

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395 57 6733/270

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

395

To the Registrar of Companies

(Address overleaf - Note 6)

For official use

2		
---	--	--

Company number

03289111

Name of company

* Mayflower Automotive Products (UK) Limited (the "Chargor")

Date of creation of the charge

10 March 2004

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

Supplemental Deed (the "Supplemental Deed") to the Guarantee and Debenture (as defined below) made between (1) the Chargor and (2) The Royal Bank of Scotland plc ("the Security Trustee", which expression shall include all successor security trustees appointed from time to time) as agent and trustee for the Secured Parties (as defined below)

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities whether for principal, interest, fees, premium, costs, prepayment premiums, make-whole amounts or otherwise of the Chargor or any of the other Group Companies (as defined below) to any of the Secured Parties under or pursuant to any of the Financing Documents (as defined below) and the Additional Financing Documents (as defined below) (including the Guarantee and Debenture and the Supplemental Deed dated on or about 10 March 2004 and made between the Chargor and the Security Trustee) (the "Secured Obligations")

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

The Royal Bank of Scotland plc, Level 7, 135 Bishopsgate, London as Security Trustee (as defined above).

Postcode EC2M 3UR

Please return
via

CH London Counter

Presenter's name address and
reference (if any):
KI/CAT/CGA/71021.00005/
6615192.01

Denton Wilde Sapte
1 Fleet Place
London EC4M 7WS

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0241
22/03/04

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged, mortgaged or assigned in favour of the Security Trustee (as agent and trustee for the Secured Parties):

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 of the Guarantee and Debenture as amended by the Supplemental Deed (which is reproduced below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor (the "Legally Mortgaged Property");

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property on 10 March 2004 or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future except that mortgaged or charged by paragraphs (a) or (b) above.

Continued on page 5

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

Nelson White, Sept

Date

19 March 2004

On behalf of [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)

NOTES

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Company number

03289111

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)



Company number

03289111

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(d) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:

(i) any Subsidiary (as defined below); and

(ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may on 10 March 2004 or at any time thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

The Chargor undertook that it would at all times after the occurrence of a Default (as further defined in the Credit Agreement, (as defined below)) (and while such Default is continuing) exercise or permit the Security Trustee to exercise, in such manner as the Security Trustee shall determine, all rights and powers may be exercisable by the registered holder or by the bearer of the stocks, shares, debentures, bonds, notes, loan capital and securities (but until that time all of those rights and powers may be exercisable by the Chargor);

(e) by way of fixed charge the goodwill of the Chargor and its uncalled capital on 10 March 2004 or at any time thereafter in existence;

(f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom on 10 March 2004 or at any time thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;

(g) by way of assignment all of the Chargor's rights, title and interest (both present and future) to any Intercompany Loans (as defined below); and

(h) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by paragraphs (a) to (g) above (thereinafter collectively referred to as the Floating Charge Property).

NOTE

The Chargor covenanted in the Guarantee and Debenture as amended by the Supplemental Deed that without the prior written consent of the Security Trustee it would not nor would it agree or purport to:

(a) create or permit to subsist any Encumbrance (as defined below) whether in any such case ranking in priority to or pari passu with or after the security created by the Guarantee and Debenture, as amended by the Supplemental Deed, other than a Permitted Encumbrance (as defined below) provided it is permitted under the Additional Financing Documents; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Credit Agreement (as defined below) and the Additional Financing Documents.

DEFINITIONS

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

"Additional Financing Documents" means each of the documents listed in Schedule 3 (which is reproduced below) of the Guarantee and Debenture as amended by the Supplemental Deed and Additional Financing Document shall be construed accordingly.

"Agent's Fees Letter" means the letter dated the same date as the Credit Agreement from the Facility Agent to the Parent relating to certain fees payable to the Facility Agent by the Parent in relation to this Agreement and being described on its face as the "Agent's Fees Letter".

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated on or about 9 March 2004 and made between the parties to the Credit Agreement.

"Arrangement Fees Letter" means the letter dated the same date as the Credit Agreement from the Facility Agent on behalf of the Arrangers to the Parent relating to certain fees payable to the Arrangers by the Parent in relation to the Credit Agreement.

"Arrangers' Letter" means the letter from the Parent to the Arrangers dated 3 October 2003 as amended and supplemented pursuant to a letter dated on or about the date of the Credit Agreement

"Bilateral Bank" means National Westminster Bank Plc in its capacity as lender under the facilities listed in paragraphs 4 to 8 of Schedule 3 of the Guarantee and Debenture as amended by the Supplemental Deed

"Borrowers" means the Parent, the Original Borrowers and any other Charging Group Company that becomes a party to the Credit Agreement pursuant to Clause 2.4 of the Credit Agreement; and Borrower shall be construed accordingly.

"Charged Property" means the property, assets and income of the Chargor mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof.

"Charging Group Companies" means the Parent and each of its Subsidiaries which has granted, a Guarantee and Debenture or, in the case of a Group Company incorporated in the United States of America, a Group Guarantee and a document granting security over all or substantially all of its assets; and Charging Group Company shall be construed accordingly

"Credit Agreement" means the agreement dated 16 December 2003 (as amended and restated pursuant to the Amendment and Restatement Agreement) and made between The Parent, certain subsidiaries of the Parent as Original Borrowers, certain banks as Banks, The Royal Bank of Scotland plc as Facility Agent and Security Trustee, The Royal Bank of Scotland plc as agent for National Westminster Bank Plc as Issuing Bank, National Westminster Bank Plc as Overdraft Sterling Bank, Wachovia Bank, National Association as Overdraft Dollar Bank and The Royal Bank of Scotland plc and Credit Suisse First Boston as Arrangers.

"Deed of Covenants" means the document so entitled in relation to the Resolution executed by MEL in favour of the Security Trustee in form and substance satisfactory to the Facility Agent (as supplemented by a supplemental deed dated 10 March 2004).

"Default" has the meaning given to it in the Credit Agreement.

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re acquired or acquired by any Group Company.

"Fees Letters" means the Arrangement Fees Letter and the Agent's Fees Letter.

"Financing Documents" means the Credit Agreement, the Fees Letters, the Arrangers' Letter, the Amendment and Restatement Agreement, the Principles of Standstill and the Security Documents.

Company number

03289111

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

"Floating Charge" means each floating charge to be granted by a Group Company in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.

"Group" means the Parent and each of its Subsidiaries; and Group Company means any one of them.

"Group Guarantee" means a guarantee executed or to be executed in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.

"Guarantee and Debenture" means the guarantee and debenture dated 16 December 2003 and made between (1) the Chargor and (2) the Security Trustee.

"Hedging Banks" means each and all of National Westminster Bank Plc, National Australia Bank, Danske Bank A/S and Commerzbank AG in their capacity as hedging counterparties in the documents listed in paragraphs 9 to 12 of Schedule 3 of the Guarantee and Debenture as amended by the Supplemental Deed

"Intercompany Loans" means each intercompany loan made between the Chargor as lender and another Group Company as borrower whether pursuant to an intercompany loan agreement or otherwise.

"MEHL" means Mayflower Energy Holdings Limited, a company incorporated in England and Wales with registered number 04321399.

"MEHL Subordination Deed" means the deed so entitled dated on or about the 16 December 2003 and made between MEHL, the Security Trustee and the Parent.

"MEL" means Mayflower Energy Limited, a company incorporated in England and Wales with company number 04075784

"MEL Subordination Deed" means the deed so entitled dated on or about the 16 December 2003 and made between MEL, the Security Trustee and the Parent

"Note Purchase Agreement" means the note purchase agreement dated as of 15 December 2000 in respect of the USPP Notes and made between the Parent and the USPP Holders.

"Parent" means The Mayflower Corporation plc, a company incorporated in England and Wales with company number 00820979.

"Permitted Encumbrance" has the meaning given to it in the Credit Agreement.

"Principles of Standstill" means the document so entitled entered into between, inter alios, the parties to the Credit Agreement and the holders of the USPP Notes on or about 9 March 2004.

"Resolution" means the vessel m.v. "Mayflower Resolution" registered under the laws and Flag of the Isle of Man at the port of Douglas under official number 734756 as more particularly described in the Deed of Covenants.

"Security Documents" means:

- (a) any Guarantee and Debenture executed by a Group Company;
- (b) any Group Guarantee executed by a Group Company;
- (c) any Share Pledge granted by a Group Company;
- (d) any Standard Security executed by a Group Company;
- (e) any Floating Charge executed by a Group Company;

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

- (f) the Ship Mortgage;
- (g) the Subordination Deeds;
- (h) the Deed of Covenants; and
- (i) any guarantee and any document creating security executed and delivered after the date of the Credit Agreement as security for any of the obligations and liabilities of any Borrower and the other Group Companies under any Financing Document

"Secured Parties" means all and each of the Facility Agent, the Security Trustee, the Issuing Bank, the Overdraft Sterling Bank, the Overdraft Dollar Bank, the Arrangers, the Banks (each as further defined in the Credit Agreement), the Bilateral Bank (as defined above), the USPP Holders (as defined below) and the Hedging Banks (as defined above) and Secured Party shall be construed accordingly.

