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CHFP025

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

546636/104

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

112

06418630

Name of company

* The Office Group Holdings Limited (the "Company")

Date of creation of the charge

18 June 2008

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

Composite Guarantee and Debenture between the Company and the Security Trustee (as defined below) (the
"Guarantee and Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time in the future due, owing or incurred to the Security Beneficiaries (or any of them) from or by any Charging Company pursuant to or in respect of any Finance Document when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether originally owing to the Security Beneficiaries or any of them or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable by the Company under the Guarantee and Debenture (the "Secured Obligations")

Please refer to the original Guarantee and Debenture for definitions of the capitalised terms used above

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

Bridges Community Ventures Nominees Limited (Company Number 04269077) whose registered office is at 1 Craven Hill, London (as security trustee for the Securities Beneficiaries (as defined in the original Guarantee and Debenture)) (the "Security Trustee")

Postcode W2 3EN

Presentor's name address and
reference (if any)

Wragge & Co LLP
55 Colmore Row
Birmingham
B32AS

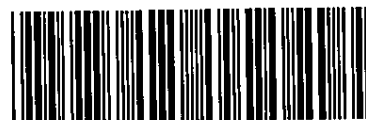
1967817/AXB2/SAG1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



AMQ3D0UW

A20

24/06/2008

85

COMPANIES HOUSE

TUESDAY

11537917

Short particulars of all the property mortgaged or charged

Please see Appendix 1 attached

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Wragge + Co LLP

Date

20/06/08

On behalf of [company] [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 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

Appendix 1 to a Composite Guarantee and Debenture

Company Name – The Office Group Holdings Limited

Company Number – 06418630

1

1.1 The Company with full title guarantee charges to the Security Trustee by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest

- (a) all freehold and leasehold property of the Company (including without limitation the property (if any) specified in Part I of Schedule 3 in the Guarantee and Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same,
- (b) all plant, machinery (other than that charged by clause (a) above) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same,
- (c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,
- (d) (subject, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to clause 8 in the Guarantee and Debenture) the Receivables,
- (e) all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with any Security Beneficiary or the Security Trustee or with any other bank, financial institution or person (including, without limitation but subject to clause 8 in the Guarantee and Debenture, the Collections Account),
- (f) the Insurances and all proceeds of the Insurances,
- (g) all uncalled capital and the goodwill of the Company now or at any time in the future in existence,
- (h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them, and
- (i) the Intellectual Property

- 1 2 The Company with full title guarantee charges to the Security Trustee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Security Trustee by way of fixed charge pursuant to clause 4 1 in the Guarantee and Debenture, as described in clause 1 1 above
- 1 3 As further security for the payment of the Secured Obligations, the Company assigns absolutely to the Security Trustee all its right, title and interest in the Receivables (subject to clause 8 in the Guarantee and Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances (each an **Assigned Asset**) to the Company Provided further that if any Assigned Asset is required to be assigned for security purposes to the Permitted Lender, then the Security Trustee will at the request and cost of the Company reassign such Assigned Asset and upon such reassignment the Company shall be deemed to have assigned absolutely to the Security Trustee its equity of redemption in such Assigned Asset
- 1 4 Each of the charges referred to in clause 4 1 in the Guarantee, as described in 1 1 above, shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in sub-clauses 4(a) – (i) (inclusive) in the Guarantee and Debenture, as described in 1(a) – (i) (inclusive) above, so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)
- 1 5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 2 in the Guarantee and Debenture, as described by clause 1 2 above, which floating charge is accordingly a qualifying floating charge for such purposes

2 Negative Pledge

- 2 1 The Company covenants that it will not without the prior consent in writing of the Security Trustee
- (a) (save in relation to Receivables to the extent permitted or required pursuant to clause 8 in the Guarantee and Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them, and
 - (b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except Permitted Encumbrances)
 - (c) dispose of the Charged Assets or any part of them or attempt or agree to do so, except in relation to Receivables to the extent permitted

pursuant to Clause 8 and except for Floating Charge Assets which may be sold on market value terms in the usual course of trading

Please refer to the original Guarantee and Debenture for definitions of the capitalised terms used above



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6418630
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 18 JUNE 2008 AND CREATED BY THE
OFFICE GROUP HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM OR BY ANY
CHARGING COMPANY TO ANY OF THE SECURITY
BENEFICIARIES 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 24 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES