

MR01

Particulars of a charge

233821/52



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 for**
You may not use this form
to register a charge where the
instrument is used to create or
evidence a charge. Use form MR0

FRIDAY



A04

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02/10/2015

#145

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 (the "Company")

For official use

0116

→ **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 10 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 (in its capacity as Security Agent for the
for the Beneficiaries) ✓

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

All current and future Property and Intellectual Property and the Specified Intellectual Property owned by the Company (in each case subject to clause 2.6 of the Deed), in each case as specified (and defined) in the security accession deed registered by this Form MR01 (the "Deed"), including UK trademarks 'La Tasca' with registration number 2148439 and 2132339. For more details refer to the Deed

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

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ 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

☒ Yes

☐ 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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Helen Louise Lister* *LLP*

X

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.

Contact name **F3/PCA/BERGLUNDB/1001BB/063900**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**

**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

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2820794

Charge code: 0282 0794 0116

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 2nd October 2015

Dx

Given at Companies House, Cardiff on 7th October 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Name Batane Berglund
Title Concilor

Date 29/09/2015

Hogan Lovells International LLP (Ref 0024448)
Atlantic House, Holborn Viaduct, London EC1A 2PB
Involving Facility Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 25 September 2015

BETWEEN

- (1) **La Tasca Restaurants Limited**, a company incorporated in England and Wales with registered number 02820794,
- (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,
- (4) **La Tasca Holdings Limited**, a company incorporated in England and Wales with registered number 07505029,

(each a "New Chargor" and together the "New Chargors"),
- (5) **YOA Holdco Limited**, a company incorporated in England and Wales with registered number 09010395 (the "Parent"), and
- (6) **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 12 May 2015 between, amongst others, the Parent, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (the "Debenture")

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1.1 Definitions

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

"**Equipment**" means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, in each case which is owned by any New Chargor,

"**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 each 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,

"Other Debts" means all book debts and other debts and monetary claims (other than Trading Receivables) owing to the New Chargors and any proceeds of such debts and claims,

"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),

"Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all

kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise),

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

"Specified Intellectual Property" means the Intellectual Property set out in Schedule 2 (*Registered Intellectual Property*); and

"Trading Receivables" means all book and other debts arising in the ordinary course of trading

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 CHARGORS

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 24 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements

24 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)

25 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

26 Property Restricting Charging

- (a) There shall be excluded from the Security created by Clause 23 (*Specific Security*) and Clause 24 (*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 23 (*Specific Security*) or Clause 24 (*Security Assignment*) (as applicable).
 - (i) 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 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
 - (ii) 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

- (1) 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,
- (2) 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
- (3) 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

For the purposes of this sub-clause (a) above, the term "third party" in relation to a New Chargor, means any person which is not a member of the Group or an Affiliate of a member of the Group

- (b) For all assets and undertakings referred to in sub-clause 2 6(a) (*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 (if any) 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 sub-clause 2 6(b) 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
- (c) 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
- (d) **Lessor's consent**

- (i) 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
- (ii) 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

2.7 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

2.8 Parent's agreement to the accession

The Parent (on behalf of itself and the other members of the Group which are parties to the Debenture) hereby agrees to the accession of the New Chargors to the Debenture pursuant to this Deed

2.9 Construction of Debenture

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) 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

2.10 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

2 11 Notices

Each New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows

Address First Floor, 163 Eversholt Street, London NW1 1BU

Facsimile +44 (0) 207 121 3222

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

Attention Timothy Doubleday

2 12 Governing Law

- (a) 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
- (b) Subject to Clause (c) 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
- (c) 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

2 13 Finance Document

This Deed is a Finance Document

THIS SECURITY ACCESSION DEED has been executed by each New Chargor and the Parent 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

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



Registered Intellectual Property

Patent and Patent Applications

None as at the date of this Deed

Trade Marks and Trade Mark Applications

Name of Chargor	Trade Marks	Territory of trade mark registration	Class No.	Registration No / Application No.	Date of Registration/ Application
La Tasca Restaurants Limited	LA TASCA (Word Mark)	Benelux	43	979200	16/08/2010
			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
		Norway	33	223367	17/06/2004
La Tasca Restaurants Limited	 (Stylised Mark)	EU	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	 (Stylised Mark)	UK	43	2584676	21/10/2011
La Tasca Restaurants Limited	 (Stylised Mark)	EU	33,43	3786721	12/07/2007
La Tasca Restaurants Limited	SAM'S SMOKIN (Word Mark)	UK	29,43	2407717	16/06/2006
La Tasca Restaurants Limited	LA TASCA WINE CLUB (Word Mark)	UK	35	2407039	12/05/2006
La Tasca Restaurants Limited	SAM & MAXIE'S (Word Mark)	UK	43	2406346	12/05/2006
La Tasca Restaurants Limited	mi casa es su casa (Word Mark)	UK	29, 30, 43	2585787	14/10/2011
La Tasca Restaurants Limited	LA TASCA SPANISH TAPAS BAR & KITCHEN (Word Mark)	Brazil	30 29 43	840124830 840124775 840124880	14/05/2012 12/05/2015 14/05/2012

SCHEDULE 3
Share 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

EXECUTION

THE NEW CHARGORS

Executed as a
Deed by **La Tasca Restaurants Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)

Director

[Redacted Signature]

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

KATE BOWDEN

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

Executed as a
Deed by **La Tasca Group Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)

Director

[Redacted Signature]

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

KATE BOWDEN

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

Executed as a)
Deed by **La Tasca Restaurants Holdings**)
Limited (pursuant to a resolution of its Board)
of Directors) acting by)

Director

in the presence of

Signature of witness

Name of witness

KATE BOWDEN

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

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

KATE BOWDEN

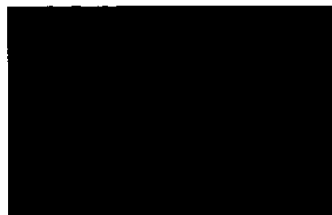
Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

THE PARENT

Executed as a
Deed by **YOA Holdco Limited**
(pursuant to a resolution of its Board
of Directors) acting by

)
)
)
)



Director

in the presence of

Signature of witness

A black rectangular box redacting the signature of the witness.

Name of witness

KATE BOWDEN

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

THE SECURITY AGENT

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

)
)
)
)

Authorised Signatory

Notice details

Address Fifth Floor
125 Old Broad Street
London EC2N 1AR

Email Loan Agency London@usbank.com

Fax +44 (0)207 365 2577

Attention Loan Agency

THE PARENT

Executed as a
Deed by YOA Holdco 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

THE SECURITY AGENT

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

)
)
)
)
Authorized Signatory
Amy Connolly
Authorized Signatory

)
)
)
)
Christopher Eastlake
Authorized Signatory

Notice details

Address Fifth Floor
125 Old Broad Street
London EC2N 1AR

Email Loan Agency London@usbank.com

Fax +44 (0)207 365 2577

Attention Loan Agency