

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



PC4 *PL14BHT0* 786
25/02/2010
COMPANIES HOUSE

1

Company details

Company number 03997571

Company name in full BARRACUDA PUBS AND BARS LIMITED ("Company")

148

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 01/06/2010

3

Description

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

Description INSURANCE ASSIGNMENT ("Deed")

4

Amount secured

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

Amount secured 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 to which any Group Company is a party
(including all monies covenanted to be paid under
the Deed) provided that no obligation or liability
shall be included 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 ("Secured
Obligations").

Continuation page

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

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

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

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

Name The Royal Bank of Scotland PLC

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 GRANT OF SECURITY

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

1.1 in favour of the Security Trustee;

1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

1.3 as continuing security for payment of all of the Secured Obligations

2. ASSIGNMENT

The Company assigned and agreed to assign all of its right, title and interest, present and future, in and to the Policies (including all new, amended and substituted policy or policies relating thereto) and all monies, including claims under the Policies and all proceeds of the Policies which may at any time after the date of the Deed accrue, which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for reassignment on redemption contained in clause 4.2 of the Deed (*Reassignment on redemption*)

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

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

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

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

Commission allowance or discount

N/A

8

Delivery of instrument

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

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

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Signature

Please sign the form here

Signature

Signature

X DLA Pipes UK LLP

24/02/10

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ali Akbar

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country United Kingdom

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(continuation page 1)

3. CONTINUING SECURITY

3.1 Continuing security

The Security is continuing and will extend to the ultimate balance of all 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.

3.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Trustee and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations

3.2 Right to enforce

The Deed may be enforced against the Company without the Security Trustee and/or the other Secured Parties first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

4. LIABILITY OF ASSIGNOR RELATING TO ASSIGNED ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Assigned Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation. The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Assets, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed

5. COVENANTS BY THE COMPANY

Unless otherwise provided for in the Finance Documents, the Company covenants with the Security Trustee that:

5.1 Validity

The Company will not, save as contemplated otherwise under the Deed or the Finance Documents, do or permit to be done any matter or thing such as to prevent the Security Trustee or any other Secured Party, or any person claiming title through any of them, from receiving the monies payable under them or any part of them under the terms of the Deed, and

5.2 No amendment

The Company shall not without the prior written consent of the Security Trustee permit, make or agree to any amendment of any Policy or cancel any Policy or permit or agree to any waiver

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

of any Policy.

6. FURTHER ASSURANCES

6.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Trustee (acting reasonably) may require

6 1 1 for creating, perfecting or protecting the Security Interests intended to be created by the Deed; and

6 1 2 upon this Security becoming enforceable, for facilitating the realisation of any Assigned Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Security,

including, after the Security becomes enforceable, the execution of any transfer, assignment or assurance whatsoever (including the re-execution of the Deed) whether to the Security Trustee or to its nominees, and 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 Terms of new security

Any security document required to be executed by the Company pursuant to clause 11.1 of the Deed (*Further action*) will contain terms and conditions which are no more onerous than those contained in the Deed.

7. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appoints the Security Trustee and any of its delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 11 (*Further assurances*). The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 15 of the Deed (*Power of attorney*).

Note:

In this form.

"Assigned Assets" means the assets expressed to be assigned pursuant to clause 4.1 of the Deed (*Assignment*),

"Finance Document" means any Senior Finance Document and any Newco Loan Note Document,

"Group Companies" means Newco and each of its Subsidiaries (as defined in the Senior Facilities Agreement) from time to time (except Barracuda Propco 1 Limited, Barracuda Propco 2 Limited, Barracuda Propco 3 Limited and Barracuda Propco 4 Limited);

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Short particulars

"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 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 Senior Facilities Agreement 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,

"Policies" means the policies of insurance, particulars of which are set out in the following table

Insurer	Legal & General Assurance Society Limited
Life Assured:	Mark Robert McQuater
Policy Number	015599455-1
Sum Assured	£1,000,000
Term	3 years
Commencement Date	21 January 2010

together with any policy or policies in substitution or replacement of them (each a **"Policy"**),

"Relevant Jurisdiction" has the meaning given to it in the Senior Facilities Agreement,

"Secured Parties" means each Senior Finance Party, each Newco Loan Note Holder, any Receiver or Delegate (as such terms are defined in the Senior Facilities Agreement) and the Security Trustee in its capacity as security trustee for the Newco Loan Note Holders,

"Security" means any Security Interest created 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

(1) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(11) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Security Trustee" means The Royal Bank of Scotland PLC
CHFP025

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"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 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;

"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 (as such terms are defined in the Senior facilities Agreement); and

"Senior Finance Party" has the meaning given to it in the Senior Facilities Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3997571
CHARGE NO. 148**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT
DATED 16 FEBRUARY 2010 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 OLC 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 25 OF THE
COMPANIES ACT 2006 ON THE 25 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES