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\* 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

[151]

2087867

Name of company

\* Future Electronics Limited (the "Company")

Date of creation of the charge

31 January 2000

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

The Security Deed made between Future Electronics Limited as Chargor and Canadian Imperial Bank of Commerce as Security Agent on its own behalf and as agent and Security Agent (the "Deed").

Amount secured by the mortgage or charge

1. All monies, obligations and liabilities of any kind now or at any time in the future due, owing, incurred or payable (whether actually or contingently and in whatever currency and whether solely or jointly and in whatever name, style or form and whether as principal debtor or as surety) by any of the Borrowers and/or the Company under or pursuant to (a) the Loan Agreement, or (b) any other Loan Document to which any of the Borrowers and/or the Company are a party, in each case whether on account of principal, interest fees, expenses, indemnity payment, losses, damages or otherwise and all other monies agreed to be paid under the terms of the Deed.

2. Clause 11.1 of the Deed provides that the Company will indemnify the Security Agent and the other Finance Parties and any Receiver (and any attorney, delegate or other person appointed under this Deed by either of them) from and against all claims, actions, losses, liabilities, (see Continuation Sheet 1, page 2)

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

Canadian Imperial Bank of Commerce (the "Security Agent")  
Commerce Court West, 7th Floor  
Toronto, Ontario

Postcode M5L 1A2

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

Baker & McKenzie  
100 New Bridge Street  
London  
EC4V 6JA

For official Use  
Mortgage Section

Post room



Time critical reference  
CBH/BKL/IXD 976258

Clause 2 of the Deed provides:

2.1 Grant of Charge. The Company with full title guarantee and without the benefit of section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 charges and agrees to charge to the Security Agent:

(a) Receivables: by way of first fixed charge and assigns absolutely by way of mortgage the Receivables;

(b) Receivables Account: by way of first floating charge the Receivables Account and any collected Receivables which have been paid into the Receivables Account and released from the fixed charge in Clause 2.1(a) pursuant to Clause 5.3(d) of the Deed;

(c) Property-in-Stock: by way of first floating charge the Property in-Stock (and to the extent that it comprises copyrights and patents, by way of mortgage);

as continuing security for the due and punctual payment and discharge of the Secured Indebtedness and the due and punctual observance and performance by the Borrowers and the Company of all other (see Continuation Sheet 1, page 4)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Baker & McKenzie*

Date

*15 February 2000*

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

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

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bold block lettering

Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

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inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

damages, costs and expenses incurred by it or them as a result of or arising out of or in connection with:

(a) Charged Assets: the Charged Assets or the use or possession thereof by any person; or

(b) Powers: the execution or purported execution of any powers, authorities and discretions conferred on it pursuant to the Deed or in respect of any matter or thing done or omitted in relation to the Charged Assets (unless directly resulting from the gross negligence or wilful default of the indemnified person).

In the Deed, the following terms have the following meanings:

"Amendment No. 1" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Amendment No. 2" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Amendment No. 3" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Borrower" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Canadian Swing Line Lender" means Royal Bank of Canada.

"Charged Assets" means all of the property, assets and undertaking of the Company, present and future, expressed to be assigned or charged to the Security Agent by or pursuant to this Deed.

"Co-Administrative Agent" means collectively (i) BankBoston N.A. and (ii) Canadian Imperial Bank of Commerce.

"Collateral Agents" means Canadian Imperial Bank of Commerce.

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to pay or discharge a Receivable.

"Familco" means Familco Holdings, Inc.

"Familco Guaranty" means the Limited Recourse Guaranty dated as of the date hereof and executed and delivered by Familco in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"FESC" means Future Electronics Sales Corp.

"FESC" Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by FESC in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Finance Parties" means the Security Agent, each Lender from time to time, the Collateral Agents and the Co-Administrative Agents.

"Future Active" means Active Electronics Sales Corp.

(See Continuation Sheet 2, page 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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obligations of the Borrowers and/or the Company contained in the Security Documents to which it is a party.

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2.2 Floating Charge. If and insofar as any of the charges created pursuant to Clause 2.1(a) (Charge) of the Deed shall be ineffective as a fixed charge for any reason, then charge shall take effect as a first floating charge. In such a case the Security Agent may at any time by written notice to the Company convert that floating charge into a fixed charge as regards any assets specified in the notice.

2.3 Demands: demands may be made under the Deed from time to time and may be enforced irrespective of whether any steps or proceedings are or will be taken against the Company or any other person to recover the indebtedness claimed under the Deed.

2.4 Crystallisation by Notice. The Security Agent may at any time after the occurrence of an event of default or a default by notice in writing to the Company and notwithstanding any delay or waiver of any previous default, convert any charge created under the Deed which then operates as a floating charge to a fixed charge in respect of any of the Charged Assets specified in the notice.

2.5 Automatic Crystallisation. The floating charge created pursuant to the Deed shall, without the need for any act by the Security Agent, automatically and immediately crystallise and the charge shall operate as a fixed charge:

(a) All Assets: in respect of all the Charged Assets which are not for the time being effectively charged to the Security Agent by way of fixed charge if:

(i) an application is made, a petition is presented or any proceeding is commenced for an order, or a meeting is convened to consider a resolution or a resolution is passed, or an order is made, for the winding up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of the Company; or

(ii) a liquidator, administrator, administrative receiver, receiver, receiver and manager, trustee or similar officer is appointed in respect of the Company all or any part of the business, assets or revenues of the Company; or

(iii) any person takes possession of all or a part of, or levies or attempts, purports or proposes to levy execution, distress or any other similar process upon or against all or any part of, the business, assets or revenues of the Company; or

(iv) the Company stops or suspends payments to its creditors generally or is unable, is deemed by law to be unable, or admits its inability, to pay its debts as they fall due or ceases to carry on its business; or

(v) the Company enters into or seeks to enter into any scheme of arrangement, composition, assignment for the benefit of, or other arrangement with, its creditors or any class of creditors.

(b) Specific Assets: in respect of any asset forming part of the Charged Assets which is not for the time being effectively charged to the Security Agent by way of fixed charge if:

(i) the Company deals, or attempts, purports or proposes to deal, with that asset otherwise than in accordance with the Deed; or

(ii) any person levies or attempts, purports or proposes to levy, execution, distress or any other similar process in respect of that asset; or

(see Continuation Sheet 2, page 4)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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"Future Active Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future Active in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future Canada" means Future Electronics, Inc.

"Future Canada Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future Canada in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future FAI" means FAI Electronics Corp.

"Future FAI Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future FAI in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future Jetstream" means Jetstream Electronics Kitting Corp.

"Future Jetstream Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future Jetstream in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future LLC" means Future Electronics Finance L.L.C.

"Future LLC Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future LLC in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future U.S." means Future Electronics Corp.

"Future U.S. Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future U.S. in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future Guarantees" means collectively, (i) the Future Canada Guaranty, (ii) the Future U.S. Guaranty, (iii) the Future Active Guaranty, (iv) the Future LLC Guaranty, (v) the Future FAI Guaranty, (vi) the Future Jetstream Guaranty, (vii) the FESC Guaranty, (viii) the Familco Guaranty, and (ix) the RM Holdings Guaranty.

"Lenders" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

(see Continuation Sheet 3, page 2)



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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(iii) any Encumbrance over that asset becomes capable of being enforced or any person enforces, or attempts, purports or proposes to enforce, any Encumbrance over that asset.

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2.6 Discharge. The Security Agent upon being satisfied that the Secured Indebtedness has been discharged in full and the trusts constituted by the Deed have come to an end, shall, at the request and cost of the Company, and in such form as the Security Agent shall approve, discharge the security created by the Deed, without recourse or warranty and subject to Clause 17.5 (Release of Charge Conditional) of the Deed.

Clause 3 of the Deed provides:

3.1 Continuing Security. The Deed shall be a continuing security and shall remain in full force and effect until the Secured Indebtedness has been paid in full and none of the Lenders, Co-Administrative Agents or Collateral Agents has any obligation or liability (actual or contingent) under any security document, notwithstanding the insolvency or liquidation or any incapacity or change in the constitution or status of the Company, either of the Borrowers or any other person or any intermediate settlement of account or other matter whatsoever.

Clause 5 of the Deed provides:

5.1 Repeated Undertakings: The Company undertakes to the Security Agent and each of the Finance Parties that it will comply with each of the covenants set out in Sections 5 and 6 of the Loan Agreement, as amended by Amendment No.1, Amendment No.2 and Amendment No.3 as if the same had been set out herein in full.

5.2 Undertakings Relating to Charged Assets Generally. The Company additionally undertakes to the Security Agent and each of the Finance Parties that, throughout the continuation of the Deed and so long as any Secured Indebtedness is or may become payable, the Company will, unless the Security Agent otherwise agrees in writing:

(a) Disposals: not sell, transfer, part with possession of or otherwise assign, lease, deal with or dispose of or grant any option or right of first refusal over the Charged Assets or dispose of the Charged Assets or any part thereof or attempt or agree to do so except in the case of:

(i) Property-in-Stock which may, subject to the other provisions of the Deed, be sold at full market value in the usual course of trading as now conducted by the Company and for the purpose of carrying on its business); and

(ii) other assets for the time being subject to the floating charge created by Clauses 2.1 (Grant of Charge) and 2.3 (Floating Charge) of the Deed (which may, subject to the other provisions of the Deed, be disposed of in the ordinary course of business); or

For the avoidance of doubt, the Security Agent and each Finance Party confirms and acknowledges that the Company shall be permitted to withdrawal sums from the Receivables Account as the Company sees fit in the ordinary course of its business at any time prior to an Event of Default which is continuing.

(b) Notification of Charged Assets: upon demand by the Security Agent provide to the Security Agent a full and complete an inventory of the Receivables and the Property-in-Stock including the value and location of each tangible item of the Charged Assets;

(see Continuation Sheet 3, page 4)

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete  
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"Loan Agreement" means a Loan Agreement dated as of October 31, 1997, by and among FUTURE ELECTRONICS CORP. ("Future U.S."), a Massachusetts corporation, FUTURE ELECTRONICS INC. ("Future Canada"), a New Brunswick corporation (herein, unless referred to in their individual capacities, collectively, the "Borrower"); BANKBOSTON, N.A. ("BankBoston"), a U.S. national banking association, CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC"), a chartered bank under the Bank Act (Canada), FLEET NATIONAL BANK ("Fleet"), a U.S. national banking association, ROYAL BANK OF CANADA ("RBC"), a chartered bank under the Bank Act (Canada), ABN AMRO BANK N.V. ("AMRO"), a banking organization formed under the laws of the Netherlands, NATIONAL BANK OF CANADA ("NBC"), a chartered bank under the Bank Act (Canada), BANQUE NATIONALE DE PARIS (CANADA) ("BNP"), a chartered bank under the Bank Act (Canada), BANK OF TOKYO-MITSUBISHI (CANADA) ("BTM"), a chartered bank under the Bank Act (Canada), CRÉDIT LYONNAIS CANADA ("CL"), a chartered bank under the Bank Act (Canada), THE SUMITOMO BANK OF CANADA ("SB"), a chartered bank under the Bank Act (Canada), and the other lending institutions which may become parties hereto pursuant to Section 9.10 of the Loan Agreement (individually a "Lender" and collectively, the "Lenders"), BankBoston as the U.S. Swing Line Lender, RBC as the Canadian Swing Line Lender, BankBoston, as administrative agent for itself and each other U.S. Lender and the U.S. Swing Line Lender (each as defined below); and CIBC, as administrative agent for itself and each other Canadian Lender and the Canadian Swing Line Lender (each as defined below), and jointed in for certain purposes by Future Electronics Finance L.L.C., a Delaware limited liability company, Active Electronic Sales Corp., a Massachusetts corporation, FAI Electronics Corp., a Massachusetts corporation, 138575 Canada Inc., a Canadian corporation, Jetstream Electronics Kitting Corp, a Massachusetts corporation, Future Electronics Sales Corp., a Massachusetts corporation, and Familco Holdings Inc., a New Brunswick corporation (as amended by Amendment No. 1 to the Loan Agreement, dated as of 27 May 1998 (the "Amendment No. 1"), by Amendment No. 2 to the Loan Agreement dated as of 30 December 1998 (the "Amendment No. 2") and Amendment No. 3 to the Loan Agreement dated as of 30 July, 1999 (the "Amendment No. 3")).

"Loan Document" means collectively, the Loan Agreement (including, without limitation, the agreements and other instruments listed or described in Section 3 of the Loan Agreement), the Notes, the Future Guaranties, the Subordination Letter Agreements, and the Solvency Certificates, together with all agreements and other instruments contemplated thereby and all schedules, exhibits and annexes thereto, as any of the same may from time to time be amended and in effect.

"Notes" means the U.S. Loans and the U.S. Swing Line Loans shall be evidenced by separate promissory notes of Future U.S. to each U.S. Lender, or the U.S. Swing Line Lender, as applicable, in or substantially in the form of Exhibit A to the Loan Agreement (each a "Note" and collectively, the "Notes"), with appropriate insertions.

(see Continuation Sheet 4, page 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(c) Notification of Events: immediately inform the Security Agent of:

(i) any litigation, arbitration or administrative proceeding as referred to in Section 4.11 (Litigation) of the Loan Agreement; or

(ii) any damage, loss, theft, arrest, confiscation, seizure or any other event which affects or might affect the rights of the Security Agent or any other Finance Party under the Deed or involves any loss or reduction in value of any Charged Assets in an amount exceeding £50,000;

(d) Protection of Charged Assets: upon demand by the Security Agent take or defend all such legal proceedings, and take all such other steps, as the Security Agent may require for the protection of any Charged Assets;

(e) Not Prejudice: not do, omit to do, cause or permit to occur, any act, omission or thing which would or might result in any Charged Assets being surrendered, forfeited, cancelled or prejudiced in any way or reduced in value, or the Deed or any rights, powers or remedies of the Security Agent or the value of the Security Agent's security under the Deed being prejudiced or adversely affected;

5.3 Undertakings Relating to Receivables. The Company undertakes to the Security Agent that, throughout the continuation of the Deed and so long as any Secured Indebtedness is or may become payable, the Company will, unless the Security Agent otherwise agrees in writing:

(a) Recovery: use its best endeavours to recover the full amount of each Receivable, subject to any written consent given by the Security Agent;

(b) Non-payment: inform the Security Agent immediately upon learning of the same if any Debtor for a sum in excess of £750 goes or threatens to go into liquidation, administration or receivership or otherwise ceases or threatens to cease to pay its debts as they fall due;

(c) Receivables Account: pay into the Receivables Account all monies which it may receive in respect of the Receivables;

(d) Dealings: deal with the proceeds of the Receivables and any other monies in the Receivables Account as the Security Agent may from time to time direct and, subject to such directions, only in the ordinary course of business and as otherwise permitted by the Deed and:

(i) prior to the occurrence of an Event of Default or prospective Event of Default or the provisions of Clause 2.5(a) or (b) (Automatic Crystallisation) of the Deed take effect with respect to the Receivables and/or the Receivables Account, unless the Security Agent has given any directions to the contrary, any Receivables paid into the Receivables Account shall be released from the fixed charge created by Clause 2.1(a) of the Deed and be subject only the floating charge created pursuant to Clause 2.1(b) of the Deed; and

(ii) no such release shall prejudice the subsistence of the fixed charge over all other Charged Assets;

(e) No Release: not release any of the Receivables save upon a full discharge thereof or otherwise commute the liability of any Debtor (whether by reducing the amount due, extending the time for payment or otherwise) save in the ordinary course of business for Debtors for a sum not in excess of £10,000; and

(see Continuation Sheet 4, page 4)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Receiver" means each and any receiver, manager, receiver and manager or other similar officer appointed by the Security Agent in respect of the security created by or pursuant to the Deed.

"RM Holdings" means 138575 Canada, Inc.

"RM Holdings Guaranty" means the Limited Recourse Guaranty dated as of the date hereof and executed and delivered by RM Holdings in favor of the Co-Administrative Agents, for the rateable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Security Agent" means Canadian Imperial Bank of Commerce.

"Solvency Certificates" means collectively, the separate certificates dated as of the date hereof and executed and delivered by the Vice President or other authorized signatory of each member of the Borrower Affiliated Group and RM Holdings to the Co-Administrative Agents, for the rateable benefit of the Lenders and the Co-Administrative Agents.

"Subordination Letter Agreements" means the one or more letter agreements by a Non-BAG Affiliate in favor of the Co-Administrative Agents, for the rateable benefit of the Co-Administrative Agents and the Lenders, pursuant to which such Non-BAG Affiliate subordinates all Indebtedness and other amounts owing to it from the members of the Borrower Affiliated Group the prior payment in full in cash and performance of the Obligations.

"U.S. Lender" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to above.

"U.S. Swing Line Lender" means BankBoston

"U.S. Loans" means loans which U.S. Lenders severally agreed to make to Future Electronics Corp. pursuant to the terms of the Loan Agreement.

"U.S. Swing Line Loans" means loans which U.S. Swing Line Lender agreed to make to Future Electronics Corp. pursuant to the terms of the Loan Agreement.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(f) Legal Assignment: upon request by the Security Agent, execute a legal assignment of the Receivables (or any, or any part of them) to the Security Agent and give notice thereof in writing to the respective Debtors from whom the Receivables are owing or incurred and take such other steps as the Security Agent or the Lenders may require to perfect such legal assignment.

(g) Undertakings Relating to Property-in-Stock. The Company undertakes to the Security Agent that, throughout the continuation of the Deed and so long as any Secured Indebtedness is or may become payable, the Company will, unless the Security Agent otherwise agrees in writing, keep the Property-in-Stock identifiable and refrain from mixing or combining the Property-in-Stock with other movable property or from transforming the same, except in the ordinary course of the Company's business or as otherwise agreed with the Security Agent;

Clause 8 of the Deed provides:

If an event of default has occurred which is continuing the Security Agent and, each Finance Party shall have the right (but not the obligation), without notice to the Company or any other person, to set-off and apply any credit balance on any account of the Company with the Security Agent or such Finance Party (as the case may be) and any other indebtedness owing by the Security Agent or such Finance Party to the Company (in each case, whether or not subject to notice, matured or owing to a different branch or office and in whatever currency) against such of the Secured Indebtedness which is due and payable. Each Finance Party may convert any such credit balance or other indebtedness at the prevailing rate of exchange into such other currencies as may be necessary for this purpose.

Clause 13 of the Deed provides:

13.1 Further Assurance. The Company shall at any time and from time to time (whether before or after the security created by or pursuant to the Deed shall have become enforceable):

(a) Execute Documents: execute all further legal or other mortgages, charges or assignments in favour of the Security Agent or the Finance Parties; and

(b) Other Action: do all such transfers, assurances, acts and things (and, without limiting the generality of the foregoing, give all notices, orders and directions) in respect of all or any of the undertaking, property, assets and rights both present and future of the Company,

which the Security Agent may require to secure the Secured Indebtedness or to facilitate the realisation of the Charged Assets or the exercise of any powers conferred on the Security Agent or a Receiver or for the purposes of perfecting and completing any assignment of the Security Agent's rights, benefits or obligations under this Deed.

In the Deed, the following terms have the following meanings:

"Affiliate" means with reference to any person, (i) any director, officer or employee of that person, (ii) any other person controlling, controlled by or under direct or indirect common control with that person, (iii) any other person directly or indirectly beneficially owning or holding 5% or more of any class of the capital stock or other equity interests (including options, warrants, convertible securities

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(see Continuation Sheet 5, page 4)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

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Name of Company

Future Electronics Limited (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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and similar rights) of that person, (iv) any other person 5% or more of any class of whose capital stock or other equity interests (including options, warrants, convertible securities and similar rights) is beneficially owned or held directly or indirectly by that person, and including, in any event, (a) any Subsidiary of such person, (b) RM Holdings, and (c) each member of the Borrower Affiliated Group. In this definition, the term "control" and its derivatives means the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

"Amendment No. 1" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Amendment No. 2" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Amendment No. 3" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Borrower" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Borrower Affiliated Group" means collectively, (i) Future U.S., (ii) Future Canada, (iii) Future LLC, (iv) Future Active, (v) Future FAI, (vi) Future Jetstream, (vii) FESC, (viii) Familco, (ix) any Subsidiary becoming a party hereto pursuant to Section 5.2(d) of the Loan Agreement, and (x) any Affiliate which becomes a member of the Borrower Affiliated Group pursuant to Section 5.2(e) of the Loan Agreement.

"Canadian Swing Line Lender" means Royal Bank of Canada.

"Charged Assets" means all of the property, assets and undertaking of the Company, present and future, expressed to be assigned or charged to the Security Agent by or pursuant to this Deed.

"Co-Administrative Agent" means collectively (i) BankBoston N.A. and (ii) Canadian Imperial Bank of Commerce.

"Collateral Agents" means Canadian Imperial Bank of Commerce.

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to pay or discharge a Receivable.

"Encumbrance" means that no member of the Borrower Affiliated Group shall create, incur, assume or suffer to exist any mortgage, pledge, conventional hypothec, resolatory right, right of redemption, reservation of ownership, legal cause of preference, dismemberment of the right of ownership, special mode of ownership, restriction on the right to dispose, security interest or security device, lien (statutory, at common law, in equity or otherwise), deemed trust or other real right, charge or encumbrance, including the lien or retained security title of a conditional vendor upon or with respect to any of its property or assets or assign or otherwise convey any right to receive income, including the sale or discount of Accounts Receivable with or without recourse.

"Familco" means Familco Holdings, Inc.

"Familco Guaranty" means the Limited Recourse Guaranty dated as of the date hereof and executed and delivered by Familco in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

(see Continuation Sheet 6, page 4)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 6  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"FESC" means Future Electronics Sales Corp.

"FESC Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by FESC in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Finance Parties" means the Security Agent, each Lender from time to time, the Collateral Agents and the Co-Administrative Agents.

"Future Active" means Active Electronics Sales Corp.

"Future Active Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future Active in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future Canada" means Future Electronics, Inc.

"Future Canada Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future Canada in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future FAI" means FAI Electronics Corp.

"Future FAI Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future FAI in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future Jetstream" means Jetstream Electronics Kitting Corp.

"Future Jetstream Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future Jetstream in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future LLC" means Future Electronics Finance L.L.C.

"Future LLC Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future LLC in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future U.S." means Future Electronics Corp.

"Future U.S. Guaranty" means the Unlimited Guaranty dated as of the date hereof and executed and delivered by Future U.S. in favor of the Co-Administrative Agents, for the ratable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Future Guarantees" means collectively, (i) the Future Canada Guaranty, (ii) the Future U.S. Guaranty, (iii) the Future Active Guaranty, (iv) the Future LLC Guaranty, (v) the Future FAI Guaranty, (vi) the Future Jetstream Guaranty, (vii) the FESC Guaranty, (viii) the Familco Guaranty, and (ix) the RM Holdings Guaranty.

(see Continuation Sheet 7, page 4)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 7  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Lenders" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to below.

"Loan Agreement" means a Loan Agreement dated as of October 31, 1997, by and among FUTURE ELECTRONICS CORP. ("Future U.S."), a Massachusetts corporation, FUTURE ELECTRONICS INC. ("Future Canada"), a New Brunswick corporation (herein, unless referred to in their individual capacities, collectively, the "Borrower"); BANKBOSTON, N.A. ("BankBoston"), a U.S. national banking association, CANADIAN IMPERIAL BANK OF COMMERCE ("CIBC"), a chartered bank under the Bank Act (Canada), FLEET NATIONAL BANK ("Fleet"), a U.S. national banking association, ROYAL BANK OF CANADA ("RBC"), a chartered bank under the Bank Act (Canada), ABN AMRO BANK N.V. ("AMRO"), a banking organization formed under the laws of the Netherlands, NATIONAL BANK OF CANADA ("NBC"), a chartered bank under the Bank Act (Canada), BANQUE NATIONALE DE PARIS (CANADA) ("BNP"), a chartered bank under the Bank Act (Canada), BANK OF TOKYO-MITSUBISHI (CANADA) ("BTM"), a chartered bank under the Bank Act (Canada), CRÉDIT LYONNAIS CANADA ("CL"), a chartered bank under the Bank Act (Canada), THE SUMITOMO BANK OF CANADA ("SB"), a chartered bank under the Bank Act (Canada), and the other lending institutions which may become parties hereto pursuant to Section 9.10 of the Loan Agreement (individually a "Lender" and collectively, the "Lenders"), BankBoston as the U.S. Swing Line Lender, RBC as the Canadian Swing Line Lender, BankBoston, as administrative agent for itself and each other U.S. Lender and the U.S. Swing Line Lender (each as defined below); and CIBC, as administrative agent for itself and each other Canadian Lender and the Canadian Swing Line Lender (each as defined below), and jointed in for certain purposes by Future Electronics Finance L.L.C., a Delaware limited liability company, Active Electronic Sales Corp., a Massachusetts corporation, FAI Electronics Corp., a Massachusetts corporation, 138575 Canada Inc., a Canadian corporation, Jetstream Electronics Kitting Corp., a Massachusetts corporation, Future Electronics Sales Corp., a Massachusetts corporation, and Familco Holdings Inc., a New Brunswick corporation (as amended by Amendment No. 1 to the Loan Agreement, dated as of 27 May 1998 (the "Amendment No. 1"), by Amendment No. 2 to the Loan Agreement dated as of 30 December 1998 (the "Amendment No. 2") and Amendment No. 3 to the Loan Agreement dated as of 30 July, 1999 (the "Amendment No. 3").

"Loan Document" means collectively, the Loan Agreement (including, without limitation, the agreements and other instruments listed or described in Section 3 of the Loan Agreement), the Notes, the Future Guaranties, the Subordination Letter Agreements, and the Solvency Certificates, together with all agreements and other instruments contemplated thereby and all schedules, exhibits and annexes thereto, as any of the same may from time to time be amended and in effect.

"Non-BAG Affiliate" means collectively, the Affiliates of any member of the Borrower Affiliated Group other than any member of the Borrower Affiliated Group.

"Notes" means the U.S. Loans and the U.S. Swing Line Loans shall be evidenced by separate promissory notes of Future U.S. to each U.S. Lender, or the U.S. Swing Line Lender, as applicable, in or substantially in the form of Exhibit A to the Loan Agreement (each a "Note" and collectively, the "Notes"), with appropriate insertions.

"Obligations" means any and all obligations of any member of the Borrower Affiliated Group or RM Holdings to either Co-Administrative Agent or any Lender under all of the Loan Documents of every kind and description, direct or indirect, absolute or contingent, primary or secondary, due to become due, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument, if any, and including obligations to perform acts and refrain from taking action as well as obligations to pay money.  
(see Continuation Sheet 8, page 4)

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 8  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Property-in-Stock" means all the following belonging to the Company or in which the Company has an interest or in the possession of the Company whether or not belonging to the Company, now or in the future: (a) all inventory, raw materials, goods in process, finished products and stock-in-trade of any nature and description, whether held on let or hire terms, for leasing, resale or otherwise, (b) all goods and materials used in or procured for the packaging thereof, (c) any such property held by third parties under let or hire terms, leasing, conditional sale arrangements, franchise, licence, consignment or other like contractual arrangements under which the Company is the lawful owner, (d) any such other property sold by the Company and later taken back for any reason, (e) all amounts and proceeds paid or payable to or for the account of the Company as a result of the sale, lease or other dealings with any of the foregoing and (f) all Property-In-Stock Related Rights of the Company;

"Property-in-Stock Related Rights" means all contractual or other rights or interests of the Company relating to the Property-in-Stock and only such rights or interests including, without limitation to the extent permitted by law, (i) the Company's rights as bailee, (ii) all rights to the payment of money (including, without limitation, amounts due from affiliates, bailors and insurance proceeds), (iii) all rights of reservation of title and rights of tracing, (iv) all the Company's interest in all files, records, tapes, writings, books, papers, computer software, computer programs and customer lists, (v) the Company's rights to in all patents, trademarks, trade names, service marks and copyright relating to the Property-in-Stock), (vi) any negotiable or non-negotiable instruments, documents of title, policies and certificates of insurance, (including claims and indemnities payable thereunder), Encumbrances, guarantees, indemnities, debentures, deposits and deposit accounts, in so far as the same relates to any Property-In-Stock, (vii) the Company's interest in any investment property and securities in so far as the same relates to any Property-In-Stock, (viii) the Company's right to retrieve from third parties electronically processed or recorded information pertaining to the Property-In-Stock, regardless of the method of processing or recording, including, without limitation, all software, plans, specifications and schematics and (ix) the Company's interest in any goods and materials used in any Property-In-Stock and all proceeds pertaining to any Property-In-Stock. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Security Deed, the Property-In-Stock and Property-In-Stock Related Rights shall not include (i) any furniture, fixtures, machinery, equipment, real estate, leases of property executed by the Company as lessee, immovable property, telephone systems, supplies not held for sale and electronic data processing hardware (collectively, the "Real Property") and any insurance proceeds directly relating to the Real Property or (ii) any computer software, investment property or securities other than in relation to Property-In-Stock;

"Receivable Related Rights" means in relation to any Receivable, the Company's rights or interests in any Receivable (including as bailee) and only such rights or interests including, without limitation to the extent permitted by law (i) all claims and indemnities payable under insurance policies and the certificates relating thereto to the extent necessary for enforcing such rights, (ii) all rights to the payment of money (including without limitation amounts due from affiliates, bailors and insurance proceeds) (iii) all rights of reservation of title and rights of tracing relating to any Receivable, (iv) all the Company's interest in all files, records, tapes, writings, books, papers, computer software, computer programs and customer lists evidencing, recording or supporting any Receivable, (v) to the extent necessary to enforce any Receivable, the Company's rights in all patents, trademarks, trade names, service marks and copyright relating to the Receivables), (vi) any negotiable or non-negotiable instruments, documents of title,

(see Continuation Sheet 9, page 4)

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 9  
to Form No 395 and 410 (Scot)

CHA 116

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bold block lettering

Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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polices and certificates of insurance, (including claims and indemnities payable thereunder), Encumbrances, guarantees, indemnities, debentures, deposits and deposit accounts, (vii) to the extent necessary to enforce any Receivable, the Company's interest in any investment property and securities, (viii) the Company's right to retrieve from third parties electronically processed or recorded information pertaining to the Receivables, regardless of the method of processing or recording, including, without limitation, all software, plans, specifications and schematics, (ix) to the extent necessary to enforce any Receivable, the Company's interest in any goods the subject of any Receivable and (x) all proceeds pertaining to any Receivable. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Security Deed, the Receivables and Receivable Related Rights shall not include (i) any furniture, fixtures, machinery, equipment, real estate, leases of property executed by the Company as lessee, immovable property, telephone systems, supplies not held for sale and electronic data processing hardware (collectively, the "Real Property") and any insurance proceeds directly relating to the Real Property or (ii) any computer software, investment property or securities other than in relation to the Receivables;

"Receivables" means all present and future book and other debts and monetary claims including bank deposits and credit balances (whatever called) with any bank or financial institution (including, without limitation, any Finance Party), whether arising under contract or in any other manner and whether originally owing to the Company or purchased or otherwise acquired by it, and all choses in action now or at any time in the future due or owing to the Company together with the full benefit of all rights and remedies relating thereto (including, without limitation, all Receivable Related Rights);

"Receivables Account" means the account opened or to be opened and maintained in the name of the Company with National Westminster Bank, in London (the "Account Bank") and designated by the Security Agent as the account into which the Receivables shall be paid, and any other account into which Receivables are paid, and all sums now or hereafter deposited in such account and all additions to or renewals or replacements thereof (in whatever currency) and all interest or other sums which may accrue from time to time thereon.

"Receiver" means each and any receiver, manager, receiver and manager or other similar officer appointed by the Security Agent in respect of the security created by or pursuant to the Deed.

"RM Holdings" means 138575 Canada, Inc.

"RM Holdings Guaranty" means the Limited Recourse Guaranty dated as of the date hereof and executed and delivery by RM Holdings in favor of the Co-Administrative Agents, for the rateable benefit of the Co-Administrative Agents and the Lenders, and in favor of each of such parties individually.

"Secured Indebtedness" means all monies, obligations and liabilities of any kind now or at any time in the future due, owing, incurred or payable (whether actually or contingently and in whatever currency and whether solely or jointly and in whatever name, style or form and whether as principal debtor or as surety) by any of the Borrowers and/or the Company under or pursuant to:

- (i) the Loan Agreement; or
- (ii) any other Loan Document to which any of the Borrowers and/or the Company are a party; or

(see Continuation Sheet 10, page 4)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 10  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2087867

Name of Company

Future Electronics Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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bold block lettering**

in each case whether on account of principal, interest, fees, expenses, indemnity payments, losses, damages or otherwise and all other monies hereby agreed to be paid.

"Security Agent" means Canadian Imperial Bank of Commerce.

"Solvency Certificates" means collectively, the separate certificates dated a of the date hereof and executed and delivered by the Vice President or other authorized signatory of each member of the Borrower Affiliated Group and RM Holdings to the Co-Administrative Agents, for the rateable benefit of the Lenders and the Co-Administrative Agents.

"Subordination Letter Agreements" means the one or more letter agreements by a Non-BAG Affiliate in favor of the Co-Administrative Agents, for the rateable benefit of the Co-Administrative Agents and the Lenders, pursuant to which such Non-BAG Affiliate subordinates all Indebtedness and other amounts owing to it from the members of the Borrower Affiliated Group the prior payment in full in cash and performance of the Obligations.

"Subsidiary" means any corporation, association, joint stock company, business trust or other similar organization of which 50% or more of the ordinary voting power for the election of a majority of the members of the board of directors or other governing body of such entity is held or controlled by the Borrower or a Subsidiary of the Borrower; or any other such organization the management of which is directly or indirectly controlled by the Borrower or a Subsidiary of the Borrower through the exercise of voting power or otherwise; or any joint venture, whether incorporated or not, in which the Borrower has a 50% ownership interest.

"U.S. Lender" has the meaning ascribed to it in the definition of the 'Loan Agreement' referred to above.

"U.S. Swing Line Lender" means BankBoston

"U.S. Loans" means loans which U.S. Lenders severally agreed to make to Future Electronics Corp. pursuant to the terms of the Loan Agreement.

"U.S. Swing Line Loans" means loans which U.S. Swing Line Lender agreed to make to Future Electronics Corp. pursuant to the terms of the Loan Agreement.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02087867

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEED DATED THE 31st JANUARY 2000 AND CREATED BY FUTURE ELECTRONICS LIMITED FOR SECURING ALL MONIES, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE BORROWERS AND/OR THE COMPANY TO CANADIAN IMPERIAL BANK OF COMMERCE (AS SECURITY AGENT ON ITS OWN BEHALF AND AS AGENT AND SECURITY AGENT) UNDER OR PURSUANT TO (a) THE LOAN AGREEMENT, OR (b) ANY OTHER LOAN DOCUMENT TO WHICH ANY OF THE BORROWERS AND/OR THE COMPANY ARE A PARTY, IN EACH CASE WHETHER ON ACCOUNT OF PRINCIPAL, INTEREST FEES, EXPENSES, INDEMNITY PAYMENT, LOSSES, DAMAGES OR OTHERWISE AND ALL OTHER MONIES AGREED TO BE PAID UNDER THE TERMS OF THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th FEBRUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE