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

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

1417

Company number

03997571

Name of company

* BARRACUDA PUBS AND BARS LIMITED (the "Charging Company")

Date of creation of the charge

13 August 2009

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

SUPPLEMENTAL LEGAL CHARGE to a Composite Guarantee and Debenture dated 10 July 2009, relating to the Charging Company's leasehold interest in Maidstone, Unit 3, 23-27 High Street and 1-9 Pudding Lane, Maidstone, Kent ("Deed")

Amount secured by the mortgage or charge

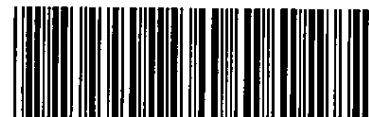
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this 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, this Deed (or any part of it) would constitute unlawful financial assistance under the laws of any Relevant Jurisdiction ("Secured Obligations").

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

THE ROYAL BANK OF SCOTLAND PLC (as security trustee for the Secured Parties)(in such capacity, the "Security Trustee") of 135 Bishopsgate, London.

Presenter's name address and
reference (if any):Anna Gilmore
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
103201.120456.25574528.1

Time critical reference

For official Use (02/06)
Mortgage SectionNON
Part
(SIS)

PBVO600P

PMO 14/08/2009 239
COMPANIES HOUSEA16 *ABEIOCK1* 270
20/08/2009
COMPANIES HOUSEPC4 *P841ICEA* 551
14/08/2009
COMPANIES HOUSE

1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions created or made by 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
- (c) are continuing security for payment of the Secured Obligations.

continued on Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

** MD Piper UK LLP*

Date

** 19 August 2009*

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

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

† delete as
appropriate

Notes

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

Name of company

*insert full name
of Company

* BARRACUDA PUBS AND BARS LIMITED (the "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)

NOTE.

In this form:

"Acquired Property" means the property specified in the schedule hereto (*Details of Acquired Property*);

"Debenture" means the debenture dated 27 June 2005 and made between (1) the companies named in it as Initial Charging Companies (including the Charging Company) and (2) the Security Trustee;

"Finance Document" means any Senior Finance Document and any Newco Loan Note Document (each as defined in the Senior Facilities Agreement);

"Group Company" has the meaning given in the Senior Facilities Agreement;

"Initial Charging Companies" are the companies listed in the schedule hereto;

"Licences" means all premises excise club premises certificates or other licences or certificates held from time to time in connection with the business carried on at the Acquired Property whether by the Charging Company or any nominee of the Charging Company;

"Relevant Jurisdiction" has the meaning given in the Senior Facilities Agreement;

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

"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 as further amended and restated on or around the date hereof 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 (each term as defined therein).

SCHEDULE

DETAILS OF ACQUIRED PROPERTY

Address	Document describing the Acquired Property		
	Date	Document	Parties

Company number

03997571

Name of company

*insert full name
of Company

* BARRACUDA PUBS AND BARS LIMITED (the "Charging Company")

Maidstone, Unit 3, 23-27 High Street and 1-9 Pudding Lane, Maidstone Kent	22 July 2009	Lease	MacNiven & Cameron (Maidstone) Limited (1) Barracuda Pubs and Bars Limited (2)
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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

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 Legal charge

The Charging Company charges and agrees to charge:

- (a) by way of first legal mortgage, all its present and future right, title and interest in and to the Acquired Property:
- (b) by way of first fixed charge:
 - (i) the Acquired Property and all right, title and interest in and to the Acquired Property (to the extent not charged by clause 1.2(a));
 - (ii) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Acquired Property;
 - (iii) all easements, rights and agreements in respect thereof;
 - (iv) all rents from, or proceeds of sale of the whole or any part of the Acquired Property;
 - (v) the benefit of all covenants given in respect of the Acquired Property; and
 - (vi) the benefit of the Licences and the right to recover and receive any compensation payable at any time on

Name of company

*Insert full name
of Company

* BARRACUDA PUBS AND BARS LIMITED (the "Charging Company")

account of the non-renewal revocation surrender expiry or suspension of the Licences.

1.3 Application of Composite Guarantee and Debenture provisions

The Security created by this Deed is created "pursuant to the Composite Guarantee and Debenture" and:

- (a) all references in the Composite Guarantee and Debenture to the "Security Assets" include the Acquired Property and the other assets charged by this Deed, and to the "Security" includes the Security created by or pursuant to this Deed; and
- (b) all provisions of the Composite Guarantee and Debenture relating to the "Security Assets" or the "Security" (including, without limitation, obligations of the Charging Company and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by this Deed and to the Security Interests created by this Deed.

1.4 Restriction

The Charging Company shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Trustee) for a restriction in the following terms to be entered on the Register of Title relating to the Acquired Property.

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 13 August 2009 in favour of The Royal Bank of Scotland plc (as security trustee) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

2. SUPPLEMENTAL DEED

2.1 Composite Guarantee and Debenture

- (a) This Deed is supplemental to the Composite Guarantee and Debenture.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed the provisions of the Composite Guarantee and Debenture and of this Deed shall be read and construed as one and all references to the Composite Guarantee and Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed.

2.2 Continuance in force

For the avoidance of doubt, the provisions of the Composite Guarantee and Debenture and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3997571
CHARGE NO. 147

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 13 AUGUST 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 (THE SECURITY TRUSTEE) AND/OR
THE OTHER SECURED PARTIES (OR ANY OF THEM) ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 14 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 AUGUST 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES