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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.



395

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1141

01000608

Name of company

* MANAGEMENT CONSULTING GROUP PLC (the "Chargor")

Date of creation of the charge

11 June 2007

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

CHARGE OVER SHARES (the "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 the Chargor to the Security Agent 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

BARCLAYS BANK PLC (as Security Agent for the Secured Parties) (in such capacity, the "Security Agent")
of One Churchill Place, Canary Wharf, London

Postcode E14 5HP

Presenter's name address and
reference (if any)

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
Contact Denise Phillips
63632 120266 14667833

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



A47

ADPADQTI

29/06/2007

193

COMPANIES HOUSE

1. GRANT OF SECURITY

1.1 Nature of security

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

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as 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 27/6/2007

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)*

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**

† delete as
appropriate

Name of company

*insert full name
of Company

* MANAGEMENT CONSULTING GROUP PLC (the "Chargor")

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:

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in the schedule hereto (The Initial Charged Securities),
- (b) any other stocks, shares, debentures, bonds or other securities of MCG Company No 1 Limited as at 11 June 2007 or in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time, and
- (c) any Related Rights of the securities specified in the schedule which are constituted by any stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 11 June 2007) as at 11 June 2007 or in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time,

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed, pursuant to clause 16 of the Deed (Delegation) or the Security Trust Deed (as defined in the Facilities Agreement), by the Security Agent or by a Receiver,

"Event of Default" means any event or circumstance specified as such in clause 28 (Events of Default) of the Deed,

"Facilities Agreement" means the multicurrency term and revolving facilities agreement dated originally dated 26 July 2006 made between (1) Management Consulting Group PLC as the Parent, (2) Management Consulting Group France SAS as the Company, (3) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (4) the companies listed in part 1 of schedule 1 therein as the Original Guarantors, (5) Barclays Bank PLC as Arranger, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Lenders, (7) Barclays Bank PLC as Agent, (8) Barclays Bank PLC as the Security Agent and (9) Barclays Bank PLC as the Original Issuing Bank (as amended from time to time),

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Security Trust Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent (each as defined in the Facilities Agreement),

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facilities Agreement),

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

Name of company

*insert full name
of Company

* MANAGEMENT CONSULTING GROUP PLC (the "Chargor")

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Secured Parties" has the meaning given to that term in the Security Trust Deed,

"Security" means the Security Interests created by or pursuant to the Deed,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) in favour of the Security Agent by or pursuant to the Deed,

"Security Interest" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Period" means the period beginning 11 June 2007 and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

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

"Security Trust Deed" means the security trust deed dated on or before the Closing Date (as defined in the Facilities Agreement) between the Security Agent, the Parent and the other Obligors (as defined in the Facilities Agreement) and the Secured Parties

SCHEDULE

The Initial Charged Securities

Name of company in which shares are held	Name of Chargor holding shares	Class of shares held	Number of shares held	Issued share capital
MCG Company No 1 Limited	Management Consulting Group Plc	Ordinary £1	96,051,549	£96,051,549
MCG Company No 1 Limited	Alexander Proudfoot Overseas Holding Limited	Ordinary £1	14,174,847	£14,174,847

Addendum 3/4

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

Name of company

*insert full name
of Company

* MANAGEMENT CONSULTING GROUP PLC (the "Chargor")

Addendum 4/4

(b) by way of first fixed charge all other Charged Securities (not charged by clause 3 2(a) of the Deed),
 (b) Short particulars of all the property mortgaged or charged (continued)
 in each case, together with

- (c) all Related Rights from time to time accruing to those Charged Securities, and
- (d) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments

2. CONTINUING SECURITY**2.1 Continuing security**

Subject to clause 27 (Release) of the Deed, the Security is continuing and will extend to the ultimate balance of 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.

2.2 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 Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

2.3 Right to enforce

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

3. LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of such condition or obligation.

4. UNDERTAKINGS BY THE CHARGOR**4.1 Restrictions on dealing**

Except as permitted by the Facilities Agreement, the Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset.

5. FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Deed, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or Delegate in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to

Name of company

*insert full name
of Company

* MANAGEMENT CONSULTING GROUP PLC (the "Chargor")

its nominees, the giving of any notice, order or direction and the making of any registration which, in any such case, as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

6. POWER OF ATTORNEY

Other than in relation to any action or request pursuant to clause 17 (Further Assurances) of the Deed, upon the occurrence of an Event of Default with is continuing, the Chargor, by way of security, irrevocably and severally appointed the Security Agent each Receiver and any Delegates to be its attorney to take any action which the Chargor is obliged to take under the Deed. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01000608

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 11th JUNE 2007 AND CREATED BY MANAGEMENT CONSULTING GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE SECURITY AGENT AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 29th JUNE 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

PJ)

HC0268