



Registration of a Charge

Company Name: **WAGAMAMA LIMITED**

Company Number: **02605751**



Received for filing in Electronic Format on the: **27/05/2021**

XA5CQXWP

Details of Charge

Date of creation: **14/05/2021**

Charge code: **0260 5751 0024**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT AND TRUSTEE FOR THE SECURED PARTIES DEFINED IN AN INTERCREDITOR AGREEMENT DATED 9 MARCH 2021**

Brief description: **BOWL AND STAR LOGO; BOWL TO SOUL; NOODLE LAB WAGAMAMA LOGO; POSITIVE EATING + POSITIVE LIVING AND THE ADDITIONAL IP LISTED IN SCHEDULE 3 OF THE ATTACHED CHARGING DOCUMENT.**

Contains fixed charge(s).

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

Authentication of Form

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

Authentication of Instrument

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

Certified by:

KRISTA SIROLA



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2605751

Charge code: 0260 5751 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2021 and created by WAGAMAMA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2021 .

Given at Companies House, Cardiff on 28th May 2021

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



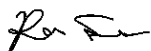
Companies House



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

I certify that this is a true copy (subject only to certain permitted redactions).

EXECUTION VERSION



Kirkland & Ellis International LLP

14 May 2021

GROUP DEBENTURE

subject to the terms of an Intercreditor Agreement dated 9 March 2021 and entered into
between

THE RESTAURANT GROUP PLC

and

THE COMPANIES NAMED IN THIS DEED

as Original Chargors

and

GLAS TRUST CORPORATION LIMITED

as Security Agent

Slaughter and May

One Bunhill Row
London EC1Y 8YY
MJXT/JSXS/TXR

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THIS GROUP DEBENTURE is dated 14 May 2021 and made between:

PARTIES:

- (1) **THE RESTAURANT GROUP PLC** (a company registered under the laws of Scotland with registered number SC030343) (the "**Company**");
- (2) **THE COMPANIES LISTED IN SCHEDULE 1 OF THIS DEED** (the "**Original Chargors**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** as security agent and trustee for the Secured Parties (as defined below) (the "**Security Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed and, in addition, the following terms have the following meanings:

"**Accession Deed**" means any accession deed substantially in the form set out in Schedule 4 (*Form of Accession Deed*).

"**Chargors**" means:

- (a) the Original Chargors; and
- (b) any other entity which accedes to this Deed as a Chargor pursuant to an Accession Deed.

"**Effective Time**" means the time immediately after the time at which both of the following have occurred:

- (a) the Existing Financing Arrangements (as defined in the Facilities Agreement and the Term Loan Agreement) have been repaid and cancelled in full; and
- (b) all existing security and guarantees relating to the Security Assets have been discharged.

"**Facilities Agreement**" means the £120,000,000 revolving facility agreement made between the Company, the Super Senior Facility Creditors, the Super Senior Facility Agent and others and dated 9 March 2021.

"**FC Chargor**" means a Chargor other than a HoldCo Chargor.

"**Further Shares**" means:

- (a) all shares in the issued share capital of each of the companies whose shares are charged pursuant to Schedule 2 (*Original Shares*) (other than the Original Shares and any shares comprised in the Related Rights); and
- (b) all shares in the issued share capital of any Material Subsidiary (other than the Original Chargors),

in each case, which the relevant Chargor may now or in the future own or have any right to.

"HoldCo Chargor" means the Original HoldCo Chargor and each other entity which is not a FC Chargor and accedes to this Deed and grants security over such Further Shares pursuant to Clause 6.1(b) (*Perfection: Shares*).

"Intercreditor Agreement" means the intercreditor agreement dated 9 March 2021 between, among others, the Company, the Super Senior Facility Agent, the Senior Facility Agent, the Security Agent.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how or other similar intellectual property rights and interests, whether registered or not, and including all applications for registration of any of them and rights to apply for them in any part of the world and all rights (including by way of licence) in, and other rights to use, any of them, and in each case, together with all Related Rights.

"LPA 1925" means the Law of Property Act 1925.

"Material Intellectual Property" means any Intellectual Property which is material in the context of the business as a whole, including the intellectual property rights described in Schedule 3 (*Intellectual Property*).

"Material Subsidiary" means any Material Subsidiary (as such term is defined in the Facilities Agreement and the Term Loan Agreement) which has acceded as an Additional Guarantor to the relevant Secured Debt Documents.

"Original FC Chargor" means the companies listed in Part A of Schedule 1 (*Original Chargors*).

"Original HoldCo Chargor" means the company listed in Part B of Schedule 1 (*Original Chargors*);

"Original Shares" means all of the shares referred to Schedule 2 (*Original shares*);

²³ **"Permitted Security"** means any security interest granted by a Chargor which is created and/or permitted to subsist pursuant to the Intercreditor Agreement and the Secured Debt Documents.

"Related Rights" means, in relation to any Security Asset:

- (a) the proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of any part of that asset;
- (b) all rights under any licence, sub-licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset; and
- (d) all cash dividends, interest and other sums paid or payable in respect of that asset;
- (e) any shares, stock or other assets which accrue or are offered, issued, paid or distributed at any time in respect of that asset;
- (f) the benefit of all rights in respect of or appurtenant to that asset (including, the benefit of all claims, distributions, covenants for title, warranties, guarantees, indemnities and security interests); and
- (g) any moneys and proceeds paid or payable in respect of that asset.

"Scottish Assets" means all the assets and undertaking of the Chargors whatsoever located in Scotland or otherwise governed by Scots law.

"Security" means the security interests constituted or expressed to be constituted in favour of the Security Agent by or pursuant to this Deed or an Accession Deed.

"Security Assets" means all the assets which from time to time are the subject of the Security or any part of those assets.

"Secured Debt Documents" means the Super Senior Finance Documents, the Senior Finance Documents, the Pari Passu Debt Documents, and the Hedging Agreements.

"Security Rights" means all rights of the Security Agent or any Receiver or Delegate provided by or pursuant to this Deed or by law in respect of the subject matter of this Deed.

"Shares" means, in relation to a Chargor, all its right, title and interest from time to time in and to:

- (a) the Original Shares;
- (b) any Further Shares;
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire the Original Shares or any Further Shares;
- (d) any other securities or investments deriving from, or any rights attaching or relating to, the Original Shares or any Further Shares,

in each case including any rights against any custodian, nominee, clearing system or other similar person holding any such right, title or interest on its behalf, and all dividends and all Related Rights.

"Term Loan Agreement" means the £380,000,000 term loan agreement made between the Company, the Senior Lenders, the Senior Agent and others and dated 9 March 2021.

1.2 Construction of Particular Terms

Unless a contrary intention appears, in this Deed the provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply as if set out in full in this Deed, *mutatis mutandis*, and any references to:

- (a) **"authorisation"** or **"consent"** shall be construed as including any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
- (b) a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) **"this Deed"**, the **"Intercreditor Agreement"**, any other **"Secured Debt Document"** or any other agreement or instrument is a reference to this Deed, the Intercreditor Agreement, that other Secured Debt Document or that other agreement or instrument as it may have been amended, supplemented, replaced, novated, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Debt Document or other agreement or instrument;
- (d) **"law"** includes any present or future common or customary law, principles of equity and any constitution, decree, judgment, decision, legislation, statute, order, ordinance, regulation, bye-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (e) **"qualified person"** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or an administrative receiver of any such company;
- (f) **"rights"** includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent).

1.3 Interpretation of this Deed

- (a) Unless a contrary indication appears, a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- (b) Unless a contrary indication appears, a reference to a time of day shall be construed as referring to London time.
- (c) The terms "**include**", "**includes**" and "**including**" shall be construed without limitation.
- (d) References in this Deed to any Clause or Schedule shall be to a Clause or Schedule contained in this Deed.
- (e) Clause and Schedule headings are for ease of reference only and shall be ignored in construing this Deed.
- (f) Unless a contrary indication appears, references to any provision of any law are to be construed as referring to that provision as it may have been, or may from time to time be, amended or re-enacted, and as referring to all bye laws, instruments, orders, decrees, ordinances and regulations for the time being made under or deriving validity from that provision.
- (g) The terms of the Secured Debt Documents and of any side letters between any of the parties in relation to any Secured Debt Documents are incorporated in this Deed to the extent required for any contract for the disposition of an interest in land (as defined in section 2(6) of the Law of Property (Miscellaneous Provisions) Act 1989) contained in this Deed to be a valid agreement in accordance with section 2(1) of that Act.

1.4 Agreement to override

- (a) This Deed is subject to the terms of the Intercreditor Agreement. If there is any conflict or inconsistency between the terms of this Deed and the terms of the Intercreditor, the terms of the Intercreditor Agreement will prevail.
- (b) Notwithstanding any provision in this Deed, nothing which is permitted to be done under each Secured Debt Document shall be deemed to constitute a breach of any term of this Deed.

1.5 Third party rights

- (a) Save as otherwise provided in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Deed.

- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or Delegate may, subject to this Clause 1.5, the Contracts (Rights of Third Parties) Act 1999 and the Contract (Third Party Rights) (Scotland) Act 2017, rely on any Clause of this Deed which expressly confers rights on it.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

- (a) Each FC Chargor shall pay and discharge all Secured Obligations at the time or times when, in the manner in which, and in the currencies in which, they are expressed to be due and payable.
- (b) Each HoldCo Chargor shall, to the extent of the proceeds of any enforcement of the Security granted by this Deed (and the liability of such HoldCo Chargor to the Security Agent shall be limited to the value of, and shall only be satisfied from, the Shares), pay to the Security Agent each of the Secured Obligations at the time or times when, in the manner in which, and in the currencies in which, they are expressed to be due and payable.

2.2 Default interest

Clause 23.5 (*Interest on demand*) of the Intercreditor Agreement shall apply in the event that any amount is not paid under this Deed when due.

3. FIXED CHARGE AND FLOATING CHARGE

3.1 Fixed Charge over Shares

From the Effective Time, and as continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest (save for Permitted Security), each Chargor charges by way of first fixed charge in favour of the Security Agent as trustee for the Secured Parties, all its right, title and interest from time to time in and to the Shares (to the extent applicable).

3.2 Fixed Charge over Intellectual Property

From the Effective Time, and as continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest (save for Permitted Security), each FC Chargor charges (subject to Clause 7.1 (*Intellectual Property Restricting Charging*)) by way of first fixed charge in favour of the Security Agent as trustee for the Secured Parties, all its right, title and interest from time to time in and to the Material Intellectual Property.

3.3 Floating Charge

- (a) From the Effective Time, and as continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title

guarantee and free of any security interest (save for Permitted Security), each FC Chargor charges by way of first floating charge all its present and future assets, property, business, undertaking and uncalled capital together with all Related Rights, in favour of the Security Agent as trustee for the Secured Parties.

- (b) This floating charge shall be without prejudice to and shall rank behind all fixed Security but shall rank in priority to any other Security over the Security Assets created by a FC Chargor on and/or after the Effective Time.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed.

3.4 Company voluntary arrangement moratorium

Obtaining a moratorium or doing anything with a view to obtaining a moratorium pursuant to Part A1 of the Insolvency Act (including any preliminary decision or investigation) shall not cause the floating charge over all or any of the Security Assets to crystallise until the date upon which it is permitted or deemed to crystallise in accordance with paragraph A22 of Part A1 of the Insolvency Act.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation by Notice

The Security Agent may at any time following the occurrence of the Effective Time by notice in writing to the Company convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets, other than the Scottish Assets, specified in the notice if:

- (a) an Acceleration Event has occurred; or
- (b) the Security Agent reasonably considers that any of the Security Assets may be in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy.

4.2 Automatic Crystallisation

Notwithstanding Clause 4.1 (*Crystallisation by Notice*) and without prejudice to any law which may have a similar effect, the floating charge will, other than in respect of the Scottish Assets, automatically and immediately be converted into a fixed charge as regards all the Security Assets subject to the floating charge if, following the Effective Time:

- (a) any FC Chargor creates or attempts to create or permits to subsist any security interest affecting any of the Security Assets (save for Permitted Security); or
- (b) any person levies or attempts to levy any distress, attachment, execution, expropriation, sequestration or other process against any of the Security Assets; or

- (c) an administrator is appointed in respect of a FC Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

5. REPRESENTATIONS

- (a) In addition to the representations and warranties contained in the Secured Debt Documents which each FC Chargor makes on the Effective Time, each Chargor represents and warrants to the Security Agent on each day during the continuance of the Security that the Shares over which it has granted security under this Deed are fully paid, not subject to any option to purchase or similar rights and constitute the entire issued share capital of each such company.
- (b) Each FC Chargor represents and warrants to the Security Agent on the Effective Date (or, in the case of an FC Chargor which has executed an Accession Deed after the Effective Date, on the date of that Accession Deed) that insofar as it is aware, having made due and careful enquiry, Schedule 3 (*Intellectual Property*) or, as applicable, the relevant Accession Deed, identifies all Material Intellectual Property which is legally and/or beneficially owned by it.
- (c) Each FC Chargor represents and warrants to the Security Agent on the Effective Date that insofar as it is aware, having made due and careful enquiry, no Intellectual Property legally and/or beneficially owned by it and set out in Schedule 3 (*Intellectual Property*) is Excluded Intellectual Property.
- (d) Each HoldCo Chargor represents and warrants to the Security Agent on the Effective Date (or, in the case of a HoldCo Chargor which has executed an Accession Deed after the Effective Date, on the date of that Accession Deed) that:
 - (i) it is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
 - (ii) subject to the Legal Reservations, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations;
 - (iii) subject to the Legal Reservations, this Deed creates the security interests which it purports to create and those security interests are valid and effective;
 - (iv) the entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security do not and will not conflict with:
 - (A) any law or regulation applicable to it or binding on its assets;
 - (B) its constitutional documents; or

- (C) any agreement or instrument binding upon it or any of its assets; and
- (v) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transaction contemplated by this Deed.
- (e) Each HoldCo Chargor represents and warrants to the Security Agent on each day during the continuance of the Security that:
 - (i) no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued to it in respect of the Shares over which it has granted security under this Deed;
 - (ii) it is the sole legal and beneficial owner of the Shares over which it has granted security under this Deed;
 - (iii) the constitutional documents of companies whose Shares are subject to the Security created by that HoldCo Chargor do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security; and
 - (iv) there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any company whose Shares are subject to the Security created by that HoldCo Chargor (including any option or right of pre-emption or conversion).

6. SHARES

6.1 Perfection: Shares

- (a)
 - (i) Each Chargor shall as soon as reasonably practicable following the Effective Time, in relation to the Shares:
 - (A) deliver to the Security Agent all certificates, documents of title and other documentary evidence of ownership and transfers duly executed by the relevant Chargor or its nominee with the name of the transferee left blank (or, if the Security Agent so requires, in favour of the Security Agent) together with all other documents the Security Agent may reasonably require to enable the Security Agent (or its nominee) or any purchaser to be registered as the owner of, or otherwise to obtain legal title to such Shares (the "**Title Documents**"); and
 - (B) terminate, with immediate effect, any third party rights in respect of the Shares or any of them granted pursuant to sections 145 or 146 of the Companies Act 2006.

- (ii) From the Effective Date, and until such time as the Title Documents are delivered to the Security Agent, the Title Documents shall be held to the order and for the benefit of the Security Agent.

(b) If, after the Effective Time:

- (i) any Further Shares are issued to, or otherwise acquired by, a Chargor; or
- (ii) any shares owned by a Chargor become Further Shares as a result of the issuer of such shares becoming a Material Subsidiary,

the Chargor owning such Further Shares shall comply with each of the obligations set out in paragraph (a) above in relation to such Further Shares as soon as reasonably practicable following the date on which such Further Shares are issued, acquired or become Further Shares.

- (c) If, after the Effective Time, any Further Shares come to be held by an entity which is not a Chargor (including, without limitation, as a result of any permitted reorganisation or due to a Subsidiary of the Company becoming a Material Subsidiary), the Company shall procure that such entity:

- (i) enters into a Deed of Accession; and
- (ii) complies with each of the obligations set out in paragraph (a) above in relation to such Further Shares,

as soon as reasonably practicable following the date on which the relevant Further Shares are transferred to the entity which is not a Chargor.

6.2 Undertakings: Shares

Prior to the occurrence of an Acceleration Event, each Chargor shall be entitled to:

- (a) receive and retain all dividends, interest, distributions and other moneys paid on or derived from any Shares; and
- (b) exercise all voting and other rights and power attached to such Shares, provided that the exercise of such rights:
 - (i) is not inconsistent with the terms of this Deed; and
 - (ii) does not adversely affect the validity or enforceability of this Deed.

6.3 Voting after enforcement

At any time after the occurrence of an Acceleration Event, the Security Agent shall be entitled to:

- (a) exercise or direct the exercise of the voting or other rights attached to any Shares; and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

6.4 Shares held by nominees of Chargors

If any Share is held in the name of a nominee of a Chargor, that Chargor shall promptly upon request by the Security Agent deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

6.5 Role of Security Agent or nominee

Each Chargor shall at all times remain liable to observe and perform all of the other conditions and obligations relating to the Shares. The Security Agent shall not be required to perform or fulfil any such conditions or obligations.

6.6 Default: Shares

If the relevant Chargor defaults on any payment which may be due or become due in respect of the Shares, the Security Agent may make such payment on behalf of the relevant Chargor, and the relevant Chargor shall reimburse the Security Agent on demand together with interest from the date of payment by the Security Agent until reimbursement at the rate specified in and calculated in accordance with clause 10.5 (*Default Interest*) of the Facilities Agreement.

6.7 Communications

- (a) Each Chargor shall promptly upon request by the Security Agent deliver to it a copy of each circular, notice, report, set of accounts or other document received by it or its nominee relating to any of its Shares.
- (b) Each Chargor shall promptly deliver to the Security Agent a copy of, and comply with, each request for information which is made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares.
- (c) If a Chargor does not comply with paragraph (b) above, the Security Agent may provide any information it has on behalf of that Chargor.

6.8 Payment of calls

- (a) Each Chargor shall promptly pay all calls or other payments in respect of any of its Shares.

- (b) If a Chargor does not comply with paragraph (a) above, the Security Agent may pay that call or other payment on behalf of that Chargor.
- (c) The relevant Chargor shall immediately on request by the Security Agent reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.8.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.2 (*Fixed Charge over Intellectual Property*) and from the operation of Clause 8 (*Further Assurance*) any Material Intellectual Property in which a FC Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that FC Chargor from creating any charge over its interest in that Material Intellectual Property (each, an “**Excluded Intellectual Property**”), in each case, solely until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant FC Chargor undertakes to use its reasonable endeavours promptly to notify the Security Agent and apply for and/or request the relevant consent or waiver of prohibition or condition and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and upon request to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under 3.2 (*Fixed Charge over Intellectual Property*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant FC Chargor will forthwith execute a valid fixed charge in respect of that formerly Excluded Intellectual Property (and on terms no more onerous than those in this Deed).

7.2 Perfection: Intellectual Property

- (a) The Company shall deliver and notify to the Security Agent as soon as reasonably practicable following:
 - (i) any change that occurs to the Material Intellectual Property described in Schedule 3 (*Intellectual Property*); or
 - (ii) any FC Chargor creating, acquiring, licensing or entering into any agreement to acquire or license any Material Intellectual Property which is not described in Schedule 3 (*Intellectual Property*),

details of all such Material Intellectual Property.

- (b) Each FC Chargor appoints the Security Agent as its agent to apply, at the Chargors' sole cost, for the Secured Parties' interest in its Material Intellectual Property, which is registered or the subject of an application for registration, to be recorded in any registers relating to such Material Intellectual Property and each FC Chargor shall, if requested by the Security Agent, execute all such documents and do all acts as the Security Agent may reasonably require to facilitate such registration.

8. FURTHER ASSURANCE

8.1 Further Action

Subject to the Agreed Security Principles, as applicable, each Chargor shall (and the Company shall procure that each other member of the Group will) at its own expense, promptly do all such acts or execute all such documents (including but not limited to 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, a Receiver or Delegate:

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent or any Secured Party in respect of any Security Asset provided by or pursuant to this Deed, the Secured Debt Documents or by law;
- (b) to confer on the Security Agent security interests over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security; and/or
- (c) to facilitate the realisation of any assets which are, or are intended to be, the subject of any Security.

8.2 Secured Debt Documents

Each Chargor shall (and the Company shall procure that each other member of the Group will) take all such action as is available to it (including making and assisting with 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 this Deed.

9. POWER OF ATTORNEY

9.1 Appointment

Each Chargor, by way of security for the payments of the Secured Obligations, irrevocably (within the meaning of section 4 of the Powers of Attorney Act 1971) appoints the Security Agent, each Receiver and each Delegate and any person nominated in writing by the Security Agent as its attorney, severally (with full powers of substitution and delegation), on its behalf and in its name and as its act and deed or otherwise, at any time after an Acceleration Event has occurred:

- (a) to take any action which the Chargor is obliged to take under this Deed but has not taken (including to do all such acts or execute all such documents, assignments, transfers, charges, notices, instructions, filings and registrations as the Security Agent may reasonably specify); and
- (b) to take any action required to enable the Security Agent to exercise all or any of the Security Rights,

and the taking of action by the attorney or attorneys shall (as between the attorney and any third party) be conclusive evidence to any third party of its right to take such action.

9.2 Ratification

Each Chargor undertakes to ratify and confirm whatever any attorney properly does or purports to do in the exercise or purported exercise of the powers granted or referred to in Clause 14.1 (*Appointment*).

10. EFFECTIVENESS OF SECURITY

10.1 Continuing Security

- (a) From the Effective Time, the Security shall remain in full force and effect as continuing security for the Secured Obligations unless and until discharged by the Security Agent in accordance with Clause 11 (*Release of Security*).
- (b) No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

10.2 Additional Security

The Security and the Security Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other rights provided by law. No prior security held by the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security.

10.3 Waiver of defences

Clause 25.5 (*Waiver of defences*) of the Intercreditor Agreement shall apply in relation to this Deed as if references to the obligations referred to in that clause were references to the obligations of each Chargor under this Deed.

10.4 New Account

If the Security Agent or any Secured Party receives notice of any subsequent security interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed, all payments by or on behalf of a Chargor to the Security Agent or any Secured Party shall be treated as having

been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

11. RELEASE OF SECURITY

11.1 Release of Security Assets

If the Security Agent is satisfied (acting reasonably) that:

- (a) all Secured Obligations have been unconditionally and irrevocably paid or discharged in full and that none of the Secured Parties has any further liability or obligation to advance any funds; or
- (b) security or a guarantee for the Secured Obligations, in either case, acceptable to the Security Agent, has been provided in substitution for this Deed; or
- (c) a Chargor is unconditionally entitled pursuant to the Intercreditor Agreement to have any Security Asset released from the Security,

then, subject to Clause 11.2 (*Reinstatement*), the Security Agent shall, at the request and cost of the Chargor, take all necessary action to release the Security Assets (or, in the case of (c) above, the relevant Security Assets), from the Security.

11.2 Reinstatement

If the Security Agent reasonably considers that any payment by a Chargor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, the liability of the Chargors under this Deed and the Security shall continue as if such amounts had not been paid.

12. ENFORCEMENT

12.1 Timing of Enforcement

Following the occurrence of the Effective Time, the Security shall (subject to the terms of the Intercreditor Agreement) be enforceable immediately upon and at any time after the occurrence of an Acceleration Event.

12.2 Enforcement Rights

Upon or after the Security becoming enforceable the Security Agent may (subject to the terms of the Intercreditor Agreement), without notice to any Chargor save as expressly provided in Clause 12.3 (*Security enforceable – Shares*) or prior authorisation from any court enforce all or any part of that Security and exercise all or any of the powers, authorities and discretions conferred by this Deed or otherwise by law on mortgagees, chargees and Receivers (whether or not it has appointed a Receiver), in each case at the times, in the manner and on the terms it thinks fit.

12.3 Security enforceable – Shares

Upon or after the Security becoming enforceable:

- (a) the Security Agent may exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (b) the Chargor shall hold all dividends, interest and other moneys arising from the Shares on trust for the Security Agent pending payment to the Security Agent for application in accordance with clause 18 (*Application of Proceeds*) of the Intercreditor Agreement;
- (c) the Security Agent may cause the Shares to be transferred into the name of such nominee(s) of the Security Agent as it shall require; and
- (d) the Chargor shall exercise (or refrain from exercising) any other rights conferred on or exercisable by the legal or beneficial owner of the Shares in such manner and on such terms as the Security Agent may think fit.

12.4 Financial Collateral Regulations

- (a) To the extent that any of the Security Assets, this Deed and the rights and obligations of the parties under this Deed constitute a "security financial collateral arrangement" (as defined in and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), at any time on or after the Security becoming enforceable, the Security Agent shall have the benefit of all of the rights of a collateral taker conferred upon it by the Regulations, including the right to appropriate all or any part of the Security Assets which constitutes financial collateral (as defined in the Regulations) in such manner as it sees fit in or towards discharge of the Secured Obligations.
- (b) The parties agree that if the Security Agent is required to value any of the financial collateral (as defined in the Regulations) so appropriated, the value shall be:
 - (i) in the case of cash, its face value at the time of appropriation; and
 - (ii) in the case of financial instruments or other financial collateral, such amount as the Security Agent reasonably determines by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may select, including having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

12.5 Set-off

Upon or after the Security becoming enforceable, the Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation of any Chargor which is due and payable to or for the account of the Security Agent under this Deed, against any moneys held by Security Agent for the account of any Chargor at any office of Security Agent anywhere and in any currency, whether or not matured. If any such

obligation is unliquidated or unascertained, the Security Agent may set off in an amount estimated by it in good faith to be amount of that obligation. The Security Agent may effect such currency exchanges as are appropriate to implement the set-off and any usual charges and all applicable Taxes in relation to such currency exchanges shall be subject to the indemnity in Clause 18.2 (*Enforcement costs*).

13. EXTENSION AND VARIATION OF POWERS CONFERRED BY LAW

13.1 Extension of Powers

The powers conferred by section 101 of the LPA 1925 as varied and extended by this Deed shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately on execution of this Deed.

13.2 Restrictions

The restrictions contained in sections 93 and 103 of the LPA 1925 shall not apply to this Deed or to the exercise by the Security Agent or any Receiver or Delegate of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale.

13.3 Power of Leasing

- (a) The statutory powers of leasing conferred by sections 99 and 100 of the LPA 1925 may be exercised by the Security Agent or any Receiver or Delegate at any time on or after the Security becomes enforceable. The Security Agent and any Receiver or Delegate may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925.
- (b) For the purposes of sections 99 and 100 of the LPA 1925, the expression "mortgagor" shall include any encumbrancer deriving title under the original mortgagor and section 99(18) of the LPA 1925 and section 100(12) of the LPA 1925 shall not apply.

14. APPOINTMENT OF RECEIVERS

14.1 Appointment

At any time:

- (a) on or after any of the Security becoming enforceable (whether or not the Security Agent shall have taken possession of the Security Assets); or
- (b) at the written request of a Chargor,

the Security Agent may, without notice to the relevant Chargor, appoint, one or more qualified persons to be Receiver or Receivers. If the Security Agent appoints more than one person as Receiver, the Security Agent may give the relevant persons power to

exercise all or any of the powers conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them.

14.2 Scope of appointment

Any Receiver may be appointed either Receiver of all the Security Assets or of such part of the Security Assets as may be specified in the appointment. In the latter case, the rights conferred by Clause 14.4 (*Powers of Receivers*) shall take effect as though every reference in that Clause to "rights" were a reference to rights in respect of the specified part of the Security Assets.

14.3 Removal

The Security Agent may from time to time, by deed or by instrument in writing signed by any officer or other person authorised for such purpose by it (so far as it is lawfully able and subject to any requirement of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it deems expedient, appoint any one or more other qualified persons in place of or to act jointly with any other Receiver.

14.4 Powers of Receivers

Any Receiver appointed under this Deed will (subject to any contrary provision specified in his appointment) have:

- (a) all the rights conferred by the LPA 1925 on mortgagors and on mortgagees in possession and on any receiver appointed under the LPA 1925;
- (b) all the rights of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Deed (whether or not in force at the date of exercise) and all rights of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Deed, in either case, whether or not the Receiver is an administrative receiver;
- (c) the right to manage, use and apply all or any of the Security Assets and to exercise (or permit the relevant Chargor or its nominee to exercise) all other rights of an absolute beneficial owner of the Security Assets;
- (d) the right to dispose of or otherwise realise all or any part of the Security Assets in any manner whatsoever (including any fixtures which may be severed and sold separately from the real property to which they are affixed);
- (e) all the rights expressed to be conferred upon the Security Agent in this Deed and in the Secured Debt Documents; and
- (f) the right to do all lawful things which in the opinion of the Receiver seem to be incidental or conducive to any of the functions, powers, authorities or discretions conferred on or vested in him, the exercise of the Security Rights or bringing into his hands any assets forming part of, or which when got in would form part of, the Security Assets.

14.5 Agent

Any Receiver shall for all purposes be the agent of the relevant Chargor and therefore deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Chargors shall be solely responsible for his contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by him and for the payment of his remuneration. No Receiver shall at any time act as, or be deemed to be, agent of the Security Agent or any Secured Party.

14.6 Remuneration

Subject to section 36 of the Insolvency Act 1986, the Security Agent may from time to time fix the remuneration of any Receiver appointed by it (without being limited to the maximum rate specified in section 109(6) of the LPA 1925) and may direct payment of such remuneration out of moneys accruing to him as Receiver, but the Chargors alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

15. DISCRETION AND DELEGATION

15.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons.

15.2 Delegation

- (a) Each of the Security Agent and any Receiver may at any time delegate all or any of the rights conferred on it by this Deed.
- (b) The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Agent may think fit.
- (c) Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Agent or the Receiver itself or any subsequent delegation or revocation.
- (d) Under no circumstances shall the Security Agent, nor any Secured Party nor any Receiver or Delegate nor any officer, agent or employee of any of them be liable to any Chargor or any other person as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate.

16. PROTECTION OF THIRD PARTIES

16.1 Consideration

The receipt of the Security Agent or any Receiver or Delegate shall be conclusive discharge to a purchaser and any sale or disposal of any of the Security Assets or any acquisition by the Security Agent or any Receiver or Delegate shall be for such consideration, and made in such manner and on such terms as it thinks fit.

16.2 Protection of Purchasers

- (a) No purchaser or other person dealing with the Security Agent, any Receiver or any Delegate shall be bound to inquire whether the right of the Security Agent or such Receiver or Delegate to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver or Delegate in such dealings.
- (b) All the protections given to purchasers from a mortgagee by sections 104 and 107 of the LPA 1925, and to persons dealing with a receiver in section 42(3) of the Insolvency Act 1986, shall apply equally to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

17. NO LIABILITY

Neither the Security Agent nor any Secured Party nor any Receiver or Delegate nor any officer, agent or employee of any of them will in any circumstances (whether by reason of taking possession of the Security Assets or for any other reason whatsoever):

- (a) be liable to account to the Chargors in respect of all or any part of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its respective powers under this Deed; or
- (b) be liable to the Chargors or any other person as a result of or in connection with:
 - (i) any neglect, default or omission in relation to the Security Assets; or
 - (ii) taking possession of or realising all or any part of the Security Assets,

except in each case, to the extent directly caused by fraud or wilful default or gross negligence on its part.

18. COSTS AND EXPENSES

18.1 Transaction and administration expenses

The provisions of clause 23 (*Costs and expenses*) of the Intercreditor Agreement are incorporated into this Deed as if set out in full *mutatis mutandis*.

18.2 Enforcement costs

Each Chargor shall indemnify the Security Agent and every Receiver, Delegate or other person appointed by the Security Agent under this Deed (each an **"Indemnified Party"**) within three Business Days of demand against all costs, charges and expenses incurred by any Indemnified Party in connection with:

- (a) enforcing, protecting, preserving or realising, or attempting to enforce, protect, preserve or realise, the rights vested in any Indemnified Party by this Deed or by law; and
- (b) any default by any Chargor in the performance of any of the obligations expressed to be assumed by it under this Deed.

19. SECURED PARTIES

Each party agrees that the Security Agent's interests and rights under and in respect of this Deed shall be held by the Security Agent as agent and, to the extent permitted by law, trustee for itself and the Secured Parties for the time being and from time to time on the terms set out in the Secured Debt Documents.

20. JOINT AND SEVERAL LIABILITY

Subject to Clause 2.1(b) (*Covenant to Pay*), the liabilities of each of the Chargors under this Deed shall be joint and several.

21. CERTIFICATES AND DETERMINATIONS

For all purposes, including any legal proceedings, a determination by the Security Agent or a copy of a certificate signed by an officer of the Security Agent, of the amount of any indebtedness comprised in the Secured Obligations shall, in the absence of manifest error, be conclusive evidence against the Chargors as to such amount.

22. ASSIGNMENT

22.1 Assignment by the Security Agent

The Security Agent may at any time, without the consent of the Chargors, assign or transfer all of its rights and obligations under this Deed to any successor Security Agent appointed in accordance with the Intercreditor Agreement. Upon such assignment and transfertaking effect, the replacement Security Agent shall be and be deemed to be acting as agent and trustee for each Secured Party (as well as for itself) for the purposes of this Deed in place of the previous Security Agent.

22.2 Assignment by the Chargors

No Chargor shall assign or transfer, or attempt to assign or transfer, any of its rights or obligations under this Deed.

23. NOTICES

Any communication to be made under or in connection with this Deed shall be in accordance with clause 27 (*Notices*) of the Intercreditor Agreement.

24. REMEDIES AND WAIVERS

No failure to exercise, nor any delay or omission in exercising, on the part of the Security Agent, any right provided by law or under this Deed shall impair, affect or operate as a waiver of that or any other right or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any right shall prevent any further or other exercise or the exercise of any other right. The rights provided in this Deed are cumulative and not exclusive of any rights provided by law.

25. PARTIAL INVALIDITY

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction or any other jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired.

26. TRUSTS AND ORDER OF APPLICATION

- (a) If any trust intended to arise pursuant to any provision of this Deed fails or for any reason (including the laws of any jurisdiction in which any assets, moneys, payments or distributions may be situated) cannot be given effect to, the relevant Chargor will pay to the Security Agent for application in accordance with clause 18 (*Application of Proceeds*) of the Intercreditor Agreement an amount equal to the amount (or the value of the relevant assets) intended to be so held on trust for the Security Agent.
- (b) All moneys received or recovered by the Security Agent or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

27. COUNTERPARTS

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

28. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 28 is for the benefit of only the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

29. GOVERNING LAW

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

IN WITNESS of which this Deed has been signed on behalf of the Security Agent and is intended to be and is hereby executed as a deed by each Chargor and is delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1
ORIGINAL CHARGORS**

Part A – Original FC Chargors

Name of Original Chargor	Registration number (or equivalent, if any)
The Restaurant Group plc	SC030343
The Restaurant Group (UK) Limited	00894426
TRG (Holdings) Limited	05556066
Blubeckers Limited	01994330
Brunning and Price Limited	01543132
TRG Concessions Limited	12061348
Wagamama Group Limited	03237591
Wagamama Limited	02605751

Part B – Original HoldCo Chargor

Name of Original HoldCo Chargor	Registration number (or equivalent, if any)
Mabel Bidco Limited	07556525

**SCHEDULE 2
ORIGINAL SHARES**

Chargor	Name of company in which shares are held	Class of shares	Number of shares held	Issued Share Capital
The Restaurant Group plc	TRG (Holdings) Limited	Ordinary shares	265,420,656	£26,542,065.60
TRG (Holdings) Limited	The Restaurant Group (UK) Limited	Ordinary shares	34,374,610	£3,437,461
TRG (Holdings) Limited	Brunning and Price Limited	Ordinary shares	50,229	£50,229
TRG (Holdings) Limited	TRG Concessions Limited	Ordinary shares	100	£100
TRG (Holdings) Limited	Blubeckers Limited	Ordinary shares	5,219	£5,219
Wagamama Group Limited	Wagamama Limited	Ordinary shares	25,000	£25,000
Mabel Bidco Limited	Wagamama Group Limited	Ordinary shares	1,033,000	£1,033,000

Schedule 3
INTELLECTUAL PROPERTY

No.	Trademark	Jurisdiction	Application Date	Application No.	Registration Date	Registration No.	Status	Class	Chargor
1	Bowl and star Logo	EU	29 Oct 2014	013414214	24 Mar 2015	013414214	Registered	9, 25, 35, 43	Wagamama Limited
2	BOWL TO SOUL	EU	29 Oct 2014	013414008	24 Mar 2015	013414008	Registered	16, 35, 43	Wagamama Limited
3	Noodle Lab Wagamama Logo	EU	10 Jan 2019	018008719	10 Jan 2019	018008719	Registered	43	Wagamama Limited
4	POSITIVE EATING + POSITIVE LIVING	EU	21 Jul 1998	000883025	4 Oct 1999	000883025	Registered	29, 30, 31, 32, 33, 42	Wagamama Limited
5	POSITIVE EATING + POSITIVE LIVING	EU	21 Jul 2003	003279924	10 Aug 2005	003279924	Registered	16, 25, 35, 38, 43	Wagamama Limited
6	WAGAMAMA	EU	30 Apr 1998	000810010	18 Jul 2000	000810010	Registered	29, 30, 31, 32, 33, 42	Wagamama Limited



7	WAGAMAMA	EU	1 May 1998	002516565	12 Jun 2003	002516565	Registered	3, 14, 16, 18, 21, 25	Wagamama Limited
8	WAGAMAMA	EU	20 Mar 2003	003102233	18 Apr 2005	003102233	Registered	35, 38, 43	Wagamama Limited
9	wagamama & star logo	EU	31 Aug 2005	004613204	6 Sep 2007	004613204	Registered	3, 14, 16, 18, 21, 25, 29, 30, 31, 32, 33, 35	Wagamama Limited
10	wagamama & star logo	EU	1 Nov 2005	004718334	14 Nov 2006	004718334	Registered	43	Wagamama Limited
11	WAGAMAMA FEED YOUR GOOD	EU	15 Sep 2016	015826449	2 Jan 2017	015826449	Registered	43	Wagamama Limited
12	Bowl and star Logo	UK	29 Oct 2014	UK009134142 14	24 Mar 2015	UK0091341421 4	Registered	9, 25, 35, 43	Wagamama Limited
13	BOWL TO SOUL	UK	29 Oct 2014	UK009134140 08	24 Mar 2015	UK0091341400 8	Registered	16, 35, 43	Wagamama Limited


14	MAMAGO	UK	18 Jan 2019	3368168	18 Jan 2019	3368168	Registered	43	Wagamama Limited
15	MAMAGO Logo (series of 2)	UK	18 Jan 2019	3368163	18 Jan 2019	3368163	Registered	43	Wagamama Limited
16	Noodle Lab Wagamama Logo	UK	10 Jan 2019	UK00918008719	10 Jan 2019	UK00918008719	Registered	43	Wagamama Limited
17	Noodle Lab Wagamama Logo (series of 3)	UK	30 Oct 2017	3266979	30 Oct 2017	3266979	Registered	43	Wagamama Limited
18	POSITIVE EATING + POSITIVE LIVING	UK	21 Jul 1998	UK00900883025	4 Oct 1999	UK00900883025	Registered	29, 30, 31, 32, 33, 42	Wagamama Limited
19	POSITIVE EATING + POSITIVE LIVING	UK	21 Jul 2003	UK00903279924	10 Aug 2005	UK00903279924	Registered	16, 25, 35, 38, 43	Wagamama Limited
20	WAGAMAMA	UK	27 Aug 1993	1545942	27 Aug 1993	1545942	Registered	9, 18, 41	Wagamama Limited



21	WAGAMAMA	UK	30 Apr 1998	UK00900810010	18 Jul 2000	UK00900810010	Registered	29, 30, 31, 32, 33, 42	Wagamama Limited
22	WAGAMAMA	UK	1 May 1998	UK00902516565	12 Jun 2003	UK00902516565	Registered	3, 14, 16, 18, 21, 25	Wagamama Limited
23	WAGAMAMA	UK	20 Mar 2003	UK00903102233	18 Apr 2005	UK00903102233	Registered	35, 38, 43	Wagamama Limited
24	wagamama & device (black and white)	UK	22 Feb 2010	2539719	28 May 2010	2539719	Registered	35, 39, 43	Wagamama Limited
25	wagamama & star logo	UK	31 Aug 2005	UK00904613204	6 Sep 2007	UK00904613204	Registered	3, 14, 16, 18, 21, 25, 29, 30, 31, 32, 33, 35	Wagamama Limited
26	wagamama & star logo	UK	1 Nov 2005	UK00904718334	14 Nov 2006	UK00904718334	Registered	43	Wagamama Limited
27	WAGAMAMA FEED YOUR GOOD	UK	15 Sep 2016	UK00003185804	15 Sep 2016	UK00003185804	Registered	43	Wagamama Limited




28	WAGAMAMA FEED YOUR GOOD	UK	15 Sep 2016	UK009158264 49	2 Jan 2017	UK0091582644 9	Registered	43	Wagamama Limited
29	WAGAMAMA LOUNGE (series of 2)	UK	13 Sep 2011	2594203	23 Dec 2011	2594203	Registered	18, 25, 41, 43	Wagamama Limited
30	WAGAMAMAGO Logo	UK	31 Oct 2017	3267191	31 Oct 2017	3267191	Registered	9, 43	Wagamama Limited
31	BOWL TO SOUL	US	6 Jan 2016	86867265	11 Feb 2020	5980436	Registered	16, 35	Wagamama Limited
32	POSITIVE EATING + POSITIVE LIVING	US	13 Mar 2001	76230865	6 Apr 2004	2828894	Registered	42	Wagamama Limited
33	Wagamama & star logo	US	7 Sep 2018	88108808	22 Oct 2019	5888511	Registered	16, 18, 21, 25	Wagamama Limited
34	Bowl and star Logo	US	6 Jan 2016	86867272	4 Apr 2017	5174260	Registered	9, 25, 35, 43	Wagamama Limited
35	WAGAMAMA	US	5 Feb 1998	75429653	2 Apr 2002	2554467	Registered	16, 25, 42	Wagamama Limited

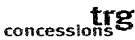
36	WAGAMAMA	US	15 Jun 2005	79022445 (881218)	27 Feb 2007	3213690 (881218)	Registered	21, 35, 43	Wagamama Limited
37	Wagamama & star logo	US	9 Feb 2006	79027378 (894674)	24 Jun 2008	3453906 (894674)	Registered	16, 35, 43	Wagamama Limited
38	WAGAMAMA	WIPO	25 Aug 2010	1053729	25 Aug 2010	1053729	Registered	43	Wagamama Limited
39	POSITIVE EATING + POSITIVE LIVING	WIPO	24 May 2007	936870	24 May 2007	936870	Registered	16, 25, 29, 30, 31, 32, 33, 35, 38, 43	Wagamama Limited
40	WAGAMAMA	WIPO	30 Mar 2012	1122646	9 Aug 2012	1122646	Registered	16, 18, 25, 29, 30, 35, 43	Wagamama Limited
41	WAGAMAMA	WIPO	26 Nov 1999	725367	26 Nov 1999	725367	Registered	16, 25, 42	Wagamama Limited
42	WAGAMAMA	WIPO	4 Mar 2004	821411	4 Mar 2004	821411	Registered	29, 30, 31, 32, 33	Wagamama Limited

43	WAGAMAMA	WIPO	15 Jun 2005	881218	15 Jun 2005	881218	Registered	3, 21, 35, 38, 43	Wagamama Limited
44	Wagamama & star logo	WIPO	9 Feb 2006	894674	9 Feb 2006	894674	Registered	3, 14, 16, 18, 21, 25, 29, 30, 31, 32, 35, 43	Wagamama Limited
45		UK	16/07/1996	UK00002105310	16/07/1996	UK00002105310	Registered	43	Blubeckers Limited
46	COAST TO COAST	EU	30/03/2011	009852906	05/09/2011	009852906	Registered	29, 30, 43	The Restaurant Group (UK) Limited
47		EU	19/09/2011	010275097	22/02/2012	010275097	Registered	29, 30, 43	The Restaurant Group (UK) Limited
48	F&B (Stylised)	EU	08/07/2005	004533162	24/08/2006	004533162	Registered	29, 30, 43	The Restaurant Group (UK) Limited

49	FRANKIE & BENNY'S	EU	04/11/1999	001371749	18/12/2000	001371749	Registered	29, 30, 32, 33, 42	The Restaurant Group (UK) Limited
50	BRUNNING & PRICE	UK	11/01/2016	UK00003143923	27/05/2016	UK00003143923	Registered	29, 30, 43	The Restaurant Group (UK) Limited
51	CHIQUITO	UK	11/01/2016	UK00003143867	03/08/2018	UK00003143867	Registered	29, 30, 43	The Restaurant Group (UK) Limited
52		UK	11/01/2016	UK00003143884	03/08/2018	UK00003143884	Registered	29, 30, 43	The Restaurant Group (UK) Limited
53	COAST TO COAST	UK	30/03/2011	009852906	05/09/2011	UK00909852906	Registered	29, 30, 43	The Restaurant Group (UK) Limited
54	COAST TO COAST	UK	11/01/2016	UK00003143932	27/05/2016	UK00003143932	Registered	29, 30, 43	The Restaurant Group (UK) Limited

55		UK	19/09/2011	010275097	22/02/2012	UK00910275097	Registered	29, 30, 43	The Restaurant Group (UK) Limited
56	F&B	UK	08/07/2005	004533162	24/08/2006	UK00904533162	Registered	29, 30, 43	The Restaurant Group (UK) Limited
57	F&B	UK	11/01/2016	UK00003143825	01/07/2016	UK00003143825	Registered	29, 30, 35, 43	The Restaurant Group (UK) Limited
58	FILLING STATION	UK	17/07/1992	UK00001506900	17/07/1992	UK00001506900	Registered	42	The Restaurant Group (UK) Limited
59		UK	11/01/2016	UK00003143897	27/05/2016	UK00003143897	Registered	43	The Restaurant Group (UK) Limited
60	FIREJACK / FIREJACKS	UK	15/06/2017	UK00003237579	20/10/2017	UK00003237579	Registered	29, 30, 43	The Restaurant Group (UK) Limited

61	FRANKIE & BENNY'S	UK	20/06/1996	UK00002103210	20/06/1996	UK00002103210	Registered	43	The Restaurant Group (UK) Limited
62	FRANKIE & BENNY'S	UK	04/11/1999	001371749	18/12/2000	UK00901371749	Registered	29, 30, 32, 33, 42	The Restaurant Group (UK) Limited
63	FRANKIE & BENNY'S	UK	11/01/2016	UK00003143835	01/07/2016	UK00003143835	Registered	29, 30, 32, 33, 35, 43	The Restaurant Group (UK) Limited
64		UK	16/10/2014	UK00003077340	20/03/2015	UK00003077340	Registered	43	The Restaurant Group (UK) Limited
65		UK	16/10/2014	UK00003077332	16/10/2014	UK00003077332	Registered	29, 30, 32, 33, 43	The Restaurant Group (UK) Limited
66		UK	05/02/2019	UK00003372843	26/04/2019	UK00003372843	Registered	35, 43, 45	The Restaurant Group (UK) Limited

67	TRG	UK	05/02/2019	UK00003372834	07/06/2019	UK00003372834	Registered	35, 43, 45	The Restaurant Group (UK) Limited
68		UK	05/02/2019	UK00003372837	07/06/2019	UK00003372837	Registered	35, 43, 45	The Restaurant Group (UK) Limited
69	CHIQUITO	EU	18/11/2003	003539558	28/04/2005	003539558	Registered	29, 30, 43	The Restaurant Group Plc
70	CHIQUITO	UK	18/11/2003	003539558	28/04/2005	UK00903539558	Registered	29, 30, 43	The Restaurant Group Plc

SCHEDULE 4 FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on [•]

BETWEEN

- (1) [Additional Chargor] a company incorporated in [•] with registered number [•] (the "Acceding Company");
- (2) [•] as borrower under the [•] (the "Borrower"); and
- (3) [RBC EUROPE LIMITED] as Security Agent for the Secured Parties (as defined below) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated [•] and made between (1) the Original Chargers named therein and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in or construed for the purposes of the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

1.2 Construction

Clause 1.2 (*Construction of Particular Terms*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

2.1 Accession

The Acceding Company agrees to become a Chargor and accordingly:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages and other security which are stated to be created or granted by the Debenture,

as [if it had been an original party to the Debenture as one of the Original Chargors] / [a HoldCo Chargor].

2.2 [Covenant to pay]

Without prejudice to the generality of Clause 2.1 (*Accession*), the Acceding Company (jointly and severally with the other Chargors), covenant in the terms set out in clause 2.1 (*Covenant to Pay*) of the Debenture.]¹

2.3 Charge

Without prejudice to the generality of Clause 2.1 (*Accession*), the Acceding Company with full title guarantee, charges (and agrees to charge) to the Security Agent for the payment and discharge of the Secured Obligations all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clause 3.1 (*Fixed charge*) [and 3.2 (*Floating charge*)]¹ of the Debenture including (without limiting the generality of the foregoing):

- (a)]by way of first fixed charge, all its right, title and interest from time to time in and to the Shares[;
- (b) by way of first fixed charge, all its right, title and interest from time to time in and to the Material Intellectual Property (subject to obtaining any necessary third party consent to such fixed charge); and
- (c) by way of first floating charge all its present and future assets, property, business, undertaking and uncalled capital together with all Related Rights]¹.

2.4 Consent

The Borrower (as agent for itself and the existing Chargors) consents to the accession of the Acceding Company to the Debenture on the terms in this Accession Deed and agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if the Acceding Company had been named in the Debenture as a [HoldCo] Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all reference in the Debenture to "*this Deed*" and similar expressions shall include reference to this Accession Deed.

4. ACCEDING COMPANY DETAILS

4.1 Notice details

[*Proposed Additional Chargor's*] administrative details are as follows:

¹ Include in respect of an FC Chargor.

Address:

Fax No:

Attention:

4.2 Shareholder details

As at the date of this Accession Deed (and for information purposes only), the Acceding Company confirms that its shareholders are as follows:

Shareholder	Class of shares	Number of shares held	Issued share capital
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

5. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this will have the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been signed on behalf of the Security Agent and is intended to be and is hereby executed as a deed by the Acceding Company and the Borrower and is delivered on the date stated at the beginning of this Deed.

SIGNATURES TO THE ACCESSION DEED

EXECUTED as a DEED

by [*Proposed Additional Chargor*]

_____ Director

_____ Director/Secretary

EXECUTED as a DEED

by THE RESTAURANT GROUP PLC

_____ Director

_____ Director/Secretary

The Security Agent

By:

Address:

SIGNATURES

The Company

EXECUTED as a **DEED** by
THE RESTAURANT GROUP PLC
acting by a director in the presence of:

)
)
)
)


.....
Director

Witness's signature:


.....

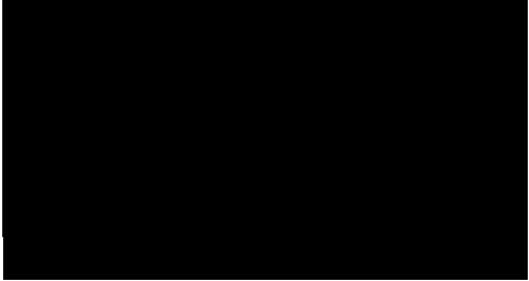
Name (print):

UMER USMAN
.....

Occupation:

.....


Address:

.....


The Original Chargors

EXECUTED as a DEED by
THE RESTAURANT GROUP (UK)
LIMITED
acting by a director in the presence of:

Director

Witness's signature:

Name (print):

UMER USMAN

Occupation:

Address:

EXECUTED as a **DEED** by
TRG (HOLDINGS) LIMITED
acting by a director in the presence of:

Witness's signature:

Name (print):

UMER USMAN

Occupation:

Address:

$\left. \begin{array}{l}) \\ } \\) \\ } \end{array} \right\}$

[REDACTED]

UMER USMAN

.....

Age Group	Percentage
18-24	100%
25-34	90%
35-44	80%
45-54	70%
55-64	60%
65-74	50%
75-84	40%
85+	30%

~~~~~

.....

UMER USMAN

REPRODUCED FROM THE [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

**EXECUTED** as a **DEED** by  
**BLUBECKERS LIMITED**  
acting by a director in the presence of:

)  
)  
)  
)

[Redacted signature block]

Witness's signature:

[Redacted signature]

Name (print):

UMER USMAN

Occupation:

[Redacted occupation]

Address:

[Redacted address block]

**EXECUTED** as a **DEED** by  
**BRUNNING AND PRICE LIMITED**  
acting by a director in the presence of:

)  
)  
)  
)

[Redacted signature block]

Director

Witness's signature:

[Redacted signature]

Name (print):

UMER USMAN

Occupation:

Address:

[Redacted address block]

)

|  |   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
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.....

UMER USMAN

XXXXXXXXXXXX

The diagram consists of a large black rectangle at the top, a smaller black rectangle below it, and two small black squares at the bottom, connected by lines.

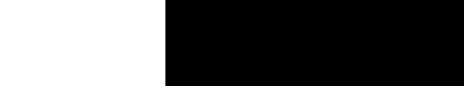
— — — — —

KLAS

4-10-10 DIRECTOR OF [REDACTED] b6 b7C  
[REDACTED] b6 b7C

Yusef Usman

XXXXXX



**EXECUTED** as a **DEED** by )  
**WAGAMAMA LIMITED** )  
acting by a director in the presence of: )  
)

.....  
Director

Witness's signature: .....

Name (print): .....

Occupation: .....

Address: .....

**EXECUTED** as a **DEED** by )  
**WAGAMAMA GROUP LIMITED** )  
acting by a director in the presence of: )  
)



Witness's signature: .....

Name (print): PHIL DERBYSHIRE

Occupation: 

Address: 





**Original HoldCo Chargor**

**EXECUTED** as a **DEED** by  
**MABEL BIDCO LIMITED**  
acting by a director in the presence of:

)  
)  
)  
)

.....  
Director

Witness's signature:

.....

Name (print):

.....

Occupation:

.....

Address:

.....

**Original HoldCo Chargor**

**EXECUTED** as a **DEED** by  
**MABEL BIDCO LIMITED**  
acting by a director in the presence of:

)  
)  
)  
)



Director

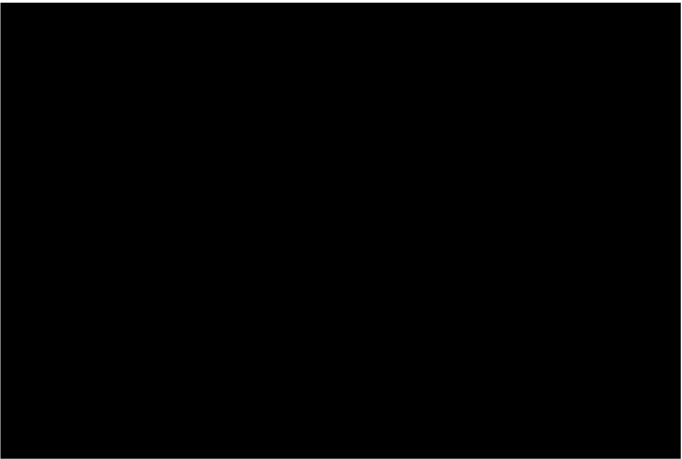
Witness's signature:



Name (print):

..... UMER USMAN .....

Occupation:



Address:

## The Security Agent

Signed by )  
 )  
 )  
\_\_\_\_\_)  
for and on behalf of **GLAS** )  
**TRUST CORPORATION** )  
**LIMITED**

Address: 45 Ludgate Hill, 2<sup>nd</sup> Floor,  
London EC4M 7JU

Attention: Transaction Management  
Group (Restaurant Group  
TRN00001672)

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**The Security Agent**

Signed by )  
Paul Fletcher )  
Transaction Manager )  
for and on behalf of **GLAS** )  
**TRUST CORPORATION** )  
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