

MG01

Particulars of a mortgage or charge

089217/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

MONDAY



ANGDRZ80

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14/11/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 3 8 1 3 1 9

Company name in full

CAU Restaurants Limited (the "Company")

→ Filing in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d 9 m 1 y 2 y 0 y 1 y 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security accession deed dated 9 November 2011 (the "**Accession Deed**")
between, amongst others, the Company and Lloyds TSB Bank plc, by which
the Company agrees to be bound by the terms of a debenture dated 17
December 2007 (the "**Debenture**").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Company covenants with the Security Trustee and
the other Finance Parties that they will on demand
pay and discharge the Secured Liabilities when due

Capitalised terms used but not defined above shall
have the meaning given to them on the continuation
sheets relating to the "short particulars of all
the property mortgaged or charged".

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Lloyds TSB Bank plc (the "Security Trustee")

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see the attached continuation sheets.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

x Herbert Smith LLP x

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lindsay Hiscock

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7466 2357



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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.

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

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1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1.1 Accession of the Company to the Debenture

Pursuant to Clause 2 (*Accession of CAU*) of the Accession Deed, the Company agreed to become a Chargor for the purposes of the Debenture and agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

1.2 Creation of Security

Pursuant to Clause 3 (*Creation of Security*) of the Accession Deed, the Company mortgaged, charged and assigned to the Security Trustee all its business, undertaking and assets on the terms of Clause 3 of the Debenture provided that Clauses 3.1.1 to 3.1.6 (inclusive) of the Accession Deed shall apply

1.3 Land

Pursuant to Clause 3.1 (*Land*) of the Debenture and subject to Clause 3.1.6 (*Excluded Assets*) of the Debenture, the Company charged

1.3.1 by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land*) to the Accession Deed, attached hereto (pursuant to Clause 3.1.1 of the Accession Deed), and

1.3.2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Land

1.4 Shares

Pursuant to Clause 3.2 (*Shares*) of the Debenture, the Company charged by way of fixed charge

1.4.1 all Shares, and

1.4.2 all related Distribution Rights,

provided that, pursuant to Clause 3.1.2 of the Accession Deed, the Shares charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*) to the Accession Deed, attached hereto

1.5 Investments

Pursuant to Clause 3.3 (*Investments*) of the Debenture, the Company charged by way of fixed charge all Investments and all related Distribution Rights, including those held for it by any nominee

1.6 Plant and Machinery

Pursuant to Clause 3.4 (*Plant and Machinery*) of the Debenture, the Company charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture

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1 7 Book Debts

Pursuant to Clause 3 5 (*Book Debts*) of the Debenture, the Company charged by way of fixed charge

1 7 1 all Book Debts, and

1 7 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts

1 8 Non Trading Debts

Pursuant to Clause 3 6 (*Non Trading Debts*) of the Debenture, the Company charged by way of fixed charge

1 8 1 all Non Trading Debts, and

1 8 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts

1 9 Accounts

Pursuant to Clause 3 7 (*Accounts*) of the Debenture, the Company charged by way of fixed charge all amounts standing to the credit of

1 9 1 each Account provided that, pursuant to Clause 3 1 3 of the Accession Deed, the Accounts charged by way of fixed charge shall include those set out in Schedule 3 to the Accession Deed, attached hereto, and

1 9 2 any other bank account in its name or to which it is beneficially entitled or in which it has an interest

1 10 Intellectual Property Rights

Pursuant to Clause 3 8 (*Intellectual Property Rights*) of the Debenture, the Company charged by way of fixed charge all Intellectual Property Rights provided that, pursuant to Clause 3 1 4 of the Accession Deed, the Intellectual Property Rights charged by way of fixed charge shall include those set out in Schedule 4 (*Intellectual Property Rights*) to the Accession Deed, attached hereto

1 11 Goodwill

Pursuant to Clause 3 9 (*Goodwill*) of the Debenture, the Company charged by way of fixed charge its goodwill

1 12 Uncalled capital

Pursuant to Clause 3 10 (*Uncalled Capital*) of the Debenture, the Company charged by way of fixed charge its uncalled capital

1 13 Authorisations

Pursuant to Clause 3 11 (*Authorisations*) of the Debenture, the Company charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

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1 14 Assigned Agreements

Pursuant to Clause 3 12 (*Assigned Agreements*) of the Debenture, the Company:

- 1 14 1 assigned absolutely all its rights and interests under the Assigned Agreements to which it is party to the extent that it is not prohibited from doing so under the terms of such Assigned Agreements, and
- 1 14 2 until an Event of Default occurs, but subject to Clause 14 (*Assigned Agreements and Insurances*) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements,

provided that pursuant to Clause 3 1 5 of the Accession Deed, the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 5 (*Assigned Agreements*) to the Accession Deed attached hereto

1 15 Insurances

Pursuant to Clause 3 13 (*Insurances*) of the Debenture the Company

- 1 15 1 assigned absolutely all its rights and interests in the Insurances, and
- 1 15 2 until an Event of Default occurs, but subject to Clause 14 (*Assigned Agreements and Insurances*) of the Debenture, the Company may continue to deal with the counterparties to the Insurances,

provided that pursuant to Clause 3 1 6 of the Accession Deed, the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in Schedule 6 (*Insurances*) to the Accession Deed attached hereto

1 16 Contractual rights

Pursuant to Clause 3 14 (*Contractual rights*) and subject to Clause 3 16 (*Excluded Assets*) of the Debenture, the Company charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements to the extent they are effectively assigned by Clause 3 12 (*Assigned Agreements*) of the Debenture

1 17 Other assets

Pursuant to Clause 3 15 (*Other assets*) of the Debenture

- 1 17 1 the Company charged by way of first floating charge with full title guarantee all its rights to and title and interest from time to time in the whole of its business, undertaking and assets, whatsoever and wheresoever, present and future, other than any business, undertaking and assets validly and effectively charged by way of fixed charge or assigned (whether at law or in equity) under Clause 3 (*Creation of Security*) of the Debenture,
- 1 17 2 the floating charge created pursuant to Clause 3 15 (*Other assets*) of the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and

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- 1 17 3 without prejudice to Clause 1 17 2 above the Security Trustee has reserved its rights to appoint an administrative receiver on and following an Enforcement Event in accordance with sections 72B to H (inclusive) of the Insolvency Act 1986

1 18 Excluded Assets

Pursuant to Clause 3 16 (*Excluded assets*) of the Debenture and notwithstanding the provisions of Clauses 3 1 (*Land*) to 3 15 (*Other assets*) (inclusive) of the Debenture but subject to the provisions of Clause 3 17 (*Trust*) of the Debenture, Security shall only be created under the Debenture over or in respect of

- 1.18 1 any interest of the Company in any Land under a lease (or a contract for a lease) to the extent such lease (or contract for a lease) prohibits or restricts either absolutely or subject to any condition (including the consent of any third party) the Company from creating any Security over its interest in such Land, or

- 1 18 2 any right of the Company under any agreement which prohibits or restricts either absolutely or subject to any conditions (including the consent of any third party) the Company from charging such right,

to the extent such Security is not prohibited or restricted under the relevant lease or agreement, (each such interest, right or asset being an "Excluded Asset") until such interest, right or asset is mortgaged, charged or assigned (as appropriate) in accordance with Clause 3 17 4 (*Trust*) of the Debenture at which time it shall no longer be an Excluded Asset

1 19 Trust

- 1 19 1 Notwithstanding the provisions of Clause 3 16 (*Excluded Assets*) of the Debenture, and subject to Clause 3 17 2 of the Debenture, if or to the extent that for any reason the assignment or charging of any Security Asset (other than any right under an Assigned Agreement which is effectively subject to a fixed charge pursuant to Clause 3 14 (*Contractual rights*) of the Debenture) is prohibited, the Company has agreed that it shall hold it on trust for the Security Trustee pursuant to Clause 3 17 1 of the Debenture

- 1 19 2 Pursuant to Clause 3 17 2 of the Debenture, if

- (A) the reason referred to in Clause 1 19 1 above, or
(B) the reason that an Assigned Agreement is not effectively assigned pursuant to Clause 3 12 (*Assigned Agreements*) of the Debenture,

is that (i) a consent or waiver must be obtained, and/or (ii) one or more conditions must be satisfied, the Company undertook

- (1) within 5 Business Days of the date of the Accession Deed or, if the Security Asset is acquired after the date of the Accession Deed, within 5 Business Days of the date of acquisition, subject to Clause 1 19 3 (below)

- (a) to apply for the consent or waiver, and/or

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- (b) to use all reasonable endeavours to satisfy the relevant conditions or obtain a waiver of the same, and
 - (2) to keep the Security Trustee informed of its progress in obtaining such consent or waiver or fulfilling such condition (as the case may be), and
 - (3) forthwith upon receipt of such consent or waiver, to provide the Security Trustee with a copy
- 1 19 3 Where the consent or waiver is not to be unreasonably withheld, the Company has agreed, pursuant to Clause 3 17.3 of the Debenture that it shall use all reasonable endeavours to obtain it as soon as possible
- 1 19 4 Pursuant to Clause 3 17 4 of the Debenture, on the waiver or consent being obtained, or the condition being satisfied, the Company agreed that the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 of the Debenture and the trust in respect of that Security Asset referred to in Clause 1 19 1 above shall terminate. If required by the Security Trustee at any time following receipt of that waiver or consent or the fulfilment of the condition, and without prejudice to Clause 22 2 (*Further Action*) of the Debenture, the Company has agreed that it will execute a document granting and/or perfecting Security over that Security Asset in such form as the Security Trustee shall require.

1 20 Nature of security created

Pursuant to Clause 4 (*Nature of security created*) of the Debenture, the Security created under the Debenture is created

- 1 20 1 as a continuing security to secure the payment and discharge of the Secured Liabilities,
- 1 20 2 (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- 1 20 3 in favour of the Security Trustee as trustee for the Finance Parties, and
- 1 20 4 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company does not know and could not be reasonably expected to know about them)

1 21 Further Assurance

- 1 21 1 Pursuant to Clause 22 1 (*Application to Land Registrar*) of the Debenture the Company consented on the date of the Accession Deed, to the registration against the registered title specified opposite its name in Schedule 1 of the Accession Deed (*Land charged by way of legal mortgage*) of
 - (A) 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

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for the time being of the debenture dated [*date of Debenture*] in favour of Lloyds TSB Bank plc (as trustee for the Finance Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of Lloyds TSB Bank plc (Form P)", and

- (B) a notice, that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents

1 21 2 Pursuant to Clause 22 2 (*Further action*) of the Debenture, the Company has agreed that it shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee may require in order to

- (A) give effect to the requirements of the Debenture and the Accession Deed,
(B) protect, preserve and perfect the Security intended to be created by or pursuant to the Debenture and the Accession Deed,
(C) protect and preserve the ranking of the Security intended to be created by or pursuant to the Debenture and the Accession Deed with any other Security over any assets of the Company, or
(D) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any Administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Law of Property Act 1925 and (ii) contain an assignment to the Security Trustee of the Book Debts in any manner reasonably required by the Security Trustee

1 21 3 Pursuant to Clause 22 3 (*Deposit of documents*) of the Debenture, the Company covenanted that, on the date of the Accession Deed and at all times during the Security Period as soon as it receives them (and in any event as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with the Security Assets

- (A) all deeds, certificates and other documents of or evidencing title, and
(B) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Trustee at the expense and risk of the Company

1 21 4 Pursuant to Clause 22 4 (*Registration of Trade Marks, Community Trade Marks and Patents*) of the Debenture, the Company (if applicable) shall

- (A) within 20 Business Days of the date of the Accession Deed, apply to the Comptroller-General of Patents, Designs and Trade Marks, the Office for Harmonization in the Internal Market and to the Registrar of Companies to register the charge created by Clause 3 8 (*Intellectual Property Rights*) pursuant to the provisions of section 25 of the Trade

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Marks Act 1994, Article 19 of Council Regulation 40/94/EC, the Patents Act 1997 and section 395 of the Companies Act 1985, and

- (B) pay all fees necessary to make the registrations required to be made under paragraph (A) before the latest time provided for payment

Each Registered Intellectual Property Chargor acknowledges the right of the Security Trustee, or any duly authorised agent of the Security Trustee, to apply to the Comptroller-General of Patents, Designs and Trade Marks, the Office for Harmonization in the Internal Market and to the Registrar of Companies to register the charge created by Clause 3.8 (*Intellectual Property Rights*) of the Debenture pursuant to the provisions of section 25 of the Trade Marks Act 1994, Article 19 of Council Regulation 40/94/EC, the Patents Act 1997 and section 395 of the Companies Act 1985 on or after any failure by the relevant Chargor to register the charge pursuant to Clause 22.4 1(A) of the Debenture

- 1 21 5 The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in Clause 22 of the Debenture

1.22 Negative Pledge

Pursuant to Clause 7 2 (*Negative pledge*) of the Debenture, and save as expressly permitted by the Senior Facilities Agreement, the Company shall not create or permit to subsist any Security over any Security Asset except for Permitted Security

2. DEFINITIONS

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Senior Facilities Agreement by which a party accedes to the Senior Facilities Agreement

"Account" means a Cash Collateral Account, a Current Account, a Holding Account or a Mandatory Prepayment Account (as each such term is defined in the Senior Facilities Agreement) and each other account of a Chargor

"Additional Facility Documents" means each document relating to or evidencing the terms of an additional facility made available pursuant to Clause 8 of the Senior Facilities Agreement

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property

"Ancillary Document" means each document relating to or evidencing the terms of an ancillary facility made available pursuant to Clause 8 of the Senior Facilities Agreement

"Assigned Agreements" means the Intra-Group Loan Agreements

"Assignment Agreement" means an agreement by which, amongst other matters, an existing lender assigns all or part of its rights under the Senior Facilities Agreement and related agreements to a new lender

"Authorisation" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration

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"Book Debts" means, in relation to the Company, all its book debts arising in the ordinary course of trading

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

- (A) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or
- (B) (in relation to any date for payment of purchase of euro) any TARGET day

"Chargor" means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 27 (*Additional Chargors*) of the Debenture

"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them

"Event of Default" means any event or circumstance specified as such in Clause 27 (*Events of Default*) of the Senior Facilities Agreement

"Enforcement Event" means the occurrence of an Event of Default which is continuing

"Excluded Asset" has the meaning given to that term in Clause 1.18 of this Form MG01,

"Fee Letter" means any letter or agreement setting out any of the fees referred to in Clause 16 of the Senior Facilities Agreement

"Finance Document" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Transfer Certificate, any Assignment Agreement, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Additional Facility Document and any other document designated as a Finance Document in accordance with the Senior Facilities Agreement

"Finance Parties" means the agent and the arrangers appointed in connection with the Senior Facilities Agreement, the Security Trustee, the Lenders (as defined in the Senior Facilities Agreement), the Issuing Bank (as defined in the Senior Facilities Agreement), the Hedge Counterparty/ies (as defined in the Senior Facilities Agreement), any Ancillary Lender and any Additional Lender (as each such term is defined in the Senior Facilities Agreement)

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by Gaucha Acquisitions Limited and a lender under the Senior Facilities Agreement (or an affiliate of a lender that has become a party to the Intercreditor Agreement) for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the facilities made available under the Senior Facilities Agreement

"Insurance" means, in relation to the Company, each contract or policy of insurance to which the Company is a party or in which it has an interest, other than any policy which is taken out in respect of third party liabilities

"Intellectual Property Rights" means

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- (A) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (B) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (C) any other right to use, or application to register or protect, any of the items listed in paragraphs (A) or (B) above,

arising or subsisting in any jurisdiction and whether registered or not

"Intercreditor Agreement" means the intercreditor agreement dated 14 December 2007 between, amongst others, the Security Trustee and Gaucho Holdings Limited

"Intra-Group Loan Agreement" means an agreement under which a group company has or will make available a credit facility or a loan available to another group company

"Investments" means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)

"Land" has the same meaning as it has in section 205(1) of the Law of Property Act 1925

"Non Trading Debts" means all debts and monies due or payable to the Company except for Book Debts and those referred to in Clause 3.7 (*Accounts*) of the Debenture

"Obligors" means group companies that are borrowers or guarantors under the Finance Documents, including group companies that have become borrowers or guarantors by accession to the Finance Documents after the date on which the Finance Documents were first executed.

"Original Chargor" means the companies listed in Schedule 1 (*Original Chargors*) to the Debenture and Gaucho Holdings Limited

"Permitted Security" means

- (A) any lien arising by operation of law and in the ordinary course of its day-to-day trading activities, and not as a result of any default or omission by the Company, in respect of any obligation which is less than 90 days overdue or which is being contested in good faith and by appropriate means,
- (B) any netting or set-off arrangement entered into by the Company pursuant to or in connection with an Ancillary Document or an Additional Facility Document or in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of group companies (including a facility established pursuant to an Ancillary Document or an Additional Facility Document which is an overdraft comprising more than one account) but only so long as (a) such arrangement does not permit credit balances of the Company to be netted or set off against debit balances of group companies which are not Obligors and (b) such arrangement does not give rise to other Security over the assets of the Company in support of liabilities of group companies which are not Obligors,
- (C) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the

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Company in the ordinary course of its day-to-day trading activities and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Company,

- (D) any Quasi-Security arising as a result of a disposal which is permitted under the terms of the Senior Facilities Agreement,
- (E) any Security or Quasi-Security arising as a consequence of any finance lease permitted pursuant to the terms of the Senior Facilities Agreement,
- (F) any Security entered into pursuant to any Finance Document or any related document,
- (G) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any group company other than any permitted under paragraphs (A) to (F) above) does not exceed £50,000 (or its equivalent in other currencies)

"Plant and Machinery" means, in relation to the Company, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

"Quasi-Security" means any transaction described in Clause 26 15 2 (*Negative pledge*) of the Senior Facilities Agreement

"Receiver" means a receiver appointed pursuant to the Debenture or the Accession Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver

"Registered Intellectual Property" means

- (A) all trade marks,
- (B) all community trade marks,
- (C) all patents, and
- (D) all registered IP applications

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **"Regulation"** means any of them

"Secured Liabilities" means the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by the Company of section 151 of the Companies Act 1985.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

"Security Accession Deed" means a deed executed by a Group Company (as that term is defined in the Senior Facilities Agreement) substantially in the form set out in Schedule 9 (*Form of*

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Security Accession Deed) to the Debenture, with those amendments which the Security may approve or reasonably require

"Security Assets" means, in relation to the Company, all of its assets and rights which are the subject of any Security created or intended to be created by the Debenture and the Accession Deed (including, for the avoidance of any doubt and without limitation, each Excluded Asset)

"Security Period" means the period starting on the date of the Senior Facilities Agreement and ending on the date on which the agent appointed in connection with the Senior Facilities Agreement is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the facilities made available under the Senior Facilities Agreement

"Senior Facilities Agreement" means the senior facilities agreement dated 14 December 2007 originally entered into by Gaucho Holdings Limited, Lloyds TSB Bank plc, and the Royal Bank of Scotland plc

"Shares" means all shares held by the Company in its Subsidiaries

"TARGET" means Trans-European Automated Real Time Gross Settlement Express payment system

"TARGET DAY" means any day on which TARGET is open for the settlement of payments in euro

"Transfer Certificate" means a document relating to or evidencing the transfer of all or part of an existing lender's rights and obligations under the Senior Facilities Agreement and related agreements to a new lender.

CAU Restaurants Limited
07381319

Schedule 1 – Land

The property known as the front of 274 High Street, Guildford, Surrey comprised in a lease dated 24 October 2000 made between Ask Restaurants Limited and Town Centre Restaurants Limited (formerly known as Giardino Group PLC) and which is registered at Land Registry with title number SY699811

Schedule 2 – Shares

None

Schedule 3 – Accounts

None

Schedule 4 – Intellectual Property Rights

None

Schedule 5 – Assigned Agreements

None

Schedule 6 – Insurances

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7381319
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 9 NOVEMBER 2011 AND CREATED BY CAU
RESTAURANTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE
PARTIES

UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 14 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 NOVEMBER
2011

DT

