

MG01

Particulars of a mortgage or charge



231519/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to  
register particulars of a charge for  
a company. To do this, please  
use form MG01s



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07/03/2013

#256

COMPANIES HOUSE

THURSDAY

**1 Company details**

Company number 0 0 0 5 4 8 0 2

Company name in full LUCAS INDUSTRIES LIMITED (the Company)

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 2 7 2 0 1 3

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A security agreement dated 27 February 2013 between the Company, the other Chargors (as  
defined below) and JPMorgan Chase Bank N A (the **Collateral Agent**) as agent and trustee for the  
Secured Creditors (as defined below) (the **Security Agreement**)

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured 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 (as defined below) to any Secured Creditor under any  
Finance Document (as defined below) (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 (as defined below) or any Affiliate (as defined  
below) 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 this  
Security Agreement contravening any law (including section 678 and 679 of the  
Companies Act 2006) (the **Secured Liabilities**)

**Continuation page**  
Please use a continuation page if  
you need to enter more details

**MG01****Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name JPMorgan Chase Bank, N A as the Collateral Agent

Address Loan and Agency Services Group, 500 Stanton Christiana Road

Ops 2, Newark, DE 19713-2107, USA

Postcode

Name

Address

Postcode

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars

Please refer to the attached continuation pages

# MG01

## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X

*Allen & Avery LLP*

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name RMH/ANCB/JEMO/0045844-0000029

Company name  
Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) Pursuant to the terms of the Security Agreement, all the Security</p> <ul style="list-style-type: none"> <li>(i) is created in favour of the Collateral Agent,</li> <li>(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</li> <li>(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</li> </ul> <p>(b) The Security Agreement provides that 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</p> <ul style="list-style-type: none"> <li>(i) the Company must notify the Collateral Agent immediately,</li> <li>(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</li> <li>(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</li> </ul> <p>(c) The Collateral Agent holds the benefit of the Security Agreement on trust for the Secured Creditors</p> <p>(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 Form MG01) shall not affect the validity or enforceability of the Security</p> <p><b>1.2 Land</b></p> <p>(a) Pursuant to the terms of the Security Agreement, the Company charged (subject, in each case, to any Security created by way of fixed charge pursuant to the First</p>

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Security Agreement or the Second Security Agreement or the Third Security Agreement)</p> <p>(i) by way of a first legal mortgage (or in relation to the property located at New Road Main Factory, New Road, New Inn, Pontypool, Gwent, United Kingdom described in Part 1 of schedule 2 to the Security Agreement (as set out at Schedule 2 to this Form MG01) a second 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 the Security Agreement opposite its name (as set out at Schedule 2 to this Form MG01), and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) of clause 2 2 of the Security Agreement (which is described in Paragraph 1 2(a)(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</p> <p>(b) A reference in the Security Agreement (and this Form MG01) to any freehold or leasehold property includes</p> <p>(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</p> <p>(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</p> <p><b>1.3 Investments</b></p> <p>(a) Pursuant to the terms of the Security Agreement, the Company charged (subject, in each case, to any Security created by way of fixed charge pursuant to the First Security Agreement or the Second Security Agreement or the Third Security Agreement)</p> <p>(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 the Security Agreement opposite its name (as set out at Schedule 2 to this Form MG01), and</p> <p>(ii) (to the extent that they are not the subject of a charge under subparagraph (i) of clause 2 3(a) of the Security Agreement (which is described</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>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</p> <p>(b) A reference in the Security Agreement (and this Form MG01) to any share, stock, debenture, bond, warrant, coupon or other security or investment includes</p> <p>(i) any dividend, interest or other distribution paid or payable,</p> <p>(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,</p> <p>(iii) any right against any clearance system, and</p> <p>(iv) any right under any custodian or other agreement,</p> <p>in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p><b>1.4 Plant and machinery</b></p> <p>Pursuant to the terms of the Security Agreement, the Company charged by way of a first fixed charge (subject to any Security created by way of fixed charge pursuant to the First Security Agreement or the Second Security Agreement or the Third Security Agreement) all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p><b>1.5 Credit balances</b></p> <p>Pursuant to the terms of the Security Agreement, the Company charged by way of a first fixed charge (subject to any Security created by way of fixed charge pursuant to the First Security Agreement or the Second Security Agreement or the Third 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</p> <p><b>1.6 Book debts etc.</b></p> <p>Pursuant to the terms of the Security Agreement, the Company charged 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 or the Second Security Agreement or the Third Security Agreement)</p> <p>(a) all of its book and other debts,</p>	

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Short particulars	<p>(b) all other moneys due and owing to it, and</p> <p>(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</p> <p><b>1.7 Insurances</b></p> <p>(a) Pursuant to the terms of the Security Agreement, the Company assigned 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</p> <p>(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), the Company charged 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)</p> <p>(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</p> <p><b>1.8 Other contracts</b></p> <p>(a) Pursuant to the terms of the Security Agreement, the Company assigned by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <p>(i) its Relevant Contracts,</p> <p>(ii) any letter of credit issued in its favour, and</p> <p>(iii) any bill of exchange or other negotiable instrument held by it</p> <p>(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</p> <p>(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</p>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>clause 2 8 of the Security Agreement (which is described in Paragraphs 1 8(a) and (b) above), the Company charged by way of first fixed charge all of its rights and benefits under each agreement and document to which it is a party</p> <p><b>1.9 Intellectual property</b></p> <p>Pursuant to the terms of the Security Agreement, the Company charged by way of a first fixed charge, (subject to any Security created by way of fixed charge pursuant to the First Security Agreement or the Second Security Agreement or the Third 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) to the Security Agreement opposite its name (as set out at Schedule 2 to this Form MG01)</p> <p><b>1.10 Miscellaneous</b></p> <p>Pursuant to the terms of the Security Agreement, the Company charged 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 or the Second Security Agreement or the Third Security Agreement)</p> <ul style="list-style-type: none"> <li>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</li> <li>(b) its goodwill,</li> <li>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</li> <li>(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</li> <li>(e) its uncalled capital</li> </ul> <p><b>1.11 Floating charge</b></p> <ul style="list-style-type: none"> <li>(a) Pