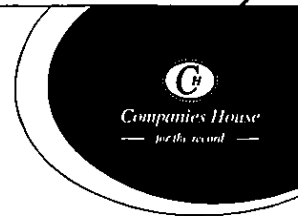


# MG01

## Particulars of a mortgage or charge



A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is for**  
You cannot use this form to register  
particulars of a charge on a  
company. To do this, use  
form MG01s

MONDAY



LD4 \*LKW47MEC\* 195  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<small>For official use</small>
Company number	0366090	<b>Filing in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	Trafficmaster Telematics Services Limited (the "Chargor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	04/08/2010	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Guarantee and Debenture dated 4 August, 2010 between, amongst others, the Chargor and Wells Fargo Capital Finance, LLC (the "Agent") (the "Debenture")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	Please refer to Part A of the attached continuation sheets for amount secured  Please refer to Part B of the attached continuation sheets for definitions	<b>Continuation page</b> Please use a continuation page if you need to enter more details.

MG01

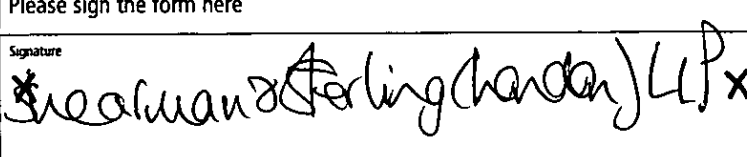
Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Wells Fargo Capital Finance, LLC (as Agent)	
Address	2450 Colorado Avenue, Suite 3000, Santa Monica, California 90404	
Postcode	<input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/>	

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Please refer to Part C of the attached continuation sheets</p> <p>Part D of the attached continuation sheets contains covenants and restrictions on the Chargor</p> <p>Please refer to Part B of the attached continuation sheets for definitions</p>	

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature   </p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Nicola Liddle-Peters

Company name Shearman & Sterling LLP

Address Broadgate West

9 Appold Street

Post town

County/Region London

Postcode E C 2 A 2 A P

Country

DX

Telephone 0207 655 5016



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

#### PART A

The liabilities of the Loan Parties to the Finance Parties under or pursuant to the Loan Documents and all Obligations of each Borrower including reasonable legal fees and expenses and any interest, fees or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding but excluding in each case any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of Chapter 2 of Part 18 (Financial assistance for purchase of own shares) of the Companies Act 2006 (the "Secured Obligations")

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>PART B</b></p> <p style="text-align: center;"><b>Definitions</b></p> <p>Unless otherwise expressly defined in this form MG01, words and expressions used in this form MG01 have the same meaning as in the Debenture and, in addition, in this form MG01</p> <p>"<b>Account</b>" means each account of the Chargor set out in Schedule 7 (<i>Accounts</i>) to the Debenture</p> <p>"<b>Assigned Agreements</b>" means the Material Contracts except any Derivative Contract</p> <p>"<b>Authorisation</b>" means an authorisation, consent (including an environmental consent required by any environmental law), approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>"<b>Bank Product Provider</b>" means the Wells Fargo Bank, National Association or its affiliates, Silicon Valley Bank or its affiliates or any other Lender or its affiliates, provided that none of (i) Silicon Valley Bank or any of its affiliates or (ii) such other Lender or any of its affiliates shall constitute a Bank Product Provider unless the Agent shall have received a Bank Product Provider letter agreement from Silicon Valley Bank or such other Lender in form and substance reasonably satisfactory to the Agent (as each term not defined in this form MG01 is referred to and defined in the Facility Agreement)</p> <p>"<b>Book Debts</b>" means all the book debts of the Chargor arising in the ordinary course of trading</p> <p>"<b>Borrower</b>" means Vector Capital Limited and each person from time to time a party to the Facility Agreement as a borrower (as such term is defined in the Facility Agreement)</p> <p>"<b>Collateral Assets</b>" means all the assets of the Chargor which are the subject of any Security created or to be created by the Debenture</p> <p>"<b>Default Rate</b>" means the rate of interest specified in, and calculated in accordance with, Section 2 6(c) (<i>Default Rate</i>) of the Facility Agreement</p> <p>"<b>Derivative Contract</b>" means</p> <ul style="list-style-type: none"> <li>(a) any Hedge Agreement, and</li> <li>(b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price</li> </ul> <p>"<b>Distribution Rights</b>" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them</p> <p>"<b>Equipment</b>" means the Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>"<b>Event of Default</b>" has the meaning specified therefor in Section 8 of the Facility Agreement</p> <p>"<b>Facility Agreement</b>" means the facility agreement dated as of 2 June 2010 between, among others, (1) the Vector Capital Limited (as Parent and a Borrower) (2) Wells Fargo Capital Finance, LLC and Silicon Valley Bank (as Co-Lead Arrangers) and (3) Wells Fargo Capital Finance, LLC (as Agent), as amended, amended and restated, supplemented or otherwise modified from time to time (as each such term not defined in this form MG01 is referred to and defined in the Facility Agreement)</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Finance Party" means**

- (a) any Bank Product Provider,
- (b) any Hedge Provider,
- (c) the Agent, and
- (d) each member of the Lender Group (under and as defined in the Facility Agreement)

**"Guarantors"** means (a) each subsidiary of Vector Capital Limited (as Parent) (other than any Borrower and other than any subsidiary that is not required to become a Guarantor pursuant to Section 5.11 of the Facility Agreement), (b) Vector Capital Limited (as Parent) and (c) each other person that becomes a guarantor after the date the \$20,000,000 term loan is made, pursuant to Section 5.11 of the Facility Agreement, and **"Guarantor"** means any one of them (as each term not defined in this form MG01 is referred to and defined in the Facility Agreement)

**"Hedge Agreement"** means a "swap agreement" as that term is defined in Section 101(53B)(A) of title 11 of the United States Code (the Bankruptcy Code) (as such term is defined in the Facility Agreement)

**"Hedge Provider"** means Wells Fargo Bank, National Association or its affiliates, Silicon Valley Bank or its affiliates or any other Lender or its affiliates, provided that none of (i) Silicon Valley Bank or any of its affiliates nor (ii) any such other Lender or any of its affiliates shall constitute a Hedge Provider unless the Agent shall have received a Hedge Provider letter agreement from Silicon Valley Bank or such other Lender in form and substance reasonably satisfactory to the Agent (as each term not defined in this form MG01 is referred to and defined in the Facility Agreement)

**"Insolvency Proceeding"** means any proceeding commenced by or against any person under any provision of title 11 of the United States Code, as in effect from time to time or under any other state or federal or United Kingdom bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, dissolution, administration, liquidation, winding-up arrangement, or other similar relief or any analogous procedure is taken in any jurisdiction (as such term is defined in the Facility Agreement)

**"Insurance"** means each contract or policy of insurance to which the Chargor is a party or in which the Chargor has an interest

**"Intellectual Property Rights" means**

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

**"Investments"** means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Financial

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements)</p> <p><b>"IPR Related Property"</b> means</p> <ul style="list-style-type: none"> <li>(a) all Specified Intellectual Property,</li> <li>(b) all Specified Intellectual Property Applications,</li> <li>(c) any goodwill of the Chargor's business to which any Specified Intellectual Property or Specified Intellectual Property Application relates, and</li> <li>(d) any other right which may arise from, relate to, or be associated with any Specified Intellectual Property or Specified Intellectual Property Application or, in either case, its use in the Chargor's business</li> </ul> <p><b>"Land"</b> has the same meaning as it has in section 205(1) of the Law of Property Act 1925</p> <p><b>"Loan Documents"</b> means the Facility Agreement, the Bank Product Agreements, the Controlled Account Agreements, the Control Agreements, the Copyright Security Agreement, any Credit Amount Certificate, the Fee Letter, the Guaranty, the Sponsor Guaranty, the Intercompany Subordination Agreement, the Letters of Credit, the Mortgages, the Patent Security Agreement, the Source Code Escrow Agreement, the Security Agreement, the Trademark Security Agreement, any note or notes executed by Borrowers in connection with the Facility Agreement and payable to any member of the Lender Group, any letter of credit application entered into by Borrowers in connection with the Facility Agreement, and any other agreement entered into, at the date of the Facility Agreement or in the future, by Vector Capital Limited (as Parent) or any of its subsidiaries and any member of the Lender Group in connection with the Facility Agreement (as each term not defined in this form MG01 is referred to and defined in the Facility Agreement)</p> <p><b>"Loan Party"</b> means any Borrower or any Guarantor (as such term is defined in the Facility Agreement)</p> <p><b>"Material Contracts"</b> means (i) for any Account Debtor for which the aggregate amount of total revenue for the immediately preceding four fiscal quarter period for which total revenue information is available attributable to such Account Debtor as of the most recent measurement date is equal to or greater than 10% of the aggregate amount of total revenue of Vector Capital Limited and its subsidiaries for the immediately preceding four fiscal quarter period for which total revenue information is available, (ii) any contract or agreement entered into between Vector Capital Limited or any of its subsidiaries, on the one hand, and any other person, on the other hand, the loss of which could reasonably be expected to result in a loss of 10% of the total revenues of Vector Capital Limited and its subsidiaries for the immediately succeeding four fiscal quarter period, (iii) the agreements described on Schedule 4.19 to the Facility Agreement, (iv) each material contract or agreement in respect of any Indebtedness of Vector Capital Limited or any of its subsidiaries the loss of which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change and (v) the Management Agreement, provided that, for purposes of calculating the total aggregate revenues of Vector Capital Limited and its subsidiaries on a consolidated basis pursuant to clause (ii) above, such calculation shall be made by giving pro forma effect to any revenues attributable to any Acquisition (or the assets acquired pursuant to such Acquisition) that was consummated during the applicable four fiscal quarter period or the fiscal quarter immediately following the applicable four fiscal quarter period, as if such Acquisition had been consummated on the first day of such period (as each term not defined in this form MG01 is referred to and defined in the Facility Agreement)</p> <p><b>"Non Trading Debts"</b> means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in Clauses 4.7 (<i>Accounts held with the Finance Parties</i>) and 4.14 (<i>Accounts held with third parties</i>) of the Debenture</p>	



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Obligations"</b> means (a) all loans (including the Term Loan and the Advances (inclusive of Protective Advances and Swing Loans)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Reimbursement Undertakings or with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to the Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, covenants, and duties of any kind and description owing by any Loan Party pursuant to or evidenced by the Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, existing at the date of the Facility Agreement or in the future arising, and including all interest not paid when due and all other expenses or other amounts that Borrowers are required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, (b) all debts, liabilities, or obligations (including reimbursement obligations, irrespective of whether contingent) owing by Borrower or any other Loan Party to an Underlying Issuer at the date of the Facility Agreement or in the future arising from or in respect of Underlying Letters of Credit, and (c) all Bank Product Obligations (as each term not defined in this form MG01 is referred to and defined in the Facility Agreement)</p> <p><b>"Permitted Dispositions"</b> means the disposition of assets of the type listed in the Facility Agreement</p> <p><b>"Permitted Liens"</b> means the liens of the type listed in the Facility Agreement</p> <p><b>"Receiver"</b> means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p> <p><b>"Security Period"</b> means the period starting on the date of the Debenture and ending on the date on which the Agent is satisfied that all of the Secured Obligations are irrevocably discharged in full and no Finance Party has any commitment or liability, whether at the date of the Debenture or in the future, actual or contingent, in relation to the credit facilities provided under the Facility Agreement in relation to any Loan Party</p> <p><b>"Shares"</b> means all shares held by the Chargor in its Subsidiaries including, but not limited to, the Shares specified in Schedule 3 (<i>Shares</i>) to the Debenture but excluding any shares in Dormant Subsidiaries (as defined in the Facility Agreement) or the EUROWATCHCENTRAL (Norway) AS (registered in Norway with company registration number 979 964 501)</p> <p><b>"Specified Intellectual Property"</b> means each of the registered Intellectual Property Rights (if any) specified in Part 1 (<i>Specified Intellectual Property – Trademarks</i>) and Part 3 (<i>Specified Intellectual Property – Patents</i>) of Schedule 9 (<i>Specified Intellectual Property</i>) to the Debenture</p> <p><b>"Specified Intellectual Property Application"</b> means each application for registration of Intellectual Property Rights (if any) specified in Part 2 (<i>Specified Intellectual Property – Trademark Applications</i>) and Part 3 (<i>Specified Intellectual Property – Patents</i>) of Schedule 9 (<i>Specified Intellectual Property</i>) to the Debenture</p> <p><b>"Subsidiary"</b> means</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	<p data-bbox="327 300 1007 333">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="411 360 1423 510">(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,</p> <p data-bbox="327 539 1409 600">but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>PART C</b></p> <p style="text-align: center;"><b>Short particulars of all property mortgaged or charged</b></p> <p>1 Pursuant to Clause 3 1 (<i>Guarantee and Indemnity</i>) of the Debenture, the Chargor irrevocably and unconditionally, jointly and severally with the other chargors under the Debenture</p> <p>(a) guarantees to the Agent and each other Finance Party the due and punctual payment, observance and performance of the Secured Obligations owing by each other Loan Party when and as the same shall become due,</p> <p>(b) undertakes to the Agent and each other Finance Party that when another Loan Party does not pay or perform any of the Secured Obligations, it will on demand from the Agent immediately make good the default and pay all sums which may be payable as if it were the principal debtor together with any interest which is payable at the Default Rate (both before and after judgement) from the date those amounts become due until the date they are irrevocably paid in full,</p> <p>(c) agrees as a primary and independent obligation to indemnify the Agent and each other Finance Party on demand by the Agent from and against any loss or liability incurred by the Agent and each other Finance Party or any of them in connection with the non-payment or non-performance of any of the Secured Obligations owing by any other Loan Party or as a result of any of the Secured Obligations or any of the Loan Documents being or becoming void, voidable, unenforceable or ineffective as against any other Loan Party for any reason whatsoever, whether or not known to the Agent or any other Finance Party or any of them or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such Loan Party. The amount payable under this indemnity will not exceed the amount payable under Clause 3 (<i>Guarantee and Indemnity</i>) of the Debenture if the amount claimed had been recoverable on the basis of a guarantee</p> <p>2 Pursuant to Clause 3 2 (<i>Guarantee and Indemnity</i>) of the Debenture, each sum appropriated by the Agent in accordance with the Loan Documents towards payment of accrued default interest on any Secured Obligations which have not been paid on their due date under any obligation under the Loan Documents which constitutes a Secured Obligation shall to the extent of that appropriation discharge the Chargor's obligation to pay such interest under Clause 3 1(b) (<i>Guarantee and Indemnity</i>) of the Debenture</p> <p>3 Pursuant to Clause 4 1 (<i>Land</i>) of the Debenture, subject to Clause 4 18 (<i>Trust</i>) of the Debenture, the Chargor charges</p> <p>(a) by way of legal mortgage its interest in any Land referred to opposite its name in Schedule 2 (<i>Land charged by way of legal mortgage</i>) of the Debenture, and</p> <p>(b) by way of fixed charge any right, title or interest which it has at the date of the Debenture or may subsequently acquire to or in any other Land not mortgaged pursuant to Clause 4 1(a) (<i>Land</i>) of the Debenture</p> <p>4 Pursuant to Clause 4 2 (<i>Shares</i>) of the Debenture, the Chargor mortgages or (if or to the extent that the Debenture does not take effect as a mortgage) charges by way of fixed charge</p> <p>(a) all its Shares, and</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	(b) all Distribution Rights relating to such Shares	
5	Pursuant to Clause 4 3 ( <i>Investments</i> ) of the Debenture, the Chargor mortgages or (if and to the extent that the Debenture does not take effect as a mortgage) charges by way of fixed charge	
	(a) all its Investments, and	
	(b) all Distribution Rights relating to such Investments,  including those held for it by any nominee	
6	Pursuant to Clause 4 4 ( <i>Equipment</i> ) of the Debenture, the Chargor charges by way of fixed charge all its Equipment in so far as it is not charged by way of legal mortgage under Clause 4 1 ( <i>Land</i> ) of the Debenture	
7	Pursuant to Clause 4 5 ( <i>Book Debts</i> ) of the Debenture, the Chargor charges by way of fixed charge	
	(a) all its Book Debts, and	
	(b) all benefits, rights and Security held in respect of, or to secure the payment of, such Book Debts	
8	Pursuant to Clause 4 6 ( <i>Non Trading Debts</i> ) of the Debenture, the Chargor charges by way of fixed charge	
	(a) all its Non Trading Debts, and	
	(b) all benefits, rights and Security held in respect of, or to secure the payment of, such Non Trading Debts	
9	Pursuant to Clause 4 7 ( <i>Accounts held with the Finance Parties</i> ) of the Debenture, the Chargor charges by way of fixed charge all amounts standing to the credit of	
	(a) each of its Accounts held with any Finance Party, and	
	(b) any other account held with a Finance Party in its name or to which it is beneficially entitled	
10	Pursuant to Clause 4 8 ( <i>Intellectual Property Rights</i> ) of the Debenture, the Chargor charges by way of fixed charge all Intellectual Property Rights owned by it, including	
	(a) any IPR Related Property which belongs to it now or at any time during the Security Period, and	
	(b) all fees, royalties and other rights of every kind to which it is entitled deriving from such IPR Related Property	
11	Pursuant to Clause 4 9 ( <i>Goodwill</i> ) of the Debenture, the Chargor charges by way of fixed charge its goodwill	
12	Pursuant to Clause 4 10 ( <i>Uncalled capital</i> ) of the Debenture, the Chargor charges by way of fixed charge its uncalled capital	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	13	Pursuant to Clause 4 11 ( <i>Authorisations</i> ) of the Debenture, the Chargor charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Collateral Asset
	14	Pursuant to Clause 4 12 ( <i>Derivative Contracts</i> ) of the Debenture, the Chargor charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract to which it is a party
	15	Pursuant to Clause 4 13 1 ( <i>Assigned Agreements</i> ) of the Debenture, subject to Clause 4 16 ( <i>Contractual rights</i> ) of the Debenture, the Chargor assigns absolutely all its rights and interests under the Assigned Agreements to which it is party
	16	Pursuant to Clause 4 14 ( <i>Accounts held with third parties</i> ) of the Debenture, the Chargor assigns absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than any Finance Party, in its name or to which it is beneficially entitled
	17	Pursuant to Clause 4 15 1 ( <i>Insurances</i> ) of the Debenture, the Chargor assigns absolutely all its rights and interests in the Insurances to which it is a party or in which it has an interest
	18	<p>Pursuant to Clause 4 16 (<i>Contractual rights</i>) of the Debenture, the Chargor charges by way of fixed charge all its rights under any agreement to which it is a party other than</p> <p>(a) the Assigned Agreements which are effectively assigned by Clause 4 13 (<i>Assigned Agreements</i>) of the Debenture, and</p> <p>(b) the Derivative Contracts to which it is a party,</p> <p>provided that Clause 4 16 (<i>Contractual rights</i>) of the Debenture, shall operate as a fixed charge of the received proceeds of an Assigned Agreement or any other agreement expressed to be assigned or charged under Clause 4 (<i>Creation of Security</i>) of the Debenture if any such agreement is not capable of being so assigned or charged (as applicable)</p>
	19	Pursuant to Clause 4 17 ( <i>Other assets</i> ) of the Debenture, the Chargor charges by way of floating charge all its business, undertaking and assets both at the date of the Debenture and in the future which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 4 ( <i>Creation of Security</i> ) of the Debenture
	20	Pursuant to Clause 4 18 1 ( <i>Trust</i> ) of the Debenture, and subject to Clause 4 18 2 ( <i>Trust</i> ) of the Debenture, if or to the extent that for any reason the assignment, mortgaging or charging of any Collateral Asset is prohibited, the Chargor holds it on trust for the Agent but only for the purposes described in the Debenture (save in the case of leasehold property where the relevant lease expressly prohibits the tenant from holding the property on trust)
	21	Pursuant to Clause 4 18 4 ( <i>Trust</i> ) of the Debenture, on the waiver or consent being obtained, or the condition being satisfied, the Collateral Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 4 ( <i>Trust</i> ) of the Debenture and, in relation to that Collateral Asset, the trust referred to in Clause 4 18 1 ( <i>Trust</i> ) of the Debenture shall terminate
	22	Pursuant to Clause 4 18 5 ( <i>Trust</i> ) of the Debenture, the Chargor shall hold on trust for the Agent all moneys received by virtue of the Insurances to which it is a party or in which it has an interest and, at the option of the Agent, the Chargor shall, subject to the terms of the Facility Agreement, apply those moneys

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) in replacing or reinstating the assets destroyed, damaged or lost to their previous state and condition (any deficiency being made good by the Chargor), or</p> <p>(b) (except in the case of leasehold premises or where expressly prohibited by the relevant policy of insurance) at any time whilst an Event of Default has occurred and is continuing, in reduction of the Secured Obligations</p> <p>23 Pursuant to Clause 7 1 (<i>Conversion on notice</i>) of the Debenture, subject to Clause 7 2 (<i>Limitation</i>), of the Debenture, the Agent may by notice to the Chargor at any time during the Security Period convert the floating charge created by the Chargor under the Debenture into a fixed charge in respect of any Collateral Asset specified in that notice if</p> <p>(a) an Event of Default is continuing, or</p> <p>(b) proceedings are commenced with a view to attaching, charging, taking possession of or selling the Collateral Assets under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy</p> <p>24 Pursuant to Clause 7 3 (<i>Automatic conversion</i>) of the Debenture, subject to Clause 7 2 (<i>Limitation</i>) of the Debenture, the floating charge created by the Chargor under the Debenture will convert automatically into fixed charges over such Collateral Assets</p> <p>(a) if the Agent receives notice of an intention to appoint an administrator of the Chargor,</p> <p>(b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,</p> <p>(c) if the Chargor creates or attempts to create any Security over all or any of the Collateral Assets, other than Permitted Liens,</p> <p>(d) on the crystallisation of any other floating charge over the Collateral Assets,</p> <p>(e) if any person seizes, attaches, charges, takes possession of or sells any Collateral Asset under any form of distress, sequestration, execution or other process, or attempts to do so, and</p> <p>(f) in any other circumstances prescribed by law</p>	

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### PART D

#### Covenants and Restrictions

- 1 Pursuant to Clause 2 (*Covenant to Pay*) of the Debenture the Chargor covenants with the Agent (on its own behalf and on behalf of the other Finance Parties) that it will on demand pay and discharge the Secured Obligations when due
- 2 Pursuant to Clause 10 (*Negative Covenants*) of the Debenture, the covenants in Clause 10 (*Negative Covenants*) of the Debenture remain in force from the date of the Debenture until the expiry of the Security Period and, if there is any inconsistency between the provisions of Clause 10 (*Negative Covenants*) of the Debenture and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail
- 3 Pursuant to Clause 10.1.1 (*Disposals*) of the Debenture, the Chargor shall not, without the prior written consent of the Agent, enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, license, loan, or otherwise dispose of any of its Collateral Assets, or enter into an agreement to make any such disposal  
  
Pursuant to Clause 10.1.2 (*Disposals*) of the Debenture, the restrictions in Clause 10.1.1 (*Disposals*) of the Debenture, do not apply to
  - (a) Permitted Dispositions, or
  - (b) to a disposal of any Collateral Asset which at the time of that disposal is expressed to be subject to the floating charge created by the Debenture
- 4 Pursuant to Clause 10.2 (*Negative pledge*) of the Debenture, the Chargor shall not, without the prior written consent of the Agent, create or permit to subsist any Security over any of its Collateral Assets except for Permitted Liens
- 5 Pursuant to Clause 10.3 (*Preservation of the Collateral Assets*) of the Debenture, the Chargor shall not, without the prior written consent of the Agent (in each case such consent not to be unreasonably withheld or delayed)
  - (a) enter into any onerous obligation or restriction affecting any of its Collateral Assets, or
  - (b) in relation to any of its Land forming part of the Collateral Assets
    - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it,
    - (ii) exercise any of the powers conferred by sections 99 and 100 of the Law of Property Act 1925 of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases,
    - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest under which it is tenant,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iv) agree any rent review with an occupational tenant (other than to a reviewed rent which is equal to, or greater than, that payable by the relevant tenant immediately prior to the review),</p> <p>(v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990 save in the ordinary course of business where such works do not adversely affect the value of such Land,</p> <p>(vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Agent for its reasonable costs of lodging (aa) a caution against first registration of the title to that Land or (bb) if that Land is unregistered, a land charge),</p> <p>(vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title, or</p> <p>(c) in relation to any uncalled capital of the Chargor, call it up or receive it in advance of calls unless the Agent otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Obligations or as the Agent otherwise directs, or</p> <p>(d) take any Security in connection with its liability under the Debenture from any guarantor of, or provider of Security for, any of the Secured Obligations</p> <p>6 Pursuant to Clause 10 4 (<i>Assigned Agreements, Derivative Contracts and Insurances</i>) of the Debenture, the Chargor shall not, without the prior written consent of the Agent</p> <p>(a) make or agree to make any material amendments to,</p> <p>(b) waive any of its material rights under, or</p> <p>(c) exercise any right to terminate,</p> <p>any of the Assigned Agreements, Derivative Contracts or the Insurances</p> <p>7 Pursuant to Clause 10 5 (<i>Specified Intellectual Property</i>) of the Debenture, the Chargor shall not</p> <p>(a) permit any of its Specified Intellectual Property to lapse for non-payment of any renewal or other fee necessary to maintain its registration or allow any thing to be done or left undone the effect of which will, or may be to, imperil or prejudice any of its Specified Intellectual Property, its registration, subsistence, validity, reputation or integrity,</p> <p>(b) permit any of its Specified Intellectual Property to fall into disuse or to be used in such a way that it is put at risk by becoming generic,</p> <p>(c) without the prior written consent of the Agent, assign, licence, sub-licence, dispose of or otherwise part with control of any of its Specified Intellectual Property or Specified Intellectual Property Applications,</p>	



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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
		<p>(d) fail to take any steps reasonably necessary to ensure so far as possible that any of its Specified Intellectual Property Applications are accepted for registration by the relevant registry, or</p> <p>(e) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Agent of any of its IPR Related Property and/or the Security over any of its IPR Related Property created by Clause 4.8 (<i>Intellectual Property Rights</i>) of the Debenture</p>



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3666090  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 4 AUGUST 2010 AND CREATED BY TRAFFICMASTER  
TELEMATICS SERVICES LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE LOAN PARTIES AND  
EACH BORROWER TO THE FINANCE PARTIES ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES