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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/C 00400107

21 DEC 2001

395

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

[151]

00551334

Name of company

* DRESDNER KLEINWORT WASSERSTEIN LIMITED whose registered office is at 20
Fenchurch Street, London EC3M 3DB (the "Mortgagor")

Date of creation of the charge

19 December 2001

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

A First Priority Mortgage (the "Mortgage") dated 19 December 2001 and
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 of 4 Roundwood Avenue, Stockley Park,
Uxbridge, Middlesex

Postcode UB11 1BQ

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

London-2/1100246/01

Time critical reference

E0808/01695/CLF/GJT

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0206
21/12/01

Short particulars of all the property mortgaged or charged

See Schedules 1 and 3

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this margin

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Cuyford Chance LLP

Date

21 December 2001

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 CF4 3UZ

***Schedules to Form 395 relating to the First Priority Mortgage dated 19 December 2001
made by Dresdner Kleinwort Wasserstein Limited in favour of Electronic Data Systems
Limited***

**SCHEDULE 1
DEFINITIONS**

In this form 395:

"Goods" shall have the meaning attributed to it in the HP Contract.

"Guarantee" means a guarantee of the obligations of the Mortgagee under the Master HPA and the HP Contract issued to the Mortgagor by the Guarantor on 19th October 2000 and each other hire purchase contract entered into pursuant to the Master HPA.

"Guarantor" means Electronic Data Systems Corporation.

"HP Contract" means the hire purchase contract dated 19 December 2001 entitled "Agreement No. 103" between the Mortgagor and the Mortgagee, and entered into pursuant to the Master HPA.

"Master HPA" means the master hire purchase agreement dated 19 October 2000 between the Mortgagor and the Mortgagee.

"Operative Documents" means the Guarantee, the Security Deed, the Master HPA, the Supply Contract, the HP Contract, any other HP contract issued pursuant to the Master HPA and any other document which the Mortgagor and the Mortgagee may specify in writing, each such document as amended from time to time.

"Security Deed" means the security deed dated 19th October 2000 between the Mortgagee and the Mortgagor (formerly known as Kleinwort Benson Limited).

"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 19 December 2001 and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full.

"Supply Contract" means the information technology PFI agreement dated 29 February 2000 made between The Secretary of State for the Home Department and the Mortgagee.

SCHEDULE 2

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*), 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,

(together the "**Secured Obligations**").

SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

MORTGAGE

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 pursuant to any of the Operative Documents.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00551334

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST PRIORITY MORTGAGE DATED THE 19th DECEMBER 2001 AND CREATED BY DRESDNER KLEINWORT WASSERSTEIN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ELECTRONIC DATA SYSTEMS LIMITED PURSUANT TO AND/OR UNDER CLAUSES 10.4, 10.5, 14.2 AND 15.1 OF THE MASTER HPA DATED 19 OCTOBER 2000 (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2001.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —