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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

[B]

1196227

Name of company

* Charterhouse Japhet Finance Limited, a company incorporated in England and having its
registered office at 3 Princess Way, Redhill, Surrey RH1 1NP (the "Mortgagor")

Date of creation of the charge

15 June 2001

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

A First Priority Mortgage (the "Mortgage") dated 15 June 2001 made by
the Mortgagor in favour of Electronic Data Systems Limited (the
"Mortgagee")

Amount secured by the mortgage or charge

See Schedules 1 and 2.

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

Electronic Data Systems Limited, a company incorporated in England whose
registered office is at 4 Roundwood Avenue, Stockley Park, Uxbridge,
Middlesex

Postcode UB11 1BQ

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

London2/971023

Time critical reference
GJT/E808/1017/DXM

For official Use
Mortgage Section

Post room



LD8
COMPANIES HOUSE

L84ML1XM

0977
29/06/01

See Schedule 3.

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lettering

Particulars as to commission allowance or discount (note 3)

None.

Signed



Date

29.6.2001

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

Electronic Data Systems Limited

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

***Schedules to Form 395 relating to the First Priority Mortgage dated 15th June 2001 made by
Charterhouse Japhet Finance Limited in favour of Electronic Data Systems Limited***

**SCHEDULE 1
DEFINITIONS**

In this form 395:

"Goods" means the articles of computer hardware and other goods specified in Appendix A.

"HP Contract" means the hire purchase contract dated 15 June 2001 with Agreement No.002 between the Mortgagor and the Mortgagee, whereby (i) the mortgagee has leased the Goods to the Mortgagor and (ii) the provisions of the master HPA are deemed to be incorporated therein.

"Master HPA" means the master hire purchase agreement dated 24 May 2001 between the Mortgagor and the Mortgagee.

"Security Interest" means a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, title retention or other security interest or arrangement of any kind whatsoever.

"Security Period" means the period commencing 15 June 2001 and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full.

SCHEDULE 2
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The obligations of the Mortgagor to the Mortgagee pursuant to and/or under:

- (a) To transfer and/or pass title, and to deliver, to the Mortgagee any and all of the Goods pursuant to and/or under Clauses 10.3 (*Passing of Property and Title*), 10.4 (*Deemed Passing of Property and Title*), 14.2 (*Owner may terminate*) and 15.1 (*Owner's Put Option*) of the Master HPA (as the same are incorporated in the HP Contract and not to create, assume or permit to exist any Security Interest upon the Goods other than pursuant to and/or under Clause 12.2.3 (*Negative Pledge*) of the Master HPA (as the same is incorporated in the HP Contract); and
 - (b) the Mortgage,
- (the "**Secured Obligations**").

SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

MORTGAGE

By the Mortgage, and as a continuing security for the performance and discharge of the Secured Obligations, the Mortgagor with full title guarantee has mortgaged to the Mortgagee all its interest, present and future in and to the Goods by way of first priority legal mortgage **provided that** the Mortgagee has acknowledged and agreed that the title to the Goods the subject of the disposition by way of first priority legal mortgage shall be the same title received by the Mortgagor on its purchase of the Goods pursuant to the Master HPA.

FURTHER ASSURANCE

The Mortgage contains covenants for further assurance.

NEGATIVE PLEDGE

The Mortgagor has covenanted and undertaken with the Mortgagee throughout the Security Period that it will not, without the prior consent of the Mortgagee, create, assume or permit to exist any Security Interest upon the Goods other than in accordance with the Master HPA.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01196227

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST PRIORITY MORTGAGE DATED THE 15th JUNE 2001 AND CREATED BY CHARTERHOUSE JAPHET FINANCE LIMITED FOR SECURING THE OBLIGATIONS OF THE COMPANY TO ELECTRONIC DATA SYSTEMS LIMITED PURSUANT TO AND/OR UNDER: A). TO TRANSFER AND/OR PASS TITLE, AND TO DELIVER, TO ELECTRONIC DATA SYSTEMS LIMITED ANY AND ALL OF THE GOODS PURSUANT TO AND UNDER CLAUSES 10.3, 10.4, 14.2 AND 15.1 OF THE MASTER HPA (AS THE SAME ARE INCORPORATED IN THE HP CONTRACT) AND NOT TO CREATE, ASSUME OR PERMIT TO EXIST ANY SECURITY INTEREST UPON THE GOODS OTHER THAN PURSUANT TO AND/OR UNDER CLAUSE 12.2.3 OF THE MASTER HPA (AS THE SAME IS INCORPORATED IN THE HP CONTRACT) AND B). THE MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
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