

M

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

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black type, or  
ed block lettering

Insert full name  
of company

To the Registrar of Companies

For official use

Company number

1111

1752362

Name of company

\* SCI Development Limited  
("the Company")

Date of creation of the charge

3rd August 1995

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

Amended and Restated Assignment of Intercompany Loans ("the Agreement")

Amount secured by the mortgage or charge

See Rider 1.

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

Citibank N.A., c/o Citicorp North America, Inc., 400 Perimeter Center  
Terrace, Suite 600, Atlanta, Georgia 30346 USA (as agent in terms of  
the Credit Agreement - as hereinafter defined)  
("the Security Holder")

Postcode

ED AND SUPPLIED BY

ordans

HAN & BONE LIMITED  
LAN HOUSE  
SWANCK PLACE  
ON N1 6EE  
PHONE 01 253 3030  
X 261010



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

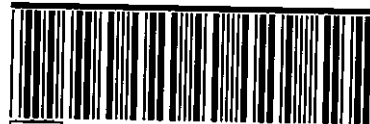
MACQUE MURRAY & SPENCER  
SOLICITORS  
3 GLENFARAS STREET  
EDINBURGH  
EH3 6AN

JMS/RJL/105,417-8

Time critical reference

For official Use  
Mortgage Section

Post room



A04 \*AHDW5DYG\* 201  
COMPANIES HOUSE 15/08/95

Short particulars of all the property mortgaged or charged

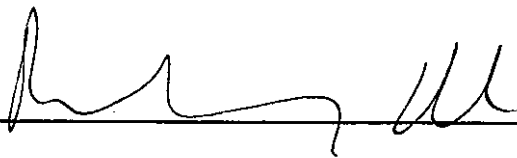
See Rider 2.

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)

None

Signed  Date 14/8/95

On behalf of [company] mortgaged/charged

† delete as  
appropriate

## Notes

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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.

A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Rider 1

All Obligations (as defined in the Amended and Restated Credit Agreement ("the Credit Agreement") between SCI Systems, Inc., Citibank, N.A. and others dated as of 3rd August 1995) whether for principal, premium or interest (including, without limitation, interest which, but for the filing, of a petition in bankruptcy with respect to SCI Systems, Inc. would accrue on such obligations).

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Rider 2

- (a) a present and continuing security interest in the Intercompany Loans (as defined in the Credit Agreement) (hereinafter referred to as "Intercompany Loans") (other than intercompany loans made by a Foreign Subsidiary (as defined in the Credit Agreement) (hereinafter "Foreign Subsidiary") to or for the benefit of another Foreign Subsidiary) and all instruments evidencing any Intercompany Loans (other than any such instrument issued by a Foreign Subsidiary and payable to the order of among others, another Foreign Subsidiary) and all renewals and extensions thereof, accessions thereto and substitutions therefor, owned or held by the Company on the date of the Agreement or owned or held by the Company at any time after the date of the Agreement; and
- (b) to the maximum extent permitted by applicable law, a present and continuing security interest in all Proceeds of the foregoing. Proceeds shall have the meaning assigned to that term under the Uniform Commercial Code as in effect in the State of New York or under other relevant law and, in any event, shall include but not be limited to any and all (i) proceeds of any insurance (except payments made to one not a party to the Agreement), indemnity, warranty or guaranty payable to the Security Holder or to the Company from time to time with respect to any of the Assigned Collateral (as defined in the Agreement) (hereinafter "the Assigned Collateral"), (ii) instruments representing obligations to pay amounts in respect of Assigned Collateral and (iii) other amounts from time to time paid or payable under or in connection with any of the Assigned Collateral.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01752362

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AMENDED AND RESTATED ASSIGNMENT OF INTERCOMPANY LOANS ("THE AGREEMENT") DATED THE 3rd AUGUST 1995 AND CREATED BY SCI DEVELOPMENT LIMITED FOR SECURING ALL OBLIGATIONS (AS DEFINED IN THE CREDIT AGREEMENT) WHETHER FOR PRINCIPAL, PREMIUM OR INTEREST DUE FROM THE COMPANY TO CITIBANK N.A., (AS AGENT IN TERMS OF THE CREDIT AGREEMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th AUGUST 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 1995.

  
P. JONES

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

SA  
7/8/95