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CHWP000

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COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--

3370524

Name of company

Yo! Sushi Limited

Note

Please read the notes
on page 3 before
completing this form

* insert full name
of company

I/We ☒ Please see Appendix A attached hereto

Ø insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~[the sole director]~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that

§ delete whichever
is inappropriate

The business of the company is

(a) that of a ~~[recognised bank]~~ [licensed institution]† within the meaning of the Banking Act 1979§

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom§

(c) something other than the above§

The company is [the] [a] holding company of* Yo! Sushi UK Limited (Company Number 2994470)

(the "Financial Assistance Subsidiary") which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~[this company]~~ Yo! Sushi Group Limited (Company Number 5979402)

the holding company of this company]†

Presenter's name address and
reference (if any)

Attention Nicola Stewart
Latham & Watkins
99 Bishopsgate
London
EC2M 3XF

For official Use (02/00)
General Section

WEDNESDAY



LQ72CXYR

LD2

12/03/2008

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COMPANIES HOUSE

The assistance is for the purpose of [that acquisition]~~reducing or discharging a liability incurred for the purpose of that acquisition~~ † (note 1)

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this margin

The number and class of the shares acquired or to be acquired is Please see Appendix B attached hereto

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

The assistance is to be given to (note 2) Please see Appendix C attached hereto

The assistance will take the form of

Please see Appendix D attached hereto

The person who ~~has acquired~~ [will acquire] † the shares is

† delete as
appropriate

Sushi Holdings 3 Limited (Company Number 6524324) of 12 York Place, Leeds, LS1 2DS

The principal terms on which the assistance will be given are

Please see Appendix E attached hereto

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Please see Appendix F attached hereto

The value of any asset to be transferred to the person assisted is £ 0 00

Please do not
write in
this margin

The date on which the assistance is to be given is Please see Appendix G attached hereto

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

I/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

* delete either (a) or
(b) as appropriate

(a) [I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~[It is intended to commence the winding up of this company within 12 months of that date, and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]*~~ (note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 99 Bishopsgate
London
EC2M 3XF

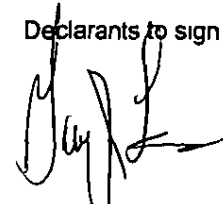
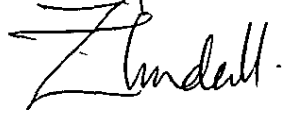

on

Day	Month	Year
10	03	2008

before me Bacile

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

Declarants to sign below

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form

- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

APPENDIX A

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the “Company”)

The names and addresses of all the directors of the Company are as follows:

- 1 Robin Rowland
Cowslip Cottages, Cowslip Lane, Mickleham, Surrey, RH5 6ET
2. Gary Thomas
20 Tudor Road, London, E9 7SN
- 3 Zoe Tindall
14 Randolph Mews, London, W9 1AW

APPENDIX B

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the "Company")

Number of Shares	Nominal Value	Class of Share
376, 586	£0 01	A Ordinary
145,767	£0.01	B Ordinary
92,180	£0 01	C Ordinary
4,293,414	£0.01	A Preference
1,162,385	£0 01	B Preference

APPENDIX C

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the “Company”)

The assistance is to be given to:

1. Sushu Holdings 2 Limited (company number 6523312)
12 York Place, Leeds LS1 2DS
2. Sushu Holdings 3 Limited (company number 6524324)
12 York Place, Leeds LS1 2DS
3. Lloyds TSB Bank plc (company number 2065)
25 Gresham Street, London, EC2V 7HN

APPENDIX D

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the "Company")

The assistance will take the form of the execution, delivery and performance by the Financial Assistance Subsidiary of its obligations under:

1. a £29,000,000 senior facilities agreement between, amongst others, Sushi Holdings 3 Limited ("**Bidco**") and Lloyds TSB Bank plc as lender (the "**Lender**") (the "**Senior Facilities Agreement**") the proceeds of which will be used, amongst other things, in part for the purposes of financing the acquisition of the shares in the Company's indirect holding company, Yo! Sushi Group Limited ("**Target**") by Bidco (the "**Acquisition**"), in part to repay facilities previously used by Target to acquire the entire issued share capital of the Company's holding company, Yo! Sushi Holdings Limited (the "**Barclays Facilities**") and to finance the costs and expenses incurred in connection with the Acquisition. By executing the Senior Facilities Agreement, the Financial Assistance Subsidiary.
 - (a) guarantees to the Lender punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the Finance Documents (as defined therein),
 - (b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal Obligor,
 - (c) indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover, and
 - (d) will permit the Lender to have the right to set-off any matured obligation due from the Financial Assistance Subsidiary to the Lender (to the extent beneficially owned by the Lender) against any matured obligation owed by that Lender to the Financial Assistance Subsidiary.

The guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

- 2 a £5,500,000 mezzanine facility agreement between, amongst others, Sushi Holdings 2 Limited ("**Holdco**") and Lloyds TSB Bank plc as mezzanine lender (the "**Mezzanine Lender**") (the "**Mezzanine Facility Agreement**") the proceeds of which will be used, amongst other things, in part for the purposes of financing the Acquisition, in part to repay the Barclays Facilities and to finance the costs and expenses incurred in connection with the Acquisition. By executing the Mezzanine Facility Agreement, the Financial Assistance Subsidiary:
- (a) guarantees to the Mezzanine Lender punctual performance by each other Obligor (as defined therein) of all that Obligor's obligations under the Finance Documents (as defined therein),
 - (b) undertakes with the Mezzanine Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal Obligor;
 - (c) indemnifies the Mezzanine Lender immediately on demand against any cost, loss or liability suffered by the Mezzanine Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Mezzanine Lender would otherwise have been entitled to recover, and
 - (d) will permit the Mezzanine Lender to have the right to set-off any matured obligation due from the Financial Assistance Subsidiary to the Mezzanine Lender (to the extent beneficially owned by the Mezzanine Lender) against any matured obligation owed by that Mezzanine Lender to the Financial Assistance Subsidiary.

The guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

- 3 an intercreditor deed dated on or around the date hereof (the "**Intercreditor Deed**") entered into between, among others, the Senior Lender, the Hedge Counterparty, the Mezzanine Lender, the Loan Note Creditors, the Intra-Group Creditors, the Company, the Parent, Holdco, the Borrowers and the Guarantors (as each such term is defined therein) which, amongst other things, subordinates debts, if any, owing to the Financial Assistance Subsidiary by other members of the group and regulates the priority and subordination of certain payments to the parties thereto;
- 4 a debenture (the "**Senior Debenture**"), pursuant to which the Financial Assistance Subsidiary (subject to the terms of the Senior Debenture) grants security over substantially all of its assets and undertakings in favour of the Lender to secure, amongst other things, its obligations under the Senior Facilities Agreement, and the Intercreditor Deed;
5. a debenture (the "**Mezzanine Debenture**"), pursuant to which the Financial Assistance Subsidiary (subject to the terms of the Mezzanine Debenture) grants security over substantially all of its assets and undertakings in favour of the

Mezzanine Lender to secure, amongst other things, its obligations under the Mezzanine Facility Agreement, and the Intercreditor Deed, and

- 6 an intra-group loan agreement (the “**Intra-Group Loan Agreement**”) to be made between, among others, the Financial Assistance Subsidiary as a lender and Bidco and Holdco (the “**Intra-Group Borrowers**”) under which the Financial Assistance Subsidiary will (subject to the terms thereof) make available loan facilities to the Intra-Group Borrowers as and when requested which may be used by the Intra-Group Borrowers to, inter alia, assist them in meeting their payment obligations under the Senior Facilities Agreement and the Mezzanine Facility Agreement,

(in each case as such document is amended, restated, varied or supplemented from time to time) together with the performance by the Financial Assistance Subsidiary of other acts in connection with the Acquisition and in financing costs incurred in connection with the Acquisition

APPENDIX E

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the "Company")

The principal terms on which the assistance will be given are as follows.

1 The Senior Facilities Agreement

All capitalised terms used in this paragraph 1 shall (unless otherwise defined in this Form 155(6)(b) (and appendices)) be as defined in the Senior Facilities Agreement

By executing the Senior Facilities Agreement, the Financial Assistance Subsidiary

- (a) guarantees to the Lender punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal Obligor;
- (c) indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover, and
- (d) will permit the Lender to have the right to set-off any matured obligation due from the Financial Assistance Subsidiary to the Lender (to the extent beneficially owned by the Lender) against any matured obligation owed by that Lender to the Financial Assistance Subsidiary

The guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

The guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness, making facilities available to new borrowers; any other variation or extension of the

purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing

2 The Mezzanine Facility Agreement

All capitalised terms used in this paragraph 2 shall (unless otherwise defined in this Form 155(6)(b) (and appendices)) be as defined in the Mezzanine Facility Agreement

By executing the Mezzanine Facility Agreement, the Financial Assistance Subsidiary

- (a) guarantees to the Lender punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal Obligor;
- (c) indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover; and
- (d) will permit the Lender to have the right to set-off any matured obligation due from the Financial Assistance Subsidiary to the Lender (to the extent beneficially owned by the Lender) against any matured obligation owed by that Lender to the Financial Assistance Subsidiary.

The guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

The guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital; enabling investor distributions to be made, carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness, making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

3 The Intercreditor Deed

All capitalised terms used in this paragraph 3 shall (unless otherwise defined in this Form 155(6)(b) (and appendices)) be as defined in the Intercreditor Deed.

By executing the Intercreditor Deed, the Financial Assistance Subsidiary will among other things agree to the priorities of the various liabilities and payment arrangements of the parties (including the subordination of certain payments) to the Intercreditor Deed in accordance with its terms and will subordinate debts owing to the Financial Assistance Subsidiary by other members of its group

4. The Senior Debenture

All capitalised terms used in this paragraph 4 shall (unless otherwise defined in this Form 155(6)(b) (and appendices)) be as defined in the Senior Debenture.

By executing the Senior Debenture, the Financial Assistance Subsidiary

- (a) covenants with the Lender that it shall on demand by the Lender discharge each and every liability which any Obligor may have to the Lender whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Senior Debenture or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by such Obligor or by some other person) and pay to the Lender every sum (of principal, interest or otherwise) owing due or incurred by that Financial Assistance Subsidiary to the Lender in respect of any such liabilities including all costs and expenses (including reasonable fees and costs of legal advisers) incurred by the Lender in connection with the preservation of, or the enforcement or attempted enforcement of, its rights under any Finance Document, including the Senior Debenture
- (b) with full title guarantee (subject to Permitted Security Interests) charges in favour of the Lender for the payment and discharge of the Secured Liabilities:
 - (i) by way of legal mortgage, the Land described in Schedule 1 (*Details of Land*) to the Senior Debenture and its proceeds of sale,
 - (ii) by way of legal mortgage, all estates or interest in any freehold or leasehold Land (except the Land described in Schedule 1 (*Details of Land*) to the Senior Debenture) belonging to the Financial Assistance Subsidiary at the date of the Debenture and their proceeds of sale,
 - (iii) by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 3 1(a) and 3 1(b) of the Senior Debenture, all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Financial Assistance Subsidiary or in which the Financial Assistance Subsidiary may have an interest, in each case at any time during the Security Period regardless (as regards immoveable assets) of their location; and
 - (iv) by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 3.1(a) and 3 1(b) of the Senior Debenture or a fixed charge under Clause 3 1(c) of the Senior Debenture, all liens, charges, options, agreements, rights and interests over Land belonging to the Financial Assistance Subsidiary or in which the Financial Assistance Subsidiary may have an interest, in each case at any time during the Security Period
- (c) with full title guarantee (subject to Permitted Security Interests) charges in favour of the Lender for the payment and discharge of the Secured Liabilities by way of fixed charge (and to the extent that they are not subject of a

mortgage or charge under Clause 3 1 (*Legal and equitable mortgages over land and immoveable assets*) of the Senior Debenture):

- (i) the Book Debts other than claims which are otherwise subject to a fixed charge or assignment (at law or equity) pursuant to the Senior Debenture,
 - (ii) all plant, machinery, vehicles, computers, office and other equipment owned by the Financial Assistance Subsidiary and, in all cases where such security is permitted, the full benefit of all licences, warranties and maintenance contracts for them;
 - (iii) the Securities,
 - (iv) the goodwill and uncalled capital of the Financial Assistance Subsidiary at any time during the Security Period,
 - (v) the Intellectual Property;
 - (vi) the Insurances, to the extent not otherwise subject to a fixed charge or assignment (at law or equity) pursuant to the Senior Debenture, and
 - (vii) all its rights under, or in connection with, authorisations held by the Financial Assistance Subsidiary at any time during the Security Period in connection with the business of the Financial Assistance Subsidiary or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Financial Assistance Subsidiary in respect of such authorisations
- (d) with full title guarantee (subject to Permitted Security Interests) charges in favour of the Lender for the payment and discharge of the Secured Liabilities by way of floating charge all Assets other than those Assets for the time being effectively
- (i) charged by way of legal or equitable mortgage or fixed charge as provided in Clause 3 1 (*Legal and equitable mortgages over land and immoveable assets*) of the Senior Debenture;
 - (ii) charged by way of fixed charge as provided in Clause 2 (*Fixed charges over assets and other rights*), or
 - (iii) assigned (whether at law or in equity) to the Lender as provided in Clause 4 of the Senior Debenture (*Assignment*)
- (e) with full title guarantee assigns by way of security in favour of the Lender for the payment and discharge of the Secured Liabilities by way of assignment all rights and claims under, or in respect of, the Contracts and the Key-Man Policy, and any returns of premium or other sums receivable in respect of them.
- (f) shall not create or allow to subsist any Security Interest on or over the Charged Assets (save for Permitted Security Interests)

- (g) shall, at its own expense, execute and do all such assurances, acts and things as the Lender may reasonably require for perfecting the Security Interests intended to be created by the Senior Debenture over the Charged Assets or following the occurrence of an Enforcement Event for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Lender or any Receiver of the Charged Assets or in any delegate or sub-delegate
- (h) shall if so requested by the Lender, promptly affix to the Charged Assets, and indorse or cause to be indorsed on the certificates and documents which constitute or evidence title to the Charged Assets, such notices, endorsements or memoranda referring to the Security as the Lender may reasonably and from time to time require.
- (i) agrees that the Lender may, after taking into account the combination, consolidation or merger referred to Clause 24.1 (*Combination*) of the Senior Debenture, set-off or transfer any sum standing to the credit of any of the Financial Assistance Subsidiary's accounts or otherwise owing by the Lender to the Financial Assistance Subsidiary in or towards satisfaction of the matured Secured Liabilities, and may do so whether or not the balances on those accounts and the Secured Liabilities are expressed in the same currency

5. The Mezzanine Debenture

All capitalised terms used in this paragraph 5 shall (unless otherwise defined in this Form 155(6)(b) (and appendices)) be as defined in the Mezzanine Debenture

By executing the Debenture, the Financial Assistance Subsidiary:

- (a) covenants with the Mezzanine Lender that it shall on demand by the Mezzanine Lender discharge each and every liability which any Obligor may have to the Mezzanine Lender whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Mezzanine Debenture or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by such Obligor or by some other person) and pay to the Mezzanine Lender every sum (of principal, interest or otherwise) owing due or incurred by that Financial Assistance Subsidiary to the Mezzanine Lender in respect of any such liabilities including all costs and expenses (including reasonable fees and costs of legal advisers) incurred by the Mezzanine Lender in connection with the preservation of, or the enforcement or attempted enforcement of, its rights under any Mezzanine Finance Document, including the Mezzanine Debenture.
- (b) with full title guarantee (subject to Permitted Security Interests) charges in favour of the Mezzanine Lender for the payment and discharge of the Secured Liabilities
 - (i) by way of legal mortgage, the Land described in Schedule 1 (*Details of Land*) to the Mezzanine Debenture and its proceeds of sale;

- (ii) by way of legal mortgage, all estates or interest in any freehold or leasehold Land (except the Land described in Schedule 1 (*Details of Land*) to the Mezzanine Debenture) belonging to the Financial Assistance Subsidiary at the date of the Mezzanine Debenture and their proceeds of sale,
 - (iii) by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 3.1(a) and 3.1(b) of the Mezzanine Debenture, all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Financial Assistance Subsidiary or in which the Financial Assistance Subsidiary may have an interest, in each case at any time during the Security Period regardless (as regards immovable assets) of their location; and
 - (iv) by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 3.1(a) and 3.1(b) of the Mezzanine Debenture or a fixed charge under Clause 3.1(c) of the Mezzanine Debenture, all liens, charges, options, agreements, rights and interests over Land belonging to the Financial Assistance Subsidiary or in which the Financial Assistance Subsidiary may have an interest, in each case at any time during the Security Period.
- (c) with full title guarantee (subject to Permitted Security Interests) charges in favour of the Lender for the payment and discharge of the Secured Liabilities by way of fixed charge (and to the extent that they are not subject of a mortgage or charge under Clause 3.1 (*Legal and equitable mortgages over land and immovable assets*) of the Mezzanine Debenture)
- (i) the Book Debts other than claims which are otherwise subject to a fixed charge or assignment (at law or equity) pursuant to the Mezzanine Debenture,
 - (ii) all plant, machinery, vehicles, computers, office and other equipment owned by the Financial Assistance Subsidiary and, in all cases where such security is permitted, the full benefit of all licences, warranties and maintenance contracts for them,
 - (iii) the Securities,
 - (iv) the goodwill and uncalled capital of the Financial Assistance Subsidiary at any time during the Security Period,
 - (v) the Intellectual Property;
 - (vi) the Insurances, to the extent not otherwise subject to a fixed charge or assignment (at law or equity) pursuant to the Mezzanine Debenture, and

- (vii) all its rights under, or in connection with, authorisations held by the Financial Assistance Subsidiary at any time during the Security Period in connection with the business of the Financial Assistance Subsidiary or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Financial Assistance Subsidiary in respect of such authorisations.
- (d) with full title guarantee (subject to Permitted Security Interests) charges in favour of the Lender for the payment and discharge of the Secured Liabilities by way of floating charge all Assets other than those Assets for the time being effectively
 - (i) charged by way of legal or equitable mortgage or fixed charge as provided in Clause 3 1 (*Legal and equitable mortgages over land and immoveable assets*) of the Mezzanine Debenture,
 - (ii) charged by way of fixed charge as provided in Clause 3 2 (*Fixed charges over other assets and rights*), or
 - (iii) assigned (whether at law or in equity) to the Mezzanine Lender as provided in Clause 4 of the Mezzanine Debenture (*Assignment*)
- (e) with full title guarantee assigns by way of security in favour of the Mezzanine Lender for the payment and discharge of the Secured Liabilities by way of assignment all rights and claims under, or in respect of, the Contracts and the Key-Man Policy, and any returns of premium or other sums receivable in respect of them
- (f) shall not create or allow to subsist any Security Interest on or over the Charged Assets (save for Permitted Security Interests)
- (g) shall, at its own expense, execute and do all such assurances, acts and things as the Mezzanine Lender may reasonably require for perfecting the Security Interests intended to be created by the Mezzanine Debenture over the Charged Assets or following the occurrence of an Enforcement Event for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Mezzanine Lender or any Receiver of the Charged Assets or in any delegate or sub-delegate
- (h) shall if so requested by the Mezzanine Lender, promptly affix to the Charged Assets, and indorse or cause to be indorsed on the certificates and documents which constitute or evidence title to the Charged Assets, such notices, endorsements or memoranda referring to the Security as the Mezzanine Lender may reasonably and from time to time require
- (i) agrees that the Mezzanine Lender may, after taking into account the combination, consolidation or merger referred to Clause 24 1 (*Combination*) of the Mezzanine Debenture, set-off or transfer any sum standing to the credit of any of the Financial Assistance Subsidiary's accounts or otherwise owing by the Mezzanine Lender to the Financial Assistance Subsidiary in or towards satisfaction of the matured Secured Liabilities, and may do so whether or not

the balances on those accounts and the Secured Liabilities are expressed in the same

6. The Intra-Group Loan Agreement

All capitalised terms used in this paragraph 6 shall (unless otherwise defined in this Form 155(6)(b) (and appendices)) be as defined in the Intra-Group Loan Agreement.

By executing the Intra-Group Agreement, the Financial Assistance Subsidiary will among other things make available loan facilities to such group companies as and when requested which may be used by such companies to, inter alia, assist them in meeting their payment obligations under the Senior Facilities Agreement and the Mezzanine Facility Agreement

7 Amendments

The Financial Assistance Subsidiary's obligations as described above continue in relation to the Senior Facilities Agreement, the Mezzanine Facility Agreement, the Intercreditor Deed, the Debenture and the Intra-Group Loan Agreement as they may be amended, modified, varied or restated from time to time

APPENDIX F

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the “Company”)

All capitalised terms used in this Appendix F shall be as defined in this Form 155(6)(b) (and appendices)

The amount of cash to be transferred to the person assisted is nil as at the date of the Form 155(6)(b) but potentially will be the maximum amount made available by the Financial Assistance Subsidiary to Bidco and Holdco pursuant to the terms of the Intra-Group Loan Agreement

APPENDIX G

Form 155(6)(b)

YO! SUSHI LIMITED

(company number 3370524)

(the “Company”)

The date on which the assistance is to be given is on any date prior to 8 weeks from the date of this Form 155(6)(b).



REES POLLOCK

Chartered Accountants

35 New Bridge Street
London EC4V 6BW
Telephone 020 7778 7200
Fax 020 7329 6408

AUDITORS' REPORT TO THE DIRECTORS OF YO! SUSHI LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 10 March 2008 in connection with the proposal that the Company's subsidiary, Yo! Sushi UK Limited, should give financial assistance in connection with the purchase of the entire issued share capital of the Company's parent undertaking, Yo! Sushi Group Limited

BASIS OF OPINION

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration

OPINION

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances

Rees Pollock
Chartered Accountants
Registered Auditor

10 March 2008