"Share Pledge" means a pledge over the shares in a Group Company to be granted in favour of the Security Trustee, in form and substance satisfactory to the Facility Agent.

"Ship Mortgage" means the first priority statutory Isle of Man ship mortgage in account current form in relation to the Resolution to be executed by MEL in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.

"Standard Security" means a standard security to be granted in favour of the Security Trustee by a Group Company over heritable property in Scotland in form and substance satisfactory to the Facility Agent.

"Subordination Deeds" means the MEHL Subordination Deed and the MEL Subordination Deed.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

"USPP Holders" means the holders from time to time of the USPP Notes.

"USPP Notes" means the notes referred to in paragraphs 1 and 2 of Schedule 3 of the Guarantee and Debenture as amended by the Supplemental Deed.

SCHEDULE 2 - The Legally Mortgaged Property

None

SCHEDULE 3 - Additional Financing Documents

- 1 The US \$75,000,000 8.32% Series A Guaranteed Senior Unsecured Notes due December 15, 2007 issued by The Mayflower Corporation plc
- 2 The US \$30,000,000 8.42% Series B Guaranteed Senior Unsecured Notes due December 15, 2010 issued by The Mayflower Corporation plc
- 3 The separate Note Purchase Agreements, dated as of December 15, 2000, between The Mayflower Corporation plc and, respectively, each of the purchasers listed on Schedule A thereto pursuant to which the USPP Notes were issued, and the various Subsidiary Guaranties (as defined in the Note Purchase Agreements) entered into from time to time by the Subsidiary Guarantors (as defined in the Note

Company number

03289111

Name of company

* insert full name
of company

* Mayflower Automotive Products (UK) Limited

Purchase Agreements) in favour of the holders from time to time of the USPP Notes, in each case as amended, modified or supplemented from time to time.

- 4 Loan Agreement dated 25 July 1995 made between National Westminster Bank Plc and The Mayflower Corporation plc
- 5 Group Overdraft for £100,000,000 (gross) £nil (net) dated 25 March 2003 and made between National Westminster Bank Plc and certain subsidiaries of The Mayflower Corporation plc
- 6 Group Overdraft for €2,000,000 (gross) €nil (net) dated 25 March 2003 and made between National Westminster Bank Plc and certain subsidiaries of The Mayflower Corporation plc
- 7 Group Overdraft for US\$2,000,000 (gross) \$nil (net) dated 15 March 2002 and made between National Westminster Bank Plc and certain subsidiaries of The Mayflower Corporation plc
- 8 Bond and guarantee facility up to an aggregate amount of £270,000 made between National Westminster Bank Plc and The Mayflower Corporation plc
- 9 Hedging facility with National Westminster Bank Plc pursuant to the ISDA Master Agreement dated 12 March 1999 and made between National Westminster Bank Plc and the Mayflower Corporation plc and any related trade confirmations
- 10 Hedging facility with National Australia Bank pursuant to an ISDA Master Agreement dated 3 May 2000 together with a trade confirmation dated 21 November 2000 and made between The Mayflower Corporation plc and National Australia Bank
- 11 Hedging facility with Danske Bank A/S pursuant to an ISDA Master Agreement dated as of 25 September 2000 and any related trade confirmations and made between The Mayflower Corporation plc and Danske Bank A/S
- 12 Hedging facility with Commerzbank Bank AG pursuant to an ISDA Master Agreement together with various trade confirmations made between The Mayflower Corporation plc and Commerzbank AG
- 13 Letter of Credit for up to \$1,000,000 to be issued by National Westminster Bank Plc in favour of the Ohio Workers Bureau (Ohio LC) on a fully cash collateralised basis.

FILE COPY



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

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

COMPANY No. 03289111

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO THE GUARANTEE AND DEBENTURE DATED THE 10th MARCH 2004 AND CREATED BY MAYFLOWER AUTOMOTIVE PRODUCTS (U.K.) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OF THE OTHER GROUP COMPANIES TO ANY OF THE SECURED PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2004.

W. J. Jones



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES