



## Particulars of a mortgage or charge

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13/10

395

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Pursuant to section 395 of the Companies Act 1985

MB3C

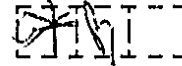
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bold block lettering

To the Registrar of Companies

For official use

Company number

MB3C



02701093

Name of company

\* PRIMARK INFORMATION SERVICES U.K. LIMITED

\* insert full name  
of company

Date of creation of the charge

25th September 1992

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

Fixed and Floating Charge Debenture dated 25th September 1992 (the  
"Debenture") between Primark Information Services U.K. Limited  
(see continuation Sheet 1, page 1)

Amount secured by the mortgage or charge

The "Liabilities" which is defined as meaning the Obligations,  
whether or not any such Obligation is owing or incurred alone or  
jointly, or jointly and severally with any other Person, whether  
actually or contingently and whether as principal debtor,  
guarantor, surety or otherwise.

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

~~Mellon Bank, N.A. of 1 Mellon Bank Center, Pittsburgh, Pennsylvania,~~  
~~U.S.A., a national banking association as trustee~~  
(see continuation Sheet 1, page 3)

Postcode

15258-0001

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

Linklaters & Paines  
Barrington House  
59-67 Gresham Street  
London EC2V 7JA  
Ref: JMS/SMW

For official Use  
Mortgage Section

REGISTERED

-8 OCT 1992

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. (i) By way of first legal mortgage all freehold and leasehold property in England and Wales belonging to it at the date of execution of the Debenture;

(ii) By way of first fixed equitable charge, all Real Property belonging to it at the date of execution of the Debenture (except as set out in paragraph 1(i) above) and all Real Property acquired by it after the date of execution of the Debenture;

(iii) By way of first fixed charge:-

(a) except for the Book Debts referred to in paragraph 2 below, all Book Debts;

(b) all its present and future Investments, Rights attaching or relating to Investments and all Assets hereafter belonging to Primark U.K. and deriving from Investments or such Rights;

(see Continuation Sheet 1, page 4)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed *Michael & Partners*

Date *8.10.1992*

On behalf of ~~Company~~ (mortgagee/chargee)†

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with those 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.

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# Particulars of a mortgage or charge (continued)

1

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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bold block lettering

Company number

02701093

\*delete if  
inappropriate

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

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

("Primark U.K.") and Mellon Bank, N.A. as trustee for the Secured Parties.

**Note:-** In this Form and in its Continuation Sheets, except to the extent that the context requires otherwise:-

"Administrative Agent" means Mellon Bank, N.A. as administrative agent for the Lenders and the Issuing Banks under the Credit Agreement and any successor Administrative Agent.

"Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital wherever situated.

"Book Debts" means balances now or hereafter standing to the credit of any current, deposit or other accounts now or hereafter held by Primark U.K. with any Person (including the Secured Parties) and all other book and other debts of any nature whatsoever now or hereafter due or owing to Primark U.K. and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto.

"Charges" means all or any of the security created or which may at any time be created by or pursuant to the Debenture.

"Charged Assets" means, subject to provisions of the Debenture, Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets

"Co-Agents" means Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents for the Lenders and the Issuing Banks under the Credit Agreement and any successors as Co-Agents.

"Collateral Agency Agreement" means the Collateral Agency Agreement dated as of the 25th September, 1992 between DIL, the other Shared Obligors referred to therein, the Lender Parties, the Swap Parties and the Collateral Agent, as the same may be amended, supplemented or modified from time to time.

(see continuation Sheet 2, page 1)

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for the Secured Parties (the "Collateral Agent") and all other persons  
from time to time and for the time being the trustee or trustees for the  
Secured Parties.

- (c) all its present and future uncalled capital;
- (d) all its present and future Intellectual Property and Copyrights and the benefit of all present and future licences and sub-licences of Intellectual Property and Copyrights granted either by or to it save, for the avoidance of doubt, for any physical media embodying the same;
- (2) By way of assignment (subject to the provision for re-assignment contained in the Debenture):-
  - (i) all its present and future Rights, title and interest in the Guarantee and Dividend Agreement dated 25th September, 1992 between DIL, Datastream Ltd, Datastream U.K. and Primark U.K.;
  - (ii) all its present and future Rights, title and interest in the Post Closing Loan Stock Guarantee dated as of 25th September, 1992 between DIL and Primark U.K.;
  - (iii) all its present and future Rights, title and interest to or in the current account number 11114188 at Chase Manhattan Bank, London, all interest from time to time accrued or accruing on such account and the debt represented thereby together with all sums of money which may now or in the future be held in or credited to such account;
- (3) By way of first floating charge, its undertaking and all its Assets, both present and future (including Assets referred to in paragraphs (1) and (2) above).

NOTE:

The Debenture provides that Primark U.K. shall not at any time create, incur, assume or permit to exist any Lien on any of its property (owned at the date of execution of the Debenture or acquired after that date), or agree, become or remain liable (contingently or otherwise) to do any of the above, except for certain exceptions described in the Primark International Guaranty.

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

2

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Collateral Agent Obligations" means all obligations from time to time of any Shared Obligor to the Collateral Agent in its capacity as such (whether or not referred to in any Shared Security Document as constituting Collateral Agent Obligations) including but not limited to amounts payable pursuant to the Collateral Agency Agreement, in each case whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any Shared Obligor, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Copyrights" means all copyrights and any associated or similar rights which may now or hereafter exist.

"Credit Agreement" means the credit agreement dated as of 25th September, 1992 between DIL, Barclays Bank PLC and Mellon Bank, N.A. as Co-Agents, the Issuing Banks, the Administrative Agent and the Lenders named therein.

"Currency Swap Agreement" means each currency hedging agreement between a Currency Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a joinder supplement has been executed by the Currency Swap Party in accordance with the Collateral Agency Agreement.

"Currency Swap Obligations" means all obligations from time to time of DIL to the Currency Swap Party under or in connection with the Currency Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

(see continuation Sheet 3, page 1)

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**Particulars of a mortgage or charge  
(continued)**Please do not  
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3

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)Please complete  
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Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Currency Swap Party" means Mellon Bank, N.A., Barclays Bank PLC and each other financial institution that becomes a party to the currency hedging agreements referred to in the recitals to the Collateral Agency Agreement.

"Datastream Companies" means the Datastream Holding Companies and the Datastream Operating Companies.

"Datastream Holding Companies" means, collectively, Primark Holding, Primark International, Primark UK, Datastream UK, Datastream Ltd., Primark Japan K.K., Primark Hong Kong Ltd, Primark Australia Pty Ltd and Primark France S.A..

"Datastream Ltd" means Datastream Limited.

"Datastream Operating Companies" means, collectively, DIL, Datastream International (Japan) K.K., Datastream International (Hong Kong) Ltd, Datastream International (Switzerland) Ltd, Datastream International (Australia) Pty Ltd, Datastream International (France) S.A., Datastream International GmbH and Datastream International Inc..

"Datastream U.K." means Datastream Group Limited.

"Definitions Agreement" means the Definitions Agreement dated as of 25th September, 1992 between DIL, Primark U.K., Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents and others.

"DIL" means Datastream International Limited.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings), growing crops, and fixed plant, machinery and apparatus.

"Governmental Authority" means any governmental or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitration, in each case whether foreign or domestic.

(see continuation Sheet 4, page 1)

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

4

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

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

"Guaranties" means the Primark Holding Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark Holding and the Collateral Agent, the Primark International Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark International and the Collateral Agent, the Datastream Delaware Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Datastream International, Inc. and the Collateral Agent, the guarantee contained in the Debenture, the guarantees contained in the Fixed and Floating Charge Debentures between Datastream U.K. and the Collateral Agent and Datastream Ltd and the Collateral Agent, the guaranty agreement dated as of 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, and the guaranty agreement dated as of 25th September 1992 between Primark Japan K.K. and the Collateral Agent.

"Guarantors" means Primark Holding, Primark International, Primark U.K., Datastream U.K., Datastream Ltd, Datastream International, Inc., Datastream International (Japan) U.K. and Primark Japan K.K.

"Guaranty Equivalent" has the following meaning: a Person (the "Deemed Guarantor") shall be deemed to be subject to a Guaranty Equivalent in respect of any obligation (the "Assured Obligation") of another Person (the "Deemed Obligor") if the Deemed Guarantor directly or indirectly guarantees, becomes surety for, endorses, assumes, agrees to indemnify the Deemed Obligor against, or otherwise agrees, becomes or remains liable (contingently or otherwise) for, such Assured Obligation, in whole or in part. Without limitation, a Guaranty Equivalent shall be deemed to exist if a Deemed Guarantor agrees, becomes or remains liable (contingently or otherwise), directly or indirectly, to do any of the following: (a) to purchase or assume or to supply funds for the payment, purchase or satisfaction of, an Assured Obligation, (b) to make a loan, advance, capital contribution or other investment in, or to purchase or lease any property or services from, a Deemed Obligor (i) to maintain the solvency of the Deemed Obligor, (ii) to enable the Deemed Obligor to meet any other financial condition, (iii) to enable the Deemed Obligor to satisfy any Assured Obligation or to make any stock payment or any other payment, or (iv) to assure the holder of such Assured Obligation against loss, (c) to purchase or lease property or services from the Deemed Obligor regardless of the non-delivery of or failure to furnish such property or services, (d) in a transaction

(see continuation Sheet 5, page 1)

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**Particulars of a mortgage or charge  
(continued)**Please do not  
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to Form No 395 and 410 (Scot)Please complete  
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Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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inappropriate

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

having the characteristics of a take-or-pay or throughput contract or as described in paragraph 6 of FASB Statement of Financial Accounting Standards No. 47, or (e) in respect of any other transaction the effect of which is to assure the payment or performance (or payment of damages or other remedy in the event of nonpayment or nonperformance) in whole or in part of any Assured Obligation.

"Intellectual Property" means patents, registered and unregistered designs, Trademarks, confidential information, know-how or trade secrets and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor) but excluding Copyrights.

"Intercompany Security Agreements" means the intercompany security or similar agreements dated as of the 25th September, 1992 securing the acquisition intercompany notes as set out in Annex 4 to the Definitions Agreement of Primark (France) S.A. and Primark (Hong Kong) Ltd, as the same may be amended, modified or supplemented from time to time in accordance with the provisions of the Primark International Guaranty.

"Interest Rate Swap Agreement" means each interest rate hedging agreement between an Interest Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a Joinder Supplement has been executed by the Interest Swap Party in accordance with the Collateral Agency Agreement.

"Interest Swap Obligations" means all obligations from to time of DIL to the Interest Swap Party under or in connection with the Interest Rate Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

(see continuation Sheet 6, page 1)

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

6

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

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

"Interest Swap Party" means Barclays Bank PLC and each financial institution that becomes a party to the interest rate hedging agreements referred to in the recitals to the Collateral Agency Agreement.

"Investments" means (1) shares, stock and debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit), (2) warrants, options or other Rights to subscribe for, purchase, call for delivery of or otherwise acquire shares, stock or debentures, (3) all Rights relating to shares, stock or debentures which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager or other similar Person whether or not on a fungible basis (including rights against any such Person) and (4) any other securities in, of or created by any Person, but excluding single shares (or other de minimis holdings) in quoted companies held by Primark U.K. for the sole purpose of receiving financial and other shareholder information

"Issuing Banks" means Barclays and such affiliates of Barclays as Barclays may in its discretion from time to time elect to cause to issue Letters of Credit subject to the approval of DIL, such approval not to be unreasonably withheld.

"Law" shall mean any law (including common law), constitution, statute, treaty, convention, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

"Lenders" means the Lenders party to the Credit Agreement, subject to the provisions of the Credit Agreement pertaining to Persons becoming or ceasing to be Lenders.

"Lender Parties" means the Lenders, the Issuing Banks, the Co-Agents and the Administrative Agent.

"Letter of Credit" means a letter of credit requested by DIL and issued by the Issuing Banks in accordance with the terms of the Credit Agreement.

"Letter of Credit Application" means an application by DIL in the form from time to time approved by the Issuing Bank requesting the Issuing Bank to issue a Letter of Credit.

(see continuation Sheet 7, page 1)

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## Particulars of a mortgage or charge (continued)

7

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

Please complete  
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Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

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

"Letter of Credit Reimbursement Obligation" with respect to a Letter of Credit means the obligation of DIL to reimburse the Issuing Bank for Letter of Credit Unreimbursed Draws, together with interest thereon.

"Letter of Credit Unreimbursed Draws" with respect to a Letter of Credit at any time means the aggregate amount at such time of all payments made by the Issuing Bank under such Letter of Credit, to the extent not repaid by DIL.

"Lien" shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security other than ordinary rights of set-off.

"Loan" shall mean any loan by a Lender to DIL under the Credit Agreement, and "Loans" shall mean all Loans made by the Lenders under the Credit Agreement.

"Loan Documents" shall mean the Credit Agreement (and any related transfer supplements), the Notes, the Letters of Credit, the Letter of Credit Applications, the Security Documents, the Guaranties, the Primark (Datastream) Agreement, the Subordination Agreement and the Definitions Agreement.

"Loan Obligations" shall mean all obligations from time to time of DIL or any other Loan Party to any Lender Party (including but not limited to obligations to the Collateral Agent, the Co-Agents or the Administrative Agent on their behalf), from time to time arising under or in connection with or related to or evidenced by or secured by the Credit Agreement or any other Loan Document, and all extensions, renewals or refinancings (other than refinancings to which no Lender is a party) thereof, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any

(see continuation Sheet 8, page 1)

# Particulars of a mortgage or charge (continued)

8

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

\*delete if  
inappropriate

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

Loan Party, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law). Without limitation of the foregoing, such obligations include the principal amount of Loans, interest, Letter of Credit Reimbursement Obligations, and fees, indemnities or expenses under or in connection with the Collateral Agency Agreement or any other Loan Document, and all extensions, renewals and refinancings (other than refinancings to which no Lender is a party) thereof, whether or not such Loans were made or Letters of Credit were issued in compliance with the terms and conditions of the Credit Agreement or in excess of the obligation of the Lenders to lend or the authority of any Issuing Bank to issue Letters of Credit. Loan Obligations shall remain such notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Loan Obligations or any interest therein.

"Loan Parties" means DIL, Primark, Primark Holding, Primark International, Primark U.K., the Guarantors, any other Shared Obligor from time to time, and any other Person who from time to time grants or purports to grant the Collateral Agent a Lien in any property for the benefit of the Lender Parties to secure the Loan Obligations or is a Deemed Guarantor with respect to a Guaranty Equivalent for the Loan Obligations.

"Notes" means the promissory notes of DIL executed and delivered under the provisions of the Credit Agreement or any promissory note issued in substitution therefor in accordance with provisions of the Credit Agreement, together with all extensions, renewals, refinancings (other than refinancings to which no Lender is a party) or refundings of any thereof in whole or part.

"Obligations" shall mean all Loan Obligations, all Interest Swap Obligations and Currency Swap Obligations, and all Collateral Agent Obligations.

"Person" means an individual, corporation, partnership, trust, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity.

"Primark" means Primark Corporation, a Michigan corporation.

(see continuation Sheet 9, page 1)

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

9

Continuation sheet No. \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Primark (Datastream) Agreement" means the Primark (Datastream) Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark Holding" means Primark Holding Corporation, a Delaware corporation and a wholly-owned subsidiary of Primark.

"Primark Hypothecation Agreement" means the Hypothecation Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark International" means Primark International Incorporated, a Delaware corporation, and a wholly-owned subsidiary of Primark Holding.

"Primark International Guaranty" means a Guaranty and Suretyship Agreement dated as of 25th September, 1992 executed and delivered by Primark International to the Collateral Agent as the same may be amended, modified and supplemented from time to time.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon.

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

"Secured Parties" means the Collateral Agent, the Lender Parties and the Swap Parties.

(see continuation Sheet 10, page 1)

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

10

Continuation sheet No \_\_\_\_\_  
to Form No. 395 and 410 (Scot)

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Security" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Security Documents" means the Collateral Agency Agreement, the Debenture, the Fixed and Floating Charge Debentures dated as of the 25th September, 1992 between DIL and the Collateral Agent, Datastream U.K. and the Collateral Agent, Datastream Ltd and the Collateral Agent, and the Security Agreements dated as of the 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, Primark Japan K.K. and the Collateral Agent, Primark International Inc. and the Collateral Agent, Primark Holding and the Collateral Agent, and Datastream Delaware and the Collateral Agent, the Primark Hypothecation Agreement, the Intercompany Security Agreements and the notes evidencing permitted intercompany indebtedness as set out in Annex 4 of the Definitions Agreement.

"Shared Obligor" means DIL, Primark, Primark Holdings, Primark International, Primark Japan K.K., Primark U.K., Datastream International, Inc., Datastream International (Japan) K.K., Datastream Ltd, Datastream U.K. and each other Person which may become a Shared Obligor in accordance with the provisions of the Collateral Agency Agreement.

"Shared Security Documents" means the Security Documents, the Guaranties, the Subordination Agreement, the Definitions Agreement, and any other agreements or instruments from time to time granting or purporting to grant the Collateral Agent a Lien in any property for the benefit of the Secured Parties to secure the Obligations, or constituting a Guaranty Equivalent for the Obligations, or subordinating any obligation to the Obligations, in each case pursuant to the Collateral Agency Agreement or otherwise.

"Subordination Agreement" means the Subordination Agreement dated as of 25th September, 1992 between Primark, Primark International and others as Subordinated Creditors and Primark U.K., DIL and others as Obligors.

(see continuation Sheet 11, page 1)

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## Particulars of a mortgage or charge (continued)

11

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

\*delete if  
inappropriate

limited\*

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

"Swap Parties" means the Interest Swap Party and the Currency Swap Party.

"Trade Marks" means trade marks and service marks and trading names, whether registered or not and the goodwill of the business or businesses in which they have been used.

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

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

I hereby certify that a mortgage or charge dated the 25th SEPTEMBER 1992  
and created by PRIMARK INFORMATION SERVICES U.K. LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to MELLON BANK, N.A. AS TRUSTEE FOR  
THE SECURED PARTIES

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 16th OCTOBER 1992

No. 2701093

Handwritten signature of Richard Neil Owens in dark ink.

RICHARD NEIL OWENS

an authorised officer

C.69a

16/10  
16/10

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

14/10 003  
395

Please do not  
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this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

M461C  
For official use

Company number

[X] [ ] [ ] [ ]

02701093 T

Name of company

\* PRIMARK INFORMATION SERVICES U.K. LIMITED

\* Insert full name  
of company

Date of creation of the charge

25th September, 1992

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

Collateral Agency Agreement dated 25th September, 1992 (the  
"Collateral Agency Agreement") between (1) Primark Information  
(see Continuation Sheet No. 1, page 1)

Amount secured by the mortgage or charge

The "Obligations" which are defined to mean all Loan Obligations,  
all Interest Swap Obligations and Currency Swap Obligations and all  
Collateral Agent Obligations.

69  
A Dalastream International Limited  
and/or etc to  
being the "Obligations" as defined in this Agreement

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

Mellon Bank N.A., Loan Administration, Three Mellon Bank Centre,  
Room 153-2332, Pittsburgh, P.A., U.S.A. as agent and trustee for the  
(see Continuation Sheet No. 1, page 3)

Postcode

15259-0003

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

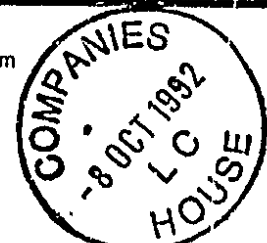
Linklaters & Paines  
Barrington House  
59-67 Gresham Street  
London EC2V 7JA  
(Ref: JMS/MSH)

For official Use  
Mortgage Section

REGISTERED

8 OCT 1992

Post room



Time critical reference

12/10

Short particulars of all the property mortgaged or charged

By way of continuing first priority Lien, all right, title and interest in and to the Shared Collateral Account, funds on deposit therein from time to time, all proceeds of the conversion thereof into cash, securities or other property, and all other proceeds thereof.

Notes:- The Collateral Agency Agreement provides that the Shared Obligors shall not create or suffer to exist any Lien on any amounts or investment held in the Shared Collateral Account other than the Lien in favour of the Collateral Agent described above.

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legibly, preferably  
in black type, or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Trinhlater + Parnis*

Date 8.10.1992

On behalf of ~~company~~ [mortgagee/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.

# Particulars of a mortgage or charge (continued)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

Services U.K. Limited ("Primark U.K."), DIL, Datastream Ltd, Datastream U.K. and the other Shared Obligors, (2) Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents for the Lender Parties, (3) Mellon Bank, N.A. as Collateral Agent and (4) the Interest Swap Parties and the Currency Swap Parties.

Note:- In this Form and in its Continuation Sheets, except to the extent that the context requires otherwise:-

"Administrative Agent" means Mellon Bank, N.A. as administrative agent for the Lenders and the Issuing Banks under the Credit Agreement and any successor Administrative Agent.

"Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital wherever situated.

"Co-Agents" means Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents for the Lenders and the Issuing Banks under the Credit Agreement and any successors as Co-Agents.

"Collateral Agent Obligations" means all obligations from time to time of any Shared Obligor to the Collateral Agent in its capacity as such (whether or not referred to in any Shared Security Document as constituting Collateral Agent Obligations) including but not limited to amounts payable pursuant to the Collateral Agency Agreement, in each case whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any Shared Obligor, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Credit Agreement" means the credit agreement dated as of 25th September, 1992 between DIL, Barclays Bank PLC and Mellon Bank, N.A. as Co-Agents, the Issuing Banks, the Administrative Agent and the Lenders named therein.

(see continuation Sheet 2, page 1)

Please do not  
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binding margin

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

delete if  
inappropriate

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  
old block lettering

Secured Parties (the "Collateral Agent") and all other persons from  
time to time the trustee or trustees for the Secured Parties.

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

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Currency Swap Agreement" means each currency hedging agreement between a Currency Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a joinder supplement has been executed by the Currency Swap Party in accordance with the Collateral Agency Agreement.

"Currency Swap Obligations" means all obligations from time to time of DIL to the Currency Swap Party under or in connection with the Currency Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Currency Swap Party" means Mellon Bank, N.A., Barclays Bank PLC and each other financial institution that becomes a party to the currency hedging agreements referred to in the recitals to the Collateral Agency Agreement.

"Datastream Ltd." means Datastream Limited.

"Datastream U.K." means Datastream Group Limited.

"Definitions Agreement" means the Definitions Agreement dated as of 25th September, 1992 between DIL, Datastream Ltd., Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents and others.

"DIL" means Datastream International Limited.

"Governmental Authority" means any governmental or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitration, in each case whether foreign or domestic.

(see continuation Sheet 3, page 1)

Please do not  
write in this  
binding margin

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

Continuation sheet No <sup>3</sup>  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Guaranties" means the Primark Holding Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark Holding and the Collateral Agent, the Primark International Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark International and the Collateral Agent, the Datastream Delaware Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Datastream International, Inc. and the Collateral Agent, the guarantees contained in the Fixed and Floating Charge Debentures between Datastream Ltd. and the Collateral Agent, Primark U.K. and the Collateral Agent and Datastream U.K. and the Collateral Agent, the guaranty agreement dated as of 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, and the guaranty agreement dated as of 25th September 1992 between Primark Japan K.K. and the Collateral Agent.

"Guarantors" means Primark Holding, Primark International, Primark U.K., Datastream U.K., Datastream Ltd, Datastream International, Inc., Datastream International (Japan) U.K. and Primark Japan K.K.

"Guaranty Equivalent" has the following meaning: a Person (the "Deemed Guarantor") shall be deemed to be subject to a Guaranty Equivalent in respect of any obligation (the "Assured Obligation") of another Person (the "Deemed Obligor") if the Deemed Guarantor directly or indirectly guarantees, becomes surety for, endorses, assumes, agrees to indemnify the Deemed Obligor against, or otherwise agrees, becomes or remains liable (contingently or otherwise) for, such Assured Obligation, in whole or in part. Without limitation, a Guaranty Equivalent shall be deemed to exist if a Deemed Guarantor agrees, becomes or remains liable (contingently or otherwise), directly or indirectly, to do any of the following: (a) to purchase or assume or to supply funds for the payment, purchase or satisfaction of, an Assured Obligation, (b) to make a loan, advance, capital contribution or other investment in, or to purchase or lease any property or services from, a Deemed Obligor (i) to maintain the solvency of the Deemed Obligor, (ii) to enable the Deemed Obligor to meet any other financial condition, (iii) to enable the Deemed Obligor to satisfy any Assured Obligation or to make any stock payment or any other payment, or (iv) to assure the holder of such Assured Obligation against loss, (c) to purchase or lease property or services from the Deemed Obligor regardless of the non-delivery of or failure to furnish such property or services, (d) in a transaction

(see continuation Sheet 4, page 1)

Please do not  
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binding margin

## Particulars of a mortgage or charge (continued)

4

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

having the characteristics of a take-or-pay or throughput contract or as described in paragraph 6 of FASB Statement of Financial Accounting Standards No. 7, or (e) in respect of any other transaction the effect of which is to assure the payment or performance (or payment of damages or other remedy in the event of nonpayment or nonperformance) in whole or in part of any Assured Obligation.

"Intercompany Security Agreements" means the intercompany security or similar agreements dated as of the 25th September, 1992 securing the acquisition intercompany notes as set out in Annex 4 to the Definitions Agreement of Primark (France) S.A. and Primark (Hong Kong) Ltd, as the same may be amended, modified or supplemented from time to time in accordance with the provisions of the Primark International Guaranty.

"Interest Rate Swap Agreement" means each interest rate hedging agreement between an Interest Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a joinder supplement has been executed by the Interest Swap Party in accordance with the Collateral Agency Agreement.

"Interest Swap Obligations" means all obligations from to time of DIL to the Interest Swap Party under or in connection with the Interest Rate Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Interest Swap Party" means Barclays Bank PLC and each financial institution that becomes a party to the interest rate hedging agreements referred to in the recitals to the Collateral Agency Agreement.

(see continuation Sheet 5, page 1)

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## Particulars of a mortgage or charge (continued)

5

Continuation sheet No. \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

\*delete if  
inappropriate

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Issuing Banks" means Barclays and such affiliates of Barclays as Barclays may in its discretion from time to time elect to cause to issue Letters of Credit subject to the approval of DIL, such approval not to be unreasonably withheld.

"Law" shall mean any law (including common law), constitution, statute, treaty, convention, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

"Lenders" means the Lenders party to the Credit Agreement, subject to the provisions of the Credit Agreement pertaining to Persons becoming or ceasing to be Lenders.

"Lender Parties" means the Lenders, the Issuing Banks, the Co-Agents and the Administrative Agent.

"Letter of Credit" means a letter of credit requested by DIL and issued by the Issuing Banks in accordance with the terms of the Credit Agreement.

"Letter of Credit Application" means an application by DIL in the form from time to time approved by the Issuing Bank requesting the Issuing Bank to issue a Letter of Credit.

"Letter of Credit Reimbursement Obligation" with respect to a Letter of Credit means the obligation of DIL to reimburse the Issuing Bank for Letter of Credit Unreimbursed Draws, together with interest thereon.

"Letter of Credit Unreimbursed Draws" with respect to a Letter of Credit at any time means the aggregate amount at such time of all payments made by the Issuing Bank under such Letter of Credit, to the extent not repaid by DIL.

"Lien" shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security other than ordinary rights of set-off.

(see continuation Sheet 6, page 1)

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binding margin

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

6

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

\*delete if  
inappropriate

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Loan" shall mean any loan by a Lender to DIL under the Credit Agreement, and "Loans" shall mean all Loans made by the Lenders under the Credit Agreement.

"Loan Documents" shall mean the Credit Agreement (and any related transfer supplements), the Notes, the Letters of Credit, the Letter of Credit Applications, the Security Documents, the Guaranties, the Primark (Datastream) Agreement, the Subordination Agreement and the Definitions Agreement.

"Loan Obligations" shall mean all obligations from time to time of DIL or any other Loan Party to any Lender Party (including but not limited to obligations to the Collateral Agent, the Co-Agents or the Administrative Agent on their behalf), from time to time arising under or in connection with or related to or evidenced by or secured by the Credit Agreement or any other Loan Document, and all extensions, renewals or refinancings (other than refinancings to which no Lender is a party) thereof, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any Loan Party, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law). Without limitation of the foregoing, such obligations include the principal amount of Loans, interest, Letter of Credit Reimbursement Obligations, and fees, indemnities or expenses under or in connection with the Collateral Agency Agreement or any other Loan Document, and all extensions, renewals and refinancings (other than refinancings to which no Lender is a party) thereof, whether or not such Loans were made or Letters of Credit were issued in compliance with the terms and conditions of the Credit Agreement or in excess of the obligation of the Lenders to lend or the authority of any Issuing Bank to issue Letters of Credit. Loan Obligations shall remain such notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Loan Obligations or any interest therein.

(see continuation Sheet 7, page 1)

# Particulars of a mortgage or charge (continued)

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7

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

\*delete if  
inappropriate

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Loan Parties" means DIL, Primark, Primark Holding, Primark International, Primark U.K., the Guarantors, any other Shared Obligor from time to time, and any other Person who from time to time grants or purports to grant the Collateral Agent a Lien in any property for the benefit of the Lender Parties to secure the Loan Obligations or is a Deemed Guarantor with respect to a Guaranty Equivalent for the Loan Obligations.

"Notes" means the promissory notes of DIL executed and delivered under the provisions of the Credit Agreement or any promissory note issued in substitution therefor in accordance with provisions of the Credit Agreement, together with all extensions, renewals, refinancings (other than refinancings to which no Lender is a party) or refundings of any thereof in whole or part.

"Person" means an individual, corporation, partnership, trust, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity.

"Primark" means Primark Corporation, a Michigan corporation.

"Primark (Datastream) Agreement" means the Primark (Datastream) Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark Holding" means Primark Holding Corporation, a Delaware corporation and a wholly-owned subsidiary of Primark.

"Primark Hypothecation Agreement" means the Hypothecation Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark International" means Primark International Incorporated, a Delaware corporation, and a wholly-owned subsidiary of Primark Holding.

(see continuation Sheet 8, page 1)

**Particulars of a mortgage or charge  
(continued)**Please do not  
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binding margin

8

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

\*delete if  
inappropriate

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

"Primark International Guaranty" means a Guaranty and Suretyship Agreement dated as of 25th September, 1992 executed and delivered by Primark International to the Collateral Agent as the same may be amended, modified and supplemented from time to time.

"Secured Parties" means the Collateral Agent, the Lender Parties and the Swap Parties.

"Security" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Security Documents" means the Collateral Agency Agreement, the Fixed and Floating Charge Debentures dated as of the 25th September, 1992 between DIL and the Collateral Agent, Primark U.K. and the Collateral Agent, Datastream U.K. and the Collateral Agent, and Datastream Ltd. and the Collateral Agent and the Security Agreements dated as of the 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, Primark Japan K.K. and the Collateral Agent, Primark International Inc. and the Collateral Agent, Primark Holding and the Collateral Agent, and Datastream Delaware and the Collateral Agent, the Primark Hypothecation Agreement, the Intercompany Security Agreements and the notes evidencing permitted intercompany indebtedness as set out in Annex 4 of the Definitions Agreement.

"Shared Collateral Account" means one or more deposit accounts established by the Collateral Agent in accordance with the provisions of the Collateral Agency Agreement.

"Shared Obligor" means DIL, Primark, Primark Holdings, Primark International, Primark Japan K.K., Primark U.K., Datastream International, Inc., Datastream International (Japan) K.K., Datastream Ltd, Datastream U.K. and each other Person which may become a Shared Obligor in accordance with the provisions of the Collateral Agency Agreement.

(see continuation Sheet 9, page 1)

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binding margin

# Particulars of a mortgage or charge (continued)

9

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

\*delete if  
inappropriate

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Shared Security Documents" means the Security Documents, the Guaranties, the Subordination Agreement, the Definitions Agreement, and any other agreements or instruments from time to time granting or purporting to grant the Collateral Agent a Lien in any property for the benefit of the Secured Parties to secure the Obligations, or constituting a Guaranty Equivalent for the Obligations, or subordinating any obligation to the Obligations, in each case pursuant to the Collateral Agency Agreement or otherwise.

"Subordination Agreement" means the Subordination Agreement dated as of 25th September, 1992 between Primark, Primark International and others as Subordinated Creditors and Primark U.K., DIL and others as Obligors.

"Swap Parties" means the Interest Swap Party and the Currency Swap Party.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 25th SEPTEMBER 1992  
and created by PRIMARK INFORMATION SERVICES U.K. LIMITED

for securing all moneys due or to become due from DATASTREAM INTERNATIONAL  
LIMITED OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MELLON BANK N.A. AS  
AGENT AND TRUSTEE FOR THE SECURED PARTIES (THE "COLLATERAL AGENT") AND ALL  
OTHER PERSONS FROM TIME TO TIME THE TRUSTEE OR TRUSTEES FOR THE SECURED  
PARTIES BEING THE "OBLIGATIONS" AS DEFINED IN THIS AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 15th OCTOBER 1992

No. 2701093

A handwritten signature in cursive script, appearing to read 'A.P. Goddard'.

A. P. GODDARD

an authorised officer

C.69

**M**

COMPANIES FORM No. 395

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

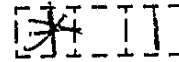
Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company

To the Registrar of Companies

For official use

Company number



02701093

Name of company

\* PRIMARK INFORMATION SERVICES U.K. LIMITED

Date of creation of the charge

25th September, 1992

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

Collateral Agency Agreement dated 25th September, 1992 (the  
"Collateral Agency Agreement") between (1) Primark Information  
(see Continuation Sheet No. 1, page 1)

Amount secured by the mortgage or charge

The "Obligations" which are defined to mean all Loan Obligations,  
all Interest Swap Obligations and Currency Swap Obligations and all  
Collateral Agent Obligations.

69  
and/or to Dalastream International Limited  
being the "Obligations" as defined in the Agreement

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

Mellon Bank N.A., Loan Administration, Three Mellon Bank Centre,  
Room 153-2332, Pittsburgh, P.A., U.S.A. as agent and trustee for the  
(see Continuation Sheet No. 1, page 3)

Postcode

15259-0003

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

Linklaters & Paines  
Barrington House  
59-67 Gresham Street  
London EC2V 7JA  
(Ref: JMS/MSH)

For official Use  
Mortgage Section**REGISTERED**

8 OCT 1992

Post room



12/10

Time critical reference

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

By way of continuing first priority Lien, all right, title and interest in and to the Shared Collateral Account, funds on deposit therein from time to time, all proceeds of the conversion thereof into cash, securities or other property, and all other proceeds thereof.

Notes:- The Collateral Agency Agreement provides that the Shared Obligor shall not create or suffer to exist any Lien on any amounts or investment held in the Shared Collateral Account other than the Lien in favour of the Collateral Agent described above.

Please do not  
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Please complete legibly, preferably in black type, or bold block lettering.

Particulars as to commission allowance or discount (note 3)

NIL

**Signed**

Limbblaters + Parnies

Date \_\_\_\_\_

8.10.1952

On behalf of ~~[company]~~ [mortgagee/chargee] it

† 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.

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

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

Services U.K. Limited ("Primark U.K."), DIL, Datastream Ltd, Datastream U.K. and the other Shared Obligors, (2) Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents for the Lender Parties, (3) Mellon Bank, N.A. as Collateral Agent and (4) the Interest Swap Parties and the Currency Swap Parties.

Note:- In this Form and in its Continuation Sheets, except to the extent that the context requires otherwise:-

"Administrative Agent" means Mellon Bank, N.A. as administrative agent for the Lenders and the Issuing Banks under the Credit Agreement and any successor Administrative Agent.

"Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital wherever situated.

"Co-Agents" means Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents for the Lenders and the Issuing Banks under the Credit Agreement and any successors as Co-Agents.

"Collateral Agent Obligations" means all obligations from time to time of any Shared Obligor to the Collateral Agent in its capacity as such (whether or not referred to in any Shared Security Document as constituting Collateral Agent Obligations) including but not limited to amounts payable pursuant to the Collateral Agency Agreement, in each case whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any Shared Obligor, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Credit Agreement" means the credit agreement dated as of 25th September, 1992 between DIL, Barclays Bank PLC and Mellon Bank, N.A. as Co-Agents, the Issuing Banks, the Administrative Agent and the Lenders named therein.

(see continuation Sheet 2, page 1)

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

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old block lettering

Secured Parties (the "Collateral Agent") and all other persons from  
time to time the trustee or trustees for the Secured Parties.

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## 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

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Currency Swap Agreement" means each currency hedging agreement between a Currency Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a joinder supplement has been executed by the Currency Swap Party in accordance with the Collateral Agency Agreement.

"Currency Swap Obligations" means all obligations from time to time of DIL to the Currency Swap Party under or in connection with the Currency Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Currency Swap Party" means Mellon Bank, N.A., Barclays Bank PLC and each other financial institution that becomes a party to the currency hedging agreements referred to in the recitals to the Collateral Agency Agreement.

"Datastream Ltd." means Datastream Limited.

"Datastream U.K." means Datastream Group Limited.

"Definitions Agreement" means the Definitions Agreement dated as of 25th September, 1992 between DIL, Datastream Ltd., Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents and others.

"DIL" means Datastream International Limited.

"Governmental Authority" means any governmental or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitration, in each case whether foreign or domestic.

(see continuation Sheet 3, page 1)

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## Particulars of a mortgage or charge (continued)

Continuation sheet No <sup>3</sup>  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Guaranties" means the Primark Holding Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark Holding and the Collateral Agent, the Primark International Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark International and the Collateral Agent, the Datastream Delaware Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Datastream International, Inc. and the Collateral Agent, the guarantees contained in the Fixed and Floating Charge Debentures between Datastream Ltd. and the Collateral Agent, Primark U.K. and the Collateral Agent and Datastream U.K. and the Collateral Agent, the guaranty agreement dated as of 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, and the guaranty agreement dated as of 25th September 1992 between Primark Japan K.K. and the Collateral Agent.

"Guarantors" means Primark Holding, Primark International, Primark U.K., Datastream U.K., Datastream Ltd, Datastream International, Inc., Datastream International (Japan) U.K. and Primark Japan K.K.

"Guaranty Equivalent" has the following meaning: a Person (the "Deemed Guarantor") shall be deemed to be subject to a Guaranty Equivalent in respect of any obligation (the "Assured Obligation") of another Person (the "Deemed Obligor") if the Deemed Guarantor directly or indirectly guarantees, becomes surety for, endorses, assumes, agrees to indemnify the Deemed Obligor against, or otherwise agrees, becomes or remains liable (contingently or otherwise) for, such Assured Obligation, in whole or in part. Without limitation, a Guaranty Equivalent shall be deemed to exist if a Deemed Guarantor agrees, becomes or remains liable (contingently or otherwise), directly or indirectly, to do any of the following: (a) to purchase or assume or to supply funds for the payment, purchase or satisfaction of, an Assured Obligation, (b) to make a loan, advance, capital contribution or other investment in, or to purchase or lease any property or services from, a Deemed Obligor (i) to maintain the solvency of the Deemed Obligor, (ii) to enable the Deemed Obligor to meet any other financial condition, (iii) to enable the Deemed Obligor to satisfy any Assured Obligation or to make any stock payment or any other payment, or (iv) to assure the holder of such Assured Obligation against loss, (c) to purchase or lease property or services from the Deemed Obligor regardless of the non-delivery of or failure to furnish such property or services, (d) in a transaction

(see continuation Sheet 4, page 1)

Please do not  
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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

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

having the characteristics of a take-or-pay or throughput contract or as described in paragraph 6 of FASB Statement of Financial Accounting Standards No. 47, or (e) in respect of any other transaction the effect of which is to assure the payment or performance (or payment of damages or other remedy in the event of nonpayment or nonperformance) in whole or in part of any Assured Obligation.

"Intercompany Security Agreements" means the intercompany security or similar agreements dated as of the 25th September, 1992 securing the acquisition intercompany notes as set out in Annex 4 to the Definitions Agreement of Primark (France) S.A. and Primark (Hong Kong) Ltd, as the same may be amended, modified or supplemented from time to time in accordance with the provisions of the Primark International Guaranty.

"Interest Rate Swap Agreement" means each interest rate hedging agreement between an Interest Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a joinder supplement has been executed by the Interest Swap Party in accordance with the Collateral Agency Agreement.

"Interest Swap Obligations" means all obligations from to time of DIL to the Interest Swap Party under or in connection with the Interest Rate Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Interest Swap Party" means Barclays Bank PLC and each financial institution that becomes a party to the interest rate hedging agreements referred to in the recitals to the Collateral Agency Agreement.

(see continuation Sheet 5, page 1)

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## Particulars of a mortgage or charge (continued)

5

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

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

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

\*delete if  
inappropriate

Limited\*

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

"Issuing Banks" means Barclays and such affiliates of Barclays as Barclays may in its discretion from time to time elect to cause to issue Letters of Credit subject to the approval of DIL, such approval not to be unreasonably withheld.

"Law" shall mean any law (including common law), constitution, statute, treaty, convention, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

"Lenders" means the Lenders party to the Credit Agreement, subject to the provisions of the Credit Agreement pertaining to Persons becoming or ceasing to be Lenders.

"Lender Parties" means the Lenders, the Issuing Banks, the Co-Agents and the Administrative Agent.

"Letter of Credit" means a letter of credit requested by DIL and issued by the Issuing Banks in accordance with the terms of the Credit Agreement.

"Letter of Credit Application" means an application by DIL in the form from time to time approved by the Issuing Bank requesting the Issuing Bank to issue a Letter of Credit.

"Letter of Credit Reimbursement Obligation" with respect to a Letter of Credit means the obligation of DIL to reimburse the Issuing Bank for Letter of Credit Unreimbursed Draws, together with interest thereon.

"Letter of Credit Unreimbursed Draws" with respect to a Letter of Credit at any time means the aggregate amount at such time of all payments made by the Issuing Bank under such Letter of Credit, to the extent not repaid by DIL.

"Lien" shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security other than ordinary rights of set-off.

(see continuation Sheet 6, page 1)

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## Particulars of a mortgage or charge (continued)

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

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Loan" shall mean any loan by a Lender to DIL under the Credit Agreement, and "Loans" shall mean all Loans made by the Lenders under the Credit Agreement.

"Loan Documents" shall mean the Credit Agreement (and any related transfer supplements), the Notes, the Letters of Credit, the Letter of Credit Applications, the Security Documents, the Guaranties, the Primark (Datastream) Agreement, the Subordination Agreement and the Definitions Agreement.

"Loan Obligations" shall mean all obligations from time to time of DIL or any other Loan Party to any Lender Party (including but not limited to obligations to the Collateral Agent, the Co-Agents or the Administrative Agent on their behalf), from time to time arising under or in connection with or related to or evidenced by or secured by the Credit Agreement or any other Loan Document, and all extensions, renewals or refinancings (other than refinancings to which no Lender is a party) thereof, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any Loan Party, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law). Without limitation of the foregoing, such obligations include the principal amount of Loans, interest, Letter of Credit Reimbursement Obligations, and fees, indemnities or expenses under or in connection with the Collateral Agency Agreement or any other Loan Document, and all extensions, renewals and refinancings (other than refinancings to which no Lender is a party) thereof, whether or not such Loans were made or Letters of Credit were issued in compliance with the terms and conditions of the Credit Agreement or in excess of the obligation of the Lenders to lend or the authority of any Issuing Bank to issue Letters of Credit. Loan Obligations shall remain such notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Loan Obligations or any interest therein.

(see continuation Sheet 7, page 1)

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## Particulars of a mortgage or charge (continued)

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

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Loan Parties" means DIL, Primark, Primark Holding, Primark International, Primark U.K., the Guarantors, any other Shared Obligor from time to time, and any other Person who from time to time grants or purports to grant the Collateral Agent a Lien in any property for the benefit of the Lender Parties to secure the Loan Obligations or is a Deemed Guarantor with respect to a Guaranty Equivalent for the Loan Obligations.

"Notes" means the promissory notes of DIL executed and delivered under the provisions of the Credit Agreement or any promissory note issued in substitution therefor in accordance with provisions of the Credit Agreement, together with all extensions, renewals, refinancings (other than refinancings to which no Lender is a party) or refundings of any thereof in whole or part.

"Person" means an individual, corporation, partnership, trust, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity.

"Primark" means Primark Corporation, a Michigan corporation.

"Primark (Datastream) Agreement" means the Primark (Datastream) Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark Holding" means Primark Holding Corporation, a Delaware corporation and a wholly-owned subsidiary of Primark.

"Primark Hypothecation Agreement" means the Hypothecation Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark International" means Primark International Incorporated, a Delaware corporation, and a wholly-owned subsidiary of Primark Holding.

(see continuation Sheet 8, page 1)

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## Particulars of a mortgage or charge (continued)

8

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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inappropriate

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

"Primark International Guaranty" means a Guaranty and Suretyship Agreement dated as of 25th September, 1992 executed and delivered by Primark International to the Collateral Agent as the same may be amended, modified and supplemented from time to time.

"Secured Parties" means the Collateral Agent, the Lender Parties and the Swap Parties.

"Security" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Security Documents" means the Collateral Agency Agreement, the Fixed and Floating Charge Debentures dated as of the 25th September, 1992 between DIL and the Collateral Agent, Primark U.K. and the Collateral Agent, Datastream U.K. and the Collateral Agent, and Datastream Ltd. and the Collateral Agent and the Security Agreements dated as of the 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, Primark Japan K.K. and the Collateral Agent, Primark International Inc. and the Collateral Agent, Primark Holding and the Collateral Agent, and Datastream Delaware and the Collateral Agent, the Primark Hypothecation Agreement, the Intercompany Security Agreements and the notes evidencing permitted intercompany indebtedness as set out in Annex 4 of the Definitions Agreement.

"Shared Collateral Account" means one or more deposit accounts established by the Collateral Agent in accordance with the provisions of the Collateral Agency Agreement.

"Shared Obligor" means DIL, Primark, Primark Holdings, Primark International, Primark Japan K.K., Primark U.K., Datastream International, Inc., Datastream International (Japan) K.K., Datastream Ltd, Datastream U.K. and each other Person which may become a Shared Obligor in accordance with the provisions of the Collateral Agency Agreement.

(see continuation Sheet 9, page 1)

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## Particulars of a mortgage or charge (continued)

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

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Shared Security Documents" means the Security Documents, the Guaranties, the Subordination Agreement, the Definitions Agreement, and any other agreements or instruments from time to time granting or purporting to grant the Collateral Agent a Lien in any property for the benefit of the Secured Parties to secure the Obligations, or constituting a Guaranty Equivalent for the Obligations, or subordinating any obligation to the Obligations, in each case pursuant to the Collateral Agency Agreement or otherwise.

"Subordination Agreement" means the Subordination Agreement dated as of 25th September, 1992 between Primark, Primark International and others as Subordinated Creditors and Primark U.K., DIL and others as Obligors.

"Swap Parties" means the Interest Swap Party and the Currency Swap Party.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 25th SEPTEMBER 1992  
and created by PRIMARK INFORMATION SERVICES U.K. LIMITED

*CANCELLED*

for securing all moneys due or to become due from DATASTREAM INTERNATIONAL  
LIMITED OR ANY OF THE OTHER COMPANIES NAMED THEREIN to MELLON BANK N.A. AS  
AGENT AND TRUSTEE FOR THE SECURED PARTIES (THE "COLLATERAL AGENT") AND ALL  
OTHER PERSONS FROM TIME TO TIME THE TRUSTEE OR TRUSTEES FOR THE SECURED  
PARTIES BEING THE "OBLIGATIONS" AS DEFINED IN THIS AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 15th OCTOBER 1992

No. 2701093

*A.P. Goddard*

A. P. GODDARD

an authorised officer

C.69

*This certificate has been cancelled  
in favour of a new certificate dated 15th October 1992  
P. Jones (P. Jones)  
Authorised officer  
11-11-92*



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Collateral Agency Agreement dated the  
25th SEPTEMBER 1992 and created by PRIMARK INFORMATION SERVICES U.K.  
LIMITED for securing the "Obligations" as defined in The Definitions  
Agreement dated 25th SEPTEMBER 1992

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 15th OCTOBER 1992

No. 2701093

P. JONES

an authorised officer

*Post 11/10/92*

**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

(2)

13/10

**395**Please do not  
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this margin

Pursuant to section 395 of the Companies Act 1985

MB3C

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

02701093

T

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

\* insert full name  
of company

Date of creation of the charge

25th September 1992

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

Fixed and Floating Charge Debenture dated 25th September 1992 (the  
"Debenture") between Primark Information Services U.K. Limited  
(see continuation Sheet 1, page 1)

Amount secured by the mortgage or charge

The "Liabilities" which is defined as meaning the Obligations,  
whether or not any such Obligation is owing or incurred alone or  
jointly, or jointly and severally with any other Person, whether  
actually or contingently and whether as principal debtor,  
guarantor, surety or otherwise.

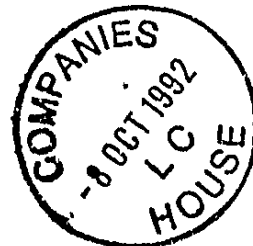
Names and addresses of the mortgagees or persons entitled to the charge

~~Mellon Bank, N.A. of 1 Mellon Bank Center, Pittsburgh, Pennsylvania,~~  
~~U.S.A., a national banking association as trustee~~  
(see continuation Sheet 1, page 3) Postcode 15258-0001Presentor's name address and  
reference (if any):Linklaters & Paines  
Barrington House  
59-67 Gresham Street  
London EC2V 7JA  
Ref: JMS/SMWFor official Use  
Mortgage Section

REGISTERED

- 8 OCT 1992

Post room



Time critical reference

15/10/92  
3

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## 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

02701033

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

\*delete if  
inappropriate

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

("Primark U.K.") and Mellon Bank, N.A. as trustee for the Secured Parties.

Note:- In this Form and in its Continuation Sheets, except to the extent that the context requires otherwise:-

"Administrative Agent" means Mellon Bank, N.A. as administrative agent for the Lenders and the Issuing Banks under the Credit Agreement and any successor Administrative Agent.

"Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital wherever situated.

"Book Debts" means balances now or hereafter standing to the credit of any current, deposit or other accounts now or hereafter held by Primark U.K. with any Person (including the Secured Parties) and all other book and other debts of any nature whatsoever now or hereafter due or owing to Primark U.K. and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto.

"Charges" means all or any of the security created or which may at any time be created by or pursuant to the Debenture.

"Charged Assets" means, subject to provisions of the Debenture, Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets

"Co-Agents" means Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents for the Lenders and the Issuing Banks under the Credit Agreement and any successors as Co-Agents.

"Collateral Agency Agreement" means the Collateral Agency Agreement dated as of the 25th September, 1992 between DIL, the other Shared Obligors referred to therein, the Lender Parties, the Swap Parties and the Collateral Agent, as the same may be amended, supplemented or modified from time to time.

(see continuation Sheet 2, page 1)

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

for the Secured Parties (the "Collateral Agent") and all other persons  
from time to time and for the time being the trustee or trustees for the  
Secured Parties.

- (c) all its present and future uncalled capital;
  - (d) all its present and future Intellectual Property and Copyrights and the benefit of all present and future licences and sub-licences of Intellectual Property and Copyrights granted either by or to it save, for the avoidance of doubt, for any physical media embodying the same;
- (2) By way of assignment (subject to the provision for re-assignment contained in the Debenture):-
- (i) all its present and future Rights, title and interest in the Guarantee and Dividend Agreement dated 25th September, 1992 between DIL, Datastream Ltd, Datastream U.K. and Primark U.K.;
  - (ii) all its present and future Rights, title and interest in the Post Closing Loan Stock Guarantee dated as of 25th September, 1992 between DIL and Primark U.K.;
  - (iii) all its present and future Rights, title and interest to or in the current account number 11114188 at Chase Manhattan Bank, London, all interest from time to time accrued or accruing on such account and the debt represented thereby together with all sums of money which may now or in the future be held in or credited to such account;
- (3) By way of first floating charge, its undertaking and all its Assets, both present and future (including Assets referred to in paragraphs (1) and (2) above).

NOTE:

The Debenture provides that Primark U.K. shall not at any time create, incur, assume or permit to exist any Lien on any of its property (owned at the date of execution of the Debenture or acquired after that date), or agree, become or remain liable (contingently or otherwise) to do any of the above, except for certain exceptions described in the Primark International Guaranty.

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## 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

02701093

\*delete if  
inappropriate

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

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

"Collateral Agent Obligations" means all obligations from time to time of any Shared Obligor to the Collateral Agent in its capacity as such (whether or not referred to in any Shared Security Document as constituting Collateral Agent Obligations) including but not limited to amounts payable pursuant to the Collateral Agency Agreement, in each case whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any Shared Obligor, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

"Copyrights" means all copyrights and any associated or similar rights which may now or hereafter exist.

"Credit Agreement" means the credit agreement dated as of 25th September, 1992 between DIL, Barclays Bank PLC and Mellon Bank, N.A. as Co-Agents, the Issuing Banks, the Administrative Agent and the Lenders named therein.

"Currency Swap Agreement" means each currency hedging agreement between a Currency Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a joinder supplement has been executed by the Currency Swap Party in accordance with the Collateral Agency Agreement.

"Currency Swap Obligations" means all obligations from time to time of DIL to the Currency Swap Party under or in connection with the Currency Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

(see continuation Sheet 3, page 1)

Please do not  
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# Particulars of a mortgage or charge (continued)

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

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Currency Swap Party" means Mellon Bank, N.A., Barclays Bank PLC and each other financial institution that becomes a party to the currency hedging agreements referred to in the recitals to the Collateral Agency Agreement.

"Datastream Companies" means the Datastream Holding Companies and the Datastream Operating Companies.

"Datastream Holding Companies" means, collectively, Primark Holding, Primark International, Primark UK, Datastream UK, Datastream Ltd., Primark Japan K.K., Primark Hong Kong Ltd, Primark Australia Pty Ltd and Primark France S.A..

"Datastream Ltd" means Datastream Limited.

"Datastream Operating Companies" means, collectively, DIL, Datastream International (Japan) K.K., Datastream International (Hong Kong) Ltd, Datastream International (Switzerland) Ltd, Datastream International (Australia) Pty Ltd, Datastream International (France) S.A., Datastream International GmbH and Datastream International Inc..

"Datastream U.K" means Datastream Group Limited.

"Definitions Agreement" means the Definitions Agreement dated as of 25th September, 1992 between DIL, Primark U.K., Mellon Bank, N.A. and Barclays Bank PLC as Co-Agents and others.

"DIL" means Datastream International Limited.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings), growing crops, and fixed plant, machinery and apparatus.

"Governmental Authority" means any governmental or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitration, in each case whether foreign or domestic.

(see continuation Sheet 4, page 1)

Please do not  
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binding margin

# Particulars of a mortgage or charge (continued)

4

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

\*delete if  
inappropriate

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

"Guaranties" means the Primark Holding Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark Holding and the Collateral Agent, the Primark International Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Primark International and the Collateral Agent, the Datastream Delaware Guaranty and Suretyship Agreement dated as of 25th September, 1992 between Datastream International, Inc. and the Collateral Agent, the guarantee contained in the Debenture, the guarantees contained in the Fixed and Floating Charge Debentures between Datastream U.K. and the Collateral Agent and Datastream Ltd and the Collateral Agent, the guaranty agreement dated as of 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, and the guaranty agreement dated as of 25th September 1992 between Primark Japan K.K. and the Collateral Agent.

"Guarantors" means Primark Holding, Primark International, Primark U.K., Datastream U.K., Datastream Ltd, Datastream International, Inc., Datastream International (Japan) U.K. and Primark Japan K.K.

"Guaranty Equivalent" has the following meaning: a Person (the "Deemed Guarantor") shall be deemed to be subject to a Guaranty Equivalent in respect of any obligation (the "Assured Obligation") of another Person (the "Deemed Obligor") if the Deemed Guarantor directly or indirectly guarantees, becomes surety for, endorses, assumes, agrees to indemnify the Deemed Obligor against, or otherwise agrees, becomes or remains liable (contingently or otherwise) for, such Assured Obligation, in whole or in part. Without limitation, a Guaranty Equivalent shall be deemed to exist if a Deemed Guarantor agrees, becomes or remains liable (contingently or otherwise), directly or indirectly, to do any of the following: (a) to purchase or assume or to supply funds for the payment, purchase or satisfaction of, an Assured Obligation, (b) to make a loan, advance, capital contribution or other investment in, or to purchase or lease any property or services from, a Deemed Obligor (i) to maintain the solvency of the Deemed Obligor, (ii) to enable the Deemed Obligor to meet any other financial condition, (iii) to enable the Deemed Obligor to satisfy any Assured Obligation or to make any stock payment or any other payment, or (iv) to assure the holder of such Assured Obligation against loss, (c) to purchase or lease property or services from the Deemed Obligor regardless of the non-delivery of or failure to furnish such property or services, (d) in a transaction

(see continuation Sheet 5, page 1)

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## Particulars of a mortgage or charge (continued)

5

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

having the characteristics of a take-or-pay or throughput contract or as described in paragraph 6 of FASB Statement of Financial Accounting Standards No. 47, or (e) in respect of any other transaction the effect of which is to assure the payment or performance (or payment of damages or other remedy in the event of nonpayment or nonperformance) in whole or in part of any Assured Obligation.

"Intellectual Property" means patents, registered and unregistered designs, Trademarks, confidential information, know-how or trade secrets and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor) but excluding Copyrights.

"Intercompany Security Agreements" means the intercompany security or similar agreements dated as of the 25th September, 1992 securing the acquisition intercompany notes as set out in Annex 4 to the Definitions Agreement of Primark (France) S.A. and Primark (Hong Kong) Ltd, as the same may be amended, modified or supplemented from time to time in accordance with the provisions of the Primark International Guaranty.

"Interest Rate Swap Agreement" means each interest rate hedging agreement between an Interest Swap Party and DIL (as the same may be modified, amended or supplemented from time to time) as to which a Joinder Supplement has been executed by the Interest Swap Party in accordance with the Collateral Agency Agreement.

"Interest Swap Obligations" means all obligations from to time of DIL to the Interest Swap Party under or in connection with the Interest Rate Swap Agreement, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to DIL, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law).

(see continuation Sheet 6, page 1)

Please do not  
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binding margin

## Particulars of a mortgage or charge (continued)

6

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

02701093

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

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Interest Swap Party" means Barclays Bank PLC and each financial institution that becomes a party to the interest rate hedging agreements referred to in the recitals to the Collateral Agency Agreement.

"Investments" means (1) shares, stock and debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit), (2) warrants, options or other Rights to subscribe for, purchase, call for delivery of or otherwise acquire shares, stock or debentures, (3) all Rights relating to shares, stock or debentures which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager or other similar Person whether or not on a fungible basis (including rights against any such Person) and (4) any other securities in, of or created by any Person, but excluding single shares (or other de minimis holdings) in quoted companies held by Primark U.K. for the sole purpose of receiving financial and other shareholder information

"Issuing Banks" means Barclays and such affiliates of Barclays as Barclays may in its discretion from time to time elect to cause to issue Letters of Credit subject to the approval of DIL, such approval not to be unreasonably withheld.

"Law" shall mean any law (including common law), constitution, statute, treaty, convention, regulation, rule, ordinance, order, injunction, writ, decree or award of any Governmental Authority.

"Lenders" means the Lenders party to the Credit Agreement, subject to the provisions of the Credit Agreement pertaining to Persons becoming or ceasing to be Lenders.

"Lender Parties" means the Lenders, the Issuing Banks, the Co-Agents and the Administrative Agent.

"Letter of Credit" means a letter of credit requested by DIL and issued by the Issuing Banks in accordance with the terms of the Credit Agreement.

"Letter of Credit Application" means an application by DIL in the form from time to time approved by the Issuing Bank requesting the Issuing Bank to issue a Letter of Credit.

(see continuation Sheet 7, page 1)

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

7

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited\*

\*delete if  
inappropriate

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

"Letter of Credit Reimbursement Obligation" with respect to a Letter of Credit means the obligation of DIL to reimburse the Issuing Bank for Letter of Credit Unreimbursed Draws, together with interest thereon.

"Letter of Credit Unreimbursed Draws" with respect to a Letter of Credit at any time means the aggregate amount at such time of all payments made by the Issuing Bank under such Letter of Credit, to the extent not repaid by DIL.

"Lien" shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security other than ordinary rights of set-off.

"Loan" shall mean any loan by a Lender to DIL under the Credit Agreement, and "Loans" shall mean all Loans made by the Lenders under the Credit Agreement.

"Loan Documents" shall mean the Credit Agreement (and any related transfer supplements), the Notes, the Letters of Credit, the Letter of Credit Applications, the Security Documents, the Guaranties, the Primark (Datastream) Agreement, the Subordination Agreement and the Definitions Agreement.

"Loan Obligations" shall mean all obligations from time to time of DIL or any other Loan Party to any Lender Party (including but not limited to obligations to the Collateral Agent, the Co-Agents or the Administrative Agent on their behalf), from time to time arising under or in connection with or related to or evidenced by or secured by the Credit Agreement or any other Loan Document, and all extensions, renewals or refinancings (other than refinancings to which no Lender is a party) thereof, whether such obligations are direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency or similar proceedings with respect to any

(see continuation Sheet 8, page 1)

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# Particulars of a mortgage or charge (continued)

8

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

limited

\*delete if  
inappropriate

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

Loan Party, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law). Without limitation of the foregoing, such obligations include the principal amount of Loans, interest, Letter of Credit Reimbursement Obligations, and fees, indemnities or expenses under or in connection with the Collateral Agency Agreement or any other Loan Document, and all extensions, renewals and refinancings (other than refinancings to which no Lender is a party) thereof, whether or not such Loans were made or Letters of Credit were issued in compliance with the terms and conditions of the Credit Agreement or in excess of the obligation of the Lenders to lend or the authority of any Issuing Bank to issue Letters of Credit. Loan Obligations shall remain such notwithstanding any assignment or transfer or any subsequent assignment or transfer of any of the Loan Obligations or any interest therein.

"Loan Parties" means DIL, Primark, Primark Holding, Primark International, Primark U.K., the Guarantors, any other Shared Obligor from time to time, and any other Person who from time to time grants or purports to grant the Collateral Agent a Lien in any property for the benefit of the Lender Parties to secure the Loan Obligations or is a Deemed Guarantor with respect to a Guaranty Equivalent for the Loan Obligations.

"Notes" means the promissory notes of DIL executed and delivered under the provisions of the Credit Agreement or any promissory note issued in substitution therefor in accordance with provisions of the Credit Agreement, together with all extensions, renewals, refinancings (other than refinancings to which no Lender is a party) or refundings of any thereof in whole or part.

"Obligations" shall mean all Loan Obligations, all Interest Swap Obligations and Currency Swap Obligations, and all Collateral Agent Obligations.

"Person" means an individual, corporation, partnership, trust, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity.

"Primark" means Primark Corporation, a Michigan corporation.

(see continuation Sheet 9, page 1)

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# Particulars of a mortgage or charge (continued)

9

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Primark (Datastream) Agreement" means the Primark (Datastream) Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark Holding" means Primark Holding Corporation, a Delaware corporation and a wholly-owned subsidiary of Primark.

"Primark Hypothecation Agreement" means the Hypothecation Agreement dated as of the 25th September, 1992 between Primark and the Collateral Agent as the same may be amended, modified or supplemented from time to time.

"Primark International" means Primark International Incorporated, a Delaware corporation, and a wholly-owned subsidiary of Primark Holding.

"Primark International Guaranty" means a Guaranty and Suretyship Agreement dated as of 25th September, 1992 executed and delivered by Primark International to the Collateral Agent as the same may be amended, modified and supplemented from time to time.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon.

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

"Secured Parties" means the Collateral Agent, the Lender Parties and the Swap Parties.

(see continuation Sheet 10, page 1)

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## Particulars of a mortgage or charge (continued)

10

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

Limited\*

\*delete if  
inappropriate

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

"Security" means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, including but not limited to any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security.

"Security Documents" means the Collateral Agency Agreement, the Debenture, the Fixed and Floating Charge Debentures dated as of the 25th September, 1992 between DIL and the Collateral Agent, Datastream U.K. and the Collateral Agent, Datastream Ltd and the Collateral Agent, and the Security Agreements dated as of the 25th September, 1992 between Datastream International (Japan) K.K. and the Collateral Agent, Primark Japan K.K. and the Collateral Agent, Primark International Inc. and the Collateral Agent, Primark Holding and the Collateral Agent, and Datastream Delaware and the Collateral Agent, the Primark Hypothecation Agreement, the Intercompany Security Agreements and the notes evidencing permitted intercompany indebtedness as set out in Annex 4 of the Definitions Agreement.

"Shared Obligor" means DIL, Primark, Primark Holdings, Primark International, Primark Japan K.K., Primark U.K., Datastream International, Inc., Datastream International (Japan) K.K., Datastream Ltd, Datastream U.K. and each other Person which may become a Shared Obligor in accordance with the provisions of the Collateral Agency Agreement.

"Shared Security Documents" means the Security Documents, the Guaranties, the Subordination Agreement, the Definitions Agreement, and any other agreements or instruments from time to time granting or purporting to grant the Collateral Agent a Lien in any property for the benefit of the Secured Parties to secure the Obligations, or constituting a Guaranty Equivalent for the Obligations, or subordinating any obligation to the Obligations, in each case pursuant to the Collateral Agency Agreement or otherwise.

"Subordination Agreement" means the Subordination Agreement dated as of 25th September, 1992 between Primark, Primark International and others as Subordinated Creditors and Primark U.K., DIL and others as Obligors.

(see continuation Sheet 11, page 1)

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

11

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company number

02701093

Name of company

PRIMARK INFORMATION SERVICES U.K. LIMITED

\*delete if  
inappropriate

limited\*

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

"Swap Parties" means the Interest Swap Party and the Currency Swap Party.

"Trade Marks" means trade marks and service marks and trading names, whether registered or not and the goodwill of the business or businesses in which they have been used.



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 25th SEPTEMBER 1992  
and created by PRIMARK INFORMATION SERVICES U.K. LIMITED

*CANCELLED*

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to MELLON BANK, N.A. AS TRUSTEE FOR  
THE SECURED PARTIES

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 16th OCTOBER 1992

No. 2701093

*This certificate has been*

*Cancelled - favour of a new  
certificate dated 16th October*

*R. N. Owens*

RICHARD NEIL OWENS

an authorised officer

C.69a

*16/10  
11/11*

*1992. Jones (P-Jones)*

*Authorised officer*

*11-11-1992*



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

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

I hereby certify that a fixed and floating charge dated 25th  
SEPTEMBER 1992 and created by PRIMARK INFORMATION SERVICES U.K.  
LIMITED

for securing the liabilities meaning the obligations as defined in the  
definitions agreement dated 25th SEPTEMBER 1992

was registered pursuant to chapter I Part XII of the Companies Act  
1985, on the 8th OCTOBER 1992

Given under my hand at the Companies Registration Office, Cardiff the  
16th OCTOBER 1992

No. 2701093

P. JONES

an authorised officer

*Post 11/11/92*

# M

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

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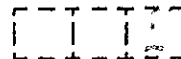
Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2701093

Name of company

\* Primark Information Services U.K. Limited

\* insert full name  
of company

I, DOROTA MARIA WARREN,  
MONMOUTH HOUSE, 58-64 CITY ROAD, LONDON EC1Y 2AL

† delete as  
appropriate

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] [part] 125-7-92

‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.

Date and Description of charge: Fixed and Floating Charge Debenture

Date of Registration: 8 October 1992

§ the date of  
registration may be  
confirmed from the  
certificate

Name and address of [charged] trustee for the debenture holders Secured Creditors Mellon Bank, N.A.,

One Mellon Bank Center, Room 151-4530, Pittsburgh, P.A. 15258-0001, U.S.A.

Short particulars of property charged: The whole of the company's undertaking and assets.

§ insert brief  
details of  
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at MONMOUTH HOUSE,  
58-64 CITY ROAD,  
LONDON EC1Y 2AL

Declarant to sign below

the SIXTH day of DECEMBER  
one thousand nine hundred and NINETY-FOUR  
before me [Signature]

D. Warren

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

R.G. ROSSER NOTARY PUBLIC LONDON

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

DOROTA WARREN  
MONMOUTH HOUSE  
58-64 CITY ROAD  
LONDON EC1Y 2AL

For official Use  
Mortgage Section

Post room

REGISTERED

-7 DEC 1994

