

Particulars of a mortgage or charge

395

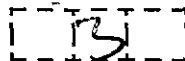
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



3588027

Name of company

* Unipart North America Limited

Date of creation of the charge

19 December 2003

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

General Security Agreement (the "Charge")

Amount secured by the mortgage or charge

Any and all obligations, liabilities and indebtedness of every kind, nature and description owing by the Company to Secured Party and/or Lenders (as defined in the Charge), including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, debtor or otherwise, whether arising under the Charge or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Credit Agreement (as defined in the Charge) or the Debt Purchase Agreement (as defined in the Charge) or after the commencement of any case with respect to the Company under the United States Bankruptcy Code or the Insolvency Act of 1986 or any similar statute (including the payment of interest and other amounts which would accrue and become

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

Lloyds TSB Commercial Finance Limited of Boston House, The Little Green, Richmond, Surrey, TW9 1QE individually and as security agent (the "Secured Party")

Postcode

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

Hammonds
7 Devonshire Square,
Cutlers Gardens, London,
EC2M 4YH

SLG2/LLO.200-0048

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

D235
23/12/03

Short particulars of all the property mortgaged or charged

A continuing security interest in, a lien upon, a right of set off against and an assignment to Secured Party as security of all personal property and fixtures and interests in personal property and fixtures of the Company, whether now owned or hereafter acquired or existing, and wherever located (together with all other collateral security for the Obligations at any time granted to or held or acquired by Secured Party, collectively, the "Collateral"), including:

(a) all present and future rights of the Company to payment of a monetary obligation, whether or not earned by performance, which is not evidenced by chattel paper on an instrument (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of (b) for services rendered or to be rendered, (c) for a secondary obligation incurred or to be incurred, or (d) arising out of the use of a credit or charge card or information contained on or for use with the card ("Accounts");

(b) all general intangibles, including, without limitation, all Intellectual Property (as defined in the Charge);

Particulars as to commission allowance or discount (note 3)

Signed *Hammonds*

Date 23 December 2003

On behalf of [company] [mortgaged/chargee]

Notes

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

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

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

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

CHFP025

Please do not
write in this
binding margin

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

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

Company Number

3588027

Name of Company

Unipart North America Limited

Limited*

* delete if
inappropriate

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

due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case) whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or Lenders (the "Obligations").

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

Please complete
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bold block lettering

- (c) all goods, including, without limitation, Inventory (as defined in the Charge) and Equipment (as defined in the Charge);
- (d) all chattel paper (including all tangible and electronic chattel paper);
- (e) all instruments (including all promissory notes);
- (f) all documents;
- (g) all deposit accounts;
- (h) all letters of credit, banker's acceptances and similar instruments and including all letter-of-credit rights;
- (i) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of all of the following owned by the Company at the date of the Charge or arising thereafter or acquired property of the Company: (a) all Accounts; (b) all interest, fees, late charges, penalties, collection fees and other amounts due or to become due or otherwise payable in connection with any Account; (c) all payment intangibles of the Company and other contract rights, chattel paper, instruments, notes, and other forms of obligations owing to the Company whether from the sale and lease of goods or other property, licensing of any property (including Intellectual Property or other general intangibles), rendition of services or from loans or advances by the Company or to or for the benefit of any third person (including loans or advances to any affiliates or subsidiaries of the Company) or otherwise associated with any Accounts, Inventory or general intangibles of the Company (including, without limitation, choses in action, causes of action, tax refunds, tax refund claims, any funds which may become payable to the Company in connection with the termination of any employee benefit plan and any other amounts payable to the Company from any employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, casualty or any similar types of insurance and any proceeds thereof and proceeds of insurance covering the lives of employees on which the Company is a beneficiary) ("Receivables") and other Collateral, including (i) rights and remedies under or relating to guaranties, contracts of suretyship, letters of credit and credit and other insurance related to the Collateral, (ii) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (iii) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Receivables or other Collateral, including returned, repossessed and reclaimed goods, and (iv) deposits by and property of account debtors or other persons securing the obligations of account debtors;
- (j) all: (i) investment property (including securities, whether certificated or uncertificated, securities accounts, security entitlements, commodity contracts or commodity accounts) and (ii) monies, credit balances, deposits and other property of the Company now or hereafter held or received by or in transit to Secured Party or any Lender or their respective affiliates or at any other depository or other institution from or for the account of the Company, whether for safekeeping, pledge, custody, transmission, collection or otherwise;
- (k) all commercial tort claims, including, without limitation, those identified in the Information Certificate (as defined in and exhibited to the charge);
- (l) to the extent not otherwise described above, all Receivables;

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

3588027

Name of Company

Unipart North America Limited

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

Please complete
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(m) all of the Company's present and future books of account of every kind or nature, purchase and sale agreements, invoices, ledger cards, bills of lading and other shipping evidence, statements, correspondence, memoranda, credit files and other data relating to the Collateral or any account debtor, together with the tapes, disks, diskettes and other data and software storage media and devices, file cabinets or containers in or on which the foregoing are stored (including any rights of the Company with respect to the foregoing maintained with or by any other person); and

(n) all products and proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the other Collateral.

The Company shall not:

i) with respect to the Inventory, (a) remove any Inventory from the locations permitted in the Finance Agreements, without the prior written consent of the Secured Party (which consent shall not be unreasonably withheld or delayed), except for sales of Inventory in the ordinary course of the Company's business and except to move inventory directly from one location set forth or permitted therein to another such location; and (b) without prior written notice to the Secured Party acquire or accept any Inventory on consignment or approval where such Inventory is located in the United States of America; or

ii) with respect to the Equipment, (a) remove any Equipment from the locations permitted in the Finance Agreements except to the extent necessary to have any Equipment repaired or maintained in the ordinary course of the Company's business, or to move Equipment directly from one location permitted therein to another such location and except for the movement of motor vehicles used by or for the benefit of the Company in the ordinary course of business; and (b) the Equipment located in the United States of America is now and shall remain personal property and the Company shall not permit any such Equipment to be or become affixed to real property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03588027

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GENERAL SECURITY AGREEMENT DATED THE 19th DECEMBER 2003 AND CREATED BY UNIPART NORTH AMERICA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED INDIVIDUALLY AND AS SECURITY AGENT (THE "SECURED PARTY" 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 23rd DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th DECEMBER 2003.

P. a.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —