

MR01

Particulars of a charge



Companies House

002049 / 13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebF
Please go to www.comp

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT
You may not use this form to
register a charge where
instrument Use form MR



LD4 13/10/2015 #113
COMPANIES HOUSE

This form **must** be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 0 2 8 2 0 7 9 4

Company name in full LA TASCA RESTAURANTS LIMITED /

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 2 5 0 9 2 0 1 5 /

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name U S BANK TRUSTEES LIMITED /

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	"LA TASCA" trademark, registration number 2148439 FOR MORE DETAILS OF LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY CHARGED PLEASE REFER TO SCHEDULE 4 OF THE INSTRUMENT	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box / <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box / <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box / <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature	 / X SIMPSON THACKER & BARTLETT LLP	
	This form must be signed by a person with an interest in the charge		

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Con act name JENNIFER PASSAGNE

Company name SIMPSON THACHER & BARTLETT

LLP

Address CITYPOINT, ONE ROPEMAKER

STREET

Post town LONDON

Coun y/Region

Pos code E C 2 Y 9 H U

Country UNITED KINGDOM

DX

Telephone 0207 275 6386

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2820794

Charge code: 0282 0794 0117

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2015 and created by LA TASCA RESTAURANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2015

9

Given at Companies House, Cardiff on 19th October 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

We certify this to be a true copy
Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT
LLP
5/10/2015

BRIDGE SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 25 September 2015

BETWEEN

- (1) **La Tasca Holdings Limited**, a company incorporated in England and Wales with registered number 07505029,
 - (2) **La Tasca Group Limited**, a company incorporated in England and Wales with registered number 04220541,
 - (3) **La Tasca Restaurants Holdings Limited**, a company incorporated in England and Wales with registered number 03349330, and
 - (4) **La Tasca Restaurants Limited**, a company incorporated in England and Wales with registered number 02820794,
- (each a "New Chargor", together "New Chargors"), and
- (5) **U.S. Bank Trustees Limited** as security trustee for itself and the other Beneficiaries (the "Security Agent")

RECITAL

This deed is supplemental to a debenture dated 20 July 2015 between, amongst others, YOA Holdco Limited (as parent), the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed. Additionally, in this Deed

"**Intellectual Property**" means any patents, trade marks, service marks, registered designs, trade or business names, logos, get-up, goodwill and the right to sue for passing off, copyrights, database rights, design rights, domain names, inventions, confidential information, knowhow and other intellectual property rights and interests of the same or similar effect or nature as any of the foregoing anywhere in the world, whether registered or unregistered and the benefit of all applications and rights to use such assets,

"**Intra-Group Debt Documents**" means any documents, agreements or instruments to which a New Chargor is party and which evidence any Intra-Group Liabilities owed to that New Chargor,

"Intra-Group Lender" means each

- (a) Intra-Group Lender listed in the Intercreditor Agreement, and
- (b) member of the Group which has made a loan available to, granted credit to or made any financial arrangement having similar effect with another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of clause 20 (*Changes to the Parties*) of the Intercreditor Agreement, provided that, for the avoidance of doubt, neither the Senior Secured Notes Issuer nor the Senior Unsecured Notes Issuer (as such terms are defined in the Intercreditor Agreement) shall be an "Intra-Group Lender" in respect of any Senior Secured Notes Proceeds Loan Liabilities or any Senior Unsecured Notes Finco Liabilities (as applicable),

"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders, but excluding any Senior Unsecured Notes Finco Liabilities and any Senior Secured Notes Proceeds Loan Liabilities (as such terms are defined in the Intercreditor Agreement),

"Investment" means any stock, share (excluding the Shares and any other present or future shares owned by a New Chargor in its Subsidiaries), debenture, loan stock, securities, bonds, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), including but not limited to the investments, if any, specified in Part B of Schedule 3 (*Shares and Investments*), in each case whether owned directly by or to the order of a New Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary, nominee or clearance system),

"Material Property" means Property

- (a) in England and Wales now vested in the New Chargor and registered and the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 1 (*Properties*) and which has a net book value of £1,500,000 (or its equivalent in other currencies) or above or
- (b) which is designated Material Property by the Obligors' Agent and the Security Agent (acting reasonably),

"Operating Accounts" means all current, deposit or other accounts with any bank or financial institution and all balances now or in the future standing to the credit of or accrued or accruing on those accounts,

"Property" means all freehold and leasehold, and any other estate in, land and (outside of England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to that Property (including trade and tenant's fixtures),

"Shares" means all shares owned by each New Chargor in its Subsidiaries which are Obligors, including but not limited to the shares, if any, specified in Part A of Schedule 3 (*Shares and Investments*), and

"Specified Intellectual Property" means the Intellectual Property set out in Schedule 4 (*Registered Intellectual Property*)

1 2 *Construction*

Clauses 1 2 (*Construction*) to 1 5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed

2 **Accession of New Chargor**

2 1 *Accession*

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2 2 *Covenant to pay*

Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (for the benefit of itself and the other Beneficiaries) that it will on the Security Agent's written demand pay or discharge the Secured Obligations when they fall due for payment in accordance with the terms of the relevant Finance Documents

2 3 *Specific Security*

Each New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent (as trustee for the Beneficiaries) with full title guarantee

- (a) by way of first legal mortgage, all Material Property, and
- (b) by way of fixed charge
 - (i) all other Property which is now, or in the future becomes, its property,
 - (ii) all other interests and rights (not charged under paragraph (a) of Clause 2 3 (*Specific Security*)) in any Property and the benefit of all other agreements relating to Property or the proceeds of sale of Property which is now, or in the future becomes, its property,
 - (iii) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licences relating to the Property,
 - (iv) all of its rights, title and interest in the Equipment,
 - (v) all of its rights, title and interest in the Intellectual Property presently belonging to it,
 - (vi) all Specified Intellectual Property belonging to it,
 - (vii) all Intellectual Property that may be acquired by or belonging to it in the future,
 - (viii) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,

- (ix) all the Investments which are now its property, including all proceeds of sale derived from them,
- (x) all Investments which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived therefrom,
- (xi) all Related Rights of a capital nature now or in the future accruing or offered in respect of the Investments,
- (xii) all Related Rights of an income nature now or in the future accruing or offered at any time in respect of the Investments,
- (xiii) all Shares which are now its property, including all proceeds of sale derived from them,
- (xiv) all Shares in which that New Chargor may in the future acquire an interest (legal or equitable), including all proceeds of sale derived from the,
- (xv) all Related Rights of a capital nature now or in the future accruing in respect of its Shares,
- (xvi) all Related Rights of an income nature now or in the future accruing or offered at any time in respect of its Shares,
- (xvii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables now or in the future owing to it,
- (xviii) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts now or in the future owing to it,
- (xix) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person now or in the future and all of its rights, title and interest in relation to those accounts,
- (xx) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets now or in the future,
- (xxi) its goodwill and uncalled capital for the time being, and
- (xxii) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements

2.4 *Security Assignment*

As further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in

- (a) the Insurance Policies, and
- (b) the Assigned Agreements,

(subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations)

2 5 Floating charge

- (a) As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Beneficiaries) by way of first floating charge all its present and future assets, undertakings and rights
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

3 Property Restricting Charging

3 1 There shall be excluded from the Security created by Clause 2 3 (*Specific Security*) and Clause 2 4 (*Security Assignment*), but in each case only to the extent that such prohibition or condition restricts the type of charge purported to be created by Clause 2 3 (*Specific Security*) or Clause 2 4 (*Security Assignment*) (as applicable)

- (a) any asset or undertaking which a New Chargor is prohibited from creating Security on or over by reason of (A) law or regulation, or (B) any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking and which contract, license, lease, instrument or other arrangement is otherwise permitted by the terms of the Finance Documents (including any asset or undertaking which a New Chargor is precluded from creating Security over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party, and
- (b) any asset or undertaking which a New Chargor is not prohibited from creating Security on or over by the relevant contract, license, lease, instrument or other arrangement but which would, if subject to any Security, result in (i) that New Chargor being required to notify any landlord of the existence of any Security over any Property, or (ii) the termination of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset or undertaking and which contract, license, lease, instrument or other arrangement is otherwise permitted by the terms of the Finance Documents or give a third party the right under any such contract, license, lease, instrument or other arrangement to
 - (i) amend any rights, benefits and/or obligations of that New Chargor in respect of that asset or undertaking which would be materially adverse to the interests of that New Chargor,
 - (ii) require that New Chargor to take any action which would be materially adverse to the interests of that New Chargor or the Group (taken as a whole), or
 - (iii) terminate such contract, license, lease, instrument or other arrangement,

in each case to the extent of that right or obligation and for so long as such right or obligation is in existence or until a waiver of the relevant term has been received from the third party

- 3 2 For the purposes of sub-clause 3 1 above, the term "third party" in relation to each New Chargor, means any person which is not a member of the Group or an Affiliate of a member of the Group
- 3 3 For all assets and undertakings referred to in sub-clause 3 1 (*Property Restricting Charging*) above which are material, each New Chargor shall apply for the relevant consent or waiver of prohibition or condition which affects the charging of such asset or undertaking as soon as reasonably practicable after the date of this deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this deed unless the relevant New Chargor has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope) and to use reasonable endeavours to obtain such consent as soon as possible, provided that if the relevant New Chargor has used its reasonable endeavours to obtain such consent or waiver for a period of not less than 30 days following the relevant application for consent or waiver under this clause 3 3 then the relevant New Chargor shall no longer be required to use its reasonable endeavours to obtain such consent or waiver, provided that the relevant New Chargor shall not be required to seek the relevant consent if that New Chargor determines in good faith that such actions would jeopardize commercial relationships with any third party
- 3 4 Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged to the Security Agent under Clause 2 3 (*Specific Security*) or shall be assigned to the Security Agent under Clause 2 4 (*Security Assignment*) (as applicable) If reasonably requested by the Security Agent, at any time following satisfaction of that condition or receipt of that waiver or consent, each relevant New Chargor shall, as soon as reasonably practicable, execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require
- 3 5 *Lessor's consent*
- (a) If any charge or Security created pursuant to Clause 2 3 (*Specific Security*), 2 4 (*Security Assignment*) or 2 5 (*Floating Charge*) breaches the terms of any lease under which a New Chargor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by that New Chargor in the Finance Documents
- (b) If a lessor of a leasehold property takes, or threatens to take proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this deed, the Security Agent will (if so requested by the relevant New Chargor) release the fixed and floating security constituted by this deed over that lease

4 Negative Pledge

Save in respect of any Permitted Security or Permitted Disposal (as applicable), no New Chargor may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2 5(a) (*Floating charge*) only, and then on arm's length terms in the ordinary

course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

except as otherwise permitted by the Finance Documents or with the prior consent of the Security Agent

5 Construction of Debenture

- 5.1 The Debenture shall remain in full force and effect as supplemented by this deed
- 5.2 The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed

6 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions

7 Notices

Each New Chargor confirms that its address details for notices in relation to Clause 24 (*Notices*) of the Debenture are as identified with its name below

8. Governing Law

- 8.1 This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law
- 8.2 Subject to Clause 8.3 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- 8.3 The Parties agree that, for the benefit of the Beneficiaries only, nothing in this Deed shall limit the right of the Beneficiaries to bring any legal action against a Chargor in any other court of competent jurisdiction

9 Finance Document

This Deed is a Finance Document

THIS SECURITY ACCESSION DEED has been executed by each New Chargor as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document

SCHEDULE 1

Security Accession Deed Properties

Registered land to be mortgaged

None at the date of this Deed

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this deed


SCHEDULE 2



Security Accession Deed Registered Intellectual Property

Patent and Patent Applications

None as at the date of this deed

Trade Marks and Trade Mark Applications

Name of Chargor	Territory of trade mark registration	Trade Marks	Class No.	Registration No./ Application No	Date of Registration/ Application
La Tasca Restaurants Limited	Benelux	LA TASCA	43	979200	16/08/2010
		(Word Mark)	33, 43	734827	01/08/1990
	Denmark		33, 43	VR 2003 00454	04/02/2003
	Ireland		33, 43	224865	04/07/2002
	Sweden		33,43	362193	18/07/2003
	Switzerland		33,43	508198	18/03/2003
	UK		43	2148439	21/05/1991
			33	2132339	27/03/1998
			21,29,30, 33	2458052	04/01/2008
	Germany		33	30301781	20/03/2003
La Tasca Restaurants Limited	Norway		33	223367	17/06/2004
	EU	 (Stylised Mark)	29, 30, 43	10334662	24/02/2012
	International Registration (designating Turkey)		29, 30, 43	1101221	11/11/2011
	India (pending application)		29, 30, 43	2301618	19/03/2012
	UAE (pending application)		43	164126	20/10/2011
	Lebanon (pending				

	application)		43	153642	14/10/2013
La Tasca Restaurants Limited	UK		43	2584676	21/10/2011
		(Stylised Mark)			
La Tasca Restaurants Limited	EU		33,43	3786721	12/07/2007
		(Stylised Mark)			
La Tasca Restaurants Limited	UK	SAM'S SMOKIN	29,43	2407717	16/06/2006
		(Word Mark)			
La Tasca Restaurants Limited	UK	LA TASCA WINE CLUB	35	2407039	12/05/2006
		(Word Mark)			
La Tasca Restaurants Limited	UK	SAM & MAXIE'S	43	2406346	12/05/2006
		(Word Mark)			
La Tasca Restaurants Limited	UK	mi casa es su casa	29, 30, 43	2585787	14/10/2011
		(Word Mark)			
La Tasca Restaurants Limited	Brazil	LA TASCA	30	840124830	14/05/2012
		SPANISH TAPAS BAR & KITCHEN	29	840124775	12/05/2015
		(Word Mark)	43	840124880	14/05/2012

SCHEDULE 3

Shares and Investments

Part A- Shares

Name and registered number of New Chargor which holds the shares	Name and registered number of company Issuing shares	Number and class of shares
La Tasca Holdings Limited (07505029)	La Tasca Group Limited (04220541)	55,233,107 ordinary shares of £0.05 each
La Tasca Group Limited (04220541)	La Tasca Restaurants Holdings Limited (03349330)	107,613 ordinary shares of £1.00 each
La Tasca Restaurants Holdings Limited (03349330)	La Tasca Restaurants Limited (02820794)	100 ordinary shares of £1.00 each

Part B – Investments

None as at the date of this Deed

SIGNATORIES TO DEED OF ACCESSION

NEW CHARGORS

Executed as a
Deed by **LA TASCA HOLDINGS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
) Director

in the presence of

Signature of witness

Name of witness

Address of witness

Address First Floor
163 Eversholt Street
London NW1 1BU

Email tim doubleday@casualdininggroup.com
bonnie leigh@casualdininggroup.com

Fax +44 (0)207 121 3222

Attention Timothy Doubleday

Executed as a
Deed by **LA TASCA GROUP LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
) Director

in the presence of

Signature of witness

Name of witness

Address of witness

Address

First Floor
163 Eversholt Street
London NW1 1BU

Email

tim doubleday@casualdininggroup.com
bonnie leigh@casualdininggroup.com

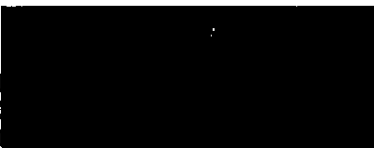
Fax

+44 (0)207 121 3222

Attention

Timothy Doubleday

Executed as a
Deed by **LA TASCA**
RESTAURANTS HOLDINGS LIMITED
(pursuant to a resolution of its Board
of Directors) acting by


)Directo

in the presence of

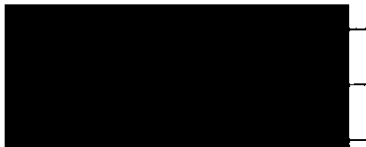
Signature of witness



Name of witness



Address of witness



Address First Floor
 163 Eversholt Street
 London NW1 1BU

Email tim doubleday@casualdininggroup.com
 bonnie leigh@casualdininggroup.com

Fax +44 (0)207 121 3222

Attention Timothy Doubleday

Executed as a
Deed by **LA TASCA RESTAURANTS
LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
) Director



in the presence of

Signature of witness



Name of witness



Address of witness



Address First Floor
163 Eversholt Street
London NW1 1BU

Email tim doubleday@casualdininggroup.com
bonnie leigh@casualdininggroup.com

Fax +44 (0)207 121 3222

Attention Timothy Doubleday

SECURITY AGENT

Signed by
for and on behalf of
U S. Bank Trustees Limited

)
)
)
) Authonsed Signatory

Address Fifth Floor
125 Old Broad Street
London EC2N 1AR

Email Loan Agency London@usbank.com

Executed as a
Deed by **LA TASCA RESTAURANTS
LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
) Director

in the presence of:

Signature of witness.

Name of witness

Address of witness

Address First Floor
163 Eversholt Street
London NW1 1BU

Email tim doubleday@casualdininggroup.com
bonnie leigh@casualdininggroup.com

Fax +44 (0)207 121 3222

Attention Timothy Doubleday

SECURITY AGENT

Signed by
for and on behalf of
U S Bank Trustees Limited



Address Fifth Floor
125 Old Broad Street
London EC2N 1AR

Email Loan Agency London@usbank.com