

# M

## 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.

CHFP025

Please do not write in this margin

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

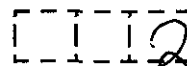
\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5475205

Name of company

\* Barracuda Propco 2 Limited (the "Obligant")

Date of creation of the charge

11 August 2005 30 August 2005

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

\*Standard Security (the "Deed") which was presented for registration in Scotland on 11 August 2005 and.

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 the Obligant to:

(a) the Security Trustee under any Senior Finance Document or Mezzanine Finance Document; and

(b) the Senior Finance Parties (or any of them) under or pursuant to any Senior Finance Document; and

(c) the Mezzanine Finance Parties (or any of them) under or pursuant to any Mezzanine Finance Document; and

See continuation sheet

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")

Postcode

Presentor's name address and reference (if any):

DLA Piper Rudnick Gray Cary UK LLP  
3 Noble Street  
London  
EC2V 7EE

LJH/103201/120272

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A48  
COMPANIES HOUSE

0644  
31/08/05

The Obligant grants a Standard Security in favour of the Security Trustee over ALL and WHOLE the subjects known as Cambio, 1 Corn Exchange Road, 61 King Street Stirling being the subjects registered in the Land Register of Scotland under Title Number STG29157.

It shall be an obligation on the debtor not to create or agree to create a subsequent security over the security subjects or any part thereof or convey or assign the same to any part thereof or make directly or indirectly any application for planning permission in relation to the security subjects or any part thereof or make application for an improvement grant or other grant in respect of the security subjects or any part thereof, without the prior consent in writing of the Security Trustee in each case which consent if granted may be so granted subject to such condition as the Security Trustee may see fit to impose.

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

Signed

*Richard Gray LLP*

Date

*30 August 2005*

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)

## 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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

CHFP025

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

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

5475205

Name of Company

Barracuda Propco 2 Limited (the "Obligant")

~~XXXXXX~~

\* delete if  
inappropriate

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

(d) any Delegate under the Senior Facilities Agreement or the Mezzanine Facilities Agreement in respect of indebtedness under or pursuant to any Senior Finance Document or Mezzanine Finance Document, as the case may be; and

(e) the Opco Finance Parties (or any of them) under the Opco Guarantee; and

(f) any Receiver (as defined in the Senior Facilities Agreement) appointed under the Deed or any other security granted by the Obligant in connection with any Senior Finance Document or Mezzanine Finance Document.

(the "Secured Obligations")

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

In this form:-

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

"Mezzanine Facility Agreement" means the mezzanine sterling term and revolving facilities agreement dated on or about 29 July 2005 and entered into between (1) Barracuda Propco 1 Limited (as Parent), (2) the Obligant, (3) the Royal Bank of Scotland plc (as Mezzanine Arranger), (4) The Royal Bank of Scotland plc (as Original Lender), (5) The Royal Bank of Scotland plc (as Mezzanine Agent) and (6) The Royal Bank of Scotland plc (as Security Trustee) pursuant to which the Original Lender agreed to make certain facilities available to the Obligant;

"Mezzanine Finance Document" means the Finance Documents as defined in the Mezzanine Facility Agreement;

"Mezzanine Finance Party" means a Finance Party as defined in the Mezzanine Facility Agreement;

"Opco Finance Party" means a Finance Party as defined in the Opco Mezzanine Agreement and the Opco Senior Agreement;

"Opco Guarantee" means a guarantee given by the Obligant in respect of the obligations of Barracuda 2005 Limited (company number 5475203) and Barracuda Group Limited (company number 5475132) to The Royal Bank of Scotland plc as Security Trustee for the Opco Finance Parties;

"Opco Mezzanine Agreement" means the Senior Sterling Term and Revolving Facilities Agreement dated 27 June 2005 made between (1) Marlin SPV 1 Limited (as Parent) (2) Marlin SPV 2 Limited (as the Company) (3) Marlin SPV 2 Limited (as the Original Borrower) (4) Marlin SPV 1 Limited and Marlin SPV 2 Limited (as the Original Guarantors) (5) The Royal Bank of Scotland plc (as Arranger) (6) The Royal Bank of Scotland plc (as the Original Lender) (7) The Royal Bank of Scotland plc (as Security Trustee) (9) The Royal Bank of Scotland plc (as Issuing Bank); and

"Opco Senior Agreement" means the Mezzanine Sterling Term Facility Agreement dated 27 June 2005 made between (1) Marlin SPV 1 Limited as Parent (2) Marlin SPV 2 Limited as the Company (3) Marlin SPV 2 Limited as the Original Guarantors (4) The Royal Bank of Scotland plc as Mezzanine Arranger (5) The Royal Bank of Scotland plc as Original Mezzanine Lender (6) the Royal Bank of Scotland plc as Mezzanine Agent and (7) The Royal Bank of Scotland plc as Security Trustee.

"Secured Parties" means each of the persons referred to in the definition of "Secured Obligations"

■ Please do not  
write in this  
binding margin

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

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

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

# M

## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

Company number

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

5475205

Name of company

\* Barracuda Propco 2 Limited (the "Company")

\* insert full name  
of company

I Angela Pearson

of DLA Piper Rudnick Gray Cary UK LLP, 3 Noble Street, London EC2V 7EE

§ give date and  
parties to charge

certify that the charges Standard Security by the Company in favour of The Royal Bank of  
Scotland plc dated 29 July 2005

of which a true copy is annexed to this form was presented for registration on 11 August 2005

† delete as  
appropriate

in [Scotland] ~~[Northern Ireland]~~

Signed



Date 30 August 2005

Presenter's name address and  
reference (if any):

DLA Piper Rudnick Gray Cary UK  
3 Noble Street  
London  
EC2V 7EE  
DX: 33866 Finsbury Square

For official Use  
Mortgage Section

Post room

## Notes

The address for the Registrar of Companies is -

Companies House  
Crown Way  
Cardiff  
CF14 3UZ



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05475205

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 30 AUGUST 2005 AND DATED THE 29th JULY 2005 AND CREATED BY BARRACUDA PROPCO 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE THE SENIOR FINANCE PARTIES (OR ANY OF THEM) THE MEZZANINE FINANCE 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 31st AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2005.

*pmm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES