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\* insert full name  
of Company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

N. West 100278

£30 x 3

# 395

A fee of £10 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

14

414220

Name of company

\* PA Consulting Services Limited (the "Chargor")

Date of creation of the charge

24th November, 1999

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

Charge (the "Charge") dated 24th November, 1999 between the Chargor and the Agent.

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 in any other capacity whatsoever) of each Obligor and the Shareholder to any Finance Party under each Finance Document except for any obligation which, if it were so included, would result in the Charge contravening Section 151 of the Companies Act 1985 and section 207(c) book 2 of the Dutch Civil Code (the "Secured Liabilities").

NB: The term "Finance Document" includes all amendments and supplements including supplements providing for further advances.

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

Eurohypo Aktiengesellschaft Europäische Hypothekenbank der Deutschen Bank, London Branch of Winchester House, 1 Great Winchester Street, London EC2N 2DB as agent and trustee for the Finance Parties (the "Agent").

Postcode

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

Allen & Overy  
One New Change  
London  
EC4M 4QQ

Ref: BK:699934

Time critical reference

For official Use  
Mortgage Section

Post room



KLO  
COMPANIES HOUSE

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0271  
02/12/99

Please see attached continuation sheets.

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in black type, or  
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lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Allen & Orey*

Date

*2/12/99*

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF4 3UZ

**Company Name:** PA Consulting Services Limited  
**Company No:** 414220  
**Continuation Sheet:** 1

## **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

To the extent of its interest the Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Agent by way of a first legal mortgage all the property specified in the Schedule to this Form 395.

**NB:** A reference in the Charge to a charge of any freehold or leasehold property includes all buildings and Fixtures on that property.

**NB:** The Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Charge or a Security Interest permitted under clause 17.8 (Negative pledge) of the Credit Agreement; or
- (b) sell, transfer, grant, or, subject to clause 18.2 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur.

**NB:** Each mortgage and charge created under the Charge is made by the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

In this Form 395:

### **"Additional Guarantor"**

means GVN, when it becomes a Guarantor in accordance with clause 27.4 (Additional Guarantor) of the Credit Agreement.

### **"Arranger"**

means Eurohypo Aktiengesellschaft Europäische Hypothekenbank der Deutschen Bank, London Branch.

### **"Banks"**

means the financial institutions listed in Schedule 1 to the Credit Agreement as banks.

### **"Borrower"**

means Erinvale Holdings, B.V. (Registered in The Netherlands).

### **"Counterparty"**

means Deutsche Bank A.G., London.

### **"Credit Agreement"**

means the £70,000,000 credit agreement dated 18th November, 1999 between (among others) the Chargor and the Agent.

**Company Name:** PA Consulting Services Limited  
**Company No:** 414220  
**Continuation Sheet:** 2

**"Fee Letter"**

means the letter dated the date of the Credit Agreement between the Arranger, the Agent and the Borrower setting out the amount of various fees referred to in clause 21 (Fees) of the Credit Agreement.

**"Finance Document"**

means:

- (a) the Credit Agreement;
- (b) the Security Agreement;
- (c) any Hedging Arrangement;
- (d) the Share Pledge;
- (e) the Charge;
- (f) any Subordination Deed;
- (g) the Fee Letter;
- (h) a Novation Certificate;
- (i) the Guarantor Accession Agreement; or

any other document designated as such by the Agent and the Borrower.

**"Finance Party"**

means the Arranger, a Bank, the Counterparty or the Agent.

**"Fixtures"**

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property belonging to the Chargor or in respect of which the Chargor has an interest.

**"Guarantor"**

means an Original Guarantor or the Additional Guarantor.

**"Guarantor Accession Agreement"**

means the deed entered into or to be entered into by GVN in favour of the Agent substantially in the form of Part II of Schedule 5 to the Credit Agreement.

**"GVN"**

means Greycoat Victoria North Limited (Registered in England and Wales No. 2588956).

**Company Name:** PA Consulting Services Limited  
**Company No:** 414220  
**Continuation Sheet:** 3

**"Hedging Arrangements"**

means any interest hedging arrangements entered into by the Borrower in connection with interest payable under the Credit Agreement.

**"Holdings"**

means PA Holdings Limited (Registered in England and Wales No. 2235016).

**"Mortgaged Property"**

means any property the subject of the security created by the Charge.

**"Novation Certificate"**

has the meaning given to it in clause 27.3 (Procedure of novations) of the Credit Agreement.

**"Obligor"**

means the Borrower or any Guarantor.

**"Original Guarantor"**

means Holdings or the Chargor.

**"Property Owner"**

means the Borrower or the Additional Guarantor.

**"Security Agreement"**

means a security agreement entered into or to be entered into by each Property Owner in favour of the Agent, in substantially the form of Schedule 6 to the Credit Agreement.

**"Security Assets"**

means all assets of the Chargor the subject of any security created by the Charge.

**"Security Interest"**

means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

**"Shareholder"**

means PA Consulting Group, B.V. (Registered in The Netherlands).

**"Share Pledge"**

means a Dutch notarial deed of pledge of registered shares of the Borrower executed or to be executed before a Dutch civil notary by the Shareholder and the Borrower in favour of the Agent, in substantially the form of Schedule 7 to the Credit Agreement.

**Company Name:** PA Consulting Services Limited  
**Company No:** 414220  
**Continuation Sheet:** 4

**"Subordinated Creditor"**

means a Guarantor or the Shareholder or any other Subsidiary of Holdings which has entered into a Subordination Deed in a manner and in form and substance reasonably satisfactory to the Agent.

**"Subordination Deed"**

means a subordination deed entered into or to be entered into by a Subordinated Creditor in favour of the Agent, in substantially the form of Schedule 8 to the Credit Agreement.

**"Subsidiary"**

means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

**Company Name:** PA Consulting Services Limited  
**Company No:** 414220  
**Continuation Sheet:** 5

## **SCHEDULE**

### **REAL PROPERTY**

Four underleases each dated 10th September, 1992 each made between Greycoat Victoria North Limited (1), PA Consulting Services Limited (2) and PA Holdings Limited (3) relating to premises on:

- (1) Deck Level and Level 1 registered at H.M. Land Registry under title number NGL702689;
- (2) Level 2 registered at H.M. Land Registry under title number NGL702691;
- (3) Level 3 registered at H.M. Land Registry under title number NGL702692; and
- (4) Level 4 registered at H.M. Land Registry under title number NGL702695,

comprising part of the building at 123 Buckingham Palace Road, London SW1.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00414220

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE (THE "CHARGE") BETWEEN THE COMPANY AND THE AGENT DATED THE 24th NOVEMBER 1999 AND CREATED BY PA CONSULTING SERVICES LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER) OF EACH OBLIGOR AND THE SHAREHOLDER TO ANY FINANCE PARTY UNDER EACH FINANCE DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th DECEMBER 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE