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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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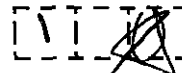
# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



4027709

Name of company

\* CVS Holdings Limited (the "Mortgagor")

Date of creation of the charge

5 OCTOBER 2000

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

A mortgage over securities (the "Securities Mortgage") made between the Mortgagor and Bank of America N.A. (the "Security Trustee")

Amount secured by the mortgage or charge

The "Secured Obligations" being:

all moneys, obligations and liabilities (whether present or future, actual or contingent) on the part of the Mortgagor to the Security Trustee to be paid, performed or discharged, whether directly or indirectly, under or pursuant to the terms of any of the Finance Documents and/or in connection with the loan facility or other financial accommodation from time to time granted or otherwise made available pursuant thereto, together with all Expenses and any interest under the terms of the Securities Mortgage.

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

Bank of America N.A. as Security Trustee for the Beneficiaries  
100 North Tryon Street  
Charlotte, North Carolina 28255

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

Travers Smith Braithwaite  
10 Snow Hill  
London  
EC1A 2AL

SXB\1404889

Time critical reference

For official use  
Mortgage Section

Post room



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COMPANIES HOUSE

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A. By the terms of the Securities Mortgage, the Mortgagor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations:-

1. mortgages to the Security Trustee 50,000 Ordinary £1 shares in Commercial Vehicle Systems PLC; and

2. charges and agrees to mortgage to the Security Trustee the Investments (other than the 50,000 ordinary £1 shares in Commercial Vehicle Systems PLC).

B. Under the Securities Mortgage the Mortgagor agrees that it will not create or purport to create or permit to subsist any encumbrance on or over any of the Investments or any interest in the Investments other than under or pursuant to the Agreement or the Securities Mortgage;

See continuation sheet 1407687

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Particulars as to commission allowance or discount (note 3)

N.A.

Signed

*Travis John Gaultwaite*

Date 20.10.00

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.

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## Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

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inappropriate

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

(1407687)

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

**Please complete  
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C. Under the Securities Mortgage the Mortgagor agrees that it will not sell, transfer, assign, lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, any of the Investments or any interest in the Investments or attempt or agree to do so (other than to the Security Trustee or a nominee of the Security Trustee).

### Definitions

**Acquisition:** any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of in excess of 50% of the capital stock, partnership interests, membership interests or equity of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is a Subsidiary).

**Administrative Agent:** Bank of America N.A., in its capacity as administrative agent for the Lending Parties under the Agreement, and any successor Administrative Agent.

**Affiliate:** as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, membership interests, by contract, or otherwise; or (ii) possesses, directly or indirectly, the power to vote 10% or more of the Voting Equity of the other Person.

**Agent-Related Persons:** Bank of America N.A., in its various agency lending and letter of credit issuing capacities under the Agreement, and any successor administrative agent arising under Section 10.09 of the Agreement or any successor collateral agent, and any successor Issuer hereunder, together with its respective Affiliates (including the Arranger), and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

**Agreement:** the loan agreement dated as of 1 September 2000 made between the Mortgagor (1) Commercial Vehicle Systems PLC as borrower and guarantor (2) the banks and financial institutions named therein (3) and Bank of America N.A. as Administrative Agent, Security Trustee and Swing Line Lender (4) whereby it was agreed that there should be made available to the Mortgagor a term loan facility, a revolving credit facility and a swing line facility upon the terms and conditions contained in it.

**Aggregate Commitment:** the sum of (a) the Aggregate Revolving Loan Commitment and (b) the Aggregate Term Loan Commitment.

**Aggregate Revolving Loan Commitment:** the aggregate Revolving Loan Commitments of the Lenders, equal to the Equivalent Amount of Twenty-Five Million Dollars (\$25,000,000) as the same may be adjusted from time to time pursuant to the terms of the Agreement.

**Aggregate Term Loan Commitment:** the aggregate Term Loan Commitments of the Lenders, equal to the Equivalent Amount on the Initial Funding Date of up to Forty-Five Million Dollars (\$45,000,000).

**Applicable Currency:** as to any particular payment, Loan or Letter of Credit, means Dollars or the Offshore Currency in which such payment, Loan or Letter of Credit is denominated or payable.

**Arranger:** Banc of America Securities LLC, a Delaware limited liability company.

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

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

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

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

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**Base Rate:** means, for any day, the higher of: (a) 0.50% per annum above the latest Federal Funds Rate; and (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America N.A. in Charlotte, North Carolina, as its "reference rate". (The "reference rate" is a rate set by Bank of America N.A. based upon various factors including Bank of America N.A.'s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate.)

**Base Rate Loan:** a Loan or an L/C Advance that bears interest based on the Base Rate.

**Beneficiaries:** the Security Trustee, the Administrative Agent, the Issuer, each Lender, each Swap Creditor and each other holder of a Secured Obligation and "Beneficiary" means any one of them.

**Borrower:** each of the Company, KAB Seating and NSC, as the context may require, and their respective successors, and "Borrowers" means all of the foregoing.

**Borrowing:** a borrowing under the Agreement consisting of Loans of the same Type and in the same Applicable Currency made to a Borrower on the same day by the Lenders under Article II of the Agreement and, in the case of Offshore Rate Loans, having the same Interest Period.

**Borrowing Date:** any date on which a Borrowing occurs under Section 2.03 of the Agreement.

**Business Day:** any day other than a Saturday, Sunday or other day on which commercial banks in New York City or Charlotte are authorised or required by law to close, or with respect to any rate quotations, disbursements or payments in and calculations pertaining to any Offshore Currency Loan, a day on which commercial banks are open for foreign exchange business in London, England, and on which dealings in the relevant Offshore Currency are carried on in the applicable offshore foreign exchange interbank market in which disbursements or payment in such Offshore Currency will be made or received under the Agreement.

**Capital Stock:** (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (d) any other interest or participation that confers on a Person a similar right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person other than an interest or participation that would constitute compensation expense or purchase price for a Permitted Acquisition in accordance with GAAP.

**Capitalized Leases:** all leases that should be, in accordance with GAAP, recorded as capitalized leases.

**Collateral Agent:** Bank of America N.A., in its capacity as collateral agent under the Collateral Documents.

**Collateral Documents:** collectively (if and when each such document is required to be executed and delivered pursuant to the terms of the Agreement), (a) the Security Agreements, the Guaranties, the Mortgages (if any), the Pledge Agreements and all other security agreements, mortgages, deeds of trust, patent and trademark assignments, lease assignments, guarantees and other similar agreements between any Loan Party and the Lenders, or the Administrative Agent or the Collateral Agent for the benefit of the Lenders, now or hereafter delivered to the Lenders, the

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# Particulars of a mortgage or charge (continued)

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

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

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

**Please complete  
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Administrative Agent or the Collateral Agent pursuant to or in connection with the transactions contemplated under the Agreement, and all financing statements (or comparable documents now or hereafter filed in accordance with the UCC or comparable law) against any Loan Party as debtor in favor of the Lenders, the Administrative Agent or the Collateral Agent for the benefit of the Lenders as secured party, and (b) all amendments, restatements, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

Commitment: as to each Lender, means (a) such Lender's Term Loan Commitment, plus (b) such Lender's Revolving Loan Commitment.

Company: Commercial Vehicle Systems PLC, a public limited liability company incorporated under the laws of England and Wales.

Computation Date: has the meaning specified in Section 2.16(a) of the Agreement.

Contingent Obligation: as to any Person, any direct or indirect liability of that Person, whether or not contingent, with or without recourse, (a) with respect to any Indebtedness, lease, dividend, letter of credit or other obligation (the "primary obligations") of another Person (the "primary obligor"), including any obligation of that Person (i) to purchase, repurchase or otherwise acquire such primary obligations or any security therefor, (ii) to advance or provide funds for the payment or discharge of any such primary obligation, or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, or (iv) otherwise to assure or hold harmless the holder of any such primary obligation against loss in respect thereof (each of (i) -(iv) a "Guaranty Obligation"); (b) with respect to any Surety Instrument issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings or payments; (c) to purchase any materials, supplies or other property from, or to obtain the services of, another Person if the relevant contract or other related document or obligation requires that payment for such materials, supplies or other property, or for such services, shall be made regardless of whether delivery of such materials, supplies or other property is ever made or tendered, or such services are ever performed or tendered; or (d) in respect of any Swap Contract. The amount of any Contingent Obligation, (w) in the case of Guaranty Obligations, shall be deemed equal to the lesser of (i) the stated or determinable amount of the primary obligation in respect of which such Guaranty Obligation is made or, if not stated or if indeterminable, the maximum reasonably anticipated liability in respect thereof, and (ii) the stated amount of the guaranty, (x) in the case of Contingent Obligations in respect of Swap Contracts, shall be deemed equal to the aggregate Swap Termination Value of such Swap Contracts, (y) in the case of Contingent Obligations in respect of Surety Instruments other than Non-Surety L/Cs, shall be deemed equal to the probable amount of the expected liability thereunder, and (z) in the case of Contingent Obligations in respect of Non-Surety L/Cs, shall be deemed equal to (i) the face amount of outstanding Non-Surety L/Cs which are not Letters of Credit and (ii) the outstanding amount of L/C Obligations in respect of Non-Surety L/Cs which are Letters of Credit.

Conversion/Continuation Date: any date on which, under Section 2.04 of the Agreement, the Company (a) converts Loans (other than Swing Line Loans) of one Type to another Type, or (b) continues Loans having Interest Periods expiring on such date as Loans of the same Type, but with a new Interest Period.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

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

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

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**Default:** any event or circumstance which, with the giving of notice, the lapse of time, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

**Derivative Assets:** all assets deriving from any of the Securities including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

**Dollars:** lawful currency of the United States.

**DLJ:** Donaldson, Lufkin & Jenrette International.

**EBITDA:** means, for any period, for Holdings and its Subsidiaries on a consolidated basis, determined in accordance with GAAP, and without duplication, the sum of (a) the Net Income (or Net Loss) for such period, plus (b) all amounts treated as expenses for (x) depreciation and the amortization of intangibles of any kind and similar non-cash charges and (y) interest, in each case to the extent included in the determination of such net income (or loss), plus (c) the provision for taxes based on income for such period, plus (d) fees and expenses (including non-recurring payments made pursuant to employee retention plans put in place in connection with a Permitted Acquisition in order to retain employees of the Person being acquired) incurred in connection with the Offer and any Permitted Acquisition to the extent included in the determination of such net income (or loss); provided, however, that Net Income (or Net Loss) shall be computed without giving effect to extraordinary gains or extraordinary losses (including, without limitation, gains and losses with respect to foreign exchange and/or interest rate protection adjustments reflected in the income statement of Holdings) or other non-cash restructuring charges; provided further that EBITDA for the first four complete fiscal quarters ending after the Initial Funding Date shall be calculated on a Pro Forma Basis as if the Offer had been consummated on the first day of such applicable four quarter period; provided further, the EBITDA shall be calculated after giving effect on a Pro Forma Basis to any Permitted Acquisition as if such Permitted Acquisition occurred on the first day of the applicable period.

**Effective Amount:** as of any Computation Date (i) with respect to any Loans of any Type outstanding as of any date, the Equivalent Amount of the aggregate outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of Loans of such Type occurring on such date; and (ii) with respect to any outstanding L/C Obligations on any date, the Equivalent Amount of the amount of such L/C Obligations on such date after giving effect to any Issuances of Letters of Credit occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

**Existing Letters of Credit:** the letters of credit set forth under the caption "Letters of Credit outstanding on the Initial Funding Date" on Schedule 3.10 of the Agreement and made a part of the Agreement, which were issued pursuant to a prior credit facility and remain outstanding as of the Initial Funding Date.

**Event of Default:** any of the events or circumstances specified in Section 9.01 of the Agreement.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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Expenses: all banking, legal and other costs, charges, expenses and/or liabilities (including any value added tax or any similar tax substituted therefor thereon) paid or, if earlier, incurred by or on behalf of the Security Trustee in each case on a full indemnity basis in relation to any of the Investments, or in protecting, preserving, improving, considering the enforcement or exercise of or enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to any of the Finance Documents, and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings together with interest thereon and all other expenses and/or liabilities of the Security Trustee incurred from time to time in relation to the exercise of any of its rights or powers referred to in the Finance Documents.

Federal Funds Rate means, for any day, the rate set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Bank of New York (including any such successor, H.15(519)) on the preceding Business Days opposite the caption "Federal Funds (Effective)"; or if for any relevant day such rate is not so published on any such preceding Business Day, the rate for such day will be the arithmetic mean as determined by the Administrative Agent of the rates for the last transaction in overnight Federal funds arranged prior to 9.00 a.m. (Charlotte time) on that day by each of three leading brokers of Federal funds transactions in New York City selected by the Administrative Agent.

Fee Letter: The letter agreement among Holdings, the Company, Hidden Creek, the Arranger and the Administrative Agent dated as of September 1 2000 under which the Borrowers shall pay such fees to the Administrative Agent and the Arranger as are required.

Finance Documents: the Agreement, the Collateral Documents (including the Securities Mortgage), the Notes, the Fee Letters, the L/C Related Documents, the Rate Swap Documents and all other documents from time to time entered into by any Loan Party or any other person in connection with or pursuant to the terms of the Agreement, the Securities Mortgage or any other such document.

Foreign 956 Subsidiary: any Subsidiary (i) that is a Non-US Subsidiary where a guaranty of the Obligations by such Subsidiary which would result in a material deemed dividend of its current and accumulated earnings and profits under section 956 of the Code or (ii) where a guaranty of Obligations of such Subsidiary would result in a material adverse tax consequence under any similar foreign tax law.

GAAP: generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination.

Governmental Authority: (a) any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial or regulatory functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing, and (b) the National Association of Insurance Commissioners.

Guarantors: (a) with respect to the Company: Holdings, Target and each UK Subsidiary of the Company; (b) with respect to KAB Seating: Holdings, the Company, Target and each other UK

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

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

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

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

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

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Subsidiary of Target; and (c) with respect to NSC: Holdings, the Company, Target, KAB Seating and each other Subsidiary of Target other than a Foreign 956 Subsidiary.

Guaranty: collectively, if and when each such document is executed and delivered, (a) the Guaranty of the Company with respect to the Obligations of KAB Seating and NSC and the Guaranty of Target and KAB Seating with respect to the Obligations of the Company, KAB Seating and NSC contained in the Guarantee and Debenture in the form of Exhibit G of the Agreement (b) each guaranty delivered by a Subsidiary pursuant to Sections 7.14 and 7.17 of the Agreement, in each case in favour of the Administrative Agent, on behalf of itself, the Issuer and the Lenders, as the same may be amended, supplemented or otherwise modified from time to time and (c) the Guaranty of Holdings contained in Article XII of the Agreement.

Hidden Creek: Hidden Creek Industries, a New York general partnership.

Holdings: CVS Holdings Limited, a private limited company incorporated under the laws of England and Wales.

Indebtedness: of any Person means, without duplication, (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables and accrued expenses entered into or incurred in the ordinary course of business on ordinary terms); (c) all Contingent Obligations with respect to Surety Instruments; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to property acquired by the Person (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (f) all principal and interest obligations (classified as a liability on such Person's balance sheet) with respect to Capitalized Leases; (g) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product to which such Person is a party, where such transaction is considered borrowed money indebtedness for tax purposes but is classified as an operating lease in accordance with GAAP; (h) all indebtedness referred to in clauses (a) through (g) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; and (i) all Guaranty Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (h) above. For all purposes of the Agreement, the Indebtedness of any Person shall include all recourse Indebtedness then outstanding of any partnership or joint venture or limited liability company in which such Person is a general partner or a joint venturer or a member and as to which such Person is or may become directly liable.

Indemnified Persons: the Agent-Related Persons, and each Lender and each of its respective officers, directors, employees, counsel, agents and attorneys-in-fact.

Initial Funding Date: the date on which all conditions precedent set forth in Section 5.02 of the Agreement are satisfied or waived.

Interest Period: as to any Offshore Rate Loan, the period commencing on the Borrowing Date of such Loan or on the Conversion/Continuation Date on which the Loan is converted into or continued as an Offshore Rate Loan, and ending on the date one, two, three or six months

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## Particulars of a mortgage or charge (continued)

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

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Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

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

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

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thereafter (or with the consent of all Lenders making or continuing such Loan, a period of less than one month or twelve months thereafter) as selected by the Company in its Notice of Borrowing or Notice of Conversion/Continuation;

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provided that:

- (a) if any Interest Period would otherwise end on a day that is not a Business Day, that Interest Period shall be extended to the following Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the preceding Business Day;
- (b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;
- (c) no Interest Period for any Term Loan shall extend beyond the final scheduled maturity date of such Term Loan, and no Interest Period for any Revolving Loan shall extend beyond the Revolving Loan Termination Date; and
- (d) no Interest Period applicable to a Term Loan or portion thereof shall extend beyond any date upon which is due any scheduled principal payment in respect of the Term Loans unless the aggregate principal amount of Term Loans represented by Base Rate Loans, or by Offshore Rate Loans having Interest Periods that will expire on or before such date, equals or exceeds the amount of such principal payment.

Investments: the Securities and the Derivative Assets.

Issuer: (i) in respect of each Letter of Credit (other than the Existing Letter of Credit), Bank of America N.A. in its capacity as issuer of the Letters of Credit under the Agreement (it being understood and agreed that Bank of America N.A.'s branch in London, England is not permitted to issue commercial letters of credit) and (ii) in respect of the Existing Letter of Credit, Fleet National Bank, and in each case together with any replacement letter of credit issuer appointed under Subsection 10.01(b) or Section 10.09 of the Agreement.

KAB Seating: KAB Seating, Ltd., a private limited company organised under the laws of England and Wales and a Wholly-Owned Subsidiary of Target.

L/C Advance: each Lender's participation in any L/C Borrowing in accordance with its Pro Rata Share.

L/C Amendment Application: an application form for amendment of outstanding standby or commercial documentary letters of credit as shall at any time be in use at the Issuer, as the Issuer shall request.

L/C Application: an application form for issuances of standby or commercial documentary letters of credit as shall at any time be in use at the applicable Issuer, as such Issuer shall request.

L/C Borrowing: an extension of credit resulting from a drawing under any Letter of Credit which shall not have been reimbursed on the date when made nor converted into a Borrowing of Loans under Section 3.03(d) of the Agreement.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 8  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

1405680

**Please complete  
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Please do not  
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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

**L/C Obligations:** at any time, without duplication, the sum of (a) the aggregate undrawn amount of all Letters of Credit (other than that portion of the Letters of Credit supported by the Existing L/C Support and the Sterling Component of the TL Commitment) then outstanding, plus (b) the amount of all L/C Advances (other than in the form of a Term Loan) or other unreimbursed drawings under all Letters of Credit (other than that portion of the Letters of Credit supported by the Existing L/C Support and the Sterling Component of the TL Commitment) including all outstanding L/C Borrowings (other than in the form of a Term Loan).

**L/C Related Documents:** the Letters of Credit, the L/C Applications, the L/C Amendment Applications, the Loan Note Instrument and any other document relating to any Letter of Credit, including any standard form documents used by any Issuer for letter of credit issuances.

**Lenders:** the several financial institutions from time to time party to the Agreement and individually, a "Lender". "Lenders" shall include Bank of America N.A., including in its capacity as Issuer and Swing Line Lender, and for purposes of clarification only, to the extent that Bank of America N.A. may have any rights or obligations in addition to those of the Lenders due to its status as Issuer or Swing Line Lender, respectively, its status as such as specifically referenced in the Agreement.

**Lending Party:** any Lender or any Issuer, as the case may be.

**Letters of Credit:** collectively, the Loan Note Credit Support (which shall be issued in the form of a bank guarantee pursuant to the Loan Note Instrument), the Existing Letter of Credit, any letter of credit issued by an Issuer, and any amendments thereto or replacements thereof, pursuant to Article III of the Agreement.

**Lien:** any security interest, mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (statutory or other), trust or flawed asset arrangement (for the purpose of, or having the effect of, granting a security interest) or similar interest of any kind or nature whatsoever in respect of any property (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the UCC or any comparable law) and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under an operating lease.

**Loan:** an extension of credit by a Lender to a Borrower under Article II or Article III of the Agreement in the form of a Revolving Loan, a Term Loan, a Swing Line Loan, a L/C Borrowing or a Loan Note Credit Support Borrowing.

**Loan Documents:** the Agreement, the Fee Letter, the L/C-Related Documents, the Collateral Documents and all other documents delivered to the Administrative Agent, the Collateral Agent or any Lender in connection with the Agreement but not including any other transaction Document (as defined in the Agreement).

**Loan Note Credit Support:** On the terms and conditions set forth in Article V of the Agreement, an irrevocable bank guarantee issued by Bank of America N.A., as an Issuer, on the Initial Funding Date, for the account of the Company in form and substance satisfactory to the Issuer and in an amount not to exceed £10,000,000 for the benefit of the holders of Loan Notes.

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

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

CHA 116

Please complete  
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in black type, or  
bold block lettering

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

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

Please complete  
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in black type, or  
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**Loan Note Instrument:** the Loan Note Instrument entered into on or before the Initial Funding Date with respect to the issuance of the Loan Notes and the Loan Note Credit Support relating thereto.

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

**Loan Notes:** means, collectively, the Loan Notes to be issued by the Company as constituted by the Loan Note Instrument and payable to certain shareholders of Target.

**Loan Party:** the Borrowers and each Guarantor.

**Mortgage:** any deed of trust, mortgage, leasehold mortgage, assignment of rents or other document creating a Lien on real property or any interest in real property.

**Net Income and Net Loss:** respectively, with respect to any period, the aggregate of the net income (loss) of the Person in question for such period, determined in accordance with GAAP on a consolidated basis; provided that (i) the net income (loss) of any Person which is not a consolidated Subsidiary shall be included only to the extent of the amount of cash dividends or distributions paid to the Person in question or to a consolidated Subsidiary of such Person and (ii) the net income (loss) of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded.

**Non Surety L/Cs:** letters of credit which are not Surety L/Cs.

**Notice of Borrowing:** a notice in substantially the form of Exhibit A of the Agreement.

**Notice of Conversion/Continuation:** a notice in substantially the form of Exhibit B of the Agreement.

**NSC:** National Seating Corp., a Delaware corporation and a 99% owned Subsidiary of Target.

**Obligations:** all advances, moneys, debts, liabilities, obligations, covenants and duties arising under any Loan Document owing by any Loan Party to any Lending Party, the Administrative Agent, the Collateral Agent or any Indemnified Person, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or arising after the date of the Agreement.

**Offer:** the offer made to the shareholders of Target, recommended by the Directors of Target, for Target Shares made or to be made by DLJ on behalf of the Company on the terms and conditions contained in the Offer Document, as such offer may be amended, varied or waived in compliance with Section 7.17 of the Agreement.

**Offer Document:** the document to be issued to the shareholders of Target containing the Offer outlined in the Press Release.

**Offshore Currency:** means, at any time, Sterling, euros or such other currency as is acceptable to the Administrative Agent and the Lenders in accordance with Section 2.16(e) of the Agreement.

**Offshore Currency Loan:** any Loan that is denominated in an Offshore Currency.

**Offshore Rate:** for any Interest Period, with respect to Offshore Rate Loans comprising part of the same Borrowing, the rate of interest per annum (rounded upward to the next 1/16th of 1%) determined by the Administrative Agent in the Agreement.

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

Continuation sheet No 10  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

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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**

**Offshore Rate Loan:** a Loan that bears interest based on the Offshore Rate.

**Permitted Acquisitions:** any Acquisition by the Company or any of its Subsidiaries which complies with each of the following: (i) such Person is engaged in substantially the same, similar or supportive line of business as one or more businesses of the Company or any of its Subsidiaries, (ii) the prior, effective written consent or approval to such Acquisition of the board of directors or shareholders or equivalent governing body of the acquiree is obtained, (iii) after giving effect to the proposed Acquisition on a Pro Forma Basis for the period of four fiscal quarters of Holdings ending with the fiscal quarter for which financial statements have most recently been delivered (or were required to be delivered) under Section 7.01 of the Agreement, the Company is in compliance with the financial covenants set forth in Sections 8.14, 8.15 and 8.16 of the Agreement, and the Company shall deliver a certificate setting forth in reasonable detail the basis for calculation of such financial covenants; (iv) immediately after giving effect to the proposed Permitted Acquisition, the Borrowers would be able to borrow at least \$2,500,000 of Loan proceeds, and, the Borrowers reasonably project that within 30 days after consummation of the proposed Permitted Acquisition, it will be able to borrow at least \$5,000,000 of Loan proceeds; (v) the Company shall give the Administrative Agent and the Lenders not less than ten (10) Business Days prior written notice of its intention to make a Permitted Acquisition, such notice to include the proposed amounts, date and form of the proposed transaction, a reasonable description of the stock or assets to be acquired and the location of all assets, a description and calculation in reasonable detail of the effect on a Pro Forma Basis of such Acquisition on the financial covenants contained in Sections 8.14, 8.15 and 8.16 of the Agreement, two years of audited financial statements of the Person to be acquired (or financial statements otherwise acceptable to the Administrative Agent in its reasonable discretion), (vi) concurrently with the making of a Permitted Acquisition, the Company or the applicable Subsidiary of the Company (other than a Foreign 956 Subsidiary) shall, as additional collateral security for the Obligations, grant to the Collateral Agent for the benefit of the Secured Creditors, first priority perfected Liens (subject to Liens permitted pursuant to Section 8.01 of the Agreement) on and security interests in any of the acquired assets by the execution and delivery to the Collateral Agent of such agreements, instruments and documents as shall be reasonably satisfactory in form and substance to the Collateral Agent (it being understood and agreed that any guarantee executed by a Subsidiary of NSC shall be limited to the Obligations of NSC and only 65% of the Capital Stock of a first-tier Foreign 956 Subsidiary shall be required to be pledged pursuant to any Collateral Document), and (vii) neither the Company nor any Subsidiary shall make any Permitted Acquisition at any time during which a Default or an Event of Default shall exist and be continuing or would exist after giving effect to such Permitted Acquisition.

**Permitted Cost Savings:** means, with respect to the determination of Net Income on a Pro Forma Basis, such cost savings as would be permitted pursuant to Rule 11.02 of Regulation S-X, provided that, prior to the consummation of any Permitted Acquisition, the Company's certified public accountants shall certify to the Administrative Agent (in a manner consistent with example d of SAS 72) that such pro forma financial information complies as to form in all material respects with the applicable accounting requirements of Rule 11.02 of Regulation S-X.

**Person:** an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or Governmental Authority.

**Pledge Agreements:** means, collectively, if and when each such document is executed and delivered, (a) the Pledge Agreement, dated as of the Initial Funding Date, duly executed and delivered by Holdings, (b) the Mortgage of Shares executed by (i) Holdings, dated the Initial

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 11  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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in black type, or  
bold block lettering

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

1405687

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

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Funding Date, over the shares of the Company and (ii) the Company, dated the Initial Funding Date, over the shares of Target, (c) the Target Security Documents, (d) the Target Subsidiary Security Documents, and (e) each pledge agreement delivered by a Subsidiary of the Company pursuant to Section 7.14 of the Agreement, in each case pledging the stock of their respective Subsidiaries to the extent provided therein to the Administrative Agent, for the benefit of itself, the Issuer and the Lenders, as the same may be amended, supplemented or otherwise modified from time to time.

Press Release: the form of press release announcing the terms of the Offer agreed between the Company and the Administrative Agent, which has been initialed by or on behalf of the Company and the Administrative Agent for the purpose of identification.

Pro Forma Basis: means, with respect to the preparation of pro forma financial statements for purposes of the tests set forth in the definition of Permitted Acquisitions and in the permitted adjustment to EBITDA and Rental Obligations, a pro forma on the basis that (a) any Indebtedness incurred or assumed in connection with the Offer or such Permitted Acquisition was incurred or assumed on the first day of the applicable period, (b) if such Indebtedness bears a floating interest rate, such interest shall be paid over the pro forma period at the rate in effect on the Initial Funding Date or the date of such Permitted Acquisition, as the case may be, and (c) all income and expense associated with the assets or entity acquired in connection with the Offer or such Permitted Acquisition for the most recently ended four fiscal quarter period for which such income and expense amounts are available shall be treated as being earned or incurred by Holdings over the applicable period on a pro forma basis without giving effect to any cost savings other than Permitted Cost Savings.

Pro Rata Share: means, as to any Lender, (a) in respect of a particular Loan and/or Commitment, (i) at any time at which the Commitments in respect of such Loan remain outstanding, the percentage equivalent (expressed as a decimal, rounded to the ninth decimal place) at such time of such Lender's Commitment in respect of such Loan divided by the combined Commitments in respect of such Loan, and (ii) after the termination of the Commitments in respect of such Loan, the percentage equivalent (expressed as a decimal, rounded to the ninth decimal place) at such time of the Effective Amount of such Loans held by such Lender divided by the Effective Amount of such Loans held by all Lenders, and (b) in respect of all Loans and/or Commitments, (i) at any time at which the Aggregate Commitment (or any portion thereof) remains outstanding, the percentage equivalent (expressed as a decimal, rounded to the ninth decimal place) at such time of such Lender's Commitments in respect of all Loans (including such Lender's ratable share of the Effective Amount of Swing Line Loans and L/C Obligations and the obligations under the Loan Note Credit Support related to the Term Loan Commitment) divided by the Aggregate Commitment (and if any Term Loans are outstanding, with the Term Loan Commitment deemed to be outstanding to the extent of the principal amount of the related Term Loan which is then outstanding), and (ii) after the termination of the Aggregate Commitment, the percentage equivalent (expressed as a decimal, rounded to the ninth decimal place) at such time of the Effective Amount of such Lender's outstanding Loans (including such Lender's ratable share of the Effective Amount of Swing Line Loans and L/C Obligations and the obligations under the Loan Note Credit Support and the Existing Letter of Credit related to the Term Loan Commitment) divided by the Effective Amount of the outstanding Loans and L/C Obligations and the obligations under the Loan Note Credit Support and the Existing Letter of Credit related to the Term Loan Commitment of all of the Lenders.

Rate Swap Documents: collectively, all Swap Contracts entered into between the Company and any Lender or any Affiliate of any Lender in respect of any portion of the Obligations.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 12  
to Form No 395 and 410 (Scot)

CHA 116

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in black type, or  
bold block lettering

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

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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**

**Rental Obligations:** for any period, the aggregate fixed amount payable by Holdings or any of its Subsidiaries under any lease (or other agreement conveying the right to use) of any real or personal property by Holdings or any of its Subsidiaries, as lessee, other than a Capitalised Lease, provided, however, that Rental Obligations for the first four complete fiscal quarters ending after the Initial Funding Date shall be calculated on a Pro Forma Basis as if the Offer had been declared wholly unconditional as to acceptances on the first day of the applicable period; provided further, that "Rental Obligations" shall be calculated after giving effect on a Pro Forma Basis to any Permitted Acquisition as if such Permitted Acquisition occurred on the first day of the applicable period.

**Revolving Lenders:** any lender having a Revolving Loan Commitment.

**Revolving Loan:** A loan to a Borrower on the terms and conditions set forth in Article V of the Agreement.

**Revolving Loan Commitment:** as to each Revolving Lender has the meaning specified in subsection 2.01(b) of the Agreement.

**Securities:** all shares, stocks, debentures, debenture stock, bonds and securities of any kind whatsoever owned by the Mortgagor (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) of the Mortgagor both present and future in any company, firm, consortium or entity wherever situate including the 50,000 Ordinary £1 shares in Commercial Vehicle Systems plc which appear in Schedule 1 of the Securities Mortgage and any benefit, entitlement or interest to, in or in relation to any such Securities.

**Security Agreements:** collectively, as and when each such document is executed and delivered (a) the Target Security Documents, (b) the Target Subsidiary Security Documents and (c) each security agreement delivered by a Subsidiary of the Company pursuant to Sections 7.14 and 7.17 of the Agreement, in each case granting a security interest in all of such Person's personal property to the extent provided therein to the Administrative Agent, for the benefit of itself, the Issuer and the Lenders, as the same may be amended, supplemented or otherwise modified from time to time.

**Sterling:** the lawful currency of the United Kingdom.

**Sterling Component of the TL Commitment:** the utilisation of the Aggregate Term Loan Commitment on the Initial Funding Date in accordance with clause 2.01(a)(ii) of the Agreement.

**Subsidiary:** of a Person means any corporation, association, partnership, limited liability company, joint venture or other business entity (A) of which more than 50% of the Voting Equity, membership interests or other equity interests (in the case of Persons other than corporations), is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof and (B) with respect to any Person incorporated in England and Wales, a subsidiary within the meaning of Section 736 of the Companies Act and, unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act.

**Surety Bonds:** all bonds issued for the account of the Company or any of its Subsidiaries to assure the performance thereby (or to the extent issued in the ordinary course of business, any other Person) under any contract entered into in the ordinary course of business.

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 13  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

(1409520)

**Please complete  
legibly, preferably  
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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**

**Surety Instruments:** all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, shipside bonds, performance bonds, Surety Bonds, remarketing agreements and similar instruments.

**Swap Contract:** (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, as amended, restated, extended, supplemented or otherwise modified in writing from time to time, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

**Swap Termination Value:** in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a) the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined by the Company based upon one or more mid-market or other readily available quotations provided by any recognised dealer in such Swap Contracts (which may include any Lender).

**Swing Line Lender:** Bank of America N.A., in its capacity as provider of the Swing Line Loans.

**Swing Line Loan:** A loan in Dollars or such other currency as may be agreed to by the Administrative Agent subject to the terms and conditions set forth in the Agreement.

**Target:** Bostrom plc, a public limited liability company incorporated under the laws of England and Wales (Registration no. 1811017).

**Target Subsidiaries Security Documents:** collectively, Target UK Subsidiaries Security Documents and Target US Subsidiaries Security Documents.

**Target UK Subsidiaries:** each Subsidiary of Target incorporated under the laws of England and Wales.

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 14  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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in black type, or  
bold block lettering

Company Number

4027709

Name of Company

CVS Holdings Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

(1409520)

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



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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**

Target UK Subsidiaries Security Documents: collectively, the Guarantee and Debenture to be entered into by each Target UK Subsidiary in the form of Exhibit H in the Agreement, incorporating a guarantee of the Obligations and a fixed and floating charge over the assets of such Target UK Subsidiary granted to the Administrative Agent, for the benefit of itself, the Issuer and the Lenders, in form and substance satisfactory to the Administrative Agent.

Target US Subsidiaries: each Subsidiary of Target that is organised under the laws of the United States or any State thereof.

Target US Subsidiaries Security Documents: collectively, the Security Agreement and the Pledge Agreement to be entered into by each Target US Subsidiary, in the form of Exhibit I in the Agreement, granting a security interest to the Administrative Agent, for the benefit of itself, the Issuer and the Lenders, to secure the Obligations of NSC, in form and substance satisfactory to the Administrative Agent.

Target Security Document: the Guarantee to be entered into by Target in the form of Exhibit G in the Agreement, incorporating a guarantee of the Obligations in form and substance satisfactory to the Administrative Agent.

Target Shares: the issued shares of each class of the capital of Target (including any shares of Target issued while the Offer remains open for acceptance).

Term Loan: A loan on the terms and conditions set forth in Article V of the Agreement.

Term Loan Commitment: as to each Lender, such Lender's Term Loan Commitment, as specified on Schedule 2.01(a) of the Agreement.

Type of Loan: with respect to Loans consisting of Revolving Loans or the Term Loans, its status as either a Base Rate Loan or an Offshore Rate Loan.

UCC: the Uniform Commercial Code as in effect in the State of Illinois.

Voting Equity: the Voting Equity of any Person as of any date means the Capital Stock of such Person that is entitled to vote in the election of the board of directors (or other governing body) of such Person.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04027709

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OVER SECURITIES DATED THE 5th OCTOBER 2000 AND CREATED BY CVS HOLDINGS LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF AMERICA N.A. AS SECURITY TRUSTEE FOR THE BENEFICIARIES UNDER OR PURSUANT TO THE TERMS OF ANY OF THE FINANCE DOCUMENTS AND/OR IN CONNECTION WITH THE LOAN FACILITY OR OTHER FINANCIAL ACCOMMODATION AND UNDER THE TERMS OF THE SECURITIES MORTGAGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 2000.

LR.  
P.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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