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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.

134808/65
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

1911

05475205

Name of company

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

Date of creation of the charge

25 January 2007

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

Supplemental Legal Charge (the "Deed") which is supplemental to a Debenture dated 29 July 2005 between (1) the Charging Company and (2) the Security Trustee (the "Debenture")

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 Charging Company 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
- (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

See Addendum 2/4

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

The Royal Bank of Scotland Plc (the "Security Trustee")
36 St Andrew Square Edinburgh

Postcode EH2 2YB

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

DLA Piper UK LLP

3 Noble Street

London

EC2V 7EE

DX: 33866 Finsbury Square

Ref: ANH/68860/120367

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AUPPDMP6

A12

01/02/2007

459

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Charging Company charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Additional Property and (to the extent not so charged):

1. all buildings and fixtures (including trade fixtures and fittings) and fixed plant and/or machinery from time to time forming part of that freehold, leasehold or unmovable property;
2. all easements, rights and agreements in respect thereof;
3. all proceeds of sale of the whole or any part of the Additional Property; and
4. the benefit of all covenants given in respect of the Additional Property.

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 *29/1/07*

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

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

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 Propco 2 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)

- (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 Debenture or any other security granted by the Charging Company in connection with any Senior Finance Document or Mezzanine Finance Document.

(including all monies covenanted to be paid under the Debenture), 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 Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

In this form:-

"Additional Property" means the property specified in the schedule hereto.

"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 29 July 2005 and entered into between (1) Barracuda Propco 1 Limited (as Parent), (2) Barracuda Propco 2 Limited (as the Company), (3) Barracuda Propco 1 Limited (as Original Guarantor), (4) The Royal Bank of Scotland plc (as Mezzanine Arranger), (5) The Royal Bank of Scotland plc (as Original Lenders), (6) The Royal Bank of Scotland plc (as Mezzanine Agent) and (7) The Royal Bank of Scotland (as Security Trustee) pursuant to which the Original Lenders agreed to make certain facilities available to the Charging Company as amended or amended and restated from time to time and in particular as amended by a Deed of Variation dated 14 December 2005 made between the same parties and as further amended by an amendment and restatement agreement dated 25 January 2007 made between the same parties;

"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 Parties" means:

- (i) each Finance Party as defined in the Senior Sterling Term and Revolving Facilities Agreement; and
- (ii) each Finance Party as defined in the Mezzanine Sterling Term Facility Agreement

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

"Receiver" means any administrator, receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture;

"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated 29 July 2005 and entered into between (1) Barracuda Propco 1 Limited (as Propco and Parent), (2) Barracuda Propco 2 Limited (as the Original Borrowers), (3) Barracuda Propco 1 Limited (as Original Guarantors), (4) The Royal Bank of Scotland plc (as Senior Arranger), (5) The Royal Bank of Scotland plc (as Original Lenders), (6) The Royal Bank of Scotland plc (as Senior Agent) and (7) The Royal Bank of Scotland plc (as Security Trustee) pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrowers as

Name of company

*insert full name
of Company

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

ties available to the Original Borrowers as amended or amended and restated from time to time and in particular as amended by a Deed of Variation dated 14 December 2005 made between the same parties and as further amended by an amendment and restatement agreement dated 25 January 2007 made between the same parties;

"Senior Finance Document" means the Finance Documents as defined in the Senior Facilities Agreement;

"Senior Finance Party" means any Finance Party (when used in this definition only, as defined in the Senior Facilities Agreement).

THE SCHEDULE**Details of Additional Property**

Address	County/District/London Borough	Title Numbers
30-32 Old Church Road, Chingford	Waltham Forest	EGL92917

Addendum 3/4

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

Addendum 4/4

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

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 SUPPLEMENTAL LEGAL CHARGE DATED THE 25th JANUARY 2007 AND CREATED BY BARRACUDA PROPCO 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE) AND THE SENIOR FINANCE PARTIES (OR ANY OF THEM) AND THE MEZZANINE FINANCE PARTIES (OR ANY OF THEM) AND ANY DELEGATE AND THE OPCO FINANCE PARTIES (OR ANY OF THEM) AND ANY RECEIVER 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 1st FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th FEBRUARY 2007.

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES