

Short particulars of all the property mortgaged or charged

By way of a second floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including (without limitation) any of its property and assets situated in Scotland (the "Charged Assets").

Upon the date on which an Asset Ancillary Provider demands the payment or discharge of all or part of the Secured Obligations pursuant to an Asset Ancillary Facility each floating charge created by clause 3.1 of the Charge shall automatically without notice be converted into a fixed charge.

The Asset Ancillary Trustee is entitled by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice, being assets which would otherwise be in jeopardy or in respect of which the Asset Ancillary Trustee (acting reasonably) considers it reasonably necessary to preserve such assets or the efficacy of the security thereon.

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

H. Munn

Date 6 January 2004

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 CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

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)

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
legibly, preferably
in black type, or
bold block lettering

The Company has covenanted that it will not:

- (a) dispose of any of the Charged Assets the disposal of which is not otherwise restricted by the express terms of the Charge otherwise than for full value in the ordinary course of business;
- (b) save for certain permitted exceptions, create or attempt to create or permit to subsist in favour of any person other than the Asset Ancillary Trustee any Encumbrance on or affecting the Charged Assets or any part thereof;
- (c) save for certain permitted disposals, dispose of or part with possession of the whole or any part of its properties or permit any person:

(i) to be registered (jointly with the Company or otherwise) as proprietor under the Land Registration Acts of any of its properties or create or permit to arise any overriding interest affecting the same within the definition in those Acts or within the meaning of the Land Registration (Scotland) Act 1979; or

(ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the use, value or marketability of any of its properties;

without the prior written consent of the Asset Ancillary Trustee;

(d) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its properties save for rack rental leaseholds and other leaseholds where the aggregate value does not exceed £1,000,000 without the prior written consent of the Asset Ancillary Trustee (such consent not to be unreasonably withheld or delayed).

In this form M395:

"Asset Ancillary Agreement" means any agreement or document evidencing or setting out the terms of any Asset Ancillary Facilities.

"Asset Ancillary Facility" means any interest rate or currency exchange rate hedging protection agreements, (Sterling and/or multicurrency) overdraft facilities, foreign exchange contracts, facilities providing for guarantees, bonds or indemnities for HM Customs & Excise claims, joint venture guarantee facilities, bank guarantee facilities, letters of credit facilities, settlement risk facilities or bond facilities, BACS and CHAPS payment agreements and other day-to-day operational banking documentation to the extent not prohibited under the Asset Facility Agreements and provided on a bilateral basis to one or more of the Asset Obligors by an Asset Ancillary Provider.

"Asset Ancillary Providers" means the banks and financial institutions listed in Schedule 2 to the Charge, namely Lloyds TSB Bank plc, Barclays Bank plc and HSBC Bank plc.

"Asset Obligor" means the Company and the other companies listed in Schedule 1 to the Charge.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person and includes any agreement to create any of the foregoing.

"Secured Parties" means each or all of the Asset Ancillary Providers and the Asset Ancillary Trustee as the context requires.

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 SECOND FLOATING CHARGE DATED THE 19th DECEMBER 2003 AND CREATED BY UNIPART NORTH AMERICA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OTHER COMPANY NAMED THEREIN TO THE SECURED PARTIES OR ANY OF THEM UNDER OR PURSUANT TO THE ASSET ANCILLARY AGREEMENTS AND/OR THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2004.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES