

p + 01 + 95

446678104

**M****COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

CHFP025

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

11416

3997571

Name of company

\* Barracuda Pubs and Bars Limited ("**Charging Company**")

Date of creation of the charge

10 July 2009

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

Composite Guarantee and Debenture ("**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 Group Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) provided that 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 under the laws of any Relevant Jurisdiction.

10

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

The Royal Bank of Scotland plc of Banking Middle Office, 135 Bishopsgate, London ("**Security Trustee**")

Postcode EC2M 3UR

Presenter's name address and  
reference (if any):Robert Chidley  
DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

103201-120456

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



PC2

COMPANIES HOUSE

967

1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to the Deed are created or made:

- (a) in favour of the Security Trustee;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

as continuing security for payment of the Secured Obligations.

(continued in Addendum 4/4)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

DLA Piper UK LLP

Date

15 July 2009

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

Notes

† delete as appropriate

- 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

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Definitions used:

**"Accession Deed"** means a document substantially in the form set out in schedule 6 of the Senior Facilities Agreement (*Form of Accession Deed*);

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

**"Agent"** means The Royal Bank of Scotland plc;

**"Amendment and Restatement Agreement"** means the amendment and restatement agreement dated 10 July 2009 in relation to the Senior Facilities Agreement;

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility;

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 8 of the Senior Facilities Agreement (*Ancillary Facilities*);

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 8 of the Senior Facilities Agreement (*Ancillary Facilities*);

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 2.2 (*Security assignments*);

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

(a) the securities specified in appendix 2 of this form 395; and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time;

**"Certificates on Title/Reports on Title"** means the certificates of title/reports on title prepared by Lovells in terms acceptable to the Agent addressed to and/or capable of being relied upon by the Arranger and the other Secured Parties as at the close of primary syndication (as defined in the Senior Facilities Agreement);

**"Charging Companies"** means the Initial Charging Companies and any other company which accedes to this Deed pursuant to an Accession Deed;

**"Company"** means Barracuda 2005 Limited (company no: 05475203) and whose registered office is

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

situated at Lunar House, Fieldhouse Lane, Globe Park, Buckinghamshire, SL7 1LW;

**"Compliance Certificate"** means a certificate substantially in the form set out in schedule 8 of the Senior Facilities Agreement (*Form of Compliance Certificate*);

**"Conditions Precedent"** means all of the documents and other evidence listed in schedule 2 of the Amendment and Restatement Agreement (*Conditions Precedent*);

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver;

**"Effective Date"** means the date on which the Agent confirms that the Conditions Precedent have been satisfied or, on the instructions of the Majority Lenders, waived;

**"Existing Security Documents"** means the Security granted by each Charging Company (excluding Newco) prior to the Effective Date in favour of the Security Trustee in relation to the obligations of any of the Charging Companies under any of the Finance Documents;

**"Event of Default"** has the meaning given to that term:

- (a) in the Senior Facilities Agreement; or
- (b) in the Newco Loan Note Instrument;

**"Fee Letter"** means:

- (i) any letter or letters dated on or about the date of this Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in clause 16 of the Senior Facilities Agreement (*Fees*);
- (ii) any letter or letters dated on or about the Effective Date between the Arranger and Newco (or the Agent and Newco or the Security Trustee and Newco) setting out any of the fees referred to in clause 16 of the Senior Facilities Agreement (*Fees*); and
- (iii) any other agreement setting out fees referred to in clause 16.3 of the Senior Facilities Agreement (*Fees payable in respect of Letters of Credit*) or clause 16.4 of the Senior Facilities Agreement (*Interest, commission and fees on Ancillary Facilities*);

**"Finance Document"** means any Senior Finance Document and any Newco Loan Note Document;

**"Group"** means prior to the completion of the Intra-group Sale and Purchase Agreement, the Parent, the Target and each of their respective Subsidiaries and thereafter, Newco and its Subsidiaries from time to time (excluding in each case for the avoidance of doubt Propco 1, Propco 2, Propco 3 and Propco 4 and any Subsidiaries of Propco 1, Propco 2, Propco 3 or Propco 4 from time to time);

**"Group Companies"** means Newco and each of its Subsidiaries from time to time (except Barracuda Propco 1 Limited, Barracuda Propco 2 Limited, Barracuda Propco 3 Limited and Barracuda Propco 4 Limited);

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

**"Initial Charging Companies"** means the companies in appendix 6 to this form 395;

**"Insurances"** means each of the policies of insurance (and all cover notes) specified in

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

appendix 5 of this form 395 (but, in respect of the policy of insurance numbered CC0012004002 held by (amongst others) the Charging Companies with Fusion Insurance Services Limited, not in so far as that policy relates to insured risks in respect of buildings and landlord's fixtures and fittings (within the property damages insured risk category) nor rent receivable and rent payable (within the business interruption insured risk category), as such risks are, in each case, further particularised in appendix 5 of this form 395 under the heading "Non-Assigned Risks"), all replacement policies or substituted policies for any of the foregoing and all other policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest;

**"Intellectual Property"** means:

- (i) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (as shown in appendix 3 to this form 395); and
- (ii) the benefit of all applications and rights to use such assets of each member of the Group;

**"Intercreditor Deed"** means an intercreditor deed originally dated 27 June 2005 (and amended and restated on 10 July 2009 and as further amended, restated or varied from time to time) and made between (1) Barracuda 2009 Limited as Newco, (2) the companies listed in schedule 2 therein as Obligors, Intra-Group Creditors and Intra-Group Debtors, (3) The Royal Bank of Scotland plc as Security Trustee, (4) The Royal Bank of Scotland plc as Senior Agent, (5) the parties listed in part 1 of schedule 1 as the Senior Lenders, (6) the parties listed in part 2 of schedule 1 as the Newco Loan Note Holders, (7) The Royal Bank of Scotland plc as Hedge Counterparty, (8) The Royal Bank of Scotland plc as Issuing Bank, (9) The Royal Bank of Scotland plc as Ancillary Lender, and (10) the parties listed in schedule 5 therein as the Investors;

**"Intra-Group Debt"** has the meaning given to it in the Intercreditor Deed;

**"Intra-Group Debt Documents"** has the meaning given to it in the Intercreditor Deed;

**"Intra-group Sale and Purchase Agreement"** means the sale and purchase agreement dated on or about the date of the Amendment and Restatement Agreement in the agreed form entered into between the Parent and Newco for the transfer of the entire issued share capital in the Company from the Parent to Newco;

**"Lender"** means:

- (i) any Original Lender; and
- (ii) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 28 of the Senior Facilities Agreement (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement;

**"New Security Documents"** means the Deed;

**"Newco"** means Barracuda 2009 Limited (Company No 6935547) and whose registered office is situated at Lunar House, Fieldhouse Lane, Globe Park, Buckinghamshire, SL7 1LW;

**"Newco Loan Note Documents"** means the Newco Loan Note Instrument and the Newco Loan Notes and, following the Senior Discharge Date, any document designated as a "Newco Loan Note Document" by Newco as issuer of Newco Loan Notes and the Majority Noteholders (as defined in

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

the Intercreditor Deed);

**"Newco Loan Note Holders"** means the holders of any Newco Loan Notes from time to time;

**"Newco Loan Note Instrument"** means the instrument dated on or about the date of the Deed pursuant to which the Newco Loan Notes are, or are to be, constituted;

**"Newco Loan Notes"** means the secured subordinated loan notes due 2029 to be issued by Newco on or around the Effective Date (as defined in the Senior Facilities Agreement) and the secured subordinated PIK Notes due 2029 to be issued by Newco after the Effective Date (as defined in the Senior Facilities Agreement) under the Newco Loan Note Instrument;

**"Original Lenders"** means The Royal Bank of Scotland plc, National Westminster Bank plc, Allied Irish Banks, plc, Duchess III CDO S.A., Duchess VII CLO B.V., Lloyds TSB Bank PLC, Mizuho Corporate Bank Limited and The Governor and Company of the Bank of Ireland;

**"Parent"** means Barracuda Group Limited (company no: 05475132) and whose registered office is situated at Lunar House, Fieldhouse Lane, Globe Park, Buckinghamshire, SL7 1LW;

**"Party"** means a party to the Deed;

**"Permitted Disposal"** has the meaning given to it in the Senior Facilities Agreement;

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

**"Propco 1"** means Barracuda Propco 1 Limited (company no: 05475210) and whose registered office is situated at Lunar House, Fieldhouse Lane, Globe Park, Buckinghamshire, SL7 1LW;

**"Propco 2"** means Barracuda Propco 2 Limited (company no: 05475205) and whose registered office is situated at Lunar House, Fieldhouse Lane, Globe Park, Buckinghamshire, SL7 1LW;

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in appendix 1 of this form 395), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property;
- (d) the benefit of all covenants given in respect thereof;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

(b) all proceeds of any of the foregoing;

**"Receiver"** means any administrator, receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under this Deed;

**"Related Rights"** means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"** means each agreement specified in appendix 4 of this form 395 (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same;

**"Relevant Jurisdiction"** means, in relation to an Obligor:

- (i) its jurisdiction of incorporation;
- (ii) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (iii) any jurisdiction where it conducts its business; and
- (iv) the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it;

**"Secured Parties"** means each Senior Finance Party, each Newco Loan Note Holder, any Receiver or Delegate and the Security Trustee in its capacity as security trustee for the Newco Loan Note Holders;

**"Security"** means the Security Interests created by or pursuant to the Deed;

**"Security Account"** has the meaning given to that term in clause 13.6 of the Deed;

**"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 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;

**"Security Period"** means the period beginning on the date of the Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

**"Senior Discharge Date"** has the meaning given to that term in the Intercreditor Deed;

**"Senior Facilities Agreement"** means the senior sterling term and revolving facilities agreement originally dated 27 June 2005 (as amended on 28 July 2005 and 25 January 2007 and

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

as further amended and restated on 10 July 2009 and as the same may be amended, supplemented, novated or restated from time to time) and entered into between (1) Barracuda 2009 Limited (as Newco), (2) Barracuda 2005 Limited (as the Company), (3) Barracuda Group Limited (as Parent), (4) the companies listed in part 1 of schedule 1 thereto as the Original Borrowers, (5) the companies listed in part 1 of schedule 1 thereto as the Original Guarantors, (6-9) The Royal Bank of Scotland plc (as Arranger, Agent, Security Trustee and Issuing Bank), and (10) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

**"Senior Finance Document"** means the Senior Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and Newco or, prior to the Effective Date, by the Parent and the Agent (all definitions as defined in the Senior Facilities Agreement unless defined in this form 395);

**"Subsidiary"** of a company or corporation means any company or corporation:

- (i) which is controlled, directly or indirectly by the first-mentioned company or corporation; or
- (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (iii) which is a subsidiary of another subsidiary of the first mentioned company or corporation;

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body and for the avoidance of doubt any reference to Subsidiary or Subsidiaries of Newco or of the Company shall not include reference to Propco 1 or Propco 2 or any of their respective Subsidiaries from time to time;

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents;

**"Transaction Security Documents"** means the Existing Security Documents and the New Security Documents together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any of the Obligors under any of the Finance Documents;

## Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.2 **Qualifying floating charge**



Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

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).

**2. FIXED SECURITY****2.1 Fixed charges**

Each Charging Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage:

- (i) the Property (if any) specified in appendix 1 of this form 395; and
- (ii) all other Property (if any) at the date of the Deed vested in, or charged to, such Charging Company (not charged by clause 2.1(a)(i));

(b) by way of first fixed charge:

- (i) all other Property and all interests in Property (not charged by clause 2.1(a));
- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
- (iii) the proceeds of sale of all Property unless the proceeds of such sale fall within the definition of "Permitted Disposal" or the Senior Facilities Agreement permits such proceeds to be used by the Group;

(c) by way of first fixed charge all plant and machinery (not charged by clauses 2.1(a) or 2.1(b)) and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge:

- (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2.1(c)); and
- (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress);

(e) by way of:

- (i) first fixed charge the Charged Securities referred to in appendix 2 of this form 395;
- (ii) first fixed charge all other Charged Securities (not charged by clause 2.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

- (f) by way of first fixed charge:
- (i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
  - (ii) all accounts of such Charging Company with any bank, financial institution or other person not charged by clause 2.1(f)(i) and all monies at any time standing to the credit of such accounts,
- in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge:
- (i) the Intellectual Property (if any) specified in appendix 3 of this form 395; and
  - (ii) all other Intellectual Property (if any) (not charged by clause 2.1(g)(i));
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 2.2 (*Security Assignments*), by way of first fixed charge, such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):
- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets; and
  - (ii) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company.

## 2.2 Security assignments

Each Charging Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (c) (unless the Senior Facilities Agreement or Intercreditor Deed allows any Charging Companies to deal freely with any Intra-Group Debt) the Intra-Group Debt, all rights in connection with the Intra-Group Debt and all monies recoverable therefrom pursuant to the Intra-Group Debt Documents; and
- (d) all other Receivables (not assigned under clauses 2.2(a) or 2.2(b) or 2.2(c).

To the extent that any Assigned Asset described in clause 2.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

the Insurances.

**3. FLOATING CHARGE**

Each Charging Company charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charged or assigned pursuant to clause 2.1 (*Fixed charges*), clause 2.2 (*Security assignments*) or any other provision of the Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

**4. CONVERSION OF FLOATING CHARGE****4.1 Conversion by notice**

The Security Trustee may, by written notice to a Charging Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of such Charging Company specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Trustee (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

**4.2 Small companies**

The floating charge created under the Deed by any Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Charging Company.

**4.3 Automatic conversion**

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
  - (i) such Charging Company creates (or attempts or purports to create) any Security Interest (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee; or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of such Charging Company or the Security Trustee receives notice of intention to appoint such an administrator.

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

**4.4 Partial conversion**

The giving of a notice by the Security Trustee pursuant to clause 4.1 (*Conversion by notice*) in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties.

**5. CONTINUING SECURITY****5.1 Continuing security**

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

**RESTRICTIVE COVENANTS****5.2 Restrictions on dealing**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security Interest on any Security Asset except Permitted Security; and
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal.

**5.3 Security Assets generally**

Each Charging Company shall, to the extent that such obligations (prior to the Senior Discharge Date) are not inconsistent with the terms of the Senior Facilities Agreement:

- (a) not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Asset;
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

**5.4 Property matters**

(a) Each Charging Company shall:

- (i) not sever, unfix or remove any of such plant, machinery, fixtures, fittings or other effects except (A) for the purposes of effecting any necessary repairs or of replacing the same with new or improved models or (B) for disposing such plant, machinery, fixtures, fittings or other effects as permitted by the Senior Facilities Agreement.
- (b) (Unless consented to by the Agent from the date of the Certificates of Title/Reports on Title or disclosed to the Security Trustee in writing on terms approved by the Security Trustee) no Charging Company shall, except with the

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

prior written consent of the Security Trustee or as expressly permitted under the Senior Facilities Agreement confer on any person:

- (i) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
  - (ii) any right or licence to occupy any land or buildings forming part of the Property; or
  - (iii) any licence to assign or sublet any part of the Property.
- (c) No Charging Company shall carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Security Trustee.
- (d) No Charging Company shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

#### 5.5 Charged Investments

- (a) No Charging Company shall nominate another person to enjoy or exercise all or any specified rights of the Charging Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

#### 5.6 Relevant Contracts

- (a) No Charging Company shall, except with the prior written consent of the Security Trustee, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.

#### 5.7 Changes to the Parties

- (a) No Charging Company may assign any of its rights under the Deed.

#### 5.8 The Land Registry

- (a) No Charging Company shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (b) No Charging Company shall, without the prior written consent of the Security Trustee, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Security Asset who is not so registered under the Land Registration Act 2002 at the date of the Deed or, in the case of Property acquired after the date of the Deed, at the date of such acquisition.

#### 5.9 SET-OFF

- (a) The Security Trustee and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Charging Company and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Charging Company) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Charging Company, regardless of the place of

Name of company

\*insert full name  
of Company

\* Barracuda Pubs and Bars Limited ("Charging Company")

payment, booking branch or currency of either obligation.

- (b) At any time after the Security has become enforceable (and in addition to its rights under clause 5.9(a)), the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Charging Company under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Charging Company, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

## 6. FURTHER ASSURANCES

### 6.1 Further action

Each Charging Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or Delegate in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case the Security Trustee may think expedient.

### 6.2 Specific security

Without prejudice to the generality of clause 6.1 above (*Further action*), each Charging Company shall forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of the Security Trustee (including any arising or intended to arise pursuant to clause 4 (*Conversion of floating charge*)) in such form as the Security Trustee may require.

## APPOINTMENT OF A RECEIVER

The Deed gives the Security Trustee the power to appoint a Receiver.

## 7. POWER OF ATTORNEY

The Charging Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegates to be its attorney to take any action which such Charging Company is obliged to take under the Deed, including under clause 6 (*Further assurances*). Each Charging Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

## Appendix 1 - Property

### PART A – OPCO INTERESTS IN THE OPCO/PROPCO LEASES

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
The Barracuda Bars Company Limited (04286257)	Academy, 140a Church Street, Preston PR1 3BU	Leasehold	LAN26241	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Anglers Rest, 93 Richmond Park Road, Sheffield S13 8HR	Leasehold	SYK513933	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Oak, 1 Market Place, Mansfield NG18 1HU	Leasehold	NT415867	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Bar Mondo (Bishop Auckland), 65 and 66 Fore Bondgate, Bishop Auckland DL14 7PE	Leasehold	DU287560	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Bar Mondo (Low Fell), 508-514 Durham Road, Low Fell NE9 6HU	Leasehold	TY442632	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Barracuda, 42 to 46 Albert Road, Middlesbrough TS1 1QD	Leasehold	CE187717	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Beacon, 6-7 Market Square, Wellington, Telford, Shropshire TF1 1HQ	Leasehold	SL178372	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pub Company Limited (03425098)	Bird in Hand, 35 Dartmouth Road, Forest Hill, London SE23 3HN	Leasehold	TGL 321623	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited (03425098)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Black Bull, 98 Front Street, East Bolden NE36 0SG	Leasehold	TY442636	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Blagdon Arms, Village Square, Cramlington, Northumberland NE23 1DN	Leasehold	ND145339	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Blue Bell, (Fulwell), Fulwell Road, Fulwell, Sunderland SR6 9AD	Leasehold	TY442640	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Bluebell Hotel (Acklam), Acklam Road, Acklam, Middlesbrough TS5 7HL	Leasehold	CE187718	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Cape - Stirling, 1 Corn Exchange Road, Stirling, Scotland FK8 2HX	Leasehold	STG52687	28 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Chaplins, 40 Stockton Road, Sunderland SR1 3NR	Leasehold	TY442631	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Chesters, Chester Road, Sunderland SR4 7DR	Leasehold	TY442639	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)



<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
The Barracuda Bars Company Limited (04286257)	Courts Bar, Imperial Chambers, Bowlalley Lane, Hull HU1 1XR	Leasehold	HS328406	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Crofters Lodge, Kenton Lane, Kenton, Newcastle NE3 3ED	Leasehold	TY442646	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Cutler & Stardust, 32-34 Cambridge Street, Sheffield S1 4HP	Leasehold	SYK513931	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	Eclipse, 3 Shaftesbury Parade, South Harrow, Middlesex HA2 0AJ	Leasehold	NGL865569	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Fairfield, Fairfield Road, Stockton, Cleveland TS19 7AJ	Leasehold	CE187719	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Fire Station, Wellington Road, Ashton under Lyne OL6 6DQ	Leasehold	MAN39066	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Varsity, 53 Northgate Street, Gloucester GL1 2AJ	Leasehold	GR289521	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	George & Dragon, Main Road, Burpham BN18 9RR	Leasehold	WSX300847	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Grey Horse, Front Street, East Bolden NE36 0SJ	Leasehold	TY442638	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Griffin, Bader Avenue, Thornaby TS17 0EH	Leasehold	CE187720	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Hornblower Tavern, 3 Old Market Place, Ripon HG4 1EQ	Leasehold	NYK317121	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Barracuda Bar, 43 Blackwellgate, Darlington DL1 5HW	Leasehold	DU287563	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Ivy House, Worcester Terrace, Sunderland SR2 7AW	Leasehold	TY442635	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Ketton Ox, High Street, Yarm TS15 9AU	Leasehold	CE187721	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	Lamb, 52-54 Church Street, Edmonton, London N9 9PA	Leasehold	AGL202310	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	Occasional Half, 67-77 Green Lanes, Palmers Green, London N13 4TD	Leasehold	AGL202333	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pub Company Limited	Old Bank, 2 High Street, Sutton SM1 1HN	Leasehold	SGL675333	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Old Library, 12-16 The Parade, Oadby, Leicester LE2 5BF	Leasehold	LT382528	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	Barracuda Bar, 2 Baldock Street, Royston, Hertfordshire SG8 5AY	Leasehold	HD492544	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Parody, 19 Market Street, Leicester LE1 6DN	Leasehold	LT382531	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	The Prince of Wales, New Market Street, Chorley PR7 1DB	Leasehold	LAN25851	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Cape Notts/Priory- Nottingham, 44-48 Pelham Street and 25-27 Victoria Street, Nottingham NG1 2EW	Leasehold	NT416114	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Psalter, Psalter Lane, Sheffield S11 8US	Leasehold	SYK513932	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Red Lion, Front Street, Chester-le-Street, County Durham DH3 3BE	Leasehold	DU287564	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Varsity, 55-57 High Street, Cheltenham, Gloucester GL50 1DX	Leasehold	GR289518	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Sandeman – Perth, Sandeman Building, 14-16 Kinnoull Street, Perth, Scotland PH1 5EZ	Leasehold	PTH26000	28 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Stapylton Arms, 80 High Street, Eston TS6 9DY	Leasehold	CE187722	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	Travellers Friend, 496-498 High Road, Woodford Green, Essex IG8 0PN	Leasehold	EGL507123	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, Terrace Road, Aberystwyth SY23 2DT	Leasehold	CYM26921 9	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 186-196 High Street, Harborne, Birmingham B17 9PP	Leasehold	WM873328	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
The Barracuda Bars Company Limited (04286257)	Varsity, 37/41 Churchgate, Bolton BL1 1HU	Leasehold	MAN40404	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 7 Little Park Street, Coventry CV1 2UR	Leasehold	WM873367	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 21-23 Friar Gate, Derby DE1 1BX	Leasehold	DY398499	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 45 to 47 Saddler Street, Durham DH1 3NU	Leasehold	DU287562	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 24 Zetland Street, Huddersfield HD1 2RA	Leasehold	WYK810585	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 9 George Street, Lancaster LA1 1XQ	Leasehold	LAN25843	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 1-8 Friar Lane, Leicester LE1 5RA	Leasehold	LT382532	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
The Barracuda Bars Company Limited (04286257)	Varsity, 146 London Road, Leicester LE2 1ED	Leasehold	LT382830	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 19/20 Guildhall Street, Lincoln LN1 1TR	Leasehold	LL264160	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, Peel Street, Nottingham NG1 4GL	Leasehold	NT415900	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 67-75 London Road, Southampton SO15 2AJ	Leasehold	HP667733	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, Unit 1 Galen Buildings, Green Terrace, Sunderland SR1 3PZ	Leasehold	TY442637	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, Lord Hill House, Darwall Street/Leicester Street, Walsall WS1 1DA	Leasehold	WM873369	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, Warwick University, Gibbett Hill Road, Coventry CV4 7AJ	Leasehold	WM874277	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
The Barracuda Bars Company Limited (04286257)	Varsity, Stafford Street, Wolverhampton WV1 1LZ	Leasehold	WM873518	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, 6-12 Lendal Street, York YO1 8AA	Leasehold	NYK317011	29 July 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
Barracuda Pub Company Limited	The Warren Wood, Epping New Road, Buckhurst Hill, Essex IG9 5HA	Leasehold	EX773464	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pub Company Limited (03425098)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Whitehills, Waldrige Road, Chester-le-Street DH2 3AB	Leasehold	DU287565	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	The Yellow Rose, Roman Road, Middlesborough TS5 6EN	Leasehold	CE187716	29 July 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Bridle Path, 101 Front Street, Whickham, Newcastle, Tyne & Wear NE16 4JJ	Leasehold	Unregistered	14 December 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	N/A
Barracuda Pubs and Bars Limited (03997571)	Scholar, 13 London Road, Sheffield S2 4LA	Leasehold	SYK514760	14 December 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Exchequer, 60 High Street, Kirkcaldy, Scotland KY1 1NB	Leasehold	FFE78244	14 December 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Varsity, 2-6 Percy Street, Hanley, Stoke on Trent ST1 1NE	Leasehold	SF509233	14 December 2005	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Varsity, 146-148 High Street, Bangor	Leasehold	CYM26854 7	14 December 2005	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Lockstone, 22 Market Place, Long Eaton NG10 1LT	Leasehold	DY397607	14 December 2005	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Obelisk, The Mount, 30-32 Old Church Road, London E4 8DD	Leasehold	EGL513330	29 September 2006	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Aviator, High Street, Yeadon	Leasehold	WYK84208 3 WYK84208 4	27 December 2006	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Charter, Ilkeston Derbyshire DE7 5HQ	Leasehold	DY417733	25 January 2007	Barracuda Propco 2 Limited (05475205)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
The Barracuda Bars Company Limited (04286257)	Varsity, Windsor Bath, Great Horton Road, Bradford BD1 1AQ	Leasehold	WYK82216 5	14 December 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)



<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
The Barracuda Bars Company Limited (04286257)	Varsity, 173/179 West Street, Sheffield S3 7SG	Leasehold	SYK527270 and SYK526804	14 December 2005	Barracuda Propco 2 Limited (05475205)	The Barracuda Bars Company Limited (04286257)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Clywdian Prestatyn, 29-33 High Street, Prestatyn LL19 9AH	Leasehold	CYM411813	28 March 2008	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	Calder Brighthouse, 8 Huddersfield Road, Brighthouse HD6 1JZ	Leasehold	WYK883946	30 June 2008	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)
Barracuda Pubs and Bars Limited (03997571)	The George Hotel, Moor Street, Chepstow NP16 5DB	Leasehold	CYM416553	21 July 2008	Barracuda Propco 4 Limited (05494323)	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2005 Limited (05475203)

## **PART B – THIRD PARTY LEASES NOT REQUIRING CONSENT TO CHARGE**

### **ENGLISH LEASES**

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Paramount, Swadlingcote, 21 West Street, Swadlingcote, DE11 9DG	Freehold	DY111628	Not applicable	Not applicable	Not applicable	Not applicable
Barracuda Pubs and Bars Limited (03997571)	Ye Olde Griffin, March, 32 High Street, March, Cambridgeshire, PE15 9JS	Freehold	CB222755	Not applicable	Not applicable	Not applicable	Not applicable
Barracuda Pubs and Bars Limited (03997571)	Goddard Arms, Swindon, 1 High Street, Swindon, SN1 3EG	Freehold	WT273719	Not applicable	Not applicable	Not applicable	Not applicable
Barracuda Pubs and Bars Limited	Academy Port Talbot, 44 -46 Station Road, Port Talbot,	Leasehold	CYM257397	10/10/2005	Esterkin Properties Limited	Barracuda Pubs and Bars Limited	None

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
(03997571)	SA13 IJS					(03997571)	
Barracuda Pub Company Limited	Bank, 36-38 Friern Barnet Road, London, N11 1HA	Leasehold	EGL336104	16/03/1992	L M Properties Limited	J D Wetherspoon Organisation Limited	None
Barracuda Pubs and Bars Limited (03997571)	BB Braintree, 81-83 High Street, Braintree, CM7 1JS	Leasehold	EX759309	12/12/2005	Barkfield Properties Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 05475132)
The Barracuda Bars Company Limited (04286257)	BB Burton, Station Street, Burton on Trent	Leasehold	SF394972	09/04/1998	Grandprop Limited	Mansfield Brewery Trading Limited	None
Barracuda Pubs and Bars Limited (03997571)	BB Chesterfield, York House, Chesterfield, S41 7TH	Leasehold	DY382323	17/09/2004	Mr PA Hunt, Mr CP Bown, and Mrs JL Bown	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	BB Halifax, Bull Green, Halifax	Leasehold	WYK720295	13/06/2001	ECP Holdings PLC	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	BB Hinkley, High Cross Buildings, Kinckley, LE10 0AZ	Leasehold	LT384932	05/10/2005	Buckle and England Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	BB Hull, Lowgate, Hull, HU1 1XW	Leasehold	HS319152	17/09/2004	Mowlem PLC	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pub Company Limited	BB Newquay, 27-29 Cliff Road, Newquay, Cornwall, TR7 2NE	Leasehold	CL174360	09/02/2001	Burleigh Estates PLC	The Old Monk Company PLC	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pub Company Limited	BB Nuneaton, Newdeangate Street, Nuneaton, Warwickshire, CV11 4ED	Leasehold	WK421716 and WK424297	29/03/2005	Trideag Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	BB Scunthorpe, 177-195 High Street, Scunthorpe	Leasehold	HS341011	18/09/2007	CJV Properties Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	BB Wrexham, Townhill, Wrexham, North Wales	Leasehold	CYM15627 8	24/09/2003	Town Centre Estates (Wrexham) Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pub Company Limited	Bear, 397a High Road, Wembley, Middlesex, HA9 6AA	Leasehold	NGL735598	09/11/2005	Warrant Investments Limited	Regent Inns PLC	None
Barracuda Pubs and Bars Limited (03997571)	Bidding, 17-23 Cowell Street, Llanelli, SA15 1YA	Leasehold	CYM27736 3	09/01/2006	Andton Properties Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pub Company Limited	Blacking Bottle, 122-126 Hihg Street, Edgware, Middlesex	Leasehold	NGL704657	29/01/1993	Lekit Investments Limited	J D Wetherspoon plc	None
Barracuda Pubs and Bars Limited (03997571)	Bounty, 44 Finkle Street, Workington, CA14 2BB	Leasehold	CU238198	25/03/2008	Patrick John Lister	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 05475132)
Barracuda Pubs and Bars Limited (03997571)	Bridgwater, Church Street, Darwen, BB3 2RE	Leasehold	LAN36443	26/05/2006	Lawfield Properties Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Buccaneer, 62-66 Holton Road, Barry	Leasehold	CYM29549 1	16/05/2006	Esterkin Properties Limited	Barracuda Pubs & Bars Limited	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Calder Accrington, 89-95 Blackburn Road, Accrington, Lancs, BB5 1JJ	Leasehold	LAN25007	13/12/2005	Cosgrove (General) Limited	Barracuda Pubs & Bars Limited	None
Barracuda Pubs and Bars Limited (03997571)	Canute, 14-16 Silver Street, Gainsborough, DN21 2DP	Leasehold	LL261504	05/10/2005	Barton Properties (UK) Limited	Barracuda Pubs & Bars Limited	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
N/A	Case, Horsefair, Wisbech, Cambs	Leasehold	Remains unregistered	30/03/2007	TMX Estates Limited	Barracuda Pubs & Bars Limited	Barracuda Group Limited 05475132
Barracuda Pubs and Bars Limited (03997571)	Chronicle, 6d,e &f Church Road, Wirral, Merseyside, CH63 7PH	Leasehold	MS539198	15/06/2007	Merseyside Estates Group Limited	Barracuda Pubs & Bars Limited	Barracuda Group Limited Company Registration Number 05475132
Barracuda Pubs and Bars Limited (03997571)	Clipper, 33-34 The Strand, Exmouth, Devon, EX8 1AQ	Leasehold	DN498593	06/05/2004	First London Land Limited	Barracuda Pubs & Bars Limited	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Cornhill, Cornhill, Bridgewater, Somerset, TA6 3BU	Leasehold	ST254569	13/02/2007	Brijtree Properties Limited	Barracuda Pubs & Bars Limited	None
Barracuda Pubs and Bars Limited (03997571)	Cutting Room Melton Mowbray, St Mary's Way, Melton Mowbray, W4 1SY	Leasehold	LT367980	25/06/2004	Reef Securities Limited	Barracuda Pubs & Bars Limited	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Elbow Room, 503-505 High Road, London, N17 6QA	Leasehold	EGL198481	01/05/1987	CL Levy	J.D Wetherspoon Organisation Limited	Timothy Randall Martin
Barracuda Pub Company	Gate, London, 18-20 St John Street, London	Leasehold	NGL728482	24/04/1995	Norbury Holdings Limited	Bluebird Trading Co. Limited	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Limited							
Barracuda Pub Company Limited	George Orwell, Broadway Parade, Hayes, Middlesex, UB3 3HE	Leasehold	AGL28291	25/11/1991	R.P Gupta and H.S Bal	J.D Wetherspoon Organisation Limited	None
Barracuda Pubs and Bars Limited (03997571)	Glassworks, Brewery Street, Rugeley	Leasehold	SF530063 and SF530741	05/07/1999	Barberry Estates Limited Barracuda Pubs & Bars Limited		Barracuda Group Company Registration Number 05475132
Barracuda Pubs and Bars Limited (03997571)	Goscombe, 160-162 Cowbridge Road, Cardiff, CF11 9ND	Leasehold	CYM217117	18/01/2005	Esterkin Properties Limited	Barracuda Pubs & Bars Limited	None
Barracuda Pubs and Bars Limited (03997571)	Greenhouse, Unit 2, King Street, Belper, Derby	Leasehold	DY416965	17/01/2007	Landmark Cannon LLP	Barracuda Pubs & Bars Limited	None
Barracuda Pub Company Limited	Half Moon, 749 Green Lanes, London, N21 3SA	Leasehold	EGL288963	15/07/1991	Woodberry Development Limited	J.D Wetherspoon Organisation Limited	None
Barracuda Pubs and Bars Limited (03997571)	Hazelgrove, 204 London Road, Hazel Grove, Stockport, SK7 4DQ	Leasehold	MAN126952	23/09/2008	Jolivet Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 05475132)
Barracuda Pubs and Bars Limited (03997571)	Hereward, 45 Market Street, Ely, Cambs, CB7 4LP	Leasehold	CB297743	23/05/2005	H & J Cutlack Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Hockney, 2 Dale Street, Shipley, Bradford	Leasehold	WYK836042	25/09/2006	TMX Estates Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 05475132)
Barracuda Pub Company Limited	Hook & Tackle, Katesgrove Lane, Reading, Berkshire, RG1 2ND	Leasehold	BK327774	14/12/1994	Regent Inns Plc	Unchained Growth Pubs I Plc	None
Barracuda Pubs and Bars Limited (03997571)	Imperial Widnes, 71b Albert Road, Widnes, Cheshire, WA8 6JS	Leasehold	CH574970	31/03/2008	Thistlewood Properties Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 05475132)

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
The Barracuda Bars Company Limited (04286257)	Kudos, The Clinton Rooms, Nottingham, NG1 3DR	Leasehold	Unregistered	25/05/1995	Edgar Pownall Limited	Michael John Meehan	None
Barracuda Pubs and Bars Limited (03997571)	Lancer, 10 Lake Street, Leighton Buzzard, Beds, LU7 1RT	Leasehold	BD262228	07/01/2008	1407 Pub Co (UK) Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pub Company Limited	Larkins, 113 High Street, Hounslow, Middlesex	Leasehold	AGL63433	11/08/1998	Regent Inns Plc	The Ambishus Pub Company Limited (Co Reg No: 3425098) (now known as Barracuda Pub Company Limited)	None
Barracuda Pub Company Limited	Latchmere, Battersea, 503 Battersea Park Road, London, SW11 3BW	Leasehold	TGL169306	07/12/1997	Unique Pub Properties Limited	Smith and Jones Victuallers and Vinters Limited	None
Barracuda Pubs and Bars Limited (03997571)	Maskery, Swan Bank, Congleton, Cheshire, CW12 1AH	Leasehold	CH570101	06/11/2007	Roy Manuel Defreitas	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Maypole, 14 Town End, Ossett, West Yorkshire, WF5 8BJ	Leasehold	WYK82694 9	30/06/2006	London and City Land Limited	Barracuda Pubs and Bars Limited (03997571)	None
The Barracuda Bars Company Limited (04286257)	Metro, 13 The Burges, Coventry, Warwickshire, CV1 1HN	Leasehold	WM827069	27/11/2003	Mansfield Brewery Trading Limited	The Barracuda Bars Company Limited (04286257)	None
Barracuda Pub Company Limited	Nags Head, 12 Upper Street, London	Leasehold	Unregistered	24/09/1990	Watney Truman Limited	Grosvenor Inns & Taverns Limited	Gary Charles Pettett and Michael Peter Mills
Barracuda Pubs and Bars Limited (03997571)	Navigator, The Waterfront, Ware, Herts	Leasehold	HD361480 and HD362173	16/04/1996	Walter Ernest Bridge	Bass Holdings Limited	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Oak Tree, Sherwood, Mansfield Road, Sherwood, Nottingham, NG5 2JN	Leasehold	NT407051	15/12/2004	Nottingham City Council	Jeremy Humphrey	None
Barracuda Pub Company Limited (03425098)	Old House, 214-216 Wellingborough Road, Northampton, NN1 4EE	Leasehold	NN209989	04/08/1999	Unique Pub Properties Limited	The Ambishus Pub Company Limited (3425098) (now known as Barracuda Pub Company Limited)	None
Barracuda Pubs and Bars Limited (03997571)	OPO Fishponds, 786 Fishponds Road, Bristol, Avon, BS16 3TY	Leasehold	BL80076	01/03/2004	Petros Georgiou Birakos	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pub Company Limited (03425098)	Page, 14/15 High Street, Newport, Gwent	Leasehold	WA918803	08/12/1998	Rallytop Limited	The Old Monk Company Plc	None
Barracuda Pubs and Bars Limited (03997571)	Pembroke Coulsdon, Chipstead Valley Road, Coulsdon, CR5 2RA	Leasehold	SGL699078	23/05/2008	Co-Operative Group Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Phoenix Retford, Bridgegate Centre, Retford	Leasehold	NT416664	09/12/2005	Netto Foodstores Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Phoenix Southport, Coronation Walk, Southport, Lancashire	Leasehold	MS476409	11/07/2003	Southport Car Clinic Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Pilgrim, 32 Godstone Road, Caterham, CR3 6RA	Leasehold	SY754408	14/07/2006	REEF Securitires Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Regn No 5475132)
Barracuda Pubs and Bars Limited (03997571)	Portrait, Elm Parade, Sidcup, Kent, DA14 6NF	Leasehold	SGL633956	15/03/2002	Aberdeen & Highland Estates Limited	Barracuda Pubs and Bars Limited (03997571)	None

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Ravenscroft, 5 The Mount, Heswall, Merseyside	Leasehold	MS528039	02/10/2006	Merseyside Estates Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (05475132)
Barracuda Pubs and Bars Limited (03997571)	Rectory, 908 Brighton Road, Purley, Surrey, CR8 2LN	Leasehold	SGL641501	08/11/2002	Lincoln Fraser Small	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Redbridge, 5 Bridge Street, Andover, Hampshire, SP10 1BE	Leasehold	HP688299	25/01/2005	Lancol Properties Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Rousler, High Street, Bromsgrove, Worcestershire, B61 8AJ	Leasehold	WR102287	11/04/2006	SEP Properties Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Sandhills, 30 Wood Street, St Annes, FY8 1RF	Leasehold	LAN47510	17/01/2007	Retail Property Investments Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Silkworm Macclesfield, 91-95 Mill Street, Macclesfield, Cheshire, SK11 6NN	Leasehold	CH545806	22/12/2005	Cathco Property Holdings Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Silkworm Sudbury, Queensbury Buildings, Sudbury, Essex	Leasehold	Remains unregistered	10/04/2007	Glenowen Park Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (5475132)
Barracuda Pubs and Bars Limited (03997571)	Sovereign, 34-38 Harbour Street, Ramsgate, CT11 8HA	Leasehold	K927543	03/09/2007	M & SJ Goodmaker	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Tollgate, 74-76 High Street, Dartford, Kent, DA1 1DE	Leasehold	K848690	30/10/2002	REEF Estates Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Town Hall, Old Town Hall, Staines, Middlesex, TW18 4RH	Leasehold	SY736807 (Good Leasehold)	17/02/2005	Hopetown Properties (Staines) Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)



Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Trillians, Princess Square, Newcastle, NE1 8DE	Leasehold	TY354438	12/04/1969	Crestina Limited	Vaux and Associated Breweries Limited	None
Barracuda Pub Company Limited	V Brighton, 80 East Street, Brighton, East Sussex, BN1 1NF	Leasehold	SX116461 and SX118245	01/07/1969	Paul Developments Limited	Shorts Limited	None
The Barracuda Bars Company Limited (04286257)	V Reading, Friar Street, Reading, Berkshire, RG1 1DB	Leasehold	BK385371	18/09/2003	Mansfield Brewery Trading Limited	The Barracuda Bars Company Limited (04286257)	None
Barracuda Pubs and Bars Limited (03997571)	V Southampton 2, Units 5-6 Portswood Centre, Portswood, Southampton	Leasehold	HP647153	19/07/2004	UK Estates Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	V Southend, Maitland House, Southend on Sea, Essex, SS1 2JY	Leasehold	EX750698	29/06/2005	Astimwood Properties Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Varsity Newbury, 25 Bartholomew Street, Newbury, RG14 5LL	Leasehold	BK414024	04/05/2007	Barton Properties (UK) Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Varsity Swansea, Wind Street/Castle Square, Swansea, SA1 1DW	Leasehold	CYM20876 8	23/08/2004	JM Dillwyn-Venables-Llewelyn and Penllergaer Estates Limited	Barracuda Pubs and Bars Limited (03997571)	None
The Barracuda Bars Company Limited (04286257)	Vin Quatre, 24 King Street, Leicester, LE1 6RL	Leasehold	LT364078	24/11/2003	Mansfield Brewery Trading Limited	The Barracuda Bars Company Limited (04286257)	None
Barracuda Pub Company Limited (03425098)	Vineyard Isling, 179 Upper Street, London, N1 1RG	Leasehold	NGL690010	29/10/1991	Southview Estates Limited	JD Wetherspoon Organisation Limited	None
Barracuda Pubs and Bars Limited (03997571)	Waldron, Prince Albert Street, Crewe, CW1 2DG	Leasehold	CH537209	22/06/2005	Peninsula and Century Properties Limited	Barracuda Pubs and Bars Limited (03997571)	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Wyre Light, 20 London Street, Fleetwood, Lancs, FY7 6JE	Leasehold	LAN50932	02/04/2007	Thistlewood Properties (Fleetwood) Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (Co Reg No: 05475132)
Barracuda Pubs and Bars Limited (03997571)	Yard, Unit B Epsleys Yard, Stafford	Leasehold	SF523352	24/11/2006	Supremequa y Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pub Company Limited (03425098)	Priory, 38 Bridge Street, Banbury, Oxfordshire, OX16 5PY	Leasehold	ON110347	10/09/1987	National Provident Insitution	Allied Breweries Limited	None
Barracuda Pubs and Bars Limited (03997571)	Proverbial, 76 High Street, Stevenage, Herts, SG1 3DP	Leasehold	HD431961	21/06/2004	AG Lines & Sons Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pub Company Limited (03425098)	V Manchester 2, Unit 1 The Circus Development, Manchester	Leasehold	GM958101	28/07/2009	The Old Monk Company PLC	Barracuda Pub Company Limited (03425098)	None
Barracuda Pubs and Bars Limited (03997571) - Both Titles	Anderton, 129 Witton Street, Northwich, Cheshire, CW9 5DY	Leasehold	CH535917 and CH563852	Main Lease - 18/04/2005 Supplement al Lease - 27/06/2007	Both Leases - Riverlodge Properties Limited	Both Leases - Barracuda Pubs and Bars Limited (03997571)	Main Lease ONLY - Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pub Company Limited (03425098)	Paragon, 80-82 Chiswick High Road, London, W4 1SY	Leasehold	AGL31279 and AGL34005	Main Lease - 28/05/1992 Supplement al Lease - 17/11/1992	Both Leases - Aquarius Trading Company Limited	Main Lease - J D Wetherspoon Organisation Limited Supplement al Lease - J D Wetherspoon Plc	None
Barracuda Pubs and Bars Limited (03997571)	Pembroke Gravesend, 23-25 King Street, Gravesend, Kent, DA12 2DU	Leasehold	K895469	Current Lease - 25/03/2002 Reversionar y Lease - 16/09/2005	Current Lease - Bromley Leisure Corporation Limited Reversionar y Lease - Stampland Limited	Current Lease - Carpetright Plc Reversionar y Lease - Barracuda Pubs and Bars Limited (03997571)	Both Leases - None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Academy Reddich, Unit 4 Alcester Street, Redditch	Leasehold	WR68681	31/05/2002	JF Finnegan (Redditch) Limited	Barracuda Pubs and Bars Limited (03997571)	None
The Barracuda Bars Company Limited (04286257)	Racehorse, 15 Abingdon Square, Northampton, NN1 4AE	Leasehold	Unregistered	25/11/1994	Intreprenu r Estates (CPC) Limited	MP McManus and GM McManus	None
Barracuda Pub Company Limited (03425098)	Trader, 142-146 Whitecross Street, London	Leasehold	unregistered	13/10/1989	Watney Truman Limited	Saxon Inns Limited	John Connell and Anthony McLellon
Barracuda Pubs and Bars Limited (03997571)	Pow Burn, 97-98 Bedford Street, North Shields, NE29 6QH	Leasehold	TY460460	07/06/2007	Golftee Nom A Limited and Golftee Nom B Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (05475132)
Barracuda Pub Company Limited (03425098)	Famous Cock, 259 Upper Street, London, N1 1RU	Leasehold	NGL791464 and NGL792560	30/09/1999	Unique Pub Properties Limited	The Ambishus Pub Company Limited (3425098) (now known as Barracuda Pub Company Limited)	None
Barracuda Pub Company Limited (03425098)	Crown Egham, 381 High Street, Egham, Surrey, TW20 9DP	Leasehold	SY698701	02/03/1998	Wellington Pub Company PLC	Patricia Ann Talbot	None
Barracuda Pub Company Limited (03425098)	V Loughborough, Unit 2-3 Market Street, Loughborough, Leicestershire	Leasehold	LT295156	01/07/1997	Bridgemanors Investments Limited	Regent Inns PLC	None
Barracuda Pubs & Bars Limited	V Roath, 199-201 Richmond Road, Cardiff, CF24 3BT	Leasehold	CYM40660 8	25/06/2009	JL Gilbert	Barracuda Pubs & Bars Limited	None

#### SCOTTISH LEASES

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Buccleuch, 90 High Street, Dalkeith	Leasehold	MID105026	17 & 25 May 2007	Shopping Mall Limited	Barracuda Pubs and Bars Limited (03997571)	N/A
Barracuda Pubs and Bars Limited (03997571)	Caledonian, 9 High Street, Inverness	Leasehold	INV19797	12 & 26 July 2007	Kilmartin Property Group Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited
Barracuda Pubs and Bars Limited (03997571)	Cambus, Units 9-10, 77-79 Main Street, Cambuslang	Leasehold	LAN189304	27 April & 11 May 2006	South Lanarkshire Council	Barracuda Pubs and Bars Limited (03997571)	N/A
Barracuda Pubs and Bars Limited (03997571)	Cooperage 178-186 High Street, Elgin	Leasehold	MOR6166	30 August & 4 September 2006	Patrick Charles Asher & Mrs Joan Helen Asher	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited
Barracuda Pubs and Bars Limited (03997571)	Malt Cross, 14-18 New Bridge Street, Ayr	Leasehold	AYR83502	1 & 8 May 2008	Location Developments Limited	Barracuda Pubs and Bars Limited (03997571)	N/A

## **PART C – THIRD PARTY LEASES REQUIRING CONSENT TO CHARGE**

### **ENGLISH LEASES**

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Academy Uttox, 30-32 Market Place, Uttoxeter, ST14 8HP	Leasehold	SF511189	12/10/2005	Commercial Development Projects Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda 2000 Limited (Co Reg No 4016747)	Academy, Cannock, 83 High Street, Cannock, Staffordshire, WS11 1BJ	Leasehold	SF445407	03/07/2001	Pritchard Properties (Midlands) Limited	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Assembly, 110-112 East Street, Bedminster, Bristol, BS3 4EY	Leasehold	BL95907	22/09/2006	Galliard Developments Limited	Barracuda Pubs and Bars Limited (03997571)	None
The Barracuda Bars Company Limited (04286257)	BB Birmingham, 16 Hurst Street, Birmingham, B5 4BN	Leasehold	WM660504	06/02/1997	Anglo-Oriental Properties Limited	Mercury Taverns PLC	None
Barracuda Pubs and Bars Limited (03997571)	BB Bolton, Nelson Square, Bolton	Leasehold	GM935024	14/05/2003	The Pack Horse (Bolton) Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	BB Bridgend, United Reform Chapel, Bridgend	Leasehold	CYM132534	10/04/2003	Blueacre Properties Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	BB Derby, 9 The Strand, Derby, DE1 1BJ	Leasehold	DY320801	18/02/2000	The Trustees of the Charles Clowes Pension Fund	Hobgoblinns Limited	PF Adams, AC Moss, I Rogers and P Carey
Barracuda Pubs and Bars Limited (03997571)	BB Houndsditch, 133 Houndsditch, London	Leasehold	NGL769306	17/11/1998	Blu (12183) Limited	The Old Monk Company PLC	None
Barracuda Pubs and Bars Limited (03997571)	BB Scarborough, Marshal House, 4-13 St Nicholas Street, Scarborough	Leasehold	NYK314455	23/09/2005	Dusrolbake Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	BB Weymouth, 81-82 Thomas Street, Weymouth, DT4 8EN	Leasehold	DT295303	29/01/2002	Lloyds TSB Pension Trust (No 2) Limited and HSBC Bank plc (as trustee of Hermes Property	Hobgoblinns Limited	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
					Unit Trust)		
Barracuda Pubs and Bars Limited (03997571)	Brunel, 54 New Road, Chippenham, Wiltshire, SN15 1ES	Leasehold	WT249597	11/05/2006	HPH Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (05475132)
Barracuda Pub Company Limited	Cape London 2, Thomas More Square, London	Leasehold	EGL360222	28/02/1997	Trinity Tower Investments Limited	The Old Monk Co Limited	None
Barracuda Pubs and Bars Limited (03997571)	Cape Sale, Unit 7 Waterside Plaza, Sale, Manchester	Leasehold	GM972310	03/08/2004	Cofathec Sale PFI Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Cape Stockton Heath, Unit 1 & 2 Victoria Square, Stockton Heath, Cheshire, WA4 2AG	Leasehold	CH510577	31/07/2003	Capital & Provincial (Stockton Heath) Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Chadwick, 32-36 Flixton Road, Urmston, M41 5AA	Leasehold	MAN30593	16/09/2005	The Trustees Of the NHR Directors Pension Scheme	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Crown Borehamwood, 1 Shenley Road, Borehamwood, Herts, WD6 1AA	Leasehold	HD350246	06/09/1996	Andrew Lynton Property Limited	Luminar Leisure Limited	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Cutting Room Wellingborough, Park Road, Wellingborough, Northants, NN8 1AY	Leasehold	NN254900	23/12/2004	Red Box Developments Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Engine Room, Market Square, Leek, ST13 5HH	Leasehold	SF509727	18/11/2005	Commercial Development Project Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Fairfax, Unit 3 Radius, Preswich, Manchester	Leasehold	MAN50764	24/02/2006	Countryside Properties (Uberior) Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pub Company Limited (3425098)	Famous Academy, 54-56a Grove Road, Sutton, Surrey, SM1 1BT	Leasehold	SGL586571	02/02/1996	Atlantic Commercial Investments Ltd	Regent Inns PLC	None
The Barracuda Bars Company Limited (04286257)	Fountain, The Fountain Precinct, Lower Ground Floor, Sheffield, Yorkshire	Leasehold	SYK393858	25/02/1998	Allnett London Properties PLC	Mansfield Brewery Ltd	Mansfield Brewery Plc
N/A	George, Brighton, 5 Trafalgar Street, Brighton, East Sussex, BN1 4EQ	Leasehold	Not registered	11/10/1999	Punch Taverns Properties Limited	Smith & Jones Victuallers and Vintners Limited	None
The Barracuda Bars Company Limited (04286257)	Graduate, 94 Surrey Street, Sheffield, Yorkshire, S1 2LH	Leasehold	SYK528425	28/11/2003	Mansfield Brewery Trading Limited	The Barracuda Bars Company Limited (04286257)	None
Barracuda Pub Company Limited (3425098)	Green, 172-174 Uxbridge Road, London, W12 7JP	Leasehold	NGL679073	29/06/1990	Land Mercantile Limited	J.D Wetherspoon Organisation Limited	None

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Imperial Hereford, 31 Widemarsh Street, Hereford, HR4 9EA	Leasehold	HE17401	15/05/2002	Desmond John Maguire	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Lanyard, 19 London Road, Portsmouth, PO2 0BQ	Leasehold	PM12044	21/10/2004	Mohammed Saleem Ahmed	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Livery, 91-97 High Street, Redcar	Leasehold	CE186947	21/10/2005	Dukedom Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Oak Tree, Sevenoaks, 135 High Street, Sevenoaks, Kent	Leasehold	K828355	06/07/2001	South Beach Investments Limited	Giardino Group Plc	None
Barracuda Pub Company Limited (3425098)	Old Bell, 38 Kilburn High Road, London, NW6 5UB	Leasehold	NGL796666	20/10/2000	Railtrack Plc	The Ambishus Pub Company Limited (3425098) (now known as Barracuda Pub Company Limited)	None
Barracuda Pub Company Limited (3425098)	OPO Newark, 34 Kirkgate, Newark, Notts	Leasehold	NT322017	08/07/1997	Rougemont Investments (Newark) Limited	Regent Inns Plc	None
The Barracuda Bars Company Limited (04286257)	Parity, 2&3 Old Market Place, Grimsby, Lincolnshire, DN31 1EW	Leasehold	HS276306	13/07/1998	Pointland Limited	Mansfield Brewery Trading Limited	Mansfield Brewery Plc
Barracuda Pub Company Limited (3425098)	Pembroke London, 150 Gloucester Avenue, London	Leasehold	unregistered	04/01/2000	Whitbread PLC	Smith & Jones Victuallers and Vintners Limited	JC Connell and SM Wilkins and RE Slater



<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Penny Black, 11 Warren Road, Cheadle, Hulme, SK8 5AB	Leasehold	MAN88025	28/05/2007	Bradley Fold Properties Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (5475132)
Barracuda Pubs and Bars Limited (03997571)	Peregrine, 490-492 Nottingham Road, Chaddensden, Derby, DE21 6PS	Leasehold	DY404502	09/06/2006	Mr PM Burley and Miss CAV Smith	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Principal, 14-22 Northgate, Dewsbury, West Yorks	Leasehold	WYK75625 9	25/09/1998	Eltham Properties Limited	Mansfield Brewery Trading Limited	Mansfield Brewery Plc
The Barracuda Bars Company Limited (04286257)	Prospect, 33-34 Market Place, Boston, Lincs, PE21 6NH	Leasehold	LL240305	17/11/2003	Mansfield Brewery Trading Limited	The Barracuda Bars Company Limited (04286257)	None
Barracuda Pubs and Bars Limited (03997571)	V Cardiff, Unit 1, Ground Floor, Cardiff	Leasehold	CYM16046 4	23/04/2003	National Carparks Limited	SFI Group	None
Barracuda Pub Company Limited	V Liverpool, Crane Buildings, Liverpool	Leasehold	MS410191	20/11/1998	DW Ramsey	The Old Monk Company Limited	None
Barracuda Pubs and Bars Limited (03997571)	V Plymouth, 33 Derrys Cross, Plymouth, PL1 2SW	Leasehold	DN514434	07/04/2005	Kailash Estates Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
The Barracuda Bars Company Limited (04286257)	V Sheffield 2, 259 Eccleshall Road, Sheffield, S11 8NX	Leasehold	SYK467228	12/05/2003	Mansfield Brewery Trading Limited	The Barracuda Bars Company Limited (04286257)	Barracuda Group Limited (4016747) (now known as Barracuda 2000 Limited)
Barracuda Pubs and Bars Limited (03997571)	Vanguard, 64 West Street, Fareham, Hampshire	Leasehold	HP670139	09/02/2006	Zurich Assurance Limited	Barracuda Pubs and Bars Limited (03997571)	None

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number</b>	<b>Date of Lease</b>	<b>Original Landlord</b>	<b>Original Tenant</b>	<b>Original Guarantor</b>
Barracuda Pubs and Bars Limited (03997571)	Vestry, 2 Church Street, Epsom, Surrey	Leasehold	SY659683	30/01/1996	Seeboard PLC	Surrey Free Inns PLC	None
Barracuda Pubs and Bars Limited (03997571)	Vineyard Sitting, West Street, Sittingbourne, Kent, ME10 1AW	Leasehold	K909190	12/06/2006	Tribecka Estates Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Weybridge, 18-22 High Street, Alton, Hampshire	Leasehold	SH15417	27/11/2003	Drum Housing Association Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Maidstone, Unit 3, 23-27 High Street and 1-9 Pudding Lane, Maidstone, Kent	Leasehold	Not yet registered - Lease to be completed	TO BE COMPLETED	Macniven & Cameron (Maidstone) Limited	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pubs and Bars Limited (03997571)	Cape, Nottingham, 23 Victoria Street, Nottingham	Leasehold	NT325449	04/12/1997	Melwin Investments Limited	Vaux Group plc	None
Barracuda Pubs and Bars Limited (03997571) - Both Titles	Vineyard Altrin, 96-98 Stamford Road, Altrincham, WA14 1DG	Leasehold	MAN50489 and MAN63810	Main Lease - 12/04/2006 Lease of Flat - 13/09/2006	Both Leases - ES (Altrincham) Nominee Limited	Both Leases - Barracuda Pubs and Bars Limited (03997571)	Both Leases - None
Barracuda Pubs and Bars Limited (03997571) Both	Phoenix Ashford, 12 Tufton Street, Ashford, Kent, TN23 1QP	Leasehold	K901922 and K909777	10/04/2006	JG Ashford LLP	Barracuda Pubs and Bars Limited (03997571)	None
Barracuda Pub Company Limited	V Leeds, 20-24 Woodhouse Lane, Leeds	Leasehold	WYK742814	24/08/1999	TCS Holdings Limited	The Old Monk Company plc	None
Barracuda Pubs and Bars Limited (03997571)	Lunar House, Marlow, Buckinghamshire, SL7 1LW	Leasehold	BM307252	16/11/2005	Lorex Synthelabo Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (05475132)
Barracuda Pubs and Bars Limited (03997571)	V Didsbury, 653 Wilmslow Road, Didsbury, Manchester, M20 6QZ	Leasehold	GM793828	14/08/2009	Midland Bank Trust Company Limited	City Centre Restaurants (UK) Limited	City Centre Restaurants PLC

### SCOTTISH LEASES

Chargor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
Barracuda Pubs and Bars Limited (03997571)	Ballencrief, 31-43 Hopetoun Street, Bathgate	Leasehold	WLN38151	20 July & 3 August 2006	Algagrove Properties Limited	Barracuda Pubs and Bars Limited (03997571)	N/A
Barracuda Pubs and Bars Limited (03997571)	First Edition, 50-54 Bank Street, Kilmarnock	Leasehold	AYR75798	21 December 2006 & 5 January 2007	Inverness City Estates Limited	Barracuda Pubs and Bars Limited (03997571)	N/A
Barracuda Pubs and Bars Limited (03997571)	Logie Baird, 8 James Street, Helensburgh	Leasehold	DMB79867	22 & 29 January 2007	Kemble Estates Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda Group Limited (05475132)
Barracuda Pubs and Bars Limited (03997571)	Queensbury, 16 English Street, Dumfries	Leasehold	DMF18615	26 January & 2 February 2007	Playlife Properties Limited	Barracuda Pubs and Bars Limited (03997571)	N/A
Barracuda Pubs and Bars Limited (03997571)	Wallace, 13-19 Causeyside Street, Paisley	Leasehold	REN118821	23 & 24 August & 8 September 2005	Falcon Ventures Limited	Barracuda Pubs and Bars Limited (03997571)	Barracuda 2000 Limited (04016747)

### PART D – THIRD PARTY LEASES UNDER WHICH CHARGING IS PROHIBITED

Registered Proprietor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
The Barracuda Bars Company Limited (04286257)	Bridges, 30 Bridge Street, Swindon, SN1 1BP	Leasehold	WT229068	27/11/2003	Marston Thompson & Evershed Limited and John Marston's Taverners Limited	The Barracuda Bars Company Limited (04286257)	None
Barracuda Pub Company Limited (03425098)	Cape Wood Street London, Part No 10, Aldermanbury (Corner of Wood Street & Love Lane), London, EC2V 7RE	Leasehold	NGL804288	06/11/2000	Stone Investments (Number 4) Limited	The Old Monk Co PLC	None
Barracuda Pubs and Bars Limited	Providence, 130 Western Road, Hove, Sussex,	Leasehold	ESX233437	07/01/1999	Fulorina Fuad Sayidhum	SFI Group PLC	None

Registered Proprietor	Property Description	Tenure	Title Number	Date of Lease	Original Landlord	Original Tenant	Original Guarantor
(03997571)	BN3 1DA						
Barracuda Pubs and Bars Limited (03997571)	V Manchester 1, Unit 10 Wilmslow Park, Manchester	Leasehold	GM967537 and MAN15771	29/01/2004 and 11/02/2005	HSBC Bank Pension Trust (UK) Limited	Barracuda Pubs and Bars Limited (03997571)	None

## Appendix 2 - Charged Securities

Company No.	Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
04016747	Barracuda 2000 Limited	Barracuda Leisure Limited	Ordinary £1	1	£1
04016747	Barracuda 2000 Limited	Barracuda Inns Limited	Ordinary £1	1	£50,000
03997857	Barracuda Leisure Limited	The Barracuda Bars Company Limited	A Ordinary £0.01 B Ordinary £0.01	6,300 A Ordinary 2,600 B Ordinary	£89
03997857	Barracuda Leisure Limited	Barracuda Pubs and Bars Limited (03997571)	Ordinary £1	101	£101
03997857	Barracuda Leisure Limited	Barracuda Inns Limited	Ordinary £1	49,999	£50,000
03997857	Barracuda Leisure Limited	Barracuda Pub Company Limited	Ordinary £0.50	1	£4,480,241.50
04036148	Barracuda Inns Limited	Barracuda Pub Company Limited	Ordinary £0.50	8,960,482	£4,480,241.50
06925547	Barracuda 2009 Limited	Barracuda 2005 Limited	Ordinary £1	3,252,719 Ordinary Shares	3,252,719
05475203	Barracuda 2005 Limited	Barracuda 2000 Limited	A Ordinary £0.01 B Ordinary £0.01	189,420 A Ordinary 820,000 B Ordinary	£10,094.20

### Appendix 3 - Intellectual Property

#### BARRACUDA 2000 LIMITED (04016747)



Country	Trade Mark	App/(Reg) Date	App/(Reg) No	Status	Class(es)/Goods & Services Spec	Renewal Date
UK	VCARD	27.07.02	2306515	Registered	16: Discount cards and loyalty cards 36: Operation and management of a discount and loyalty card scheme	27.07.2012

#### BARRACUDA PUBS AND BARS LIMITED (03997571)


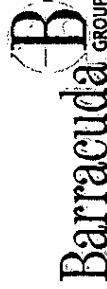


Country	Trade Mark	App/(Reg) Date	App/(Reg) No	Status	Class(es)/Goods & Services Spec	Renewal Date
UK	IV DOORS		2416895	Registered	43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	17.03.2016


#### THE BARRACUDA BARS COMPANY LIMITED (04286257)



Country	Trade Mark	App/(Reg) Date	App/(Reg) No	Status	Class(es)/Goods & Services Spec	Renewal Date
UK	VARSIITY TAVERNS	23.05.1990	1426203	Registered	42: Catering, restaurant, bar and public house services; provision of temporary accommodation; all included in Class 42	23.05.2017
UK	VARSIITY	22.05.1995	2021174	Registered	42: Cafes and catereries, catering, cocktail lounge services, hotels and providing hotel accommodation , public house and bar services, restaurants and snack bars, provision of food and drink	22.05.2015
UK	VARSIITY (LOGO)	12.06.2004	2365639	Pending	43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014

**BARRACUDA PUB COMPANY LIMITED (03425098)**

Country	Trade Mark	App/(Reg) Date	App/(Reg) No	Status	Class(es)/Goods & Services Spec	Renewal Date
UK	BARRACUDA (Word Mark)	12.06.2004	2365645	Registered	32: Beers; non-alcoholic drinks 33: Wines; spirits, liqueurs 43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014
UK	THE BARRACUDA GROUP  	12.06.2004	2365643	Registered	43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014
UK	THE BARRACUDA BAR (LOGO)  	12.06.2004	2365642	Registered	43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014

Country	Trade Mark	App/(Reg) Date	App/(Reg) No	Status	Class(es)/Goods & Services Spec	Renewal Date
UK	A BARRACUDA PUB (LOGO)  a Barracuda Pub	12.06.2004	2365641	Registered	43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014
UK	BELCHER'S	09.06.1993	1537841	Registered	32: Beer; all included in Class 32	09.06.2010
UK	BERTIE	21.10.1999	2212073	Registered	32: Beer 42: Hotel, restaurant, bar public house and catering services; provision of food and drink	21.10.2009
UK	BERTIE BELCHER	21.10.1999	2212074	Registered	32: Beer 33: Wines, spirits, liqueurs 42: Hotel, restaurant, bar, public house and catering services; catering for the provision of food and drink	21.10.2009
UK	THE WAREHOUSE CAFE BAR	26.10.1999	2212446	Registered	32: Beer, non-alcoholic drinks 33: Wines, spirits, Liqueurs 42: Hotel, restaurant, bar, public house and catering services; catering for the provision of food and drink	26.10.2009
UK	RHYTHM & HOPS	26.10.1999	2212503	Registered	32: Beer, non-alcoholic drinks 33: Wines, spirits, liqueurs 42: Hotel, restaurant, bar, pubic house and catering services; catering for the provision of food and drink	26.10.2009
UK	THE FAMOUS GEORGE ORWELL	19.01.2000	2219811	Registered	32: Beer, non-alcoholic drinks 33: Wines, spirits, liqueurs 42: Hotel, restaurant, bar, pubic house and	19.01.2010

Country	Trade Mark	App/(Reg) Date	App/(Reg) No	Status	Class(es)/Goods & Services Spec	Renewal Date
UK	SMITH & JONES (LOGO)  	12.06.2004	2365640	Registered	catering services; catering for the provision of food and drink 43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014
UK	SMITH & JONES (Word Mark)	12.06.2004	2365644	Registered	43: Public house services; restaurant, bar and catering services; provision of temporary accommodation	12.06.2014
UK	SMITH & JONES VICTUALLERS AND VINTERS	02.03.2001	2263074	Registered	32: Beer, non-alcoholic drinks 33: Wines, spirits, liqueurs 42: Hotel, restaurant, bar, public house and catering services; catering for the provision of food and drink	02.03.2011
UK	BARRACUDA BAR	27.04.2001	2268639	Registered	32: Beer, non-alcoholic drinks 33: Wines, spirits, liqueurs 42: Hotel, restaurant, bar, public house and catering services; catering for the provision of food and drink	27.04.2011
UK	THE CAPE	11.03.2005	2386787	Registered	43: Hotel, restaurant, bar, public house and catering services; catering for the provision of food and drink	11.03.2015
UK	JUNIPER INNS	16.03.2005	2387189	Registered	43: Hotel, restaurant, bar, public house and catering services; catering for the provision of food and drink	16.03.2015



#### Appendix 4 - Relevant Contracts

Charging Company	Date of Relevant Contract	Relevant Contract	Details of Relevant Contract
N/A	N/A	N/A	N/A

#### Appendix 5 - Insurances

Charging Company	Insurer	Insured risks	Non-Assigned Risks	Policy number
Barracuda Pub Company Limited/ Barracuda Pubs and Bars Limited/ Barracuda Bars Company Limited/ Barracuda Leisure Limited/ Barracuda Inns Limited/ Barracuda 2000 Limited/ Barracuda 2005 Limited/ Barracuda 2009 Limited	Fusion Insurance Services Limited	Property Damage (Material Damage) (excepting Buildings and Landlords' fixtures and fittings) / Business Interruption (excepting Rent Receivable and Rent Payable) / Section E - Money, excepting Personal Accident (Assault) Extension, Section F - Goods in Transit - Frozen Food and Section J - Loss of Licence.  (in each case including Terrorism cover)	(1) Section A - Material Damage - Buildings, Landlords' fixture and fittings only  (2) Section B - Business Interruption - Rent Payable and Rent Receivable only  (in each case including Terrorism cover)	CC0012004002
Barracuda Pub Company Limited/ Barracuda Pubs and Bars Limited/ Barracuda Bars Company Limited/ Barracuda Leisure Limited/ Barracuda Inns Limited/ Barracuda 2000 Limited/ Barracuda 2005 Limited/ Barracuda 2009 Limited	Fusion Insurance Services Limited	Combined Liability (Public and Products Liability) / (Employers Liability)	All risks assigned	CC0012004002
Barracuda Pub Company Limited/ Barracuda Pubs and Bars Limited/ Barracuda Bars Company Limited/ Barracuda Leisure Limited/ Barracuda Inns Limited/ Barracuda 2000 Limited/ Barracuda 2005 Limited/ Barracuda 2009 Limited	50% Tokio Marine Europe Insurance Limited/ 50% Zurich Insurance Company	Excess Public/ Products Liability	All risks assigned	CC0012004002
Barracuda Pub Company Limited/ Barracuda Pubs and Bars Limited/ Barracuda Bars Company Limited/ Barracuda Leisure Limited/ Barracuda Inns Limited/ Barracuda 2000 Limited/ Barracuda 2005 Limited/ Barracuda 2009 Limited	Royal and Sun Alliance Insurance plc	Directors & Officers Liability (Cover for Directors and Officers Personal Liability/ Cover for Company reimbursement)	All risks assigned	DR20427A
Barracuda Pub Company Limited/ Barracuda Pubs and Bars Limited/ Barracuda Bars Company Limited/ Barracuda Leisure Limited/ Barracuda Inns Limited/ Barracuda 2000 Limited/ Barracuda 2005 Limited/ Barracuda 2009 Limited	Royal & Sun Alliance Insurance plc	Motor Fleet (Comprehensive Cover)	All risks assigned	RTT212285

Barracuda 2009 Limited				
Barracuda Pub Company Limited/ Barracuda Pubs and Bars Limited/ Barracuda Bars Company Limited/ Barracuda Leisure Limited/ Barracuda Inns Limited/ Barracuda 2000 Limited/ Barracuda 2005 Limited/ Barracuda 2009 Limited	AIG UK Limited	Personal Accident/ Travel	All risks assigned	000681962

## Appendix 6

### Initial Charging Companies

Company name	Company number
Barracuda 2009 Limited (as Newco)	06935547
Barracuda 2005 Limited (formerly Marlin SPV2 Limited)	05475203
Barracuda 2000 Limited	04016747
Barracuda Leisure Limited	03997857
Barracuda Inns Limited	04036148
Barracuda Pubs and Bars Limited	03997571
The Barracuda Bars Company Limited	04286257
Barracuda Pub Company Limited	03425098



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3997571  
CHARGE NO. 146**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 10 JULY 2009 AND CREATED BY  
BARRACUDA PUBS AND BARS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM ANY GROUP  
COMPANY TO THE ROYAL BANK OF SCOTLAND PLC AND/OR  
THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 16 JULY 2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2009**



*Companies House*  
— for the record —



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