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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

114

1196227

Name of company

* Charterhouse Japhet Finance Limited an English company having its registered
office at 3 Princess Way, Redhill, Surrey RH1 1NP (the "Mortgagor")

Date of creation of the charge

21st December 2001

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

A first priority mortgage dated 21st December, 2001 made by the
Mortgagor in favour of Mortgagee (the "Mortgage")

Amount secured by the mortgage or charge

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

- (a) Clauses 10.4 (*Passing of Property and Title*), Clause 10.5 (*Deemed
Passing of Property and Title*), 12.2.3 (*Negative Pledge*), 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
- (b) the Mortgage.
- ("Secured Obligations")

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 (the "Mortgagee")

Postcode UB11 1BQ

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

Allen & Overy
One New Change
London
EC4N 9QT

BK: 924273.1

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0209
07/01/02

Short particulars of all the property mortgaged or charged

MORTGAGE

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 or the Supplemental Agreement.

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 pursuant to any of the Operative Documents.

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

Particulars as to commission allowance or discount (note 3)

None

Signed Allen & Query Date 04/01/02
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

The defined terms in this Form 395 shall have the following meanings:

"Business Transfer Agreement" means the business transfer agreement dated 28 November 2000 and entered into between the Mortgagee and National Westminster Bank Plc.

"Customer" means The Royal Bank of Scotland plc (whether acting as principal or agent for National Westminster Bank Plc) and National Westminster Bank Plc (registered number 929027) whose registered office is situated at 135 Bishopsgate, London, EC2M 3UR and where the context permits, includes either of them.

"Goods" shall have the meaning attributed to that term in Appendix A of the HP Contract.

"Guarantee" means a guarantee of the obligations of the Mortgagee under the Master HPA and each HP Contract issued to the Mortgagor by Electronic Data Systems Corporation and dated 28 February 2001.

"Guarantor" means Electronic Data Systems Corporation, a Texas Corporation with its office at 5400 Legacy Drive, Plano, Texas 75024, United States of America.

"HP Contract" means the hire purchase contract dated 21st December, 2001 and with Agreement No. RBS Two between the Mortgagor and the Mortgagee, and entered into pursuant to the Master HPA.

"Master HPA" means the master hire purchase agreement dated 28 February 2001 between the Mortgagor and the Mortgagee.

"Operative Documents" means:

- (a) the Relevant Documents;
- (b) the Guarantee; and
- (c) any other document which the Mortgagor and the Mortgagee may specify in writing as an Operative Document.

"Relevant Documents" means:

- (a) the Supply Contract;
- (b) the Master HPA;
- (c) the HP Contract;
- (d) the Security Deed; and
- (e) any other document which the Mortgagor and the Mortgagee may specify in writing as a Relevant Document.

"Security Deed" means the Security Deed dated 28 February 2001 between the Mortgagee and National Westminster Bank plc (No. 929027), London Branch.

"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 on the date hereof and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full.

Please complete
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"Supplemental Agreement" means the supplemental agreement dated 28 February 2001 relating to the Business Transfer Agreement between National Westminster Bank Plc, the Mortgagor and the Mortgagee.

"Supply Contract" means the Clearing Services Agreement dated 28 November 2000 made between the Guarantor, the Customer and the Mortgagee as from time to time amended.

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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 21st DECEMBER 2001 AND CREATED BY CHARTERHOUSE JAPHET FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ELECTRONIC DATA SYSTEMS LIMITED 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 7th JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2002.

Post-San



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES