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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)

For official use

Company number



237095

Name of company

* DCS Group plc (the **Chargor**)

Date of creation of the charge

12th March, 2004

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

Guarantee and Debenture between the Chargor and Barclays Bank PLC (the
Lender) (the **Deed**)

Amount secured by the mortgage or charge

In relation to each Obligor (as defined in the Continuation Sheet) all
monies, obligations and liabilities from time to time due, owing or
incurred by such Obligor to the Lender in connection with the Finance
Documents (as defined in the Continuation Sheet), except for any
obligation which if it were so included would result in the Deed
contravening Section 151 of the Companies Act 1985.

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

Barclays Bank PLC
Chatsworth House
66-70 St. Mary Avenue
London

Postcode EC3A 8BD

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

Allen & Overy
One New Change
London
EC4M 9QQ
BK: 1266643

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please see the Continuation Sheet.

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

Allen A. O'Leary

Date

31/3/04

On behalf of ~~XXXXXX~~ [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

Name of company: DCS Group plc
Company number: 237095

CONTINUATION SHEET

Short particulars of all the property mortgaged or charged

1.1 Land

(i) By way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by the Chargor; and (ii) (to the extent that they are not the subject of a mortgage under (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property including all buildings, fixtures, fittings and fixed plant and machinery on that property; and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.2 Investments

(i) By way of a first legal mortgage all shares in any member of the Group (other than the Chargor) owned by it or held by any nominee on its behalf; and (ii) (to the extent that they are not the subject of a mortgage under (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf including any dividend or interest paid or payable in relation to it; and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

1.3 Plant and machinery

By way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

1.4 Credit balances

By way of a first fixed charge all of the Chargor's rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it.

1.5 Book debts etc.

By way of a first fixed charge:

- (a) all of the Chargor's book and other debts;
- (b) all other moneys due and owing to the Chargor; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by the Chargor in relation to any item under (a) or (b) above.

1.6 Insurances

An absolute assignment, subject to a proviso for re-assignment on redemption, all of the Chargor's rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

1.7 Other contracts

An absolute assignment, subject to a proviso for re-assignment on redemption, all of the Chargor's rights in respect of:

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of the Deed;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

1.8 Intellectual property

By way of a first fixed charge, all of the Chargor's rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

1.9 Miscellaneous

By way of first fixed charge:

- (a) any beneficial interest, claim or entitlement the Chargor has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in (c) above; and
- (e) its uncalled capital.

1.10 Floating charge

By way of a first floating charge all the Chargor's assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Deed.

Save as provided for in the Credit Agreement (as defined below) and the Facility Documents (as defined below), the Chargor is not permitted to (a) create or permit to subsist any security interest on any Security Asset (as defined below), or (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset.

Definitions

In this Form 395:

Amendment Letter means the Multi Option, CAS Facility and Revolving Reducing Term Loan Amendment Letter dated 12th March, 2004 and between among others DCS Group plc and Barclays Bank PLC.

Credit Agreement means the £16,000,000 Term Loan and CAS Facility dated 12th March, 2004 between DCS Group plc, DCS Automotive Holdings Ltd, DCS Automotive Ltd, DCS Automotive (UK) Ltd, Global Automotive (Northern) Ltd, DCS Automedia Ltd and the Lender.

Facility Documents means the Multi Option, CAS Facility and Revolving Reducing Term Loan dated 16th May, 2000 between amongst others DCS Group plc and Barclays Bank PLC as amended by inter alia the Amendment Letter.

Finance Documents means the Credit Agreement, the Facility Documents and the Amendment Letter, the fees letter executed between the Lender and the Chargor dated 12th March, 2004, the Security Documents and any other document from time to time securing all or any of the obligations of any Obligor to the Lender as the same may be varied or amended from time to time, together with any other document designated as a Finance Document by the Lender.

Group means the Chargor and its Subsidiaries from time to time.

Obligors means the Chargor, DCS Automotive Holdings Limited, DCS Automotive Ltd, DCS Automotive (UK) Ltd, Global Automotive (Northern) Ltd, DCS Automedia Ltd, DCS Automotive (Iberica) S.L., DCS Automotive France SAS, DCS European Holdings B.V., GFA Exdata Computer Systeme Holding GmbH, DCS Automotive (Schweiz) A.G., Global Automotive (Deutschland) Beteiligungs GmbH, DCS Automotive Deutschland Beteiligungs GmbH, DCS Automotive Deutschland GmbH, DCS Overseas Holdings Ltd, Intercede 1412 Ltd, H.B. Ulrich & Associates, Inc., DCS Transport & Logistics Solutions B.V., DCS Transport & Logistics Solutions Ltd, DCS Transport und Logistik Solutions Deutschland GmbH, DCS Services Ltd, and Cardis Car Dealer Information Systems GmbH & Co KG.

Security Assets means all assets of the Chargor the subject of any security created by the Deed.

Security Documents means all present and future security documents provided under the Credit Agreement and the Facility Documents.

Subsidiaries means subsidiary undertakings within the meaning of section 258 of the Companies Act 1985.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00237095

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 12th MARCH 2004 AND CREATED BY DCS GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO BARCLAYS BANK PLC 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 1st APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th APRIL 2004.

D. Angeles



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES