

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

181118/280

# 395

03207774

Name of company

\* LucasVarity (the Company)

Date of creation of the charge

4 January 2005

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

Security Agreement (the **Security Agreement**) between Automotive Holdings (UK) Limited, the Company and the other Chargors (as defined below) and the Collateral Agent (as defined below).

Amount secured by the mortgage or charge

(See Continuation Sheet No.1)

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

JP Morgan Chase Bank, N.A.  
Loan and Agency Services Group  
1111 Fannin, 10th Floor, Houston  
Texas, USA (as the **Collateral Agent**)

Postcode 77002

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

Ref: BK: 2228555

Time critical reference

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0497  
18/01/05

Short particulars of all the property mortgaged or charged

(See Continuation Sheet No's 2 to 35)

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

*Allen & Overy LLP*

Date

*18.01.2005*

On behalf of [XXXXXX] [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

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Amount secured by the mortgage or charge (Continuation Sheet No. 1)**

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

- (a) each Obligor to any Secured Creditor under any Finance Document (including liabilities and obligations accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding); and
- (b) each Obligor to any Lender or any Affiliate of any Lender in respect of overdrafts and related liabilities and obligations arising from or in connection with treasury, depository or cash management services or in connection with any automated clearing house transfer of funds,

(except for any obligation or liability which, if it were so included, would result in the Security Agreement contravening any law (including section 151 of the Companies Act 1985)), being together the **Secured Liabilities**.

**1. CREATION OF SECURITY**

**1.1 General**

- (a) Pursuant to the terms of the Security Agreement, all the Security:
- (i) is created in favour of the Collateral Agent;
  - (ii) is continuing security for the payment, discharge and performance of all the Secured Liabilities and will extend to the ultimate balance of all sums payable by the Obligors under the Finance Documents regardless of any intermediate payment or discharge in whole or in part; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If any of the assets of the Company cannot be fully and effectively secured in the manner envisaged by the Security Agreement without the consent of a third party:
- (i) the Company must notify the Collateral Agent immediately;
  - (ii) the Security will, until such consent is received (whereupon the same shall be secured in the manner envisaged by the Security Agreement), secure all amounts which the Company may receive, or has received, in respect of that asset but exclude the asset itself; and
  - (iii) the Company must, and each other Chargor must procure that the Company will, use all reasonable endeavours to obtain that consent as soon as practicable and, once obtained, will promptly provide a copy of that consent to the Collateral Agent.
- (c) The Collateral Agent holds the benefit of the Security Agreement on trust for the Secured Creditors.
- (d) The fact that no or incomplete details of any Security Asset are inserted in schedule 2 (Security Assets) to the Security Agreement (which details are set out in Schedule 2 (Security Assets) to this Companies Form 395) shall not affect the validity or enforceability of the Security.

**1.2 Land**

- (a) Pursuant to the terms of the Security Agreement, the Company charges (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement):
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property; this includes any specified in Part 1 of Schedule 2 (Security Assets) to this Companies Form 395 opposite its name; and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) of clause 2.2 of the Security Agreement (which is described in Paragraph 1.2(i) above)) by way of first fixed charge all estates or interests in any freehold or leasehold

property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property.

- (b) A reference in the Security Agreement (and this Companies Form 395) to any freehold or leasehold property includes:
- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Company; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any moneys paid or payable in respect of those covenants.

### **1.3 Investments**

- (a) Pursuant to the terms of the Security Agreement, the Company charges (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement):
- (i) by way of a first fixed charge all shares in any member of the Group incorporated in England and Wales owned by it or held by any nominee on its behalf; this includes any specified in Part 2 of Schedule 2 (Security Assets) to this Companies Form 395 opposite its name; and
  - (ii) (to the extent that they are not the subject of a charge under sub-paragraph (i) of clause 2.3(a) of the Security Agreement (which is described in Paragraph 1.3(a)(i) above)) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in the Security Agreement (and this Companies Form 395) to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:
- (i) any dividend, interest or other distribution paid or payable;
  - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
  - (iii) any right against any clearance system; and
  - (iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

### **1.4 Plant and machinery**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement) all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession.

**1.5 Credit balances**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement) all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Security Agreement) it has with any person and the debt represented by that account.

**1.6 Book debts etc.**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement):

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) of clause 2.6 of the Security Agreement (which are described in Paragraphs 1.6(a) and (b) above) including in each case the proceeds of the same.

**1.7 Insurances**

- (a) Pursuant to the terms of the Security Agreement, the Company assigns by way of security, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) of clause 2.7 of the Security Agreement (which is described in Paragraph 1.7(a) above), each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) of clause 2.7 of the Security Agreement (which is described in Paragraph 1.7(a) above).
- (c) A reference in this Paragraph 1.7 to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party.

**1.8 Other contracts**

- (a) Pursuant to the terms of the Security Agreement, the Company assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
  - (i) its Relevant Contracts;
  - (ii) any letter of credit issued in its favour, and
  - (iii) any bill of exchange or other negotiable instrument held by it.
- (b) To the extent that any such right, title and interest described in paragraph (a) of clause 2.8 of the Security Agreement (which is described in Paragraph 1.8(a) above) is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) of clause 2.8 of the Security Agreement (which is described in Paragraph 1.8(a) above) shall

operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof.

- (c) To the extent that they do not fall within any other subclause of clause 2.8 of the Security Agreement and are not effectively assigned under paragraph (a) or (b) of clause 2.8 of the Security Agreement (which is described in Paragraphs 1.8(a) and (b) above), the Company charges by way of first fixed charge all of its rights and benefits under each agreement and document to which it is a party.

**1.9 Intellectual property**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge, (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement) all of its rights in respect of any Intellectual Property Rights; this includes any specified in Part 4 of Schedule 2 (Security Assets) of this Companies Form 395 opposite its name.

**1.10 Miscellaneous**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement):

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) of clause 2.10 of the Security Agreement (which is described in Paragraph 1.10 (c) above); and
- (e) its uncalled capital.

**1.11 Floating charge**

- (a) Pursuant to the terms of the Security Agreement, the Company charges by way of a first floating charge (subject, in each case, to any Security created by way of floating charge pursuant to the First Security Agreement) all its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement.
- (b) Except as provided below, the Collateral Agent may by notice to the Company convert the floating charge created by the Company under the Security Agreement into a fixed charge as regards any of the Company's assets specified in that notice, if:
  - (i) an Event of Default is outstanding;
  - (ii) the Collateral Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process; or.

- (iii) the Company fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Collateral Agent is likely to result in it failing to comply with its obligations under paragraph (a) of clause 4 (Restrictions on dealing) of the Security Agreement (which is described in Paragraph 2 (Restrictions on dealing) below).
- (c) The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000.
- (d) The floating charge created under the Security Agreement will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Company's assets:
  - (i) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator; or
  - (ii) on the convening of any meeting of the members of the Company to consider a resolution to wind the Company up (or not to wind the Company up) other than as part of a solvent reconstruction of the Company which is permitted under the Credit Agreement.
- (e) The floating charge created under the Security Agreement is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Collateral Agent of a notice pursuant to paragraph (b) of clause 2.11 of the Security Agreement (which is described in Paragraph 1.11(b) above) in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of the Collateral Agent's rights to give other similar notices in respect of any other class of assets or of any other of the rights of any of the Secured Creditors under the Security Agreement or under any of the other Finance Documents.

#### **1.12 Excluded assets**

Clauses 2.1 to 2.10 of the Security Agreement inclusive (which are described in Paragraphs 1.1 to 1.10 (inclusive) above) shall not constitute a grant of a first fixed charge or an assignment by way of security over:

- (a) any assets with respect to which the Collateral and Guarantee Requirement or the other paragraphs of section 5.10 of the Credit Agreement need not be satisfied by reason of sections 5.10(h)(ii), (iii) or (iv) of the Credit Agreement; or
- (b) any assets (including Equity Interests) to the extent that, as of the Closing Date, and for so long as, such grant of security would violate a contractual obligation binding on such asset,

provided that, in each case, (i) such assets will be subject to the floating charge under clause 2.11 of the Security Agreement (which is described in Paragraph 1.11 above) and (ii) upon the



reasonable request of the Collateral Agent, Automotive Holdings (UK) Limited shall use, and shall cause any applicable Obligor to use, commercially reasonable efforts to procure the waiver or elimination of any contractual obligation of the types described in sections 5.10(h)(ii) or (iii) of the Credit Agreement (other than those set forth in joint venture agreements to which the U.S. Borrower or any of its Subsidiaries is a party) or paragraph (b) of clause 2.12 of the Security Agreement (which is described in Paragraph 1.12 above). For the avoidance of doubt, with effect from any such waiver or elimination, the asset concerned shall be subject to a first fixed charge or, as the case may be, assignment by way of security which is referred to in the relevant clause of the Security Agreement.

**2. RESTRICTIONS ON DEALINGS**

(a) The Company may not:

- (i) create or allow to exist any Lien on any of its assets; or
- (ii) dispose of all or any part of its assets or agree to do so (whether conditionally or not), except as expressly permitted under the Credit Agreement.

(b) If the Company creates or allows to exist any Lien in breach of the provisions of clause 4 of the Security Agreement (which is described in Paragraph 2(a)) then, to the extent possible under applicable law, all the obligations of the Company under each of the Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.

The following terms used in this Companies Form 395 have the meanings set out below:

**Administrative Agent** has the meaning given to that term in Credit Agreement.

**Affiliate** has the meaning given to that term in the Credit Agreement.

**Ancillary Lender** has the meaning given to that term in the Credit Agreement.

**Chargor** means the Company, the other companies listed in Schedule 1 to this Companies Form 395 as Chargors and each company which becomes a party to the Security Agreement by executing a Deed of Accession, together the **Chargors**.

**Credit Agreement** means the fourth amended and restated credit agreement dated 17<sup>th</sup> December, 2004 between, amongst others, TRW Automotive Holdings Corp., TRW Intermediate Holdings Corp., TRW Automotive Inc. (formerly known as TRW Automotive Acquisition Corp.), the Foreign Subsidiary Borrowers party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A. (formerly known as JP Morgan Chase Bank) as Administrative Agent and Collateral Agent, Bank of America, N.A. and Goldman Sachs Credit Partners L.P. as Co-Syndication Agents, Credit Suisse First Boston and The Bank of Nova Scotia as Co-Documentation Agents.

**Closing Date** has the meaning given to that term in the Credit Agreement.

**Collateral Agent** means JPMorgan Chase Bank as agent and trustee for the Secured Creditors and includes its successors and transferees.

**Collateral and Guarantee Requirement** has the meaning given to that term in the Credit Agreement.

**Deed of Accession** means a deed substantially in the form of schedule 6 (Form of Deed of Accession) of the Security Agreement.

**Equity Interests** has the meaning given to that term in the Credit Agreement.

**Event of Default** has the meaning given to that term in section 7.01 of the Credit Agreement.

**Finance Documents** means the Loan Documents, the Swap Agreements and any documents entered into between an Obligor and any Lender (or any Affiliate of any Lender) pursuant to, or in connection with, any of the obligations or liabilities described in paragraph (b) of the definition of Secured Liabilities in the Security Agreement (which is described in paragraph (b) of the definition of Secured Liabilities above) arise.

**First Security Agreement** means the security agreement dated 28th February, 2003 between the Company, the Chargors and the Collateral Agent.

**Foreign Subsidiary Borrower** and **Foreign Subsidiary Loan Party** have the meanings given to those terms in the Credit Agreement.

**Group** means Holdings and its Subsidiaries.

**Holdings** means TRW Automotive Holdings Corp., a Delaware corporation.

**Insurance** in relation to any Chargor means any contract of insurance taken out by or on behalf of that Chargor or under which it has a right to claim.

**Intellectual Property Rights** means:

- (i) any know-how, show-how, patent, trade mark, service mark, design, business name, domain name, invention, trade secret, topographical or similar right or other data and information;
- (ii) any copyright, data base, software and all embodiments or fixations thereof and related documentation, registrations and franchises or other intellectual property right; or
- (iii) any improvements and accessions to and books and records describing or used in connection with any of the foregoing or any interest (including by way of licence) in the above,

in each case whether registered or not, and includes any related application.

**Intercompany Loan Agreement** means any agreement specified in Part 3 of Schedule 2 (Security Assets) of this Companies Form 395 opposite its name and any other agreement from time to time evidencing or governing a loan made, or credit extended, by any Chargor to any other member of the Group.

**Lender** has the meaning given to that term in the Credit Agreement.

**Lien** means, with respect to any asset:

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 9)**

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- (i) any mortgage, deed of trust, lien, hypothecation, pledge, encumbrance, charge (fixed or floating), trust arrangements or security interest in or on such asset;
- (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; or
- (iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

**Loan Documents** has the meaning given to that term in the Credit Agreement.

**Obligor** means each Foreign Subsidiary Borrower, each Chargor and each other Foreign Subsidiary Loan Party.

**Plant and Machinery** means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles owned by that Chargor or in its possession, but excludes any for the time being forming part of that Chargor's stock in trade or work in progress.

**Relevant Contract** means in relation to any Chargor:

- (i) each Swap Agreement to which that Chargor is a party;
- (ii) each Intercompany Loan Agreement; and
- (iii) any other agreement to which that Chargor is a party and which that Chargor and the Collateral Agent have designated a Relevant Contract,

and each other agreement or document supplementing or amending any of them.

**Revolving Credit Lenders** has the meaning given to that term in the Credit Agreement.

**Secured Creditors** means:

- (i) the Revolving Credit Lenders;
- (ii) the Collateral Agent;
- (iii) the Administrative Agent;
- (iv) any Lender and any Affiliate of any Lender to which any obligations described in paragraph (b) of the definition of Secured Liabilities (which is referred to in paragraph (b) of the definition of Secured Liabilities above) is owed;
- (v) each Ancillary Lender;
- (vi) each Swap Party;
- (vii) the beneficiaries of each indemnification obligation undertaken by any Obligor under any Loan Document; and
- (viii) the successors and assigns of each of the foregoing.

**Security** means any Lien created, evidenced or conferred by or pursuant to the Security Agreement or any Deed of Accession.

**Security Assets** means all assets of each Chargor the subject of the Security.

**Sterling** means the lawful money of the United Kingdom.

**Subsidiaries** shall have the meaning given to that term in the Credit Agreement.

**Swap Agreement** means each "Swap Agreement" as defined in the Credit Agreement that:

- (i) is in effect on the Closing Date between an Obligor and a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date; or
- (ii) is entered into after the Closing Date between an Obligor and a counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into.

**Swap Party** means each counterparty to a Swap Agreement that is not an Obligor.

**U.S. Borrower** means TRW Automotive Acquisition Corp.

In this Companies Form 395, unless the contrary intention appears, a reference to:

- (a) a Paragraph, a Subparagraph or a Schedule is a reference to a paragraph or subparagraph of, or a schedule to, this Companies Form 395;
- (b) words imparting the singular include the plural and vice versa; and
- (c) the Collateral Agent, the Company, a Chargor or any other person includes its successors in title, permitted assigns and permitted transferees.

**SCHEDULE 1**

**THE CHARGORS**

Automotive Holdings (UK) Limited

State of Incorporation: England

Registered Number: 4609841

Registered Office: Stratford Road  
Solihull B90 4AX

CAV Limited

State of Incorporation: England

Registered Number: 142593

Registered Office: Stratford Road  
Solihull B90 4AX

Girling Limited

State of Incorporation: England

Registered Number: 867091

Registered Office: Stratford Road  
Solihull B90 4AX

Joseph Lucas Limited

State of Incorporation: England

Registered Number: 93458

Registered Office: Stratford Road  
Solihull B90 4AX

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 12)**

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Lucas Automotive Limited

State of Incorporation: England

Registered Number: 870649

Registered Office: Stratford Road  
Solihull B90 4AX

Lucas Industries Limited

State of Incorporation: England

Registered Number: 54802

Registered Office: Stratford Road  
Solihull B90 4AX

Lucas Investment Finance Limited

State of Incorporation: England

Registered Number: 1183098

Registered Office: Stratford Road  
Solihull B90 4AX

Lucas Investments Limited

State of Incorporation: England

Registered Number: 2952484

Registered Office: Stratford Road  
Solihull B90 4AX

Lucas Limited

State of Incorporation: England

Registered Number: 872804

Registered Office: Stratford Road  
Solihull B90 4AX

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 13)**

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Lucas Service UK Limited

State of Incorporation: England

Registered Number: 458535

Registered Office: Stratford Road  
Solihull B90 4AX

Lucas Support Services Limited

State of Incorporation: England

Registered Number: 313111

Registered Office: Stratford Road  
Solihull B90 4AX

Lucas Transit Products Limited

State of Incorporation: England

Registered Number: 116360

Registered Office: Stratford Road  
Solihull B90 4AX

LucasVarity

State of Incorporation: England

Registered Number: 3207774

Registered Office: Stratford Road  
Solihull B90 4AX

TRW Autocruise Limited

State of Incorporation: England

Registered Number: 3544994

Registered Office: Stratford Road  
Solihull B90 4AX

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 14)**

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St. Dunstan's Hill Finance Limited

State of Incorporation: England

Registered Number: 1211449

Registered Office: Stratford Road  
Solihull B90 4AX

St. Dunstan's Hill Leasing Limited

State of Incorporation: England

Registered Number: 1211858

Registered Office: Stratford Road  
Solihull B90 4AX

Stylealpha Limited

State of Incorporation: England

Registered Number: 2554988

Registered Office: Stratford Road  
Solihull B90 4AX

TRW INO Limited

State of Incorporation: England

Registered Number: 4493389

Registered Office: Stratford Road  
Solihull  
B90 4AX

TRW Limited

State of Incorporation: England

Registered Number: 872948

Registered Office: Stratford Road  
Solihull B90 4AX



**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 15)**

TRW LucasVarity Electric Steering Limited

State of Incorporation: England

Registered Number: 3496156

Registered Office: Stratford Road  
Solihull B90 4AX

TRW Systems Limited

State of Incorporation: England

Registered Number: 352824

Registered Office: Stratford Road  
Solihull B90 4AX

TRW U.K. Limited

State of Incorporation: England

Registered Number: 237206

Registered Office: Stratford Road  
Solihull  
B90 4AX

**SCHEDULE 2****SECURITY ASSETS****PART 1****REAL PROPERTY**

<b>Chargor</b>	<b>Jurisdiction</b>	<b>Address</b>
Lucas Industries Limited	England	New Road Main Factory, New Road, New Inn, Pontypool, Gwent, United Kingdom
TRW Limited	England	Mere Green Plant, Mere Green Road, Four Oaks, Birmingham, West Midlands, United Kingdom
		College Road, Perry Barr, Birmingham, West Midlands, United Kingdom
TRW Systems Limited	England	Stephenson, Rainhill Road, Washington, Tyrone, United Kingdom
		Wednesbury, Woden Road, West Wednesbury, Warwickshire, United Kingdom
		Mill Hill, Peterlee, Durham, United Kingdom
		Resolven Plant, Resolven Neath, West Glamorgan, United Kingdom

## PART 2

## SHARES

Name of Company	Description of classes of shares	Chargor	Number of shares held by Chargor
TRW INO Limited	Ordinary	Automotive Holdings (UK) Limited	1
TRW U.K. Limited	3% Redeemable Non-Cumulative Preference Shares	Automotive Holdings (UK) Limited	110,000
	Ordinary	Automotive Holdings (UK) Limited	1,699,200
TRW Systems Limited	Ordinary	TRW Auto Holdings Inc	1
		TRW U.K. Limited	120,049,999
LucasVarity	Ordinary	Automotive Holdings (UK) Limited	875,174,762
		TRW Automotive (LV) Corp	9,939,140
		Richmond UK Inc	201,733
Lucas Industries Limited	Ordinary	LucasVarity	1,272,642,277
Stylealpha Limited	Ordinary	Lucas Industries Limited	778,570,033
Lucas Investment Finance Limited	Ordinary	Stylealpha Limited	235,951,979
Lucas Investments Limited	Ordinary	Stylealpha Limited	175,000,001
		Joseph Lucas Limited	1
TRW LucasVarity Electric Steering Limited	A Ordinary	TRW Limited	12,637,401
	B Ordinary	TRW Limited	12,141,817

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 18)**

Name of Company	Description of classes of shares	Chargor	Number of shares held by Chargor
CAV Limited	Ordinary	Lucas Industries Limited	152,999
		Joseph Lucas Limited	1
		Lucas Industries Limited	147,000
Girling Limited	Ordinary	Lucas Industries Limited	351
		Joseph Lucas Limited	1
	7 % Preference	Lucas Industries Limited	150
Joseph Lucas Limited	Ordinary	Lucas Industries Limited	149,999
		LucasVarity	1
Lucas Automotive Limited	Ordinary	Lucas Industries Limited	528,115
		Joseph Lucas Limited	1
Lucas Limited	Ordinary	Lucas Industries Limited	351
		Joseph Lucas Limited	1
	7 % Preference	Lucas Industries Limited	150
Lucas Service UK Limited	Ordinary	Lucas Industries Limited	15,999
		Joseph Lucas Limited	1
Lucas Transit Products Limited	5% Pref	Stylealpha Limited	7,500
	Ordinary	Stylealpha Limited	307,610,454
		Joseph Lucas Limited	1

## Companies Form 395

LucasVarity (Company number 03207774)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 19)

Name of Company	Description of classes of shares	Chargor	Number of shares held by Chargor
St. Dunstan's Hill Finance Limited	Ordinary	St Dunstan's Hill Leasing Limited	200,000
TRW Autocruise Limited	A Ordinary	Lucas Industries Limited	1,000,000
	B Ordinary	Lucas Industries Limited	1,000,001
Lucas Support Services Limited	Ordinary	Lucas Industries Limited	249,999
		Joseph Lucas Limited	1
St Dunstan's Hill Leasing Limited	Ordinary	Lucas Industries Limited	1,000

## PART 3

## INTERCOMPANY LOAN AGREEMENTS

Chargor	Legal Name of Borrower	Description of Instrument
CAV Limited	Lucas Industries Limited	Intercompany note, balance \$8,320
Girling Limited	Lucas Industries Limited	Intercompany note, balance \$12,328,833
Joseph Lucas Limited	Lucas Industries Limited	Intercompany note, balance \$240,240
Lucas Automotive Limited	Lucas Industries Limited	Intercompany note, balance \$1,205,002
Lucas Electrical Limited	Lucas Industries Limited	Intercompany note, balance \$10
Lucas Industries Limited	Lucas Datalab Limited	Intercompany note, balance \$1,182,541
	Lucas Schaevitz Limited	Intercompany note, balance \$3,059,908
	TRW Deutschland Holding GmbH	Intercompany note, balance \$384,188,534.09
	Lucas International Holdings	Intercompany note, balance \$119,103.65
	TRW Aftermarket Asia Pacific Private Limited.	Intercompany note, balance \$200,000.00
	Lucas Investment Finance Limited	Intercompany note, balance \$118,302,184
	Varsity Perkins Limited	Intercompany note, balance \$18,790
	Lucas Export Service Limited	Intercompany note, balance \$580,334
Lucas Investments Limited	Lucas Industries Limited	Intercompany note, balance \$ 339,584,045
Lucas Transit Products Limited	Lucas Industries Limited	Intercompany note, balance \$ 521,842,696
Stylealpha Limited	Lucas Industries Limited	Intercompany note, balance \$47,123,876
TRW Limited	Lucas Industries Limited	Intercompany note, balance \$408,810,063.76
	Lucas Industries Limited	Intercompany note, balance \$37,158,165.84
	Lucas Industries Limited	Intercompany note, balance \$72,603,434.01
	St. Dunstan's Hill Leasing Limited	Intercompany note, balance \$767,166
	Stylealpha Limited	Intercompany note, balance \$4,805

**Companies Form 395****LucasVarity (Company number 03207774)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 21)**

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<b>Chargor</b>	<b>Legal Name of Borrower</b>	<b>Description of Instrument</b>
	Lucas Industries Limited	Intercompany note, balance \$41,161
TRW LucasVarity Electric Steering Limited	TRW Limited	Intercompany note, balance \$ 2,998,810

## Companies Form 395

LucasVarity (Company number 03207774)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 22)

## PART 4

## SPECIFIC INTELLECTUAL PROPERTY RIGHTS

## Trademarks

Chargor	Trademark	Jurisdiction	Reg. No.	Reg. Date	Int'l. Classes
Lucas Industries Limited.	B90	United Kingdom	1491911	Feb-22-1992	41099
Lucas Industries Limited.	BRAKECHECK, LUCAS / LUCAS, BRAKECHECK & FOOT (Series, Green & Monochrome)	United Kingdom			6, 8, 9, 21, 25, 37, 39, 41, 42
Lucas Industries Limited.	BRAKECHECK, LUCAS/LUCAS, BRAKECHECK & FOOT (Green)	United Kingdom	975524	Dec-19-2000	6.89E+14
Lucas Industries Limited.	BRIGHTTEYES	United Kingdom	973532	Apr-08-1971	11
Lucas Industries Limited.	BUTLERS	United Kingdom	989156	Mar-18-1972	11
Lucas Industries Limited.	DATALAB	United Kingdom	1049516	Jul-15-1975	9
Lucas Industries Limited.	DATALAB ACQUIRE	United Kingdom	1327427	Nov-18-1987	9
Lucas Industries Limited.	EPITEST	United Kingdom	1024424	Feb-02-1974	9
Lucas Industries Limited.	EXCHANGE	United Kingdom	2020196	May-11-1995	7912



**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 23)**

Charger	Trademark	Jurisdiction	Reg. No.	Reg. Date	Int'l. Classes
Lucas Industries Limited.	G & HAND	United Kingdom	B1003273	Dec-13-1972	9
Lucas Industries Limited.	G & HAND	United Kingdom	B1218962	May-18-1984	12
Lucas Industries Limited.	G & HAND	United Kingdom	B782219	Sep-27-1958	12
Lucas Industries Limited.	GIRLING	United Kingdom	612237	Jul-02-1940	12
Lucas Industries Limited.	GIRLING	United Kingdom	727417	Feb-26-1954	12
Lucas Industries Limited.	GIRLING	United Kingdom	1206626	Nov-05-1983	1
Lucas Industries Limited.	GIRLING SCS	United Kingdom	1209385	Dec-17-1983	12
Lucas Industries Limited.	GIRLING TUBEMASTER	United Kingdom	1182308	Sep-25-1982	12
Lucas Industries Limited.	GIRLING TWINSTOP	United Kingdom	1041054	Jan-17-1975	12
Lucas Industries Limited.	GOLD PACEMAKER	United Kingdom	B960956	Jun-13-1970	9
Lucas Industries Limited.	J LUCAS, BRITISH MADE / LION WHEEL & FLAMBEAU	United Kingdom	314172	Jun-22-1909	41067
Lucas Industries Limited.	L & ARROW	United Kingdom	B971260	Feb-17-1971	41099

## Companies Form 395

LucasVarity (Company number 03207774)

## Short particulars of all the property mortgaged or charged (Continuation Sheet No. 24)

Chargor	Trademark	Jurisdiction	Reg. No.	Reg. Date	Int'l. Classes
Lucas Industries Limited.	LUCAS AUTOCENTRE / LUCAS AUTOCENTRE & DIAGONAL	United Kingdom	1318930	Aug-15-1987	37
Lucas Industries Limited.	LUCAS AUTOSPARES	United Kingdom	1065535	Jul-10-1976	19
Lucas Industries Limited.	LUCAS AUTOSPARES	United Kingdom	1065536	Jul-10-1976	19
Lucas Industries Limited.	LUCAS AUTOTECH(word) & 2 device forms(green and B/W)	United Kingdom			6, 8, 9, 14, 16, 17, 18, 20, 21, 25, 37, 41, 42
Lucas Industries Limited.	LUCAS B90 / L & ARROW	United Kingdom	951547	Nov-24-1969	41099
Lucas Industries Limited.	Lucas Brakecheck Centre (series of two)	United Kingdom			6, 8, 9, 21, 25, 37, 39, 41, 42
Lucas Industries Limited.	LUCAS ELEKTRIK	United Kingdom	2220283	Jan-25-2000	37449
Lucas Industries Limited.	LUCAS QUIKAFIT	United Kingdom	927228	Jun-26-1968	7
Lucas Industries Limited.	LUCAS SEALCHARGE	United Kingdom	1066416	Jul-29-1976	9
Lucas Industries Limited.	LUCAS SERVICE/LUCAS SERVICE UK	United Kingdom	2161188	Mar-13-1998	37, 39, 42
Lucas Industries Limited.	LUCAS, BRITISH MADE / LION WHEEL & FLAMBEAU	United Kingdom	419972	Oct-27-1921	11

**Companies Form 395**

**LucasVarity (Company number 03207774)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 25)**

<b>Chargor</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Int'l. Classes</b>
Lucas Industries Limited.	LUCAS, BRITISH MADE / LION WHEEL & FLAMBEAU	United Kingdom	385689	Oct-18-1918	7
Lucas Industries Limited.	LUCAS, BRITISH MADE / LION WHEEL & FLAMBEAU	United Kingdom	418846	Sep-24-1921	9
Lucas Industries Limited.	LUCASITE	United Kingdom	657092	Mar-07-1947	1
Lucas Industries Limited.	LUSTRAFLEX	United Kingdom	B1213787	Feb-28-1984	9
Lucas Industries Limited.	MANTIS	United Kingdom	1218585	May-12-1984	9
Lucas Industries Limited.	MARINE SYMBOL	United Kingdom	961489	Jun-24-1970	41099
Lucas Industries Limited.	PACEMAKER	United Kingdom	B930944	Sep-16-1968	9
Lucas Industries Limited.	PETROFLEX	United Kingdom	413389	Mar-14-1921	17
Lucas Industries Limited.	PETROFLEX	United Kingdom	763770	Mar-21-1957	6
Lucas Industries Limited.	RALLY	United Kingdom	B937394	Jan-31-1969	1
Lucas Industries Limited.	RANGER	United Kingdom	1349854	Jul-02-1988	9
Lucas Industries Limited.	RESTBITES	United Kingdom	2109545A	Sep-10-1996	16, 30, 42

Companies Form 395

LucasVarity (Company number 03207774)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 26)

Chargor	Trademark	Jurisdiction	Reg. No.	Reg. Date	Int'l. Classes
Lucas Industries Limited.	RESTBITES	United Kingdom	2109545B	Sep-10-1996	163042
Lucas Industries Limited.	RITA	United Kingdom	1093423	Apr-01-1978	7
Lucas Industries Limited.	SERVOGLIDE	United Kingdom	1108080	Jan-22-1979	12
Lucas Industries Limited.	SHOCKETTE	United Kingdom	1181290	Sep-07-1982	12
Lucas Industries Limited.	SUPERVALUE	United Kingdom	B1214005	Mar-03-1984	9
Lucas Industries Limited.	SYNCLOCK	United Kingdom	B1514078	Sep-29-1992	7
Lucas Industries Limited.	THE PATHFINDER	United Kingdom	34783	29-Dec-15	11
Lucas Industries Limited.	WHEEL & TORCH	United Kingdom	468258	Mar-18-1926	6
Lucas Industries Limited.	WHEEL & TORCH	United Kingdom	468259	Mar-18-1926	13

Companies Form 395  
 LucasVarity (Company number 03207774)  
 Short particulars of all the property mortgaged or charged (Continuation Sheet No. 27)

TRADEMARKS

Chargor	File No	Jurisdiction	Applic No	Applic Date	Patent No	Issued Date	Title (Patent)
Lucas Industries Limited	010693-00	United Kingdom	0129446.1	08/12/01			Motor Position Sensing with Virtual Hall Sensors
Lucas Industries Limited	008901-02	United Kingdom	95113047.5	18/08/95	703132	25/07/01	Brake Master Cylinder
Lucas Industries Limited	008902-02	United Kingdom	96106430.0	24/04/96	747609	05/09/01	Partially lined disc brake
Lucas Industries Limited	008932-02	United Kingdom	95112940.2	17/08/95	700815	15/11/00	Electronically controllable brake booster with a cable feed-through
Lucas Industries Limited	008938-02	United Kingdom	96943064.4	09/12/96	865372	04/07/01	BRAKE SERVO UNIT AND METHOD OF ASSEMBLING SAID UNIT
Lucas Industries Limited	008939-08	United Kingdom	9701740.4	22/09/95	2304847	22/07/98	Clamping Sleeve For Pressure Hoses
Lucas Industries Limited	008945-05	United Kingdom	97914246.0	14/03/97	886593	19/12/01	Main Brake Cylinder (jointly owned with ContiTech Vibration Control GmbH)
Lucas Industries Limited	008946-03	United Kingdom	97921653.8	17/04/97	894213	05/09/01	Ring Shaped Sealing Element (Jointly owned with Conittech Fortelle)

## Companies Form 395

LucasVarity (Company number 03207774)

## Short particulars of all the property mortgaged or charged (Continuation Sheet No. 28)

Chargor	File No	Jurisdiction	Applic No.	Applic Date	Patent No	Issued Date	Title (Patent)
Lucas Industries Limited	008952-02	United Kingdom	96117624.5	04/11/96	774391	27/06/01	Brake Actuation Unit
Lucas Industries Limited	008958-02	United Kingdom	96939014.5	12/11/96	857131	04/09/02	Brake Assembly
Lucas Industries Limited	008961-03	United Kingdom	96116488.6	15/10/96	774322	07/07/99	Clamping device
Lucas Industries Limited	008974-01	United Kingdom	95307222	11/10/95	768223	29/12/99	Brake Cylinder Means for a Motor Vehicle
Lucas Industries Limited	008975-01	United Kingdom	95307220.4	11/10/95	768224	05/01/00	Actuation means for an electron. contr. brake system
Lucas Industries Limited	008983-05	United Kingdom	97923897.9	14/05/97	898532	03/04/02	MASTER CYLINDER FOR A VEHICLE HYDRAULIC BRAKING SYSTEM
Lucas Industries Limited	008995-03	United Kingdom	97907072.9	05/03/97	826113	03/01/01	Part-Lined Disc Brake
Lucas Industries Limited	009003-04	United Kingdom	98105504.9	26/03/98	872661	30/01/02	Assembly for a drum brake and drum brake equipped therewith
Lucas Industries Limited	009004-08	United Kingdom	97950188.9	13/11/97	937212	05/06/02	BRAKE FOR A HYDRAULIC VEHICLE BRAKING SYSTEM, SEALING RING FOR SUCH A BRAKE AND PROCESS FOR PRODUCING THE SAME
Lucas Industries Limited	008465-02	United Kingdom	97939089.5	11/09/97	857135	15/05/02	Electrical Power-Assisted Steering System

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03207774

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 4th JANUARY 2005 AND CREATED BY LUCASVARITY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR OR TO ANY LENDER OR ANY AFFILIATE OF ANY LENDER ON ANY ACCOUNT WHATSOEVER 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 18th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 2005.

*Pangels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES