



Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

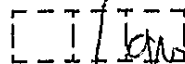
Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number



02579363

Name of company

* MACQUARIE CORPORATE FINANCE (UK) LIMITED

Date of creation of the charge

16 September, 1994

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

Security Agreement between the Company as Obligor and Dascom Services Limited ("Dascom")
as Secured Party, dated 16 September, 1994.

Amount secured by the charge

Any and all covenants, obligations, indebtedness and liability of the Company to Dascom under any
of the Transaction Documents present or future direct or indirect absolute or contingent matured or
not extended or renewed wheresoever and howsoever marked and any ultimate unperformed or
unpaid balance thereof and whether the Company be bound alone or with another or others and
whether as principal or surety.

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

Dascom Services Limited, Weir View House, 6 The Mall, Lucan, Co. Dublin, Ireland.

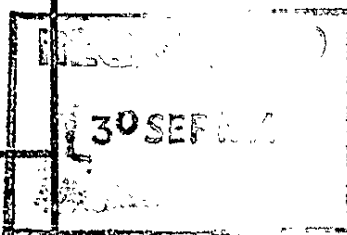
Postcode

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

Clifford Chance
200 Aldersgate Street
London EC1A 4JJ.
M2994/00015/GMW/RJXS

For Official Use
Mortgage Section

Post Room



Time critical reference

Please do not
write in
this margin

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

- (i) All Software (as defined below) owned or acquired (including without limitation pursuant to the Software Sub-Lease and Licence Agreement (as defined below) by the Company;
- (ii) All contractual rights and insurance claims relating to the Software;
- (iii) (Subject to certain exceptions) all rights, privileges, benefits, claims, demands, royalties, debts and choses in action to which the Company is now entitled or hereafter becomes entitled under the Software Sub-Lease and Licence Agreement and the Eagle Security Agreement (as defined below);
- (iv) All proceeds and renewals thereof, accretions thereto and substitution the foregoing;

In this form the following terms shall have the following meanings:

Continued.....

Particulars as to commission allowance or discount (note 3)

None

Signed

Date

On behalf of [company] ~~(chargee)~~

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

"Eagle" means Eagle Financial and Leasing Services Limited, a company incorporated under the laws of Cayman Islands;

"Eagle Security Agreement" means the security agreement so described of 16th September, 1994 between Eagle (as obligor) and the Company (as secured party) in respect of the Software;

"Object Code" means the Programs created or stored in binary form so that they may be used directly by computers and other information processing equipment to process information and/or perform functions, which Programs are normally translated from Source Code using computer software commonly referred to as a compiler;

"Programs" means, in respect of the computer application software described in Schedule 1, the sets of instructions, algorithms, statements and related data expressed, fixed, embodied or stored in any manner, and used directly or indirectly in, or required by, computers and other general purpose electronic data processing equipment in order for them to process data and/or perform functions and/or bring about a specific result;

"Software" means the computer application software as it exists on the date hereof and as set out in an appraisal made by Cruickshank & Co. in respect of the Software and as more particularly described in Schedule 1 and performing the applications described in Schedule 1 for use in all countries of the world, including without limitation:

- (a) the Programs in Source Code and in Object Code;
- (b) the Software Medium;
- (c) the Software Documentation;
- (d) all of the Obligor's right, title and interest in and to any of the foregoing, including all copyright, patent, trade mark, trade secret, confidential information and other intellectual property rights (whether or not registered or recorded) relating thereto,

in all countries of the world.

For greater certainty, the Software excludes any computer software programs which are required in order to use or operate the Programs and which are licensed by Dascom from third parties immediately prior to the date hereof;

"Software Documentation" means the documentation and other materials provided by the Obligor to the Secured Party under the Software Sub-Lease and Licence Agreement relating to the Programs in Source Code and the Programs in Object Code including, without limitation, drawings, flow charts, user manuals, training manuals, reference manuals and all functional descriptions and specifications relating thereto;

"Software Medium" means the physical or magnetic medium delivered to the Secured Party pursuant to the Software Sub-Lease and Licence Agreement, being the physical or magnetic medium on which the Programs in Source Code, the Programs in Object Code and the Software Documentation are stored or recorded;

continued on sheet 2

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

"Software Sub-lease and Licence Agreement" means the software sub-lease and licence agreement so described of 16th September, 1994 between Eagle (as lessor/licensor) and the Company (as lessee/licensee) in respect of the Software;

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

"Source Code" means the Programs created or stored in a computer programming language commonly used for the creation or storage of computer software such as, without limitation, Pascal, Fortran, Basic, Cobol, PL1, LINC, SQL, PG and C;

"Transaction Documents" means the MCFL Software Sale and Assignment Agreement, the Dascom Irish Software Sale and Licence Agreement, the Dascom Non-Irish Software Sale and Assignment Agreement, the Co-ordination Agreement, the Software Lease and Licence Agreement, the Software Sub-Lease and Licence Agreement, the Software Security Agreement, the Eagle Security Agreement, the MCFL Security Agreement, all as referred to in the Software Sub-Lease and Licence Agreement any other instrument or agreement which Commcorp, EFLS, MCFL and Dascom acknowledge to be a Transaction Document for the purposes of this Agreement and any instrument or agreement connected with any of the foregoing.

continued on sheet 3

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 3
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

SCHEDULE 1**SOFTWARE**Please complete
legibly, preferably
in black type, or
bold block lettering

Dascom Services Limited has developed certain computer application software known as Spectra 400 which includes the following accounting related applications:

Sub-system	Application
General Ledger	A powerful ledger system providing an accurate and up to date picture of a business user's financial position. All information is presented to the general ledger in journal format, with full audit trail being produced.
Budget and Planning	A budgeting system which provides a flexible tool for planning and controlling all aspects of a business user and facilitates the translation of management plans into financial objectives.
Custom Reporting	Custom reporting management tool which draws on the vast pool of historical and current financial information held on the database of a business user.
Account Receivable	Accounts receivable process and control system which is updated immediately to reflect the latest position of a business user.
Accounts Payable	A detailed system which keeps track of accounts payable.
Fixed Assets	The system manages a business user's depreciable, non-depreciable and leased assets from acquisition to transfer to retirement and takes into account all relevant facts such as inflation, grants, depreciation and taxation.
Spectra Logistics	This is a powerful and versatile package which has been designed for any business user involved in distribution. The package includes a suite of integrated systems which covers the entire distribution cycle.
Sales Order Processing	A sales order administration system which maintains all data relating to the product/customer relationship.

continued on sheet 4

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

Please do not
write in this
binding margin

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

Empty space for description of the instrument

Inventory Control

A system which enables a business user to maintain a tight control over inventory.

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

Purchasing and Goods Inwards

A system which documents, on an individual basis, transactions with individual suppliers.

RJXS09\$4.39

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02579363

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 16th SEPTEMBER 1994 AND CREATED BY MACQUARIE CORPORATE FINANCE (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DASCOM SERVICES LIMITED UNDER ANY TRANSACTION DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th SEPTEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th OCTOBER 1994.

M. SAHA
for the Registrar of Companies

L.C.
4/10
2



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

HC026B



COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number

[1] [2]

02579363

Name of company

* **MACQUARIE CORPORATE FINANCE (UK) LIMITED*** insert full name
of company

Date of creation of the charge

21 October, 1994

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

MCFL Security Agreement dated 21 October, 1994 (the "Agreement") and made between Macquarie Corporate Finance (UK) Limited (the "Obligor") and Dascom Services Limited, (the "Secured Party").

Amount secured by the charge

Any and all covenants, obligations, indebtedness and liability of the Obligor to the Secured Party under any of the Transaction Documents, present or future, direct or indirect, absolute or contingent, matured or not, exceeded or renewed, wheresoever and howsoever incurred and any ultimate unperformed or unpaid balance thereof and whether the Obligor be bound alone or with another or others and whether as principal or surety, including without limitation the obligations of the Obligor under the Dascom Licence Agreements to vest or permit or allow the vesting of title to and ownership in and any other rights in the Collateral (as defined herein) in the Secured Party upon payment by the Secured Party of all sums payable by the Secured Party under the Dascom Licence Agreements or any other similar rights contained in the Dascom Licence Agreements, (the "Secured Obligations").

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

➤ Dascom Services Limited, Weir View House, 6 The Mall, Lucan, Co. Dublin, Ireland.

Postcode

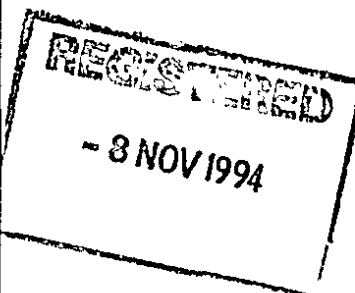
Presentor's name address and
reference (if any):

Clifford Chance
200 Aldersgate Street
London EC1A 4JJ
AJYS/ISCC/M2295/37/GMW
AJYS03\$4.44

Time critical reference

For Official Use
Mortgage Section

Post Room



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Please complete
legibly, preferably
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bold block lettering

For value received, the Obligor assigns by way of security and grants to the Secured Party, its successors and assigns, a mortgage, charge, assignment, transfer and security interest (the "Security Interest") in respect of:

- (i) all Software owned or acquired (including without limitation pursuant to the Software Sub-Lease and Licence Agreement, and any purchase options contained therein) by the Obligor;
- (ii) all contractual rights and insurance claims relating to the Software;
- (iii) all rights, privileges, benefits, claims, demands, royalties, debts and choses in action which the Obligor is or becomes entitled to under the Software Sub-Lease and Licence Agreement, provided that (without restricting the rights of the Secured Party to terminate the Rental Term in pursuance of its rights under the Agreement) the Obligor reserves unto itself (a) the rights of the Obligor to terminate the Rental Term

Particulars as to commission allowance or discount (note 3)

Continued...

NIL

Signed

Clifford Chance

Date

8 November 1994

On behalf of [company] [chargee]†

† 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 situated 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

1

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

Please do not
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binding margin

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

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

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

2

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

Please do not
write in this
binding margin

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

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

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

Please do not
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binding margin

3

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

Company number

02579363

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

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

Please do not
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binding margin

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

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

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Particulars of a mortgage or charge (continued)

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

Please do not
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binding margin

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

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

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

Please do not
write in this
binding margin

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

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

Company number

02579363

Name of company

MACQUARIE CORPORATE FINANCE (UK) LIMITED

Limited*

*delete if
inappropriate

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

Please do not
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binding margin

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

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02579363

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MCFL SECURITY AGREEMENT DATED THE 21st OCTOBER 1994 AND CREATED BY MACQUARIE CORPORATE FINANCE (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DASCOM SERVICES LIMITED UNDER ANY OF THE TRANSACTION DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th NOVEMBER 1994.

M. SAHA

for the Registrar of Companies



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

HC026B

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