



Registration of a Charge

Company name: **WAGAMAMA GROUP LIMITED**

Company number: **03237591**

Received for Electronic Filing: **04/05/2020**



X94BCC80

Details of Charge

Date of creation: **28/04/2020**

Charge code: **0323 7591 0011**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY AGENT (AS TRUSTEE FOR EACH OF THE SECURED PARTIES)**

Brief description: **WAGAMAMA TRADEMARK, REGISTRATION NUMBER 1545942.
PLEASE REFER TO SCHEDULE 5 OF THE INSTRUMENT FOR FURTHER
INTELLECTUAL PROPERTY.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3237591

Charge code: 0323 7591 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2020 and created by WAGAMAMA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2020 .

Given at Companies House, Cardiff on 5th May 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

EXECUTION VERSION

DATED 28 APRIL 2020

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

U.S. BANK TRUSTEES LIMITED
AS SECURITY AGENT

THIRD SUPPLEMENTAL SECURITY AGREEMENT

EXECUTED IN CONNECTION WITH THE
AMENDMENT OF A SUPER SENIOR REVOLVING
FACILITIES AGREEMENT DATED 28 JANUARY
2015 (AS AMENDED ON 11 NOVEMBER 2016, AS
AMENDED AND RESTATED ON 23 JUNE 2017 AND
AS AMENDED ON 21 DECEMBER 2018)

SUPPLEMENTAL TO A DEBENTURE
DATED 28 JANUARY 2015 AS SUPPLEMENTED BY
A FIRST SUPPLEMENTAL SECURITY AGREEMENT
DATED 10 JULY 2017 AND A SECOND
SUPPLEMENTAL SECURITY AGREEMENT DATED
22 JANUARY 2019

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THIS THIRD SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on
28 April 2020

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each, a "**Chargor**"), in favour of:
- (2) **U.S. BANK TRUSTEES LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

RECITALS:

- (A) The Lenders made multicurrency revolving credit facilities available to the Borrowers pursuant to the Facilities Agreement (as defined below).
- (B) Pursuant to the Original Security Agreement, the First Supplemental Security Agreement and the Second Supplemental Security Agreement (each, as defined below), the Chargors created security over certain of their assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Security Agreement, the First Supplemental Security Agreement and the Second Supplemental Security Agreement).
- (C) The Lenders have agreed to amend the Facilities Agreement as set out in the Amendment Agreement (each, as defined below).
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Security Agreement, the First Supplemental Security Agreement and the Second Supplemental Security Agreement and grant security over the Charged Assets in respect of its obligations to the Lenders as amended by the Amendment Agreement.
- (E) This Third Supplemental Security Agreement is supplemental to the Original Security Agreement, the First Supplemental Security Agreement and the Second Supplemental Security Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Third Supplemental Security Agreement:

"Amended Facilities Agreement" means the Facilities Agreement, as amended by the Amendment Agreement.

"Amended Secured Obligations" means all present and future monies, debts, liabilities and obligations at any time due, owing or incurred by any member of the Group to any Secured Party (both actual and contingent and whether incurred solely or jointly and as principal or surety or with any other person or in any other capacity including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings) under:

- (a) the RCF Finance Documents;
- (b) the Hedging Agreements;
- (c) the Senior Secured Notes Documents;
- (d) the Pari Passu Debt Documents;
- (e) the Credit Facility Documents other than the RCF Finance Documents; and
- (f) any Additional Liabilities in respect of any Secured Debt Documents,

and including, for the avoidance of doubt, such obligations arising under the Secured Debt Documents on and after the date of this Third Supplemental Security Agreement.

"Amendment Agreement" means the amendment agreement dated 5 April 2020 between Mabel Mezzco Limited as the parent, Santander UK plc as agent and the financial institutions named therein as Obligors.

"Assigned Agreements" means each Secured Notes Proceeds Loan, the contracts listed as Assigned Agreements in Schedule 4 (*Assigned Agreements (Contracts)*) or listed as Assigned Agreements in any Security Accession Deed, the Intra-Group Loans and any other agreement designated as an Assigned Agreement by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent.

"Cash Collateral Accounts" means the accounts (if any) listed in Part A of Schedule 3 (*Cash Collateral Accounts (Blocked)*) or listed as Cash Collateral Accounts in any Security Accession Deed, and any other Bank Account which is designated as a Cash Collateral Account by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or any sub-division or sub-account of those accounts.

"Collection Accounts" means the accounts (if any) listed in Part B of Schedule 3 (*Collection Accounts (Not Blocked)*) or listed as Collection Accounts in any Security Accession Deed, or which is designated as a Collection Account by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or any sub-division or sub-account of those accounts.

"Equipment" means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in Schedule 6 (*Equipment*) or in any Security Accession Deed.

"Facilities Agreement" means the super senior revolving facilities agreement dated 28 January 2015 (as amended by an amendment letter dated 11 November 2016, as amended and restated by an amendment and restatement agreement dated 23 June 2017 and as amended by an amendment letter dated 21 December 2018) between, among others, Mabel Mezzco Limited as the parent, Abbey National Treasury Services plc as arranger, Santander UK plc as agent, U.S. Bank Trustees Limited as security agent and the financial institutions named therein as Lenders.

"First Supplemental Security Agreement" means the English law governed supplemental security agreement relating to the Original Security Agreement dated 10 July 2017 granted by the Chargors in favour of the Security Agent.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*).

"Insurances" means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including those policies (if any) listed in Schedule 7 (*Insurance Policies*) or in any Security Accession Deed but excluding any third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in Schedule 5 (*Intellectual Property*) or in any Security Accession Deed.

"Intercreditor Agreement" means the intercreditor agreement dated 28 January 2015 between, among others, Mabel Mezzco Limited as the parent, Wagamama Finance plc as original issuer, the Chargors together with Wagamama USA Holding Inc. and Wagamama Inc. as original debtors, Abbey National Treasury Services plc as arranger, Santander UK plc as RCF agent and the Security Agent as security agent and senior secured notes trustee.

"Majority Lenders" has the meaning given to that term in the Amended Facilities Agreement.

"Material Property" means any Property which (i) is a freehold Property and has a market value of £2,000,000 or above or (ii) is a leasehold Property where the relevant lease has an unexpired term of ten (10) years or more or includes an option to purchase the freehold of the relevant Property.

"Original Security" means the Security created by or pursuant to the Original Security Agreement, the First Supplemental Security Agreement and the Second Supplemental Security Agreement.

"Original Security Agreement" means the English law governed debenture dated 28 January 2015 granted by the Chargors in favour of the Security Agent.

"Property" means all freehold, heritable, leasehold or commonhold property and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in Schedule 2 (*Property*) and in any Security Accession Deed.

"Second Supplemental Security Agreement" means the English law governed supplemental security agreement relating to the Original Security Agreement and the

First Supplemental Security Agreement dated 22 January 2019 granted by the Chargors in favour of the Security Agent.

1.2 Importation of terms

Unless defined in this Third Supplemental Security Agreement, or the context otherwise requires, a term defined in the Original Security Agreement or the Intercreditor Agreement has the same meaning in this Third Supplemental Security Agreement, or any notice given under or in connection with this Third Supplemental Security Agreement.

1.3 Construction

In this Third Supplemental Security Agreement the rules of interpretation contained in clause 1.2 (*Construction*) of the Original Security Agreement shall apply to the construction of this Third Supplemental Security Agreement, or in any notice given under or in connection with this Third Supplemental Security Agreement.

1.4 Inconsistency between the Intercreditor Agreement, the Original Security Agreement and this Third Supplemental Security Agreement

- (a) Notwithstanding any other provision of this Third Supplemental Security Agreement:
 - (i) the terms, rights, obligations and Security created pursuant to this Third Supplemental Security Agreement shall at all times be subject to the terms and Security created by the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) until such time as the Security created by or pursuant to the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) has no, or ceases to have, effect and provided no default or event of default (howsoever defined) under the Secured Debt Documents shall result solely from the execution of this Third Supplemental Security Agreement or from the existence of this Third Supplemental Security Agreement as the same time as the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement), and such terms of this Third Supplemental Security Agreement shall be construed accordingly; and
 - (ii) where a right or asset has been assigned by a Chargor (subject to a proviso for re-assignment on redemption) under the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) and that Chargor purports to assign the same asset or right under this Third Supplemental Security Agreement, that second assignment will instead take effect as a fixed charge over the Chargor's equitable right of redemption under the first assignment and will only take effect as an assignment if the relevant Security created by the Original Security Agreement (as supplemented by the First Supplemental Security

Agreement and the Second Supplemental Security Agreement) has no, or ceases to have, effect at a time when this Third Supplemental Security Agreement still has effect and, in circumstances where the Security constituted by the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) remains in force, any reference in this Third Supplemental Security Agreement to an asset secured under the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) being assigned under the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) being first ranking or secured with full title guarantee, shall be construed accordingly.

- (b) If the Chargor is in compliance with the terms of the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) (including without limitation, any obligation to deliver or deposit any notices, deeds, documents or title, certificates, evidence of ownership or related documentation) then, to the extent that the terms of this Third Supplemental Security Agreement are the same and apply in respect of the same assets, the Chargor will be deemed to have complied with the respective terms of this Third Supplemental Security Agreement.
- (c) Notwithstanding anything herein to the contrary, the Security granted pursuant to this Third Supplemental Security Agreement and the exercise of any right or remedy by the Security Agent and the other Secured Parties are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the express provisions of the Intercreditor Agreement and this Third Supplemental Security Agreement, the provisions of the Intercreditor Agreement shall prevail.

1.5 Present and future assets

- (a) A reference in this Third Supplemental Security Agreement to any Material Property, Charged Property or other asset includes, unless the contrary intention appears, present and future Material Property, Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Third Supplemental Security Agreement.

1.6 Real Property

- (a) A reference in this Third Supplemental Security Agreement to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Amended Facilities Agreement and each other Secured Debt Document are incorporated into this Third Supplemental Security Agreement

and each other Secured Debt Document to the extent required for any purported disposition of any Real Property contained in any Secured Debt Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Separate Security

Clauses 4.1 (*Fixed Charges*) and 4.2 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Third Supplemental Security Agreement and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Third Supplemental Security Agreement or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.8 Security Agent assumes no obligation

- (a) The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Third Supplemental Security Agreement and the Chargors shall at all times remain liable to perform all obligations in respect of the Charged Assets.
- (b) The Security Agent shall not be responsible for the perfection of Security constituted by this Third Supplemental Security Agreement and shall not be liable for any failure to perfect Security.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the date of this Third Supplemental Security Agreement, the Original Security shall:

- (a) remain in full force and effect notwithstanding the amendments referred to in clause 2.1 (*The Facilities Agreement*) of the Amendment Agreement; and
- (b) continue to secure its Amended Secured Obligations under the Secured Debt Documents (including, but not limited to, under the Amended Facilities Agreement).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Third Supplemental Security Agreement is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Third Supplemental Security

Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and

- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

3.2 Supplemental Security

All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

3.3 Consent for Fixed Security

The Chargors create each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. SUPPLEMENTAL FIXED SECURITY

4.1 Fixed Charges

Each Chargor charges all of its right, title and interest in the following assets from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of legal mortgage, all Material Property; and
- (b) by way of fixed charge:
 - (i) all other interests (not effectively charged under paragraph (a) above) in any Material Property;
 - (ii) all Subsidiary Shares;
 - (iii) all Investments (other than Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Cash Collateral Accounts;
 - (vii) all Material Intellectual Property;
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by Clause 4.2 (*Security Assignment*):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and

(C) the Hedging Agreements.

4.2 Security Assignment

Each Chargor assigns absolutely all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements;
- (b) the Insurances; and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Amended Secured Obligations the Security Agent will at the request and cost of the relevant Chargor and as soon as reasonably practicable re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

5. SUPPLEMENTAL FLOATING CHARGE

5.1 Floating Charge

- (a) Each Chargor charges by way of floating charge in favour of the Security Agent all its present and future assets not effectively charged by way of fixed charge under Clause 4.1 (*Fixed Charges*) or assigned under Clause 4.2 (*Security Assignment*) and, in each case, all Related Rights.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Chargor under the Secured Debt Documents in favour of the Security Agent as security for the Amended Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

6. EXCLUDED PROPERTY

6.1 Leases Restricting Charging

- (a) There shall be excluded from the charge created by Clause 4.1 (*Fixed Charges*) and from the operation of clause 4 (*Further Assurance*) of the Original Security Agreement (to the extent incorporated into this Third Supplemental Security Agreement) any leasehold property held by a Chargor under a lease which:
 - (i) either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each, an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained; or
 - (ii) cannot be secured pursuant to this Third Supplemental Security Agreement owing to a restriction imposed by an instrument of government or by law.

- (b) For each Excluded Property, each relevant Chargor undertakes to use its reasonable endeavours promptly to apply for the relevant consent or waiver of prohibition or condition and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to (upon request) keep the Security Agent informed of the progress of its negotiations, provided that, in each case, no such action shall be required if it would require payment by the relevant Chargor of any monetary consideration (other than nominal amounts or expenses) to obtain any such consent or waiver. If consent is being sought from a landlord, any obligation of the relevant Chargor in respect of the consent or waiver referred to in this paragraph (b) shall only extend to investigating the possibility of obtaining such landlord consent and, where in the opinion of the relevant Chargor, (acting reasonably) such consent may be obtained without materially and adversely affecting the commercial relationship between the relevant Chargor and the relevant landlord, the relevant Chargor using reasonable endeavours to obtain such landlord consent.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under Clause 4.1 (*Fixed Charges*). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid legal mortgage (and on terms no more onerous than those in this Third Supplemental Security Agreement), provided that, in each case, no such action shall be required if it would require payment by the relevant Chargor of any monetary consideration (other than nominal amounts or expenses) to obtain any such consent or waiver.

6.2 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 4.1 (*Fixed Charges*) and from the operation of clause 4 (*Further Assurance*) of the Original Security Agreement (to the extent incorporated into this Third Supplemental Security Agreement) any Material Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Material Intellectual Property (each, an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Chargor undertakes to use its reasonable endeavours promptly to apply for the relevant consent or waiver of prohibition or condition and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and upon request to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under Clause 4.1 (*Fixed Charges*). If required by the Security Agent, at any time

following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment (and on terms no more onerous than those in this Third Supplemental Security Agreement).

7. MISCELLANEOUS

7.1 Incorporation of provisions from Original Security Agreement

The provisions of clauses 1.3 (*Third Party Rights*), 2 (*Covenant to pay*), 3.5 (*Conversion of Floating Charge*), 3.6 (*Automatic Conversion of Floating Charge*), 4 (*Further Assurance*), 5 (*Representations and warranties*), 6 (*Undertakings - General*), 7 (*Property*), 8 (*Investments*), 9 (*Book Debts*), 10 (*Bank Accounts*), 11 (*Intellectual Property*), 12 (*Hedging Agreements and Assigned Agreements*), 13 (*Insurances*), 15 (*Enforcement*), 16 (*Extension and Variation of Statutory Powers*), 17 (*Status, Powers, Removal and Remuneration of Receiver*), 18 (*Protection of Third Parties*), 19 (*Protection of Security Agent and Receiver*), 20 (*Application of Enforcement Proceeds*), 21 (*Protection of Security*), 22 (*Default Interest*), 23 (*Set-off*), 24 (*Notices*), 25 (*Changes to Parties*), 26 (*Currency*), 27 (*Miscellaneous*) and (other than paragraph (a) of clause 28 (*Governing law and jurisdiction*)) 28 (*Governing law and jurisdiction*) and Schedules 10 (*Form of notice to counterparties*) and 11 (*Form of notice to Account Banks*) of the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) are incorporated into this Third Supplemental Security Agreement as if set out in full in this Third Supplemental Security Agreement, but so that references in those clauses to:

- (a) the "**RCF Facility Agreement**" are references to the "Amended Facilities Agreement";
- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (c) "**Charged Property**" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Third Supplemental Security Agreement;
- (d) "**schedule 2 (Property)**", "**schedule 4 (Accounts)**", "**schedule 5 (Assigned Agreements (Contracts))**", "**schedule 6 (Intellectual property)**", "**schedule 7 (Equipment)**" and "**schedule 9 (Insurances)**" are references to Schedule 2 (*Property*), Schedule 3 (*Accounts*), Schedule 4 (*Assigned Agreements (Contracts)*), Schedule 5 (*Intellectual Property*), Schedule 6 (*Equipment*) and Schedule 7 (*Insurances*) respectively; and
- (e) "**this deed**" are references to this Third Supplemental Security Agreement.

7.2 Incorporation of provisions from Intercreditor Agreement

- (a) The provisions of clause 22 (*Costs and Expenses*) of the Intercreditor Agreement shall apply to this Third Supplemental Security Agreement.
- (b) For the avoidance of doubt, clause 23.1 (*Debtors' indemnity*) of the Intercreditor Agreement shall apply to this Third Supplemental Security Agreement to the extent provided in that clause.

7.3 PSC Register

Each Chargor shall comply with any notice served on it by a Subsidiary whose shares such Chargor has charged in favour of the Security Agent in accordance with the terms of this Third Supplemental Security Agreement, pursuant to Part 21A of the Companies Act 2006 and within the timeline specified in the notice. Each such Chargor shall supply the Security Agent with a copy of any such notice promptly on receipt.

7.4 Original Security Agreement

Except insofar as supplemented and amended by this Third Supplemental Security Agreement, the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) shall remain in full force and effect.

7.5 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Security Agreement (as supplemented by the First Supplemental Security Agreement and the Second Supplemental Security Agreement) shall continue in full force and effect notwithstanding this Third Supplemental Security Agreement and shall not merge in any security constituted by this Third Supplemental Security Agreement or be released, extinguished or affected in any way by the security constituted by this Third Supplemental Security Agreement.

8. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Third Supplemental Security Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Third Supplemental Security Agreement.

9. POWER OF ATTORNEY

9.1 Appointment

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Chargor is required to do by the terms of this Third Supplemental Security Agreement; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers, conferred on the Security Agent or any Receiver by this Third Supplemental Security Agreement or by law,

and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

9.2 Exercise of powers

The power given under Clause 9.1 (*Appointment*) may be exercised at any time after:

- (a) the expiry of ten (10) Business Days following the failure by the relevant Chargor to do that which it is required to do by the terms of this Third Supplemental Security Agreement; or
- (b) a Secured Debt Event of Default has occurred, which is continuing.

10. COUNTERPARTS

This Third Supplemental Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Third Supplemental Security Agreement.

11. GOVERNING LAW

This Third Supplemental Security Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS THIRD SUPPLEMENTAL SECURITY AGREEMENT has been signed by the Security Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Third Supplemental Security Agreement.

SCHEDULE 1
THE CHARGORS

No.	Name & Company Number	Jurisdiction
1.	Mabel Mezzco Limited, registered number 7556501	England and Wales
2.	Mabel Bidco Limited, registered number 7556525	England and Wales
3.	Wagamama Group Limited, registered number 3237591	England and Wales
4.	Wagamama Limited, registered number 2605751	England and Wales
5.	Ramen USA Limited, registered number 5175554	England and Wales
6.	Wagamama Finance Plc, registered number 9392832	England and Wales

SCHEDULE 2
PROPERTY
PART A
REGISTERED LAND

No.	Chargor	Address or description	Title numbers
1.	Wagamama Limited	Unit 7, Riverside, Royal Festival Hall, London, SE1 8XX	TGL261192
2.	Wagamama Limited	Unit 1030, Eat Street including Mezzanine, Westfield London Shopping Centre, Ariel Way, London W12 7GA	BGL70991
3.	Wagamama Limited	Unit 5, Thurrock Lakeside Shopping Centre, West Thurrock Way, Grays, Essex, RM20 2ZP	EX835263
4.	Wagamama Limited	Unit R21 Riverside, The Oracle Shopping Centre, Reading RG1 2AG	BK424051
5.	Wagamama Limited	Unit 6, Christopher Place Shopping Centre, AL3 SDQ	HD430572
6.	Wagamama Limited	31-32 Westover Road, Bournemouth, Dorset, BH1 2BZ	DT345747
7.	Wagamama Limited	Unit R10, The Pavilion, Festival Place, Basingstoke RG21 7BB	HP647877
8.	Wagamama Limited	Cardiff Central Library, St David's 2, Unit 1, 14 Mill Lane, Cardiff CF10 1FL	CYM559422
9.	Wagamama Limited	Unit 8, Cardinal Walk, Cardinal Place, Victoria, SW1E 5JE	Main Unit: NGL873485; Seating Area: NGL873486
10.	Wagamama Limited	Great North Leisure Park, Chaplin Square, Finchley N12 OGL	Main Unit: AGL277524;

			Seating Area: AGL277525
11.	Wagamama Limited	46-48 Wimbledon Hill Road, Wimbledon, London, SW19 7PA	SGL92834
12.	Wagamama Limited	Unit 185, 7 Sunset Walk, Milton Keynes, MK9 3PD	BM308022
13.	Wagamama Limited	Unit SU47, Princesshay, 16 Bedford Street, Exeter, EX1 1LL	Main Unit: DN580355; Seating Area: DN580357
14.	Wagamama Limited	7-11 Longmarket, Canterbury, Kent, CT1 2JS	K895159
15.	Wagamama Limited	Cheshire Oaks Designer Outlet, Kinsey Road Ellesmere Port CH65 9JJ	CH617910
16.	Wagamama Limited	Argus Lofts, Corner of Kensington Street/North Road, Brighton, BN1 4AJ	ESX283927
17.	Wagamama Limited	Greenwich Peninsula Unit 4.1 & 4.2, Building N0204A, 14 Pier Walk, London, SE10 OES	TGL341836
18.	Wagamama Limited	Harte and Garter Hotel, High Street, Windsor, Royal Berkshire, SL4 1PQ	BK413590
19.	Wagamama Limited	Unit E, Sp1 Pavilion Building, Old Spitalfields Market, London (E1 6AA)	EGL546597
20.	Wagamama Limited	Unit 47/48 Ashford Designer Outlet, Ashford, Kent, TN24 0SD and Seating Area	TT23300
21.	Wagamama Limited	Unit 3 The Exchange, Exchange St, Aylesbury HP20 1UR	BM388747
22.	Wagamama Limited	Unit R2, 1 Bankside, 110 Southwark St, London	TGL449751
23.	Wagamama Limited	York Buildings, George Street, Bath, BA1 2EB	ST183120
24.	Wagamama Limited	98 New Street, Birmingham, B2 4HS	MM57072

25.	Wagamama Limited	94-95 Bridgend Designer Outlet, CF32 9SU	N/A
26.	Wagamama Limited	15f Waters Edge 66 Broad Street Birmingham B1 2HL	MM6895
27.	Wagamama Limited	Ground And Lower Ground Floors of 61-63 Queens Road, Clifton, Bristol, BS8 1QL	BL80664
28.	Wagamama Limited	83a Glass House, Cabot Circus, Bristol, BS1 3BX	BL134070
29.	Wagamama Limited	Unit 130 The Mall Cribbs Causeway Regional Shopping Centre, Patchway, Bristol (BS34 5UR)	GR373947
30.	Wagamama Limited	Unit A3-1, Queens Gardens, Bromley	N/A
31.	Wagamama Limited	Unit 7, The Arc, Bury St Edmunds, IP33 3FA	SK350618
32.	Wagamama Limited	9, The Atrium, Park Street, Camberley GU15 3GP	SY782249
33.	Wagamama Limited	Unit 12a Mermaid Quay Cardiff CF10 5BZ	CYM431201
34.	Wagamama Limited	26 South Street, Chichester, West Sussex PO19 1EL	WSX360687
35.	Wagamama Limited	1 Clink Street, London SE1 9BU	TGL319364
36.	Wagamama Limited	17 - 19 Bedford Street, London WC2E 9HP	NGL965468
37.	Wagamama Limited	Unit SU-03 Cathedral Lanes Shopping Centre, Broadgate, Coventry, CV1 1LL	MM67679
38.	Wagamama Limited	Unit 2, 2- 8 Park Lane, Croydon, CR0 1JA	SGL673187
39.	Wagamama Limited	81 Dean Street, London W1P 3HA	NGL966044
40.	Wagamama Limited	Restaurant 4, (unit Su268) Level 2, South Mall, Westfield Centre, Derby, DE1 2PQ	DY479727

41.	Wagamama Limited	Unit 4 Bonded Stores Brewery Square Dorchester Dorset DT1 1HX	DT413152
42.	Wagamama Limited	Unit 3/4, 12 High Street, The Broadway Centre, London W5 5DB	AGL282733
43.	Wagamama Limited	Unit 8C, O2 Centre, 255 Finchley Road, London NW3 6LU	NGL943624
44.	Wagamama Limited	Restaurant 2, Fulham Broadway Shopping Centre, London, SW6 1BW	BGL93908
45.	Wagamama Limited	42-43 Great Marlborough Street, London, W1F 7JL	NGL949821
46.	Wagamama Limited	Part Ground Floor, The Old Fire Station, 244 Shepherds Bush Rd, London, W6 7NL	BGL97129
47.	Wagamama Limited	Unit 2, 58-62 Heath Street, Hampstead NW3 1EN	NGL923066
48.	Wagamama Limited	13-15 Parliament Street, Harrogate HG1 2QU	NYK351306
49.	Wagamama Limited	3rd Floor, 76 Wardour Street, London W1F 0UR	NGL948102
50.	Wagamama Limited	Unit 25, The Old Market Shopping Centre, Widemarsh Street, Hereford, HR4 9HU	HE55146
51.	Wagamama Limited	Unit R6, Eden Shopping Centre, Abbey Way, High Wycombe, Denmark Street, Buckinghamshire, HP11 2DB	BM345751
52.	Wagamama Limited	123 Kingsway, London (WC2B 6PQ)	NGL933542
53.	Wagamama Limited	Ground Floor, Talbot House, East Street, Horsham (RH12 1HL)	WSX343454
54.	Wagamama Limited	Unit A3.6 Buttermarket Centre, Saint Stephens Lane, Ipswich IP1 1DT	SK373318
55.	Wagamama Limited	Unit L1, Regent Court, 95 Parade Royal, Leamington Spa CV32 4AY	WK427367
56.	Wagamama Limited	Unit R4, Trinity, Leeds LS1 5AY	YY19500

57.	Wagamama Limited	6 Highcross Lane, Leicester, LE1 4SD	LT423761
58.	Wagamama Limited	Land On The South Side Of Brayford Wharf North, Lincoln	LL347054
59.	Wagamama Limited	Unit P10, Liverpool One, 14 Paradise Street, Liverpool L1 8JF	MS610470
60.	Wagamama Limited	19 Earl St, Maidstone, ME14 1PL	TT16267
61.	Wagamama Limited	R9 The Orient, Trafford Centre, Manchester M17 8AA	N/A
62.	Wagamama Limited	4 Great St Thomas Apostle (Off Queen St), London EC4V 2BH	NGL833730
63.	Wagamama Limited	54a the Oasis, Meadowhall Centre, Sheffield S9 1EP	SYK628546
64.	Wagamama Limited	Unit 2 Block B4, Media City Salford Quays Salford M50 2EQ	MAN192170
65.	Wagamama Limited	Unit 18a, 602 Marlborough Gate, Milton Keynes MK9 3XA	BM383207
66.	Wagamama Limited	8 Eldon Square, Newcastle Upon Tyne, NE1 6JG	TY474509
67.	Wagamama Limited	Unit R9 Friars Walk, Newport, NP20 1DW	CYM696706
68.	Wagamama Limited	37-39 (inclusive), Long Causeway, Peterborough PE1 1YJ	CB416761
69.	Wagamama Limited	Unit 2, Ground Floor, Brewhouse, Royal William Yard, Plymouth PL1 3QQ	DN634319
70.	Wagamama Limited	3 Hill Street and 1 Water Lane, Richmond, Surrey, TW9 1SX	TGL445298
71.	Wagamama Limited	Ground And First Floor, 10 Bridge Street, Salisbury, Wiltshire SP1 2LX	WT270763
72.	Wagamama Limited	138A - 138B High Street, Sevenoaks, TN13 1XE	K817267
73.	Wagamama Limited	Unit 2 Leopold Square, Sheffield, South Yorkshire, S1 2JG	SYK551950

74.	Wagamama Limited	Unit R9, Food Terrace, West Quay Shopping Centre, Southampton SO15 1QE	HP758000
75.	Wagamama Limited	1 Ludgate Hill, London (EC4V 5BR)	AGL386119
76.	Wagamama Limited	Unit Sug, Norris Road, Staines-Upon-Thames (TW18 4UP)	SY841836
77.	Wagamama Limited	Unit 143, Swindon Designer Outlet, Kemble Drive, Swindon, Wiltshire, SN2 2DY	WT319659
78.	Wagamama Limited	Part Of The Plaza Level And The Mezzanine Level Being Unit 2b of the East Tower, Tower Place, London, EC3N 4EE	NGL826396
79.	Wagamama Limited	The Ground Floor Premises Being Unit 3, St Stephens Place Leisure Park, St Stephens Place, Trowbridge, BA14 8TQ	WT415844
80.	Wagamama Limited	201-203 High Street, Uxbridge, UB8 1LB	AGL336059
81.	Wagamama Limited	Unit 1, The Heart, Walton on Thames, Surrey KT12 1GH	SY778912
82.	Wagamama Limited	Unit R2, Block C, 44 Garratt Lane, Southside Shopping Centre, Wandsworth, SW18 4DJ	TGL385176
83.	Wagamama Limited	Unit 2 King Street Met Quarter, Watford WD17 2EN	HD521228
84.	Wagamama Limited	Unit 104, London Designer Outlet, Wembley, HA9 0FD	N/A
85.	Wagamama Limited	Unit 1A, Whiteley Shopping Centre, Whiteley Way, Whiteley, Fareham PO15 7PD	HP787163
86.	Wagamama Limited	30-31 Jewry Street, Winchester, SO23 8RY	HP782412
87.	Wagamama Limited	77-81 Goodramgate York YO1 7LS	NYK397418
88.	Wagamama Limited	Unit 201-202, St. Nicholas Avenue, Fulford, York, YO19 4TA	NYK412923

89.	Wagamama Limited	Unit L7 New Mersey retail park, Speke, Liverpool	MS656784
90.	Wagamama Limited	Unit 4a, Bond Street, Chelmsford, CM1 1GD	EX969150
91.	Wagamama Limited	25-29 High Street, Guildford, GU1 3DY	SY852392
92.	Wagamama Limited	Unit 4, Rushden Lakes, NN10 6FA	NN358498
93.	Wagamama Limited	Unit R5 Gloucester Quays, Gloucester	GR425100
94.	Wagamama Limited	8 Market Street, Oxford, Oxfordshire, OX1 3EF	ON336185
95.	Wagamama Limited	6 Eagle Lane, Bracknell, RG12 1BG	BK493867
96.	Wagamama Limited	Ground Floor East, Cheltenham House, Clarence Street, Cheltenham	GR418373
97.	Wagamama Limited	Unit 3c, Bedford Riverside, Horn Lane, Bedford, Bedfordshire, MK40 1AS	BD317019
98.	Wagamama Limited	2 St. Peters Square, Manchester M2 3LQ	MAN298124
99.	Wagamama Limited	33-35 Bell Street, Reigate, Surrey, RH2 7AW	SY844598
100.	Wagamama Limited	Unit 5 , St Andrew Square, Edinburgh	N/A
101.	Wagamama Limited	43 Mill Lane, Touchwood, Solihull B91 3GS	WM947437

PART B
UNREGISTERED LAND

Not applicable.

**SCHEDULE 3
ACCOUNTS**

**PART A
CASH COLLATERAL ACCOUNTS (BLOCKED)**

Not applicable.

**PART B
COLLECTION ACCOUNTS (NOT BLOCKED)**

Not applicable.

SCHEDULE 4
ASSIGNED AGREEMENTS (CONTRACTS)

Not applicable.

SCHEDULE 5
INTELLECTUAL PROPERTY

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
1.	NOODLE DOODLE	Australia	26 Jul 2006	899021	26 Jul 2006	899021	Registered	16
2.	POSITIVE EATING + POSITIVE LIVING	Australia	15 Jun 2005	1060324	15 Jun 2005	1060324	Registered	43
3.	POSITIVE EATING + POSITIVE LIVING	Australia	28 Nov 2001	896432	28 Nov 2001	896432	Registered	25
4.	WAGAMAMA	Australia	23 Dec 1992	593048	23 Dec 1992	593048	Registered	42
5.	WAGAMAMA	Australia	1 May 1998	761271	1 May 1998	761271	Registered	25, 42
6.	WAGAMAMA	Australia	21 Dec 2001	898968	21 Dec 2001	898968	Registered	16, 29, 30, 31, 32, 33
7.	WAGAMAMA & star logo	Australia	8 Feb 2001	865455	8 Feb 2001	865455	Registered	42
8.	WAGAMAMA & star logo	Australia	8 Feb 2001	865456	8 Feb 2001	865456	Registered	25
9.	Wagamama air & star logo	Australia	8 Feb 2006	1097959	8 Feb 2006	1097959	Registered	43
10.	POSITIVE EATING + POSITIVE LIVING	Bahrain	22 Oct 2008	72458	22 Oct 2008	72458	Registered	29

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
11.	POSITIVE EATING + POSITIVE LIVING	Bahrain	22 Oct 2008	72459	22 Oct 2002	72459	Registered	30
12.	POSITIVE EATING + POSITIVE LIVING	Bahrain	22 Oct 2008	72462	22 Oct 2012	72462	Registered	43
13.	WAGAMAMA	Bahrain	21 Mar 2004	40979	21 Mar 2004	40979	Registered	43
14.	WAGAMAMA	Bahrain	3 Feb 2009	75118	4 June 2012	75118	Registered	29
15.	WAGAMAMA	Bahrain	3 Feb 2009	75119	4 Jun 2012	75119	Registered	30
16.	WAGAMAMA & star logo	Bahrain	12 Feb 2009	75222	4 Jun 2012	75222	Registered	29
17.	WAGAMAMA & Star logo	Bahrain	12 Feb 2009	75223	4 Jun 2012	75223	Registered	30
18.	WAGAMAMA & star logo	Bahrain	12 Mar 2009	75578	11 Jun 2012	75578	Registered	43
19.	WAGAMAMA in Arabic Logo (in white on a black background)	Bahrain	25 mar 2018	122300			Pending	43
20.	WAGAMAMA	Benelux	23 Dec 1992	0790591	1 Sep 1993	0526868	Registered	29, 30, 42
21.	WAGAMAMA	Bolivia	10 Aug 2012	SM-4206-2012	17 Jan 2013	141967-C	Registered	43
22.	WAGAMAMA	Brazil	3 Oct 2000	823202763	12 Aug 2008	823202763	Registered	42

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
23.	WAGAMAMA	Brazil	23 Feb 2012	840033362	18 Feb 2015	840033362	Registered	29
24.	WAGAMAMA	Brazil	23 Feb 2012	840033389	18 Feb 2015	840033389	Registered	30
25.	WAGAMAMA	Brazil	23 Feb 2012	840033397	18 Feb 2015	840033397	Registered	35
26.	WAGAMAMA	Canada	24 Dec 1992	0719695	27 Jan 1995	TMA438314	Registered	No class
27.	WAGAMAMA	Canada	19 Jun 1997	0848510	26 May 2000	TMA528434	Registered	No class
28.	WAGAMAMA	Canada	24 Apr 2001	1100915	23 Oct 2003	TMA592975	Registered	No class
29.	WAGAMAMA	Canada	21 Dec 2012	1607983	15 Sep 2015	TMA913951	Registered	29, 30, 43
30.	WAGAMAMA	Chile	21 Sep 2012	1026183	4 Mar 2014	1083280	Registered	43
31.	wagamama &. star logo	Chile	25 Sep 2012	1026533	4 Mar 2014	1083282	Registered	43
32.	wagamama & star with chopsticks Logo	Chile		998424	16 Dec 2014	1145733	Registered	39, 43
33.	WAGAMAMA	China	17 Nov 1993	No application no	7 Jul 1995	754374	Registered	29
34.	WAGAMAMA	China	25 Aug 2010	1053729	5 Aug 2011	1053729	Registered	43
35.	WAGAMAMA	China	16 Feb 2013	12172158	28 Jul 2014	12172158	Registered	33

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
36.	WAGAMAMA	China	16 Feb 2013	12172159	28 Jul 2014	12172159	Registered	32
37.	WAGAMAMA	China	16 Feb 2013	12172160	28 Jul 2014	12172160	Registered	30
38.	WAGAMAMA & Chinese Characters Circle Logo	China	30 Dec 2011	10374223	21 Jul 2013	10374223	Registered	40
39.	WAGAMAMA & Circle Logo	China	16 Feb 2013	12172161	14 Aug 2015	12172161	Registered	25
40.	WAGAMAMA & Circle Logo	China	16 Feb 2013	12172162	21 Jul 2015	12172162	Registered	43
41.	WAGAMAMA	Colombia	10 Oct 2014	14175347	31 Jul 2015	516535	Registered	43
42.	wagamama & star logo	Costa Rica	21 Sep 2009	2009-8223			Pending	43
43.	Bowl and star Logo	CTM	29 Oct 2014	013414214	24 Mar 2015	013414214	Registered	9, 25, 35, 43
44.	BOWL TO SOUL	CTM	29 Oct 2014	013414008	24 Mar 2015	013414008	Registered	16, 35, 43
45.	NOODLE DOODLE	CTM	14 Oct 2004	004074662	17 Jan 2006	004074662	Registered	16
46.	POSITIVE EATING + POSITIVE LIVING	CTM	21 Jul 1998	000883025	4 Oct 1999	000883025	Registered	29, 30, 31, 32, 33, 42

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
47.	POSITIVE EATING + POSITIVE LIVING	CTM	21 Jul 2003	003279924	10 Aug 2005	003279924	Registered	16, 25, 35, 38, 43
48.	WAGAMAMA	CTM	30 Apr 1998	000810010	18 Jul 2000	000810010	Registered	29, 30, 31, 32, 33, 42
49.	WAGAMAMA	CTM	1 May 1998	002516565	12 Jun 2003	002516565	Registered	3, 14, 16, 18, 21, 25
50.	WAGAMAMA	CTM	20 Mar 2003	003102233	18 Apr 2005	003102233	Registered	35, 38, 43
51.	wagamama & star logo	CTM	31 Aug 2005	004613204	6 Sep 2007	004613204	Registered	3, 14, 16, 18, 21, 25, 29, 30, 31, 32, 33, 35
52.	Wagamama & star logo	CTM	1 Nov 2005	004718334	14 Nov 2006	004718334	Registered	43
53.	WAGAMAMA FEED YOUR GOOD	CTM	15 Sep 2016	015826449	2 Jan 2017	015826449	Registered	43
54.	WAGAMAMA	Cyprus	30 Jan 2002	62353	30 Jan 2002	62353	Registered	25

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
55.	WAGAMAMA	Cyprus	30 Jan 2002	62354	30 Jan 2002	62354	Registered	43
56.	NOODLE DOODLE	Egypt	14 May 2007	201088	23 Mar 2009	201088	Registered	16
57.	POSITIVE EATING + POSITIVE LIVING	Egypt	14 May 2007	201096	23 Mar 2009	201096	Registered	16
58.	POSITIVE EATING + POSITIVE LIVING	Egypt	14 May 2007	201097	23 Mar 2009	201097	Registered	25
59.	POSITIVE EATING + POSITIVE LIVING	Egypt	14 May 2007	201098	23 Mar 2009	201098	Registered	30
60.	POSITIVE EATING + POSITIVE LIVING	Egypt	14 May 2007	201099	23 Mar 2009	201099	Registered	43
61.	WAGAMAMA	Egypt	12 Jun 2004	167402	15 May 2006	167402	Registered	43
62.	WAGAMAMA	Egypt	14 May 2007	201089	29 Jul 2009	201089	Registered	16
63.	WAGAMAMA	Egypt	14 May 2007	201090	23 Mar 2009	201090	Registered	25
64.	WAGAMAMA	Egypt	14 May 2007	201091	29 Jul 2009	201091	Registered	30
65.	Wagamama & star logo	Egypt	14 May 2007	201092	2 Aug 2009	201092	Registered	16
66.	Wagamama & star logo	Egypt	14 May 2007	201093	23 Mar 2009	201093	Registered	25
67.	Wagamama & star logo	Egypt	14 May 2007	201094	25 Mar 2009	201094	Registered	30

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
68.	Wagamama & star logo	Egypt	14 May 2007	201095	25 Mar 2009	201095	Registered	43
69.	WAGAMAMA	Guernsey	30 Mar 2012	GGGT7645	3 Apr 2012	GGGT7645	Registered	16, 18, 21, 25, 29, 30, 32, 33, 35, 43
70.	WAGAMAMA	Hong Kong	25 Jun 1992	199405820	25 Jun 1992	199405820	Registered	42
71.	WAGAMAMA	Hong Kong	1 Dec 1999	200007857 AA	1 Dec 1999	200007857 AA	Registered	25, 42
72.	WAGAMAMA	Hong Kong	23 Aug 2010	301695998	23 Aug 2010	301695998	Registered	43
73.	WAGAMAMA	Iceland	25 Aug 2010	1053729	6 Jun 2011	1053729	Registered	43
74.	WAGAMAMA	India	30 Oct 2001	1055401	30 Oct 2001	1055401	Registered	25
75.	WAGAMAMA	India	15 Nov 2001	1059967	15 Nov 2001	1059967	Registered	30
76.	WAGAMAMA	India	8 Oct 2010	2035031	4 Apr 2012	2035031	Registered	43
77.	WAGAMAMA	India	23 Feb 2012	2288180	23 Feb 2012	2288180	Registered	43
78.	WAGAMAMA	India	23 Feb 2012	2288181			Pending Awaiting Decision	35

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
79.	WAGAMAMA	India	23 Feb 2012	2288182	19 Nov 2013	2288182	Registered	33
80.	WAGAMAMA	India	23 Feb 2012	2288183	16 Nov 2013	2288183	Registered	32
81.	WAGAMAMA	India	23 Feb 2012	2288184			Pending Awaiting Decision	30
82.	WAGAMAMA	India	23 Feb 2012	2288185	14 Nov 2013	2288185	Registered	29
83.	WAGAMAMA	India	23 Feb 2012	2288186			Pending Awaiting Decision	25
84.	WAGAMAMA	India	23 Feb 2012	2288187	18 Nov 2013	2288187	Registered	21
85.	WAGAMAMA	India	23 Feb 2012	2288188			Pending Advertised	18
86.	WAGAMAMA	India	22 Feb 2012	2288189	18 Nov 2013	2288189	Registered	16
87.	WAGAMAMA	Indonesia	26 May 2000	D00-10989	26 May 2000	477858 (IDM000291122)	Renewed	25
88.	WAGAMAMA	Indonesia	27 Jan 2000	J00-1178	27 Jan 2000	469683	Renewed	43
89.	Wagamama & star logo	Indonesia	30 Sep 2011	J00 2011 038690	30 Sep 2011	IDM000407417	Renewed	43

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
90.	WAGAMAMA	Israel	16 Dec 1998	124609	5 Dec 1999	124609	Registered	25
91.	WAGAMAMA	Israel	16 Dec 1998	124610	6 Apr 2000	124610	Registered	42
92.	WAGAMAMA	Israel	16 Nov 2010	233819	4 Oct 2011	233819	Registered	43
93.	WAGAMAMA	Israel	17 Jan 2017	291348			Pending. Awaiting Examination	43
94.	WAGAMAMA	Israel	25 Dec 1992	85866	10 May 1995	85866	Registered	42
95.	WAGAMAMA	Japan	28 Dec 1992	328505/ 1992	28 Jun 1996	3164915	Registered	29
96.	Wagamama & star logo	Japan	6 Oct 2009	2009- 075881	26 Mar 2010	5311968	Registered	43
97.	WAGAMAMA	Jordan	18 Apr 2011	15930	18 Apr 2011	117365	Registered	43
98.	WAGAMAMA	Jordan	28 Mar 2004	8357	28 Mar 2004	74103	Registered	43
99.	Positive Eating + Positive Living	Kuwait	22 Jan 2009	100804	22 Jan 2009	84149	Registered	29
100.	Positive Eating + Positive Living	Kuwait	22 Jan 2009	100805	21 Jan 2009	84150	Registered	30

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
101.	Positive Eating + Positive Living	Kuwait	22 Jan 2009	100806	22 Jan 2009	84151	Registered	43
102.	WAGAMAMA	Kuwait	22 Jan 2009	100799	21 Feb 2010	84362	Registered	29
103.	WAGAMAMA	Kuwait	22 Jan 2009	100800	21 Feb 2010	84363	Registered	30
104.	WAGAMAMA	Kuwait	17 Mar 2004	63569	17 Mar 2005	54051	Registered	42
105.	Wagamama & star logo	Kuwait	22 Jan 2009	100801	22 Jan 2009	84147	Registered	29
106.	Wagamama & star logo	Kuwait	22 Jan 2009	100802	21 Feb 2010	84364	Registered	30
107.	Wagamama & star logo	Kuwait	22 Jan 2009	100803	22 Jan 2009	84148	Registered	43
108.	WAGAMAMA	Lebanon	21 Apr 2004	2229	21 Apr 2004	97645	Registered	43
109.	WAGAMAMA	Malaysia	19 Oct 2000	00014741	19 Oct 2000	00014741	Registered	43
110.	WAGAMAMA	Malaysia	27 Aug 2008	08017202	20 Sep 2010	08017202	Registered	43
111.	WAGAMAMA	Malaysia	18 May 1993	93003478	18 May 1993	93003478	Registered	29
112.	WAGAMAMA	Mexico	7 Oct 2010	1125265	14 Nov 2011	1251390	Registered	43
113.	WAGAMAMA	Mexico	3 Nov 1999	401881	3 Dec 1999	646911	Registered	25
114.	NOODLE DOODLE	New Zealand	27 Jul 2006	752076	1 Feb 2007	752076	Registered	16

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
115.	Positive Eating + Positive Living	New Zealand	25 Aug 2004	717463	3 Mar 2005	717463	Registered	25, 43
116.	WAGAMAMA	New Zealand	1 May 1998	291778	4 May 1999	291778	Registered	25
117.	WAGAMAMA	New Zealand	1 May 1998	291779	29 Nov 2001	291779	Registered	42
118.	WAGAMAMA	New Zealand	25 Aug 2004	717464	6 Apr 2006	717464	Registered	16, 29, 30, 31, 32, 33
119.	Wagamama & star logo	New Zealand	3 Nov 2005	738157	10 Aug 2006	738157	Registered	16, 18, 25, 29, 30, 32, 33, 35, 43
120.	WAGAMAMA	Nigeria	31 Aug 2010	F/TM/2010/14637			Pending	43
121.	WAGAMAMA	Nigeria	22 Dec 1999	TP43035996	22 Dec 1999	64605	Registered	25
122.	WAGAMAMA	Nigeria	18 Feb 2000	TP4354120006	18 Feb 2000	75082	Registered	29
123.	WAGAMAMA	Norway	25 Aug 2010	1053729	3 Jun 2011	1053729	Registered	43

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
124.	WAGAMAMA	Norway	26 Nov 1999	725367	26 Nov 1999	725367	Registered	16, 25, 42
125.	WAGAMAMA	Oman	25 Aug 2010	1053729	11 Feb 2012	1053729	Registered	43
126.	WAGAMAMA	Oman	16 Mar 2004	32840	26 Sep 2006	32840	Registered	43
127.	WAGAMAMA	Philippines	14 Apr 2014	04-2014-004679	26 Sep 2014	04-2014-004679	Registered	43
128.	Positive Eating + Positive Living	Qatar	4 Dec 2013	85646	11 Nov 2015	85646	Registered	35
129.	WAGAMAMA	Qatar	15 Mar 2004	31942	9 Dec 2007	31942	Registered	42
130.	WAGAMAMA	Qatar	18 Jul 2011	69287	20 Nov 2013	69287	Registered	43
131.	WAGAMAMA	Republic of Korea (South)	24 Dec 1992	1992-5732	22 Jun 1994	41-24178	Registered	43
132.	Wagamama & star logo	Republic of Korea (South)	20 March 2007	45-2007-1128	7 Nov 2008	45-0025275	Registered	29, 30, 32, 43
133.	WAGAMAMA (Korean Characters)	Republic of Korea (South)	12 Oct 2000	2000-26667	17 Aug 2002	78490	Registered	42
134.	WAGAMAMA	Russian Federation	25 Aug 2010	1053729	11 Jun 2012	1053729	Registered	43

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
135.	WAGAMAMA	Russian Federation	17 Aug 1999	RU99713000	7 Dec 2000	197188	Registered	25
136.	WAGAMAMA	Saudi Arabia	8 Mar 2011	165629	5 Feb 2012	11/1323	Registered	43
137.	WAGAMAMA	Saudi Arabia	26 Aug 2000	57466	24 Jun 2001	57466	Registered	42
138.	WAGAMAMA	Singapore	30 Nov 1999		30 Nov 1999	T9913805E	Registered	25
139.	WAGAMAMA	Singapore	30 Nov 1999		30 Nov 1999	T9913806C	Registered	42
140.	WAGAMAMA	Singapore	25 Aug 2010	1053729	23 Feb 2011	T1014415H	Registered	43
141.	WAGAMAMA	Singapore	30 Mar 2012	1122646	30 Jan 2013	1122646 (T1212248H)	Registered	16, 18, 25, 29, 30, 35, 43
142.	WAGAMAMA	Singapore	24 Dec 1992	988392	24 Dec 1992	T9209883Z	Registered	29
143.	WAGAMAMA	South Africa	23 Aug 2010	2010/18328	2 Apr 2012	2010/18328	Registered	43
144.	WAGAMAMA	South Africa	17 Dec 1998	98/22712	17 Dec 1998	98/22712	Registered	25
145.	WAGAMAMA	South Africa	17 Dec 1998	98/22713	17 Dec 1998	98/22713	Registered	42
146.	Positive Eating + Positive Living	Switzerland	24 May 2007	936870	24 May 2007	936870	Registered	16, 25, 29, 30, 31, 32,

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
								33, 35, 38, 43
147.	WAGAMAMA	Switzerland	23 Dec 1992	09140/1992	31 Aug 1993	404658	Registered	29
148.	WAGAMAMA	Switzerland	26 Nov 1999	725367	26 Nov 1999	725367	Registered	16, 25, 42
149.	wagamama	Taiwan	13 Jan 2017	106002487			Pending. Awaiting Examination	43
150.	WAGAMAMA	Taiwan	6 Oct 2010	99049611	1 Sep 2011	01472069	Registered	43
151.	WAGAMAMA	Taiwan		S162667	1 Apr 2002	S162667	Registered	42
152.	WAGAMAMA	Thailand	18 Aug 1993	250381	18 Aug 1993	2450	Registered	42
153.	WAGAMAMA	Thailand	21 Oct 2010	784857	8 Aug 2012	SM54155	Registered	43
154.	NOODLE DOODLE	Turkey	26 Jul 2006	899021	26 Jul 2006	899021	Registered	16
155.	Positive Eating + Positive Living	Turkey	16 Mar 2007	200713363	16 Mar 2007	200713363	Registered	35, 43
156.	Positive Eating + Positive Living	Turkey	9 Jan 2006	200601050	9 Jan 2006	200601050	Registered	29, 30, 31, 32, 35, 42,

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
157.	WAGAMAMA	Turkey	9 Jan 2006	200601048	9 Jan 2006	200601048	Registered	3, 14, 16, 18, 21, 29, 30, 31, 32, 33, 35
158.	WAGAMAMA	Turkey	16 Mar 2007	200713361	16 Mar 2007	200713361	Registered	35, 43
159.	WAGAMAMA	Turkey	26 Nov 1999	725367	26 Nov 1999	725367	Registered	25, 42
160.	Wagamama & star logo	Turkey	9 Jan 2006	200601049	9 Jan 2006	200601049	Registered	3-42, 3, 14, 16, 18, 21, 25, 29, 30, 31, 32, 33, 35, 42
161.	Wagamama & star logo	Turkey	16 Mar 2007	200713362	16 Mar 2007	200713362	Registered	35, 43
162.	WAGAMAMA	Ukraine	30 Mar 2012	1122646	9 Aug 2013	1122646	Registered	16, 18, 25, 29, 30, 35, 43
163.	Positive Eating + Positive Living	United Arab Emirates	17 Mar 2004	59402	19 Feb 2005	55985	Registered	43

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
164.	WAGAMAMA	United Arab Emirates	8 Jan 2001	40296	29 Apr 2002	31678	Registered	42
165.	WAGAMAMA	United Arab Emirates	17 Mar 2004	59399	20 Feb 2005	51333	Registered	30
166.	Wagamama & star logo	United Arab Emirates	2 Aug 2006	83842	2 Aug 2006	86992	Registered	43
167.	Wagamama & star logo	United Arab Emirates	2 Aug 2006	83843	19 Jul 2007	82926	Registered	30
168.	Wagamama & star logo	United Arab Emirates	2 Aug 2006	83844	2 Aug 2006	82929	Registered	25
169.	Wagamama & star logo	United Arab Emirates	2 Aug 2006	83845	22 Aug 2007	83591	Registered	16
170.	KO CLUB logo	United Kingdom	7 Oct 2016	UK00003190031	7 Oct 2016	UK00003190031	Registered	16, 41
171.	WAGAMAMA	United Kingdom	27 Aug 1993	1545942	27 Aug 1993	1545942	Registered	9, 18, 41
172.	Wagamama & device (black and white)	United Kingdom	22 Feb 2010	2539719	28 May 2010	2539719	Registered	35, 39, 43
173.	WAGAMAMA FEED YOUR GOOD	United Kingdom	15 Sep 2016	UK00003185804	15 Sep 2016	UK00003185804	Registered	43

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
174.	WAGAMAMA LOUNGE (series of 2)	United Kingdom	13 Sep 2011	2594203	23 Dec 2011	2594203	Registered	18, 25, 41, 43
175.	WAGAMAMA STARS logo	United Kingdom	7 Oct 2016	UK0000319 0036	7 Oct 2016	UK0000319 0036	Registered	9, 43
176.	VEGATSU	United Kingdom	26 Jan 2018	UK0000328 5440	26 Jan 2018	UK0000328 5440	Registered	29,30
177.	MAMATOMO	United Kingdom	3 Nov 2017	3268249	3 Nov 2017	3268249	Registered	29, 30, 43
178.	Noodle Lab Wagamama Logo (series of 3)	United Kingdom	30 Oct 2017	3266979	30 Oct 2017	3266979	Registered	43
179.	KURA	United Kingdom	26 Apr 2018	UK0000330 6767			Pending, Published	43
180.	KURA WAGAMAMA & Device (series of 2)	United Kingdom	26 April 2018	UK0000330 6785			Pending, Published	43
181.	Bowl and star Logo	United States of America	6 Jan 2016	86867272	4 Apr 2017	5174260	Registered	9, 25, 35, 43
182.	BOWL TO SOUL	United States of America	6 Jan 2016	86867265			Pending, Advertised	16, 21, 35

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
183.	WAGAMAMA STARS logo	United States of America	7 April 2017	79211309 (1353259)			Registered awaiting certificate	9, 43
184.	NOODLE DOODLE	United States of America	10 Jul 2014	86333467	20 Oct 2015	4837773	Registered	16
185.	POSITIVE EATING + POSITIVE LIVING	United States of America	13 Mar 2001	76230865	6 Apr 2004	2828894	Registered	42
186.	WAGAMAMA	United States of America	5 Feb 1998	75429653	2 Apr 2002	2554467	Registered	16, 25, 42
187.	WAGAMAMA	United States of America	15 Jun 2005	79022445 (881218)	27 Feb 2007	3213690 (881218)	Registered	21, 35, 43
188.	Wagamama & star logo	United States of America	9 Feb 2006	79027378 (894674)	24 Jun 2008	3453906 (894674)	Registered	16, 35, 43
189.	WAGAMAMA	Venezuela	19 Aug 2008	16262/2008			Pending Advertised	43
190.	KO CLUB logo	WIPO	7 Apr 2017				Pending	16, 41
191.	NOODLE DOODLE	WIPO	26 Jul 2006	899021	26 Jul 2006	899021	Registered	16
192.	POSITIVE EATING + POSITIVE LIVING	WIPO	24 May 2007	936870	24 May 2007	936870	Registered	16, 25, 29, 30, 31, 32,

No.	Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Status	Class
								33, 35, 38, 43
193.	WAGAMAMA	WIPO	25 Aug 2010	1053729	25 Aug 2010	1053729	Registered	43
194.	WAGAMAMA	WIPO	30 Mar 2012	1122646	9 Aug 2012	1122646	Registered	16, 18, 25, 29, 30, 35, 43
195.	WAGAMAMA	WIPO	26 Nov 1999	725367	26 Nov 1999	725367	Registered	16, 25, 42
196.	WAGAMAMA	WIPO	4 Mar 2004	821411	4 Mar 2004	821411	Registered	29, 30, 31, 32, 33
197.	WAGAMAMA	WIPO	15 Jun 2005	881218	15 Jun 2005	881218	Registered	3, 21, 35, 38, 43
198.	Wagamama & star logo	WIPO	9 Feb 2006	894674	9 Feb 2006	894674	Registered	3, 14, 16, 18, 21, 25, 29, 30, 31, 32, 35, 43
199.	WAGAMAMA STARS logo	WIPO	7 Apr 2017	1353259	7 April 2017	1353259	Pending	9, 43

**SCHEDULE 6
EQUIPMENT**

Not applicable.

**SCHEDULE 7
INSURANCES**

No.	Description
1.	Commercial combined insurance policy provided by Pen Underwriting Limited with policy number P/CCK/10835.
2.	Cyber insurance policy provided by Beazley syndicate via Arthur J Gallagher (UK) Ltd with policy number W6556619JPBR.
3.	Contractors all risks insurance policy provided by Royal & Sun Alliance via Pen Underwriting Limited with policy number P/PCT/10447.

EXECUTION PAGES TO THIRD SUPPLEMENTAL SECURITY AGREEMENT

Chargors

EXECUTED as a DEED
by MABEL MEZZCO LIMITED

[Redacted Signature]

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)

Signature of director

EMMA WOODS, CEO

Name of director

in the presence of

[Redacted Signature]

Signature of witness

MEGAN WOODS

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by MABEL BIDCO LIMITED

[Redacted Signature]

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)
)

Signature of director

EMMA WOODS, CEO

Name of director

in the presence of

[Redacted Signature]

Signature of witness

MEGAN WOODS

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by WAGAMAMA GROUP LIMITED

[Redacted Signature]

EMMA WOODS - CEO

)
)
)

Signature of director

Name of director

in the presence of

[Redacted Signature]

MEGAN WOODS

Signature of witness

Name of witness

Address of witness

EXECUTED as a DEED
by WAGAMAMA LIMITED

[Redacted Signature]

EMMA WOODS - CEO

)
)
)

Signature of director

Name of director

in the presence of

[Redacted Signature]

MEGAN WOODS

Signature of witness

Name of witness

Address of witness

EXECUTED as a DEED
by RAMEN USA LIMITED

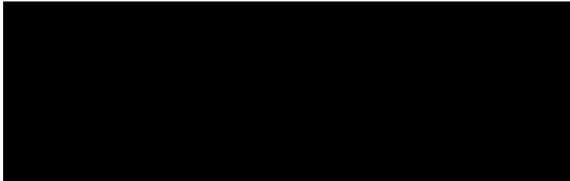


EMMA WOODS, CEO

in the presence of



MEGAN WOODS



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Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

EXECUTED as a DEED
by WAGAMAMA FINANCE PLC

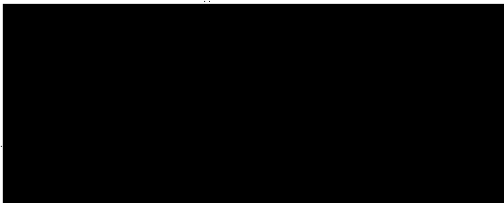


EMMA WOODS, CEO

in the presence of



MEGAN WOODS



)
)
)

Signature of director

Name of director


Signature of witness

Name of witness

Address of witness


Security Agent

For and on behalf of
U.S. BANK TRUSTEES LIMITED

By:.....

Name:LAWRENCE GRIFFITHS.....

Title:AUTHORISED ATTORNEY.....

By:.....

Name:Michael Leong.....

Title:Authorised Signatory.....