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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

RES 710
080894

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

6

242246

Name of company

* SERCO LIMITED ("the Charging Company")

Date of creation of the charge

27th March 2001

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

ASSIGNMENT OF CONTRACTS ("the Assignment")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 27th March 2001 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Secured Beneficiaries by the Charging Company and TIS in respect of the Banks' Financing Documents whether actually or contingently, whether solely or jointly with any other Person, whether as principal, or surety and whether or not the Secured Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful reasonable charges or reasonable expenses which the Secured Beneficiaries may in the course of their business charge in accordance with the terms of the Banks' Financing Documents in respect of any facilities or accommodation or service provided by the Secured Beneficiaries to the Charging Company ("the Secured Obligations").

continued on continuation sheet 1, page 2

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

WESTDEUTSCHE LANDESBANK GIROZENTRALE, LONDON BRANCH, 33/36 Gracechurch Street, London EC3V 0AX (as security trustee for the Secured Beneficiaries) ("the Security Trustee").

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

DLA
3 Noble Street
London EC2V 7EE

HB/ams/Banking

Swana TIS Assig.lfd

Time critical reference

For official use
Mortgage Section

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I Post room



A18
COMPANIES HOUSE

ARJHTZDL

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30/03/01

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1. CHARGE

1.1 The Charging Company with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigned by way of security to the Security Trustee the Assigned Assets (together with all beneficial interests of the Charging Company in the Assigned Assets and to any proceeds of sale or other realisation of such property or any part of it) (collectively the "Charged Property") to hold the same on behalf of the Secured Beneficiaries.

1.2 The Charging Company, with full title guarantee charged in favour of the Security Trustee by way of first floating charge all the Charged Property to the extent that the same are not otherwise effectively assigned under Clause 2.1 of the Assignment.

continued on continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

N/A

Signed DWJ

Date 29/3/01

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

† 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

242246

Name of Company

SERCO LIMITED ("the Charging Company")

~~limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:-

"Assigned Assets" means all the right, title, benefit and interest of the Charging Company whatsoever, whether present or future, proprietary, contractual or otherwise, arising out of or in, or under the Services Provision Contracts and the Service Provider Guarantees and including (without limitation) all claims and all monies under or in respect of any of the above including the proceeds of any claims, awards, or judgments and any return of premia which may at any time be or become paid or payable to the Charging Company and all present and future right, title, benefit and interest in all guarantees, indemnities, mortgages, securities, assignments in security, charges and other security of whatsoever nature now or hereafter held by the Charging Company in respect of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith, together with all rights and remedies for enforcing any such guarantees, indemnities, mortgages, securities, assignments in security, charges and other security (or any of them) in the name of the Charging Company or otherwise;

"Banks' Financing Documents" means:

- (a) (i) the Credit Agreement;
- (ii) the Original Hedging Agreement and any other Hedging Agreement effected pursuant to the Approved Hedging Programme (all as more particularly defined in the Credit Agreement);
- (iii) the Security Documents (as more particularly defined in the Credit Agreement);
- (iv) the Direct Agreements (as more particularly defined in the Credit Agreement);
- (v) the Account Bank Agreement (as more particularly defined in the Credit Agreement);
- (vi) the notices of charge (other than such notices which are contemplated to be given pursuant to a Direct Agreement (as more particularly defined in the Credit Agreement)) given pursuant to and as contemplated by the Credit Agreement or any of the Security Documents (as more particularly defined in the Credit Agreement) and the acknowledgements thereto;
- (vii) the Fee Letter (as more particularly defined in the Credit Agreement);
- (viii) the Syndication Letter (as more particularly defined in the Credit Agreement); and
- (ix) the Bank Financial Model Licence (as more particularly defined in the Credit Agreement);

(b) (i) all agreements and other documents executed from time to time pursuant to any of the foregoing to which the Facility Agent and/or the Security Trustee and/or any of the Banks and/or the Hedging Counterparty is a party; and

(ii) any present or future document confirming or evidencing any Security Interest for, or in relation to, either of the Obligor's obligations under any of the other Banks' Financing Documents; and

(c) any other agreement or document reasonably determined by the Facility Agent to be a "Banks' Financing Document";

"Borrower" means Traffic Information Services (TiS) Limited (CRN: 4017551);

"Credit Agreement" means the credit agreement dated 27th March 2001 and made between inter alios TiS, Holdco and Westdeutsche Landesbank Girozentrale, London Branch as the Facility Agent;

continued on continuation sheet 2, page 2

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

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2. CONVERSION OF FLOATING CHARGE

Without prejudice to Clause 2.1 of the Assignment:

2.1 the Security Trustee may by notice in writing to the Charging Company convert any floating charge created pursuant to Clause 2.2 of the Assignment into a fixed charge as regards all or any of the Charging Company's assets charged under Clause 2 of the Assignment and specified in the notice if an Enforcement Event occurs which remains unremedied or unwaived.

2.2 The floating charge created by the Charging Company under the Assignment shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of the Charging Company:

2.2.1 on the convening of any meeting of the members of the Charging Company to consider a resolution to wind up the Charging Company (other than a bona fide reconstruction or amalgamation of the Charging Company that has previously been approved by the Security Trustee in writing (such approval not to be unreasonably withheld or delayed));

2.2.2 on the presentation of a petition for the compulsory winding up of the Company unless in the opinion of counsel to the Security Trustee, the petition is frivolous, vexatious or an abuse of process and is, in any event, discharged within 14 days of it coming to the Charging Company's notice;

2.2.3 on the presentation of a petition to appoint an administrator to the Charging Company;

2.2.4 on the presentation or making of an application for a warrant of execution, writ or fieri facias, garnishee order or charging order in respect of any of the assets of the Charging Company which are subject to the floating charge unless the same is discharged within 21 days of its coming into existence; or

2.2.5 if the Charging Company fails to comply with its obligations under Clause 6 of the Assignment.

2.3 Service by the Security Trustee of a notice pursuant to Clause 5.1 of the Assignment in relation to any class of assets of the Charging Company shall not be construed as a waiver or abandonment of the Security Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee and/or the Secured Beneficiaries under the Assignment.

3. NEGATIVE PLEDGE

3.1 The Charging Company covenanted with and has undertaken to the Security Trustee (for the benefit of the Secured Beneficiaries) that during the continuance of the security it shall not without the consent in writing of the Security Trustee:

3.1.1 create, appoint, extend or permit to subsist any Security Interest (other than a Permitted Security Interest) upon any of the Charged Property to secure any liability, actual or contingent; or

3.1.2 save as permitted or required under the Deed, sell, discount, factor, transfer, dispose, assign, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Charged Property.

continued on continuation sheet 2, page 4

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Please complete
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Company Number

242246

Name of Company

SERCO LIMITED ("the Charging Company")

~~limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Enforcement Event" means:

(i) the occurrence of an Event of Default (as more particularly defined in the Credit Agreement) which is continuing unremedied or has not been waived in writing by the Banks (as more particularly defined in the Credit Agreement) (in accordance with Clause 35 of the Credit Agreement); or

(ii) the occurrence of an Event of Default (as more particularly defined in the Credit Agreement) (howsoever described) entitling any of the parties to any of the Services Provision Contracts, to terminate such Services Provision Contract;

"Facility Agent" is Westdeutsche Landesbank Girozentrale, London Branch;

"Hedging Counterparty" means Westdeutsche Landesbank Girozentrale, London Branch in its capacity as Hedging Counterparty or any other Bank (as more particularly defined in the Credit Agreement) with whom the Borrower has entered into a Hedging Agreement (as more particularly defined in the Credit Agreement) pursuant to the Approved Hedging Programme (as more particularly defined in the Credit Agreement);

"Holdco" means Traffic Information Services (TiS) Holdings Limited (CRN: 4017593);

"Obligors" means each of the Borrower and Holdco (each an "Obligor");

"Permitted Security Interests" means Security Interests arising under or in respect of:

(a) any lien or right of set-off or other form of deduction arising by operation of law in the ordinary course of business;

(b) the Security Documents (as more particularly defined in the Credit Agreement);

(c) subject to the priority of the Security Documents (as more particularly defined in the Credit Agreement) and the provisions of the Credit Agreement, unpaid Tax (as more particularly defined in the Credit Agreement) or other amounts arising under an attachment or similar process or out of judgments, decrees or awards whilst the tax or other amount concerned is being contested by the Borrower or, as the case may be, Holdco or the Prime Contract Sub-Contractor (as more particularly defined in the Credit Agreement) in good faith on reasonable grounds;

(d) a retention of title on normal commercial terms imposed by a supplier of materials and equipment to the Borrower or, as the case may be, the Prime Contract Sub-Contractor (as more particularly defined in the Credit Agreement) in the ordinary course of its business; and

(e) the Prime Contract in favour of the Authority (both as more particularly defined in the Credit Agreement), including, without limitation, a first charge over the Retention Account (as more particularly defined in the Credit Agreement) in favour of the Authority;

(f) any other Security Interest approved from time to time by the Facility Agent;

"Person" shall include any person, firm, company, corporation, Government, State or agency of a State or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Assignment whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

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

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3.2 The Charging Company shall from time to time, at the written request of the Security Trustee, do any act or execute in favour of the Security Trustee or as it may direct such further or other legal or other assignments, transfers, mortgages, charges or securities as in each case the Security Trustee shall reasonably stipulate, in such form as the Security Trustee may require, for the improvement or perfection of the security intended to be conferred on the Security Trustee by or pursuant to the Assignment or to facilitate the realisation thereof or the exercise of any and all powers, authorities and discretions intended to be vested in the Security Trustee or any Receiver by or pursuant to the Assignment.

3.3 Save as otherwise agreed by the Security Trustee, the Charging Company shall take all such action as is available to it:

3.3.1 to protect and maintain the security intended to be conferred in the Security Trustee by or pursuant to the Assignment; and

3.3.2 to make all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection, protection or maintenance of any security which it may, or may be required to create in connection with the Assignment.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Charging Company represented and warranted that:

4.1.1 the Charging Company is and will be the sole owner and holder of the Charged Property;

4.1.2 the Charged Property is not the subject of a pledge or any security interest to the benefit of persons other than the Security Trustee and no demands or claims or any other encumbrances whatsoever have been made by anyone with respect to the Assigned Assets;

4.1.3 except for the assignment constituted under this Agreement, the Charging Company will not grant, directly or indirectly, any other security interest, pledge, charge, transfer, assignment, lease or otherwise dispose of the Charged Property.

4.1.4 the Charging Company shall from time to time upon the request of the Security Trustee promptly, at its own expense, execute and deliver any and all such further instruments and documents as the Security Trustee may deem desirable for the purpose of obtaining the full benefit of this Deed and of the rights and powers granted under it.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

242246

Name of Company

SERCO LIMITED ("the Charging Company")

* delete if
inappropriate

~~limited~~

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Secured Beneficiaries" means, at any time, the Banks, the Arranger (both as more particularly defined in the Credit Agreement), the Hedging Counterparty, the Security Trustee and the Facility Agent together with their respective successors, assigns and permitted transferees (each a "Secured Beneficiary");

"Security Interest" includes a mortgage, lien, pledge, security, standard security, hypothec, encumbrance, charge, hypothecation, a deposit of money with the primary intention of affording a right of set-off or other security interest or arrangement, the effect of which is intended to prefer the beneficiary thereof over unsecured creditors;

"Services Provision Contracts" means respectively:

(a) (i) the Network Construction Contract (as more particularly defined in the Credit Agreement);

(ii) the VMS Construction Contract (as more particularly defined in the Credit Agreement),

each dated 27th March 2001 in the Agreed Form being the contracts made between the Service Providers and the Prime Contract Sub-Contractor (both as more particularly defined in the Credit Agreement) relating to the provision of Services under the Prime Contract (both as more particularly defined in the Credit Agreement); and

(iii) any other contract made between any Person and the Prime Contract Sub-Contractor (as more particularly defined in the Credit Agreement) relating to the provision of any other Services (as more particularly defined in the Credit Agreement) under the Prime Contract (as more particularly defined in the Credit Agreement) designated by the Facility Agent as a "Services Provision Contract" including for the avoidance of doubt the Traffic Management Consultancy Contract, the Direct Information Services Sub-Contract and the Commercial Information Services Sub-Contract (all as more particularly defined in the Credit Agreement); or

(b) if any of the said contracts have been terminated, any replacement or successive contract between the replacement or successor provider of Services and the Prime Contract Sub-Contractor (both as more particularly defined in the Credit Agreement) relating to the provision of such services under the Prime Contract (as more particularly defined in the Credit Agreement);

"Service Provider Guarantees"

(a) means the performance guarantees in the Agreed Form dated on or before 27th March 2001 given by the relevant Service Provider Guarantor to the Prime Contract Sub-Contractor (both as more particularly defined in the Credit Agreement) and the Borrower in respect of the obligations of the relevant Service Provider under the relevant Services Provision Contract (both as more particularly defined in the Credit Agreement); and

(b) any other performance guarantees in the Agreed Form entered into after 27th March 2001 between the relevant Service Provider Guarantor (if any) to the Prime Contract Sub-Contractor (both as more particularly defined in the Credit Agreement) and the Borrower in respect of the obligations of the relevant Service Provider under the relevant Service Provision Contract (both as more particularly defined in the Credit Agreement);

"TiS" means Traffic Information Services (TiS) Limited (CRN: 4017551).

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

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00242246

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTS DATED THE 27th MARCH 2001 AND CREATED BY SERCO LIMITED FOR SECURING ALL MONIES WHATSOEVER DUE OR TO BECOME DUE FROM THE COMPANY AND TIS TO THE SECURED BENEFICIARIES (AS DEFINED) IN RESPECT OF THE BANKS' FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd APRIL 2001.

VR
VR



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —