

## Particulars of a mortgage or charge

395

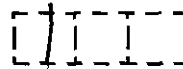
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4330119

Name of company

\* Unipart Logistics Limited (the **Additional Obligor**)

Date of creation of the charge

26th June 2003

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

Floating charge and guarantee dated 26th June 2003 between, amongst others, the Additional Obligor, and HSBC Bank plc (the **Guarantee and Floating Charge**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to:

(a) any Lender under each Finance Document to which such Obligor is a party, except for any other obligation which, if it were so included, would result in the Guarantee and Floating Charge contravening Section 151 of the Companies Act 1985, and

(b) TMI under the ISDA master agreement dated 18th October, 1999 between TMI and Unipart Group Limited.

(the **Secured Liabilities**)

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

HSBC Bank plc, 8 Canada Square, London (the **Security Trustee**)

Postcode E14 5HQ

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

Allen and Overy  
One New Change  
London  
EC4M 9QQ

For official Use  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

0032  
11/07/03

Time critical reference

Short particulars of all the property mortgaged or charged

The Additional Obligor, as security for the payment of all of the Secured Liabilities, charges in favour of the Security Trustee by way of a floating charge all its assets.

Conversion

The Security Trustee may by notice to the Additional Obligor convert the floating charge created by it under the Guarantee and Floating Charge into a fixed charge as regards all or any of the Additional Obligor's assets specified in the notice if an Event of Default is outstanding.

Restrictions on dealing

The Additional Obligor shall not create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Guaranteed Floating Charge or permitted in accordance with the Restructuring Agreement.

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

Date

10th July, 2003

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

Unipart Logistics Limited  
Company No: 4330119

Continuation sheet  
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The terms used in this Companies form 395 have the meanings set out below:

**“AAF Counterparty”**

means a Lender which provides facilities to an Obligor pursuant to an Additional Ancillary Facilities Document, and which is a party to or accedes to the Intercreditor Deed in that capacity.

**“Additional Ancillary Facilities Document”**

means, in respect of the guarantees, bonds and indemnities facilities made available to Group Borrowing Companies by certain Lenders on a bilateral basis, the agreement or document specified in Schedule 4, and any agreement or instrument pursuant to which the same is novated, varied, supplemented or amended from time to time.

**“Additional Borrower”**

means a member of the Group which becomes a Borrower in accordance with Clause 31.5 of the Facility Agreement

**“Additional Guarantor”**

means a member of the Group which becomes a Guarantor in accordance with Clause 31.4 of the Facility Agreement

**“Additional Obligor”**

means:

Company	Registered Number
Unipart All-Makes Limited	2071486
Unipart Logistics Limited	4330119
Unipart Rail Logistics Limited	4330098
115CR (108) Limited	4256281

**“Agent”**

means HSBC Investment Bank plc

**“Arranger”**

HSBC Investment Bank plc and the Royal Bank of Scotland plc

**“Bank”**

means the Financial Institutions listed in part II and part III Schedule 1 of the Facility Agreement

**“Borrower”**

the Original Borrower or an Additional Borrower

**“Event of Default”**

means the occurrence of an event as specified in Clause 14 of the Restructuring Agreement.

**“Existing Floating Charges”**

means:

- (a) the floating charge and guarantee dated 30th April, 1999 between the Original Borrower, the Parent, the Original Guarantors and the Security Trustee;
- (b) the floating charge and guarantee dated 29th September, 1999 between the additional guarantors (as referred to therein) and the Security Trustee; and
- (c) the floating charge and guarantee dated 12th April, 2001 between the Borrower, the Obligors (as defined therein) and the Security Trustee.

**“Facility Agreement”**

means the term and revolving credit facility dated 30<sup>th</sup> April 1999 arranged by HSBC Investment Bank plc and the Royal Bank of Scotland plc as amended and supplemented by the Restructuring Agreement.

**“Finance Documents”**

has the meaning given to it in the Restructuring Agreement except that, for the purposes of this Guarantee and Floating Charge it shall not include:

- (a) the guarantee dated 15th January, 1999 given by UGC Limited to Commerzbank Aktiengesellschaft, London Branch in relation to specific liabilities (as defined therein) of Unipart Eberspacher Exhaust Systems under the £5,000,000 multicurrency revolving loan agreement dated 12th February, 1999;
- (b) the guarantee dated 4th December, 1997 given by UGC Limited to HSBC Bank plc in relation to Specific Liabilities (as defined therein) of Kautex Unipart Limited under the £11,000,000 revolving loan agreement dated 27th November, 1997;
- (c) the loan note guarantee dated 8th July, 1999 issued by HSBC Bank plc to Unipart Group Limited; and
- (d) the loan note guarantee to be issued by The Royal Bank of Scotland plc in connection with any issue of loan notes by the Parent as consideration for the shares in NRS; and

the term “Finance Document” includes all amendments and supplements including supplements providing for further advances.

**“Finance Party”**

means an Arranger, a Bank or the Agent.

**“Group”**

means the Parent and all of its subsidiaries

**“Guarantors”**

means the Parent, the Original Borrower, each Original Guarantor and each Additional Guarantor.

**“Hedging Counterparty”**

means a Finance Party or Overdraft Provider which agrees to provide interest and currency hedging facilities to the Obligors and which is a party to or accedes to the Intercreditor Deed in that capacity.

**“Intercreditor Deed”**

means the intercreditor deed originally dated 30th April, 1999 as amended and restated on 12th April, 2001 between the Borrower, the Parent, the Guarantors, the Overdraft Providers, the Hedging Counterparties, the AAF Counterparties and the Lenders (each as defined therein) and HSBC Investment Bank plc as agent and security trustee.

**“Lender”**

means the financial institutions listed in Part II of Schedule 1 of the Intercreditor Deed

**“Obligor”**

means the Original Borrower, the Parent, the Borrowers and the Guarantors

**“Original Borrower”**

means Unipart Group Limited

**“Original Guarantor”**

has the same meaning as Subsidiary

**“Original Overdraft Provider”**

means each of Midland Bank plc, The Royal Bank of Scotland plc, Lloyds Bank PLC and Barclays Bank PLC in their capacity as providers of overdraft and money market facilities to the Group and any other Finance Party, from time to time, providing such facilities to the Group.

**“Overdraft Provider”**

means each Original Overdraft Provider and any other bank or financial institution which provides overdraft or money market facilities to an Obligor and which has acceded or accedes to the Intercreditor Deed as an Overdraft Provider (before the restatement on 12<sup>th</sup> April 2001 or otherwise) pursuant to clause 13.6 of the Intercreditor Deed.

**“Parent”**

means UCG Limited

**“Restructuring Agreement”**

means the restructuring agreement dated 12th April, 2001 between the Original Borrower, the Parent, the Obligors and the Lenders and HSBC Investment Bank plc as Bank Agent and Lenders' Agent.

**“Security Assets”**

means all assets of the Additional Guarantors the subject of any security created by this Guarantee and Floating Charge

**“Security Interest”**

has the meaning given to it in the Intercreditor Deed.

**“Subsidiaries”**

means those subsidiaries of the Parent specified in Schedule 1 of the Restructuring Agreement and subsidiary shall mean one of those.

**“TMI”**

means Tokyo-Mitsubishi International Limited.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04330119

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE AND GUARANTEE DATED THE 26th JUNE 2003 AND CREATED BY UNIPART LOGISTICS LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS DUE OR TO BECOME DUE FROM EACH OBLIGOR TO HSBC BANK PLC ("THE SECURITY TRUSTEE") AS AGENT AND TRUSTEE FOR ITSELF AND FOR EACH LENDER ON ANY ACCOUNT WHATSOEVER AND TO TOKYO-MITSUBISHI INTERNATIONAL LIMITED 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 11th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 2003.

A handwritten signature in black ink, consisting of stylized loops and a long horizontal stroke.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES