

Short particulars of all the property mortgaged or charged

Please see Rider 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

CM Camm McHenry

Date

6 August 1999

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

**RIDERS 1 AND 2 TO FORM M395 - PARTICULARS OF MORTGAGE OR
CHARGE**

Company name: Financial Dynamics Holdings Limited

Company number: 3345319

Definitions

"Arranger" First Union Capital Markets Corporation;

"Banks" the Agent, the Arranger, Heller Financial, Inc., Suntrust Bank, Atlanta, Bankers Trust Company, Bank One, NA, TransAmerica Business Credit Corporation, First Union National Bank and such other banks and/or financial institutions to whom indebtedness and/or liabilities (whether present, future, actual or contingent) of the company under the Credit Agreement may from time to time subsist or any of them.

"Credit Agreement" an agreement dated 8th July 1999 and made between the Company and another (1), the Banks (2) and the Agent and others (3) which expression shall include the credit agreement as the same may howsoever, from time to time be varied, amended, supplemented, substituted, novated or assigned.

"Notes" the Foreign Currency Revolving Credit Notes, the Foreign Currency Acquisition Notes and the Sterling Term Notes (as each such term is defined in the Credit Agreement).

"Permitted Lien" as defined in the Credit Agreement.

"Person" any corporation, association, joint venture, partnership, limited liability company, organisation, business, individual, trust, government or agency or political subdivision thereof or any other legal entity.

"Securities" all stocks, shares and/or other securities legally and/or beneficially owned by the Company or any nominee from time to time including without limitation all dividends, benefits, property, rights, accretions, monies, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and all other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise.

"UK Borrower" Lighthouse Holdings (UK) Limited

Rider 1

Amount secured by the mortgage or charge.

1. All indebtedness and monies and the discharge of all obligations and liabilities whatsoever, in whatever currency denominated, whether actual or contingent, present or future, which may at the time of the creation of the Mortgage Debenture or thereafter be due, owing or incurred by the UK Borrower to the Banks under or in connection with the Credit Agreement or the Notes or under the Mortgage Debenture and whether on any current or other account (whether alone or jointly and whether as principal or surety), together with all costs (including legal costs), charges, expenses and damages sustained or incurred by the Banks, or any of them, in connection with the enforcement, defence or protection of the security constituted by the Mortgage Debenture or the appointment of any receiver, delegate or sub-delegate under the Mortgage Debenture or the pursuit of any rights therein contained or under or in connection with the Credit Agreement, the Notes, the Mortgage Debenture or the Charged Property (as hereinafter defined) in each case on a full indemnity basis.
2. All other monetary conditions, covenants and obligations of the UK Borrower contained in the Mortgage Debenture and / or in the Credit Agreement and / or the Notes as shall not have been paid, performed or discharged at the time a demand is made by the Bank under the Mortgage Debenture (paragraphs 1 and 2 together the "Obligations")
3. All and any costs (including legal costs), charges, losses, expenses and damages incurred by the Banks, or any of them, as a result of any failure by the UK Borrower to carry out any of the Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever
4. All costs (including legal costs), charges, expenses and damages sustained or incurred in connection with the enforcement, defence or protection of the security constituted by the Mortgage Debenture or the appointment of any Receiver, delegate or sub-delegate under the Mortgage Debenture or the pursuit of any rights contained in the Mortgage Debenture or in connection with the Credit Agreement, the Mortgage Debenture or the Charged Property, in each case on a full or indemnity basis.
5. All other obligations and liabilities whether actual or contingent at the time of creation of the Mortgage Debenture or thereafter due owing or incurred by the Company under or in connection with the Supplemental Mortgage Debenture.
6. Interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation or winding-up of the Company) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the Credit Agreement and, in the case of any sum payable under paragraph 2 above at the relevant default rate specified in clause 2.8(b) of the Credit Agreement; PROVIDED THAT, in relation to such costs,

charges, expenses, and damages and other sums as are mentioned in paragraph 2 above interest shall accrue and be payable as from the date on which the same are paid by any Bank, any Receiver, delegate or sub-delegate as therein mentioned or became due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof.

Rider 2

Short particulars of all the property mortgaged or charged.

Particulars of all the Property Charged

- A. As a continuing security for all the respective liabilities and obligations described above:
- (i) by way of fixed equitable charge all estates or interests in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to the Company and all licences at the time of creation of the Supplemental Mortgage Debenture or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by the Company and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged thereunder (the "Equitably Charged Property") and/or the proceeds of sale thereof;
 - (ii) by way of fixed charge all book debts and other monetary debts and claims at the time of creation of the Supplemental Mortgage Debenture and from time to time due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of the Company to and in any policies of insurance and the proceeds thereof (the "Book and other Debts");
 - (iii) by way of fixed charge all Securities together with all bills of exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to the Company;
 - (iv) by way of fixed charge the uncalled capital, goodwill, (which shall include all brand names) licences, trademarks and service marks (which shall include without limitation all symbols, representations or similar patterns of a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights at the time of creation of the Supplemental Mortgage Debenture or at any time during the continuance of this security belonging to the Company (the "Goodwill and Intellectual Property");
 - (v) by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986;

- (vi) by way of floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present or future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under paragraphs (i) - (v) (inclusive) above and (vii) below if and in so far as the mortgage or charges thereon herein contained shall for any reason be ineffective as fixed charges or security (all such property assets and rights hereinafter called the "Property charged by way of Floating Charge" and together with the Equitably Charged Property, the Book and other Debts, the Securities, the Goodwill and Intellectual Property, the Documents (as hereinafter defined) and all other property hereby mortgaged or charged collectively called the "Charged Property" which expression shall be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit);
- (vii) all or any contracts, documents or agreements that the Company may at the time of creation of the Supplemental Mortgage Debenture or thereafter be or become a party to in connection with any transaction or series of related transactions, consummated on or after the date of the Credit Agreement by which Lighthouse Holdings Inc directly, or indirectly through one or more of its subsidiaries (i) acquires any going business or all or substantially all of the assets of any Person, whether through purchase of assets, merger or otherwise, or (ii) acquires securities or other ownership interests of any Person having at least a majority of combined voting power of the then outstanding securities or other ownership interests of such Person (the "Documents"), including without limitation:-
 - (a) right to demand and receive all monies whatsoever payable to or for the benefit of the Company under or arising from the Documents;
 - (b) all remedies provided for in the Documents or available at law or in equity;
 - (c) right of the Company to compel performance of the Documents; and
 - (d) other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Documents.

N.B. The Mortgage Debenture, as incorporated by Clause 4 of the Supplemental Mortgage Debenture, contains provisions whereby the Company covenants and agrees that it will not without the prior consent in writing of the Agent:-

- (a) create or attempt to create or permit to subsist any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising but shall not include any Permitted Lien (a "Security

Interest”), or permit any other proprietary right or interest to arise on or affect the Charge Property or any part thereof or any interest therein; or

- (b) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Property or any part thereof or any interest therein or attempt or agree so to do whether by a single or a series of transactions save that this provision shall not apply to such of the Charged Property as is charged pursuant to Clause 3.1.6 of the Mortgage Debenture (i.e. the Floating Charge as incorporated by Clause 3.1 of the Supplemental Mortgage Debenture) only and not otherwise where any such disposals are made in the ordinary course of trading as it is now conducted for full value and for the purpose of carrying on its business; or

N.B. The Supplemental Mortgage Debenture also contains the following provision:-

- (c) notwithstanding anything herein contained, upon the Bank serving a demand under the Supplemental Mortgage Debenture or if the Company creates any Security Interest in respect of or otherwise encumbers in any way the Charged Property, or attempts to do so or if any person levies or attempts to levy any distress execution or sequestration or other process against any of the Charged Property, the floating charge shall automatically and without need for notice operate as a fixed charge the moment any such event occurs.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03345319

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE DEBENTURE DATED THE 29th JULY 1999 AND CREATED BY FINANCIAL DYNAMICS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FIRST UNION NATIONAL BANK ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th AUGUST 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

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