

MR01

Particulars of a charge

234474/39



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

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

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original**



A06 23/02/2016 #184
COMPANIES HOUSE

1 Company details

Company number 0 7 3 8 1 3 1 9

Company name in full CAU Restaurants Limited

For official use

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 7 20 16

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank plc (as Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

All current and future Material Land (except for any Floating Charge Leasehold Property) and Intellectual Property (except for any Floating Charge Intellectual Property) owned by the company, in each case as specified (and defined) in the Deed of Accession and Charge for New Chargers registered by this Form MR01 (the "Accession Deed") For more details please refer to the Accession Deed

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Megan Lovells International LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

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

Contact name **Umar Azmeh**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

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

Country **United Kingdom**

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 5967**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7381319

Charge code: 0738 1319 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2016 and created by CAU RESTAURANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2016.

DX

Given at Companies House, Cardiff on 26th February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Name GERT RAIG
Title Solicitor
Date 19/02/16

EXECUTION VERSION

Hogan Lovells International LLP (Ref 10142L) 006842
Atlantic House, Holborn Viaduct, London EC1A 2FG

THIS DEED OF ACCESSION AND CHARGE is made on 17 February 2016

BETWEEN.

- (1) THE COMPANIES LISTED IN SCHEDULE 1 HEREIN (each a "New Chargor" and together the "New Chargors"),
- (2) MALBEC MIDCO 2 LIMITED (registered in England and Wales under number 09911809) (the "Parent"), and
- (3) LLOYDS BANK PLC (the "Security Agent")

WHEREAS.

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 15 January 2016 between (1) the companies listed therein as Original Chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries")
- (B) Each New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed as if it were an original party to such Principal Deed as a Chargor

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Incorporation:** Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

1.2 **Additional Definitions:** In this Deed:

"Floating Charge Intellectual Property" means

- (a) any Intellectual Property owned by any New Chargor, and
- (b) the benefit of any agreements and licences now or in the future entered into or enjoyed by any New Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,

in each case, which such New Chargor is prohibited from charging or for which third party consent is required and has not yet been obtained in accordance with paragraph (a) of Clause 3.8 (*Intellectual Property consent*) of the Principal Deed

"Floating Charge Leasehold Property" means all leasehold property owned by any New Chargor which

- (a) has a term of less than 25 years to run as at the date of this Debenture, or

- (b) such New Chargor is prohibited or restricted under the terms of the lease from charging

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Insurance Policy" means any contract or policy of insurance of any New Chargor a claim in relation to which is capable of triggering a prepayment under clause 10 (*Mandatory Prepayment*) of the Facilities Agreement (including all cover notes but excluding any third party liability, business interruption or similar contracts or policies) of whatever nature which are from time to time taken out by or on behalf of any New Chargor or (to the extent of its interest) in which any New Chargor has an interest at any time, including each insurance policy listed in Schedule 4 (*Insurance Policies*) in which any New Chargor has an interest at any time and each other insurance policy from time to time relating to the provision of insurances of a type provided under the terms of any of the insurance policies listed in that Schedule in which any New Chargor has an interest at any time.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Material Intellectual Property" means any Intellectual Property owned by any New Chargor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted (including but not limited to the Specified Intellectual Property)

"Material Land" means

- (a) any freehold Land with a market value of £500,000 or more, or
- (b) any Land owned by any New Chargor which is material in the context of the business of the Group as a whole and which is required by it in order to carry on its business as it is being conducted

"Specified Intellectual Property" means any Intellectual Property as set out at Schedule 3 (*Specified Intellectual Property*) to this Deed

"Specified Investments" means, in relation to a New Chargor, all Investments (including, but not limited to those listed in Schedule 5 (*Specified Investments*)) which at any time

- (c) represent a holding in a Subsidiary of such New Chargor,
- (d) are held in the name of the Security Agent or its nominee or to its order, or
- (e) that New Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

other than any Excluded Investment.

2 ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2.1 Accession. Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor

2.2 Covenant to pay: Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents

2.3 Proviso: The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law

2.4 Parent's agreement to the accession: The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession

3 ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements

4 FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*) (except for any Floating Charge Leasehold Property),
- (b) by way of legal mortgage, all other Material Land in England and Wales now vested in it and not registered at the Land Registry (except for any Floating Charge Leasehold Property),
- (c) by way of fixed charge
 - (i) all other Material Land which is now, or in the future becomes, its property (except for any Floating Charge Leasehold Property),
 - (ii) all interests and rights in or relating to Material Land (except for any Floating Charge Leasehold Property) or the proceeds of sale of Land now or in the future belonging to it,

- (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4,
- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (v) all Specified Investments which are now its property, including all proceeds of sale derived from them,
- (vi) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (vii) all Dervative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (viii) all Dervative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
- (ix) all Insurance Policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,
- (x) all its goodwill and uncalled capital for the time being,
- (xi) all Specified Intellectual Property belonging to it,
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (except for any Floating Charge Intellectual Property),
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property (except for any Floating Charge Intellectual Property),
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow (except for any Floating Charge Intellectual Property),
- (xvi) with effect from the relevant Intellectual Property Consent Date, all Intellectual Property which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3.8 (*Intellectual Property consent*) of

the Principal Deed has ceased to be a Floating Charge Intellectual Property,

- (xvii) with effect from the relevant Intellectual Property Consent Date, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world which by virtue of obtaining third party consent pursuant to paragraph (a) of Clause 3.8 (*Intellectual Property consent*) of the Principal Deed has ceased to be a Floating Charge Intellectual Property,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xvii) inclusive of this Clause,
- (xix) all trade debts now or in the future owing to it,
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*),
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture, and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or effectively charged by any fixed charge contained in Clause 4 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge*)

and other restrictions) with respect to any such Asset (except to the extent permitted under any Finance Document)

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Except as otherwise permitted under any Finance Document or with the prior written consent of the Security Agent

- (a) each New Chargor shall not create or permit to subsist any Security over any of its Assets,
- (b) each New Chargor shall not sell, transfer or otherwise dispose of any of its Receivables, and
- (c) each New Chargor shall not
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other Group Company,
 - (ii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - (iii) enter into any other preferential arrangement having a similar effect,in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

7 RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to the New Chargors appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a

valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

7.4 The Security Agent will account to the New Chargors for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

7.5 Each New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf, and (ii) the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable

8 APPLICATION TO THE LAND REGISTRY

Each New Chargor

- (a) in relation to each register of title of any present and future Land of such New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed,
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,
 - (iii) a Form RX1 (*application to register a restriction*) in the following terms
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer"; and
 - (iv) a Form CH2 (*application to enter an obligation to make further advances*), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed

9 POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to

- (a) give effect to any further assurance, perfection or material obligation which such New Chargor is obliged to do (but has not done within 10 Business Days of being

notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document the Security Agent considers in its reasonable opinion is necessary for these purposes, and

- (b) following the occurrence of a Declared Default, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

9.2 Ratification: Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause

9.3 Sums recoverable: All sums expended by the Security Agent or any Receiver under this Clause shall be recoverable from the New Chargors under the terms of Clause 21 (*Costs and Expenses*) and Clause 22 (*Other indemnities*) of the Intercreditor Agreement

10 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 35 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (*New Chargors and Notice Details*)

11 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

12 GOVERNING LAW

This Deed and all non-contractual obligations arising in any way out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

13 ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court

- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

14 FINANCE DOCUMENT

This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargors and the Parent as a deed and signed by the Secunty Agent and it has been delivered and shall take effect on the date stated at the beginning of this document

Schedule 1 to Deed of Accession

New Chargors and Notice Details

NAME OF CHARGOR	REGISTERED NUMBER	ADDRESS FOR SERVICE AND FAX NUMBER	
CAU Restaurants Limited	07381319	Address	Fourth floor, 7-9 Swallow Street, London, W1B 4DE
		Facsimile No Attention	0207 494 4777 Gary Mann
Gioma (UK) Limited	02513775	Address	Fourth floor, 7-9 Swallow Street, London, W1B 4DE
		Facsimile No Attention	0207 494 4777 Gary Mann

Schedule 2 to Deed of Accession

Registered land to be mortgaged

Name of New Chargor/Registered Proprietor	Description of Property	Title Number
None as at the date of this Deed		

Unregistered land subject to first registration upon the execution of this Deed

None as at the date of this Deed.
--

The address for service of the Security Agent in the case of registered land is **Lloyds Bank plc
25 Gresham Street, London EC2V 7HN** for the attention of **Peter Irvine**

Schedule 3 to Deed of Accession

Specified Intellectual Property

None as at the date of this Deed

Schedule 4 to Deed of Accession

Insurance Policies

New Chargor	Insurer	Policy Type	Policy Number
Gioma (UK) Limited CAU Restaurants Limited	Mitsui Sumitomo Insurance	Property Damage / Business Interruption	57974A14AA
Gioma (UK) Limited CAU Restaurants Limited	Zurich Insurance	Engineering Insurance & Inspection	NMA12508
Gioma (UK) Limited CAU Restaurants Limited	Amlin UK	Motor Fleet	9105223
Gioma (UK) Limited CAU Restaurants Limited	Amlin Lloyds Syndicate & Others	Terrorism	PC001914
Gioma (UK) Limited CAU Restaurants Limited	HSB Engineering	Contractors All Risks Policy	00082524/2

Schedule 5 to Deed of Accession

Specified Investments

None as at the date of this Deed.

Execution pages to Deed of Accession

EXECUTION

THE NEW CHARGORS

Executed as a Deed by
CAU RESTAURANTS LIMITED
acting by

)
)
)
)



in the presence of

Signature of witness



Name of witness

Will Abraham

Address of witness

10 UPPER BANK ST
LONDON
E14 5JD

Executed as a Deed by
GIOMA (UK) LIMITED
acting by

)
)
)
)



in the presence of

Signature of witness



Name of witness

WILL ABRAHAM

Address of witness

10 UPPER BANK ST
LONDON
E14 5JJ

THE PARENT

Executed as a Deed by
Malbec Midco 2 Limited
acting by

)
)
)
)



in the presence of

Signature of witness



Name of witness

Wm ABRAHAM

Address of witness

10 JARVIS BANK ST

LONDON

E14 5JJ

THE SECURITY AGENT

Signed by
for and on behalf of
LLOYDS BANK PLC

)
)
)

Authorised Signatory

THE PARENT

Executed as a Deed by)
Malbec Midco 2 Limited)
acting by)
)

in the presence of

Signature of witness _____

Name of witness _____

Address of witness _____

THE SECURITY AGENT

Signed by)
for and on behalf of)
LLOYDS BANK PLC)



Authorised Signatory