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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.



395

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

130229/13

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

For official use

Company number

[13]

425057

Name of company

* THE PELICAN GROUP LIMITED (the "Chargor")
C/N CAFE ROUGE RESTAURANTS LIMITED

Date of creation of the charge

16 May 2006

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

SUPPLEMENTAL DEED relating 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 Deed), provided no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (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 1 Churchill Place, 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

53216.120033.9782143

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



1. CHARGE

With effect from 16 May 2006:

a) 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 Deed, the Chargor charged and agreed to charge in favour of the Security Agent by way of first legal mortgage the Newly Acquired Property (specified in the schedule hereto) together with all buildings and fixtures (including trade fixtures) at any time thereon.

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

(c) all provisions in the Deed 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:

(continued on continuation sheet 1, page 4)

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this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed DA Piper Rudwick Gray Cary Date 19.5.06
UK LLP

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

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to Companies
House in
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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

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**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
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

425057

Name of Company

THE PELICAN GROUP LIMITED (the "Chargor")

~~XXXXXX~~

* delete if
inappropriate

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

NOTE.

In this form:

"Borrower" means an Original Borrower (as defined in the Facilities Agreement) or an Additional Borrower (as defined in the Facilities Agreement);

"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 Facilities Agreement) and any other document designated as such by the Facility Agent and the Parent (each as defined in the Facilities Agreement);

"Newly Acquired Property" means since 17 January 2005 the Chargors have acquired the properties more particularly described in the schedule hereto;

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

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"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").

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

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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bold block lettering*

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge dated ♦ in favour of Barclays Bank PLC (as security agent)".

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

1.1 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).

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

425057

Name of Company

THE PELICAN GROUP LIMITED (the "Chargor")

Limited*

* delete if
inappropriate

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

SCHEDULE

Newly Acquired Property

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

1. The leasehold property known as outside seating area and 174-176 Wharfside Street, Salvage Wharf, Commercial Street, Birmingham.
2. The leasehold property known as Unit 5, Condor House, St. Paul's Churchyard, London.
3. The leasehold property known as Unit 37, Upper Floor Level, the Met Quarter, Liverpool.

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

*Please complete
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bold block lettering*

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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 RELATING TO A DEBENTURE DATED 17 JANUARY 2005 DATED THE 16th MAY 2006 AND CREATED BY CAFE ROUGE RESTAURANTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO BARCLAYS BANK PLC (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 20th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2006.

Pangels.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES