

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[1][1][2]

00425057

Name of company

* THE PELICAN GROUP LIMITED (the "Company")

Date of creation of the charge

7 March 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

SUPPLEMENTAL DEED TO A DEBENTURE dated 17 January 2005 (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Obligor to the Security Agent and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document to which any Obligor is a party (including all monies covenanted to be paid under the Debenture), provided no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC (the "Security Agent") of One Churchill Place, Canary Wharf, London.

Postcode E14 5HP

Presentor's name address and
reference (if any):DLA Piper Rudnick Gray Cary UK LLP
3 Noble Street
London EC2V 7EE

Contact: Denise Phillips

63632.120230.9161838

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

A20
COMPANIES HOUSE697
25/03/2006

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions:

1.1.1 are created in favour of the Security Agent;

1.1.2 are created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

1.1.3 are continuing security for payment of all of the Secured Obligations.

continued on continuation sheet 1, page 4

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legibly, preferably
in black type, or
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lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed ALS Piper Richard Gray Cymru Date 24/3/86

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as
appropriate

CHFP025

Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

00425057

Name of Company

THE PELICAN GROUP LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:

"Charging Companies" means the Initial Charging Companies and any other member of the Group (as defined in the Facilities agreement) which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession (as defined in the Debenture);

"Debenture" means a debenture dated 17 January 2005 and made between the Security Agent and the Chargors (as defined therein);

"Facilities Agreement" means the term and revolving facilities agreement of 17 January 2005 and made between (1) Tragus Group Holdings Limited (as the Parent), (2) the Original Borrowers (as defined therein), (3) the Original Guarantors (as defined therein), (4) Barclays Leveraged Finance (as Mandated Lead Arranger), (5) the Original Lenders (as defined therein), (6) Barclays Bank PLC (as Issuing Lender), and (7) Barclays Bank PLC (as Facility Agent and Security Agent);

"Finance Document" means the Facilities Agreement, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Hedging Documents (all as defined in the Facility Agreement) and any other document designated as such by the Facility Agent and the Parent (as defined in the Facilities Agreement);

"Initial Charging Companies" means Tragus Holdings Limited with CRN: 4349917, The Pelican Group Limited with CRN: 425057, Grenpark Limited with CRN: 3109642, Yankee Noodle Restaurants Limited with CRN: 2767925, Brightreasons Group Limited with CRN: 2521829, Brightreasons Restaurants Limited with CRN: 964194 and Insignia Restaurants One Limited with CRN: 3002219;

"Newly Acquired Property" means the Company has acquired the properties more particularly described in the schedule hereto;

"Obligor" means a Borrower or a Guarantor or a Chargor (each as defined in the Debenture);

"Security Beneficiaries" means together each of the Finance Parties (as defined in the Facilities Agreement) which has entered into a deed of accession to the Intercreditor Deed (as defined in the Facilities Agreement) (each a "Security Beneficiary");

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

THE SCHEDULE

Newly Acquired Property

1. The leasehold property known as Unit 1, the Printworks, Shudehill, Manchester M4 2BS.

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

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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

*Please complete
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2. CHARGE

With effect from 7 March 2006:

2.1 with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations and all its other obligations under the Debenture, the Company charged and agreed to charge in favour of the Security Agent by way of first legal mortgage the Newly Acquired Property together with all buildings and fixtures (including trade fixtures) at any time thereon;

2.2 all references to the "Security Assets" in the Debenture shall be deemed to include the Newly Acquired Property charged under the Deed; and

2.3 all provisions in the Debenture relating to the "Security Assets" shall apply, mutatis mutandis, to the Newly Acquired Property. In particular, the Chargor covenanted with the Security Agent that it will in respect of the Newly Acquired Property, apply to the Chief Land Registrar for the registration of a Restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2006 in favour of Barclays Bank PLC (as Security Trustee) referred to in the charges register, or if appropriate, signed on such proprietor's behalf by its secretary or conveyancer".

2.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

3. DEBENTURE AND SUPPLEMENTAL DEED

3.1 The terms and conditions of the Debenture and the deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in the deed.

3.2 For the avoidance of doubt, except as amended by the terms of this deed the terms and conditions of the Debenture shall continue to apply and remain in full force and effect.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00425057

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO A DEBENTURE DATED THE 7th MARCH 2006 AND CREATED BY THE PELICAN GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE SECURITY AGENT AND/OR THE OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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