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COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400150

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[141]

6295359

Name of company

* HaHa Bar and Grill Limited ("HaHa Bar and Grill")

Date of creation of the charge

09 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A supplemental legal charge (the "**Charge**") dated 09 March 2009 between HaHa Bar and Grill (the "**Chargor**") and Dresdner Bank AG Niederlassung Luxemburg (the successor "**Security Trustee**"). The charge is supplemental to a debenture (the "**Debenture**") dated 27 March 2008 between, inter alios, Kaupthing Bank hf. (as the original Security Trustee), Plato Company 3 Limited (as Parent) and Laurel Restaurant Company Limited (as Borrower) along with its subsidiaries (as Original

Guarantors).
Amount secured by the mortgage or charge

1. All present and future obligations and liabilities of the Parent and of each Obligor and of La Tasca, Inc (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with any of the Finance Documents, together with all costs, charges and expenses incurred by the Security Trustee or any other Finance Party which are, or are expressed to be, or may become due, owing or payable by the Parent or any Obligor or La Tasca, Inc under or in connection with any Finance Document, except for any obligations or liabilities which, if they did constitute part of the Secured Liabilities, would result in this Charge (or any part thereof) contravening section 151 of the Companies Act 1985 (the "**Secured Liabilities**");

2. All obligations and liabilities of each Obligor and of La Tasca, Inc which are due, owing or payable to an Indemnified Kroll Party in respect of a Tax Indemnity together with all costs, charges and expenses incurred by the Security Trustee which are, or are expressed to be, or may become due, owing or payable by any Obligor or La Tasca, Inc under or in connection with such Tax Indemnity, subject to an aggregate cap of £20,000,000 at any time. (the "**Indemnity Secured Liabilities**");

Names and addresses of the mortgagees or persons entitled to the charge

Dresdner Bank AG Niederlassung Luxemburg, 30 Gresham Street, London

Postcode EC2V 7PG

Presentor's name address and reference (if any):

Slaughter and May
One Bunhill Row
London
EC1Y 8YY

SPH/SNLH

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



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LD2

13/03/2009

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COMPANIES HOUSE

PLEASE RETURN VIA
CH LONDON COUNTER

Short particulars of all the property mortgaged or charged

Clause 2 of the Charge.

Security

The Chargor with full title guarantee and as security for the payment of the Secured Liabilities and (until the Indemnity Discharge Date), the Indemnity Secured Liabilities charges in favour of the Security Trustee :-

(A) by way of first legal mortgage the Property and;

(B) by way of first fixed equitable charge, all of the Property not effectively charged by clause 2(A) above.

(Please see attached sheet of definitions)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Slaughter and May

Date 11.03.2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Companies Form 395 (continued)

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Administrators" means Simon Appell Alastair Beveridge and James Gleave each of Kroll Limited, 10 Fleet Place, London EC4M 7RB (as joint administrators of each of the Vendors) (also the **"Joint Administrator"**).

"Agency Fees Letter" means the agency and security trustee fees letter or letters between Dresdner Bank AG London Branch as Agent and/or Kaupthing Bank hf. as Security Trustee and the Parent.

"Agent" means Dresdner Bank AG London Branch. Note: the role of Agent has now been transferred to Dresdner Bank AG Niederlassung Luxemburg.

"Arrangers" means Kaupthing Bank hf. and Dresdner Bank AG London Branch.

"Commitment" means an LRC Facility A Commitment, an LRC Facility B Commitment, an LRC Facility C Commitment, an LRC Facility D Commitment, an LRC Facility E Commitment and an LRC Revolving Facility Commitment as the context requires.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (*Form of Compliance Certificate*) of the Facility Agreement.

"Debenture" means the Debenture dated 27 March 2008 made between Plato Company 3 Limited (1) Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited) (2), Laurel Restaurant Holdings Limited (3), Bay Restaurant Group Limited (4), Ha! Ha! Bar and Kitchen Limited (5), Slug and Lettuce Company Limited (6), La Tasca Inc. (7), La Tasca Group Limited (8), La Tasca Restaurant Holdings Limited (9), La Tasca Restaurants Limited (10) and Kaupthing Bank hf. (11) as the same may be amended and restated or modified or supplemented from time to time.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Dry Assets" means all the assets, business and undertakings acquired or to be acquired by Ha! Ha! Bar and Kitchen Limited, Slug and Lettuce Company Limited, Bay Restaurant Group Limited or La Tasca Restaurants Limited pursuant to the Initial Acquisition Documents and specified in Schedule 7 part 1 (*Apportionment of Assets*) of the Initial Acquisition Agreement.

"Facility Agreement" means the Senior Term and Revolving Credit Facility Agreement dated 27 March 2008 between, among others, Plato Company 3 Limited (as the Parent), Town and City Pub Company Limited (as the LPC Borrower), the Parent and certain of its subsidiaries (as the Original Guarantors), Kaupthing Bank hf (as Mandated Lead Arranger and Security Trustee) and Dresdner Bank AG London Branch (as Agent and Mandated Lead Arranger) as the same may be amended and restated or modified or supplemented from time to time.

"Fee Letter" means any letter or letters dated on or about the date of this Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 13 (Fees) of the Facility Agreement.

"Finance Document" means the Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Agency Fees Letter, the Intercreditor Agreement, the LRC PIK Notes, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and the Parent.

"Finance Party" means the Agent, the Arrangers, the Security Trustee or a Lender.

"Holdco" means Plato Company 2 Limited (the immediate Holding Company of the Parent), an exempted company incorporated under the laws of the Cayman Islands with registered number 206032 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, Grand Cayman KY1-1108 Cayman Islands.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Indemnified Kroll Party" has the meaning given in the Intercreditor Agreement and means the Sellers and the Joint Administrators.

"Indemnity Discharge Date" means the discharge of the administration orders (or any subsequent liquidation) in respect of the Vendors under the Initial Acquisition Agreement.

"Indemnity Secured Liabilities" means obligations and liabilities of each Obligor and of La Tasca, Inc which are due, owing or payable to an Indemnified Kroll Party in respect of a Tax Indemnity together with all costs, charges and expenses incurred by the Security Trustee which are, or are expressed to be, or may become due, owing or payable by any Obligor or La Tasca, Inc under or in connection with such Tax Indemnity, subject to an aggregate cap of £20,000,000 at any time

"Initial Acquisition Agreement" means the business sale agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of the Dry Assets and the Wet Assets and made, or to be made, between certain members of the LRC Group and of the LPC Group and the Vendors (each acting by the Administrators).

"Initial Acquisition Documents" means the Initial Acquisition Agreement, the associated Business Intellectual Property Assignment, Canterbury Claim Assignment, Real Estate Transfer Deeds, Scottish Real Estate Transfer Deeds, Notices of Election under Section 198 CAA, Registered Trade Marks Assignment and VAT Elections and any other document designated as an **"Initial Acquisition Document"** by the Agent and the Parent.

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between (among others) the Parent, Holdco, the other Obligors, the Security Trustee, the Agent, the Arrangers and certain Lenders.

"Lender" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Lender in accordance with Clause 25 (*Change of Lenders*) of the Facility Agreement.

"LPC Borrower" means Town and City Pub Company Limited, a wholly owned Subsidiary of the Parent and a company incorporated in England and Wales with registered number 06433242 and whose registered office is at Porter Tun House, 500 Capability Green, Luton, LN1 3LS.

"LPC Group" means the LPC Borrower and each of its Subsidiaries for the time being

"LPEH Sub Group" means Laurel Pub Equity Holdings Limited (company number 05293234) and its Subsidiaries at the date of the Facility Agreement.

"LRC Borrower" means Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited), a wholly owned indirect subsidiary of the Parent and an exempted company incorporated under the laws of the Cayman Islands with registered number 185372 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, PO Box 1234, Grand Cayman KY1-1108, Cayman Islands.

"LRC Deferred Commitment Fee PIK Notes" means a note issued by the LRC Borrower pursuant to paragraph (b) of Clause 13.1 (*Commitment fee*) of the Facility Agreement substantially in the form set out in Part III of Schedule 9 (*Form of LRC PIK Notes*) of the Facility Agreement.

"LRC Deferred Interest PIK Note" means a note issued by the LRC Borrower pursuant to Clause 10.4 (*Deferred Interest*) of the Facility Agreement substantially in the form set out in Part II of Schedule 9 (*Form of LRC PIK Notes*) of the Facility Agreement.

"LRC Facility A" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(i) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility A Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility A Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LRC Facility A Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Facility B" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(ii) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility B Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility B Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LRC Facility B Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Facility C" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(iii) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility C Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility C Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility C Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LRC Facility C Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Facility C PIK Notes" means a note issued by the LRC Borrower pursuant to Clause 10.5 (*LRC Facility C Interest*) of the Facility Agreement substantially in the form set out in Part I of Schedule 9 (*Form of LRC PIK Notes*) of the LRC Facility Agreement.

"LRC Facility D" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(iv) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility D Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility D Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility D Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LRC Facility D Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Facility E" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(v) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility E Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility E Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility E Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LRC Facility E Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Group" means the LRC Borrower and each of its subsidiaries for the time being excluding any member of the LPEH Sub Group.

"LRC PIK Notes" means the LRC Facility C PIK Notes, the LRC Deferred Interest PIK Notes and the LRC Deferred Commitment Fee PIK Notes.

"LRC Revolving Facility Commitment" means:

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Revolving Facility Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any LRC Revolving Facility Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Term Facility" means LRC Facility A, LRC Facility B, LRC Facility C, LRC Facility D or LRC Facility E.

"Obligor" means each Original Obligor and each Additional Obligor under the Facility Agreement except the Parent and La Tasca, Inc..

"Original Borrower" means Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited).

"Original Guarantors" means Plato Company 3 Limited, Laurel Restaurant Holdings Limited, Laurel Restaurant Company Limited, Bay Restaurant Group Limited, Ha Ha Bar & Kitchen Ltd, Slug & Lettuce Co Ltd, La Tasca, Inc, La Tasca Group Limited, La Tasca Restaurants Holdings Limited, La Tasca Restaurants Limited.

"Original Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as having a Commitment.

"Original Obligor" means the LRC Borrower or an Original Guarantor.

"Parent" means Plato Company 3 Limited, an exempted company incorporated under the laws of the Cayman Islands, with registered number 206194 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, PO Box 1234, Grand Cayman KY1-1108, Cayman Islands.

"Property" means all that leasehold land known as 13, 15 and 17 New Street, York registered at the Land Registry with title absolute under Title Number NYK235252

"Receiver" means any one or more persons, individually or together with additional persons, appointed as an administrative receiver, receiver and manager, or other receiver appointed in respect of the Security Assets by the Security Trustee pursuant to powers conferred by the Debenture or statute.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Assets" means all or any of the assets and rights from time to time subject or expressed to be subject to the security created, or which may at any time be created, pursuant to any provision of the Debenture.

"Security Trustee" means Kaupthing Bank hf.. Note: the role of Security Trustee has now transferred to Dresdner Bank AG Niederlassung Luxemburg.

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 11.1 (*Interest Periods*) of the Facility Agreement in relation to an LRC Term Facility.

"Sellers" means the seller as set out in the Initial Acquisition Agreement.

"Subsidiary" means in relation to any person, any entity (including, without limitation, any partnership) which is controlled directly or indirectly by that person or of whose dividends or distributions that person is entitled to receive more than 50% and **"control"** for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in this Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise.

"Tax Indemnity" has the meaning given in the Intercreditor Agreement.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 4 of Part I of Schedule 2 (*Conditions precedent to initial Utilisation*) and/or paragraph 3 of Part II of Schedule 2 (*Conditions Precedent to utilisation of Pumpster Facilities*) of the Facility Agreement and any security documents entered into in accordance with those documents and/or in accordance with Clause 23.34 (*Occupational*

Leases) or Clause 23.38 (Condition Subsequent) of the Facility Agreement and any document required to be delivered to the Agent under sub-paragraphs 12 and 13 of Part IV of Schedule 2 (Conditions precedent required to be delivered by an Additional Guarantor) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Utilisation Request" means a notice substantially in the relevant form set out in Schedule 3 (Requests) of the Facility Agreement.

"Vendors" means the "Sellers" as defined in the Initial Acquisition Agreement.

"Wet Assets" means all the assets, business and undertakings acquired or to be acquired by Barley Pub Company Limited or Hops Pub Company Limited, pursuant to the Initial Acquisition Documents and specified in Schedule 7 part 1 (*Apportionment of Assets*) of the Initial Acquisition Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6295359
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 9 MARCH 2009 AND CREATED BY HA HA BAR AND
GRILL LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE PARENT AND OF EACH OBLIGOR
AND OF LA TASCA INC TO THE SECURITY TRUSTEE OR TO
ANY OF THE OTHER SECURED PARTIES AND ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR AND OF LA
TASCA TO AN INDEMNIFIED KROLL PARTY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 13 MARCH
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MARCH 2009

LI GDM



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES