

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

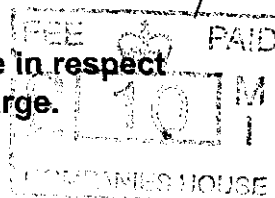
COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

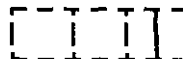
To the Registrar of Companies
(Address overleaf - Note 6)



395

For official use

Company number



4129282

Name of company

* MWB SERVICED OFFICE HOLDINGS LIMITED (the "Chargor")

Date of creation of the charge

28 June 2002

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

Charge on Shares (Mezzanine) (the "Charge") dated 28 June 2002 between
the Chargor and BHF-BANK AG

Amount secured by the mortgage or charge

Please see schedule 1

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

BHF-BANK AG (the "Agent")
BHF-BANK House
61 Queen Street
London

Postcode EC4R 1AF

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

Taylor Joynson Garrett
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

Ref: SWL/AIS

Time critical reference
020703LFormAIS-395charg

For official Use
Mortgage Section

Post room



A47
COMPANIES HOUSE

0677
04/07/02

Short particulars of all the property mortgaged or charged

Please see schedule 2

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)

Nil

Signed Taryn Joyner Clerk Date 3 July 2002

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 CF14 3UZ

DEFINITIONS:

"Agreement" means a syndicated loan agreement dated 2 August 1999 (as amended and restated from time to time) made between the Principal Debtor (1), certain companies named therein (2), the Banks (3) and the Agent (4) in respect of a facility in a maximum principal amount of up to £8,000,000;

"Bank" means each bank or financial institution which is from time to time a party to the Agreement and their successors, transferees and assigns (together the **"Banks"**);

"Beneficiaries" means each of the Agent, the Banks and any Hedge Counterparty;

"Charged Property" means the Investments and any dividends, interest and other money charged to the Agent by this deed;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Facility" means the term loan facility made available on the terms and conditions set out in the Agreement;

"Finance Documents" has the meaning assigned to such term under the Agreement;

"Hedge Counterparty" means the Agent in its capacity as counterparty to any Hedging Agreement with the Principal Debtor or such other counterparty to a Hedging Agreement agreed by the Principal Debtor and the Agent;

"Hedging Agreement" means any agreement entered into by the Hedge Counterparty and the Principal Debtor the effect of which is or is intended to be to limit the net amount of interest payable by the Principal Debtor on the whole or any part of the Loan (or any option which if exercised would have such effect);

"Investments" means:

- (a) any existing and future stock, share, bond or any form of loan capital of or in any legal entity; and
- (b) any existing and future unit in any unit trust or similar scheme;
- (c) any existing and future warranty or other right to acquire any such investment;
- (d) 790 ordinary shares of £1.00 each in the issued share capital of the Principal Debtor;

and any income, offer, right or benefit in respect of any such investment;

"Loan" means at any relevant time the principal amount outstanding under the Facility;

"Principal Debtor" means MWB Business Exchange Limited (company number: 315480) whose registered office is at 179 Great Portland Street, London W1W 5LS.

SCHEDULE 1

Amount secured by mortgage or charge

All liabilities of the Principal Debtor or the Chargor owed or expressed to be owed to the Beneficiaries under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity (being the "**Secured Liabilities**").

SCHEDULE 2

Short Particulars of all the property charged

Under the Charge, as continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee charged to the Agent as trustee for itself and the Beneficiaries by way of fixed charge:

- (a) the Investments; and
- (b) all dividends, interest and other money payable to the Chargor in respect of the Investments.

Negative covenants

Under the Charge, the Chargor will not except with the prior written consent of the Agent:

- (a) dispose or purport to dispose of any interest in or grant any right over any Charged Property; or
- (b) create, agree to create or allow to remain outstanding any Encumbrance over any Charged Property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04129282

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE ON SHARES (MEZZANINE) DATED THE 28th JUNE 2002 AND CREATED BY MWB SERVICED OFFICE HOLDINGS LIMITED FOR SECURING ALL LIABILITIES OF THE PRINCIPAL DEBTOR OR THE CHARGOR OWED OR EXPRESSED TO BE OWED TO THE BENEFICIARIES 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 4th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JULY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P.
J.M.