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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.

6085
2420
143477

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company



Company number

04296958

* Andromeda Telematics Holdings Limited (the "Company")

Date of creation of the charge

12th November 2001

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

Appendix A

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

The United Bank of Kuwait plc
7 Baker Street
London
(the "Chargee")

Postcode W1U 8EG

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

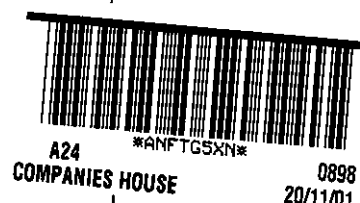
Dickson Minto W.S.
Royal London House
22/25 Finsbury Square
London
EC2A 1DX

Ref: and2.1dd

Time critical reference

For official Use
Mortgage Section

Post room



Appendix B

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)

N/A

Signed



Date

19/11/01

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

COMPANIES FORM 395

COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX A

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Chargee on any account whatsoever including without limitation under any of the Financing Documents together with:

- (i) all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights against any Obligor;
- (ii) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities;
- (iii) any further advances and additional facilities which may be made by the Chargee to any Obligor and all interest, fees and costs in connection therewith;
- (iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities;
- (v) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and
- (vi) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

(together the "Secured Liabilities").

Capitalised terms are defined in Appendix C attached hereto.



COMPANIES FORM 395

COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX B

Short particulars of all the property mortgaged or charged

The Company with full title guarantee has charged with the payment and discharge to the Chargee of all the Secured Liabilities:

1. All of the Company's freehold and leasehold property both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
2. All plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment;
3. Any of the Shares owned by the Company;
4. All other shares and stock in the capital of any company which as at the date hereof or at any time hereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto;
5. The benefit of all present and future licences (statutory or otherwise) held in connection with the Company's business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to the Company in respect thereof;
6. All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Company;
7. The Company's goodwill and the uncalled capital both present and future;
8. The book debts due or owing to the Company both present and future;
9. All benefits in respect of all contracts and policies of insurance which are from time to time taken out by or (to the extent of such interest) in which the Company has an interest including, in the case of the Company, the Key Man Policies;
10. The Company's stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash both present and future; and

11. The Company's undertaking and all of its other property and assets both present and future.

The Company in security for the payment and discharge of all the Secured Liabilities has assigned and agrees to assign to the Chargee with full title guarantee all of its right, title and interest, present and future, in and to the Key Man Policies.

Capitalised terms are defined in Appendix C attached hereto.

A handwritten signature in black ink, appearing to be 'MOS' or similar, located below the text 'Capitalised terms are defined in Appendix C attached hereto.'

COMPANIES FORM 395

COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX C

The terms and expressions used in this Companies Form 395 have the meanings as set out below:-

"Facility Letters" means the term loan facility letter and the revolving credit and guarantee facility letter, both dated 12th November 2001;

"Financing Documents" means the Composite Guarantee and Debenture, the Facility Letters, the Security Documents and any other agreement, deed, document or letter setting out the terms of or constituting any indebtedness of any member of the Group to the Chargee together with any documents ancillary and relating to all or any of them;

"Group" means the Company, the Subsidiary and their subsidiary undertakings from time to time and **"member of the Group"** will be construed accordingly;

"Key Man Policies" means the two policies for £500,000 and £250,000 respectively owned by the Company in respect of the lives of Christopher Glasow and Darren Burfield;

"Obligor" means any person which is or has been a member of the Group and which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Chargee for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Security Documents" has the meaning ascribed to it in the Facility Letters;

"Shares" means all shares and stock in the capital of any company together with all rights including dividends and other distributions, arising in relation thereto which as at 12th November 2001 or at any time thereafter is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights arising in relation thereto;

"Subsidiary" means Andromeda Telematics Limited (registered number 03275671) and whose registered office is at 7 Leybourne Avenue, Byfleet, West Byfleet, Surrey KT14 7HB.



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04296958

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 12th NOVEMBER 2001 AND CREATED BY ANDROMEDA TELEMATICS HOLDINGS LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY) OF EACH OBLIGOR TO THE UNITED BANK OF KUWAIT PLC ON ANY ACCOUNT WHATSOEVER INCLUDING WITHOUT LIMITATION UNDER ANY OF THE FINANCING DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2001.

A handwritten signature in black ink, appearing to be 'P. H. H.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES