

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

141279/26

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2127

03997571

Name of company

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

Date of creation of the charge

31 March 2008

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

SUPPLEMENTAL LEGAL CHARGE to a Debenture dated 27 June 2005 relating to 71B Albert Road,
Widnes, Cheshire (the "Deed")

Amount secured by the mortgage or charge

X
13
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 Charging 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 within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured
Obligations")

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

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

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

Contact Denise Phillips

DLA Piper UK LLP

3 Noble Street

London

EC2V 7EE

3227160

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A59

AZTADYSF

11/04/2008

145

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

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)

N/A

Signed

OLA Piper UK LLP

Date

8/4/08

On behalf of ~~XXXXXXXX~~ [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 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 Mezzanine Finance Document (each as defined in the Senior Facilities Agreement),

"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,

"Secured Parties" means each Finance Party (as defined in the Senior Facilities Agreement) from time to time party to the Senior Facilities Agreement, any Receiver or Delegate, (each as defined in the Debenture) and each Finance Party,

"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 dated 27 June 2005 and entered into between (1) Marlin SPV 1 Limited (as Parent), (2) Marlin SPV 2 Limited (as the Company), (3) the parties listed in part 1 of schedule 1 thereto (as Original Borrowers), (4) the parties listed in part 1 of schedule 1 thereto (as Original Guarantors), (5) The Royal Bank of Scotland plc (as Arranger), (6) the financial institutions listed in part 2 and part 3 of schedule 1 thereto (as Original Lenders), (7) The Royal Bank of Scotland plc (as Agent), (8) The Royal Bank of Scotland plc (as Security Trustee) and (9) The Royal Bank of Scotland plc (as Original Issuing Bank) pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrowers

SCHEDULE

DETAILS OF ACQUIRED PROPERTY

Address	Document describing the Acquired Property		
	Date	Document	Parties
71B Albert Road, Widnes, Cheshire	31/03/08	Lease	(1) Thistlewood Properties Limited (2) Barracuda Pubs and Bars Limited (3) Barracuda Group Limited

Name of company

*insert full name
of Company

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

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 charged and agreed to charge

- (a) by way of first legal mortgage, all its present and future right, title and interest in and to the Acquired Property *being*
- (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 2 2(a) of the Deed),
- (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 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 account of the non-renewal revocation surrender expiry or suspension of the Licences

1.3 Application of Debenture provisions

The Security Interests created by the Deed are created "*pursuant to the Debenture*" and

- (a) all references in the Debenture to the "**Security Assets**" include the Acquired Property and the other assets charged by the Deed, and to the "**Security**" includes the Security Interests created by or pursuant to the Deed, and
- (b) all provisions of the 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 the Deed and to the Security Interests created by the 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

Name of company

*insert full name
of Company

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

signed by the proprietor for the time being of the charge dated [♦] 200[♦] 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 Debenture**

(a) The Deed is supplemental to the Debenture

(b) From 31 March 2008 the provisions of the Debenture and of the Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in the Deed

2.2 Continuance in force

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3997571
CHARGE NO. 127**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
TO A DEBENTURE DATED 27 JUNE 2005 AND DATED 31 MARCH
2008 AND CREATED BY BARRACUDA PUBS AND BARS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING 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 11 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2008



Companies House
— for the record —

P. Noel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES