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COMPANIES FORM No. 395

Particulars of a mortgage or charge

137545/65

395

CHFP025

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write in
this margin

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

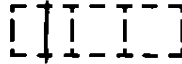
*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03056469

Name of company

* O C.S Group UK Limited (Chargor)

Date of creation of the charge

19 September 2008

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

Debenture between, among others, the Chargor and the Security Trustee (as defined below) (Debenture)

Amount secured by the mortgage or charge

All monies and liabilities on or after the date of the Debenture due, owing or incurred by the Chargor to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligation which, if it were included there, would result in a contravention of section 151 of the Companies Act 1985, or its equivalent in any other jurisdiction (Secured Obligations)

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

HSBC Corporate Trustee Company (UK) Limited as security trustee for the Finance Parties (Security Trustee)
8 Canada Square, London

Postcode E14 5HQ

Presenter's name address and
reference (if any)

Addleshaw Goddard LLP
Sovereign House
Sovereign Street
Leeds
LS1 1HQ

ONEIV/15421-528

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



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A19

26/09/2008

COMPANIES HOUSE

65

Short particulars of all the property mortgaged or charged

First legal mortgages

The Chargor charges by way of first legal mortgage

(a) the Properties

(b) all other interests and estates in freehold, leasehold or commonhold, and, in each case, all Premises and Fixtures on such property for the time being.

Assignments

(a) The Chargor assigns

(i) the Relevant Agreements to which it is a party, and

(ii) the Relevant Policies to which it is a party

(b) The Chargor shall remain liable to perform all its obligations under the

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard LLP

Date 24/9/08

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)

† 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**

Name of company

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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)

Addendum 3/4

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

Addendum 4/4

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

Relevant Agreements and the Relevant Policies to which it is a party

- (c) Notwithstanding the other terms of this Assignments clause, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

First fixed charges

The Chargor charges by way of first fixed charge (and in the case of clause (e), subject to the CID Fixed Charge).

- (a) all interests and estates in any freehold, leasehold or commonhold property
- (b) the proceeds of sale of its Secured Property and all licenses to enter on or use any Secured Property,
- (c) the benefit of all agreements, instruments and rights relating to its Secured Property;
- (d) the Subsidiary Shares together with all Related Rights,
- (e) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (f) all monies from time to time standing to the credit of each Blocked Account,
- (g) all monies from time to time standing to the credit of each account held by the

Name of company

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relevant Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an Account);

- (h) all its Intellectual Property,
- (i) all its goodwill and uncalled capital,
- (j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (k) to the extent that any legal mortgage or any assignment is ineffective as a legal mortgage or an assignment, the assets referred to in that clause

Floating Charge

The Chargor charges by way of first floating charge all its assets and undertaking wherever located both present at the date of the Debenture and future other than any assets, effectively charged by way of legal mortgage or fixed charge or assigned

Conversion of floating charge to a fixed charge

The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

- (a) an Event of Default is continuing, or
- (b) in the opinion of the Instructing Party that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document).

- (a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or over all of the Floating Charge Assets

Covenant to pay

The Chargor covenants with the Security Trustee as security trustee for the Finance Parties, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

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Negative Pledge

The Chargor shall not create or permit to subsist any Security over any of its assets

The Chargor shall not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

The negative pledge clause does not apply to any Security or arrangement which is permitted by the terms of the Facility Agreement

In this form the following terms shall have the following meanings

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

Blocked Account means each Holding Account

Event of Default means any event or circumstance specified as such in Clause 26 of the Facility Agreement

Facility Agreement means the facility agreement between the Chargor and others as original borrowers (as listed in the Facility Agreement), the Chargor and others as original guarantors (as listed in the Facility Agreement), HSBC Bank plc and HSBC Corporate Trustee Company (UK) Limited and dated 19 September 2008

Finance Parties means the Agent, the Arranger, a Lender, the Issuing Bank or the Security Trustee

Finance Documents means any of the Facility Agreement, the intercreditor deed, the pension deed of priority, the security documents, the Hedging Strategy Letter, any fee letter, any accession letter, any resignation letter and any other document designated as such by the Agent and the Chargor

Financial Indebtedness means (without double counting) any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,

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- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any Finance Lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of the derivative transactions, only the marked to market values shall be taken into account),
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above;

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at the date of, or at any time after the date of, the Debenture on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 (Floating charge)

Hedging Strategy Letter means the letter issued by the Company to the Agent on or about the date of the Facility Agreement relating to its hedging strategy,

Holding Account means an account

- (a) held with the Original Lender and identified in a letter between the Company and the Agent as a Holding Account;
- (b) to which the Original Lender has sole signing rights, and
- (c) subject to Security in favour of the Security Trustee, which Security is in form and substance satisfactory to the Security Trustee

Premises means any building on a Secured Property

Properties means the properties (if any) listed in part 1 of schedule 2 of the Debenture

Related Rights means in respect of any Subsidiary Share

- (a) all monies paid or payable in respect of that Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Subsidiary Share and
- (c) all rights derived from or incidental to that Subsidiary Share

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Relevant Agreements means each hedging agreement referred to in the Hedging Strategy Letter

Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture

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

Subsidiary Shares means, in respect of a Chargor, the shares held by it in its Subsidiaries listed in schedule 3 of the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3056469
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
SEPTEMBER 2008 AND CREATED BY OCS GROUP UK LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE 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 26
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER
2008



P. Neill



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES