

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP or a
LL MR04



LD5 29/08/2014 #17
COMPANIES HOUSE

1 Company details

Company number 0 5 5 6 6 7 8 7

Company name in full GONDOLA HOLDINGS LIMITED (the "Company")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 6 0 9 2 0 1 1

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number* 5

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description DEBENTURE date 6 September 2011 between the Charging
Companies and the Security Agent (the "Debenture")

Continued on continuation page

Continuation page
Please use a continuation page if
you need to enter more details

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 CHARGING CLAUSE</p> <p>1 1 Fixed Charges</p> <p>Subject to the Existing Debentures, the Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 6 September 2011 and in future, from time to time owned by it or in which it has an interest</p> <p>(a) by way of legal mortgage all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and</p> <p>(b) by way of fixed charge</p> <p>Continued on continuation page</p>	

Part B **Charges created on or after 06/04/2013**

B1	Charge code	
	Please give the charge code. This can be found on the certificate	
Charge code ¹	<div> <div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div> <div></div> </div>	¹ Charge code This is the unique reference code allocated by the registrar

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- ☒ In full
☐ In part

C2**Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

Kenneth Velos

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

One Silk Street

Post town

County/Region

London

Postcode

E C 2 Y 8 H Q

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in
the charge

Solicitor for the chargor

C3**Signature**

Please sign the form here

Signature

Signature

X



X

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**Presenter information**

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

Contact name **Kenneth Velos**Company name **Linklaters LLP**Address **One Silk Street**

Post town

County/Region **London**

Postcode

E C 2 Y 8 H Q

Country

United Kingdom

DX

Telephone **+442074562642****Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**
 You have given the charge code

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1
 You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**Important information**

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

**Where to send**

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

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

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

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

**Further information**

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

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

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Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)	
	Please give a description of the instrument (if any) by which the charge is created or evidenced	
Instrument description	<p>Gondola Holdings Limited (5566787) (page 1)</p> <p>All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 6 September 2011 or in the future (which for the avoidance of doubt will include any amounts owing under or in connection with Facility E), in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability, which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 (the "Indebtedness")</p> <p>In this Form</p> <p>"Agreed Security Principles" means the principles set out in schedule 9 (Agreed Security Principles) to the Senior Facilities Agreement,</p> <p>"Assigned Agreements" means the Insurances and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Cash Collateral Accounts" means an account set up for the purposes of providing cash cover in accordance with clause 1 2(d) of the Senior Facilities Agreement,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p>	

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A3	Description of instrument (if any)	
Instrument description	<p data-bbox="357 405 1118 465">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="357 501 874 528">Gondola Holdings Limited (5566787) (page 2)</p> <p data-bbox="357 560 1118 696">"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28 16 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24 16 (Acceleration) of the Mezzanine Facility Agreement,</p> <p data-bbox="357 728 1118 976">"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent, "Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p data-bbox="357 1008 1118 1086">"Events of Default" means Events of Default as such term IS defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p data-bbox="357 1117 1118 1310">"Existing Debentures" means the English law debentures (a) dated 10 November 2006 between the Security Agent, the Parent and Gondola Acquisitions Limited, (b) dated 12 March 2007 between the Security Agent, Gondola Holdings Limited and the other charging companies listed therein, and (c) dated 9 April 2007 between the Security Agent, PizzaExpress Limited and the other charging companies listed therein,</p> <p data-bbox="357 1341 1118 1391">"Facility Agent" means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland),</p> <p data-bbox="357 1422 1118 1500">"Facility E" means the term loan facility made available under the Senior Facilities Agreement (if any) in accordance with clause 2 2 (Availability of Facility E) thereof,</p> <p data-bbox="357 1532 1118 1612">"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p data-bbox="357 1644 1118 1724">"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) to the Debenture, as set out in clause 1 2 of this form,</p> <p data-bbox="357 1756 1118 1814">"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p data-bbox="357 1845 938 1872">"Group Company" means a member of the Group,</p>	

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Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)	
	Please give a description of the instrument (if any) by which the charge is created or evidenced	
Instrument description	<p>Gondola Holdings Limited (5566787) (page 3)</p> <p>"Guaranteed Loan Notes" means the (a) 100 million floating rate guaranteed unsecured £1 "A" loan notes 2010 and (b) the £200 million floating rate guaranteed unsecured £1 "B" loan notes 2010 both issued by Gondola Acquisitions Limited (formerly Paternoster Acquisitions Limited),</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 6 September 2011 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Group Company,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"LNG Cash Collateral Account" means the account secured in favour of Bank of Scotland plc (formerly The Governor and Company of the Bank of Scotland) in connection with the provision of a guarantee by Bank of Scotland plc in respect of the Guaranteed Loan Notes,</p> <p>"Mezzanine Facility Agent" means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland),</p> <p>"Mezzanine Facility Agreement" means the Mezzanine facility agreement dated 10 November 2006 and as amended and restated by an amendment and restatement agreement dated 6 September 2011 under which certain lenders have made available facilities to the Parent,</p>	

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A3	Description of instrument (if any)	
Instrument description	<p data-bbox="359 405 1059 461">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="371 501 879 528">Gondola Holdings Limited (5566787) (page 4)</p> <p data-bbox="371 560 1102 640">"Mezzanine Finance Documents" means the Mezzanine Finance Documents as such term is defined in the Mezzanine Facility Agreement,</p> <p data-bbox="371 669 1046 750">"Mezzanine Finance Parties" means the Mezzanine Finance Parties as such term is defined in the Mezzanine Facility Agreement,</p> <p data-bbox="371 781 1098 837">"Nominated Account" means such account as the Security Agent may nominate,</p> <p data-bbox="371 866 1083 922">"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p data-bbox="371 952 1078 978">"Parent" means Gondola Finance 2 Limited (CRN 05953185),</p> <p data-bbox="371 1008 1051 1064">"Quasi-Security" has the meaning given to that term in clause 27 15 (Negative Pledge) of the Senior Facilities Agreement,</p> <p data-bbox="371 1093 1082 1173">"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,</p> <p data-bbox="371 1202 1050 1258">"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties, any Receiver and any Delegate,</p> <p data-bbox="371 1288 1114 1368">"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p data-bbox="371 1397 1086 1507">"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p data-bbox="371 1536 1091 1702">"Senior Facilities Agreement" means the facilities agreement dated 10 November 2006 and as amended and restated by an amendment and restatement agreement dated 6 September 2011 under which certain lenders have made facilities available to, among others, Gondola Acquisitions Limited as Principal Borrower,</p>	

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A3	Description of instrument (if any)	
Instrument description	Please give a description of the instrument (if any) by which the charge is created or evidenced	
	<p>Gondola Holdings Limited (5566787) (page 5)</p> <p>"Senior Finance Parties" means the Senior Finance Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Senior Finance Documents" means the Senior Finance Documents as such term is defined in the Senior Facilities Agreement,</p> <p>"Subsidiary" means a subsidiary and a subsidiary undertaking within the meaning of sections 736 and 258 of the Companies Act 1985 respectively, and</p> <p>"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto</p>	

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Gondola Holdings Limited (5566787) (page 6)

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts (except for the avoidance of doubt any debt owing under the LNG Cash Collateral Account),

(v) all debts and monetary claims (other than book debts) and all rights against third parties in respect of those debts and claims,

(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts (except for the avoidance of doubt the LNG Cash Collateral Account),

(vii) all its Intellectual Property,

(viii) all rights and interest in the Hedging Agreements,

(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(x) its goodwill and uncalled capital, and

(xi) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>Gondola Holdings Limited (5566787) (page 7)</p> <p>1 2 Floating Charge</p> <p>Subject to the Existing Debentures, as further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of floating charge all its assets as at 6 September 2011 and in future not effectively charged by way of fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above (except for the avoidance of doubt the LNG Cash Collateral Account) or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below</p> <p>1 3 Security Assignment</p> <p>(a) Subject to the Existing Debentures, as further security for the payment of the Indebtedness, Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company promptly re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default</p> <p>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>Gondola Holdings Limited (5566787) (page 8)</p> <p>1 5 Automatic Conversion of Floating Charge</p> <p>If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2 FURTHER ASSURANCE</p> <p>2 1 General</p> <p>(a) Subject to the Agreed Security Principles and any Security, notice or instruction that has been entered into or is to be entered into pursuant to the Existing Debentures, the Company shall at its own expense, promptly following request by the Security Agent, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture</p> <p>(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture,</p>	

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A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged																													
Short particulars	<p>Gondola Holdings Limited (5566787) (page 9)</p> <p>(c) Any security document required to be executed by the Company under clause 5.1 of the Debenture, as set out in this clause 2.1 will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture</p> <p>3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Company may not</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent</p> <p>except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent</p> <p>SCHEDULES</p> <p>SCHEDULE 1</p> <p>Charging Companies</p> <table><tr><th>Name</th><th>Registered Number</th></tr><tr><td>Gondola Acquisitions Limited</td><td>05926957</td></tr><tr><td>Gondola Holdings Limited</td><td>05566787</td></tr><tr><td>Gondola Investments Limited</td><td>04836955</td></tr><tr><td>Gondola Finance Limited</td><td>04992210</td></tr><tr><td>Riposte Limited</td><td>04836963</td></tr><tr><td>ASK Central Limited</td><td>03084650</td></tr><tr><td>ASK Restaurants Limited</td><td>02792998</td></tr><tr><td>PizzaExpress Limited</td><td>01404552</td></tr><tr><td>PizzaExpress Merchandising Limited</td><td>03285834</td></tr><tr><td>PizzaExpress (Restaurants) Limited</td><td>02805490</td></tr><tr><td>PizzaExpress (Wholesale) Limited</td><td>02813728</td></tr><tr><td>PizzaExpress Holdings Limited</td><td>07501525</td></tr><tr><td>Byron Hamburgers Limited</td><td>07228130</td></tr></table>	Name	Registered Number	Gondola Acquisitions Limited	05926957	Gondola Holdings Limited	05566787	Gondola Investments Limited	04836955	Gondola Finance Limited	04992210	Riposte Limited	04836963	ASK Central Limited	03084650	ASK Restaurants Limited	02792998	PizzaExpress Limited	01404552	PizzaExpress Merchandising Limited	03285834	PizzaExpress (Restaurants) Limited	02805490	PizzaExpress (Wholesale) Limited	02813728	PizzaExpress Holdings Limited	07501525	Byron Hamburgers Limited	07228130	
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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Gondola Holdings Limited (5566787) (page 10)

SCHEDULE 2
Details of Properties

Registered Land

None as at 6 September 2011

Unregistered Land

None as at 6 September 2011

SCHEDULE 3
Subsidiary Shares

Charging Company Gondola Holdings Limited

Subsidiary ASK Central Limited

Number and class of shares 101,265,600 ordinary shares of £0.05

Charging Company Gondola Holdings Limited

Subsidiary PizzaExpress Holdings Limited

Number and class of shares 100 ordinary shares of £1

Charging Company Gondola Holdings Limited

Subsidiary Byron Hamburgers Limited

Number and class of shares 1 ordinary share of £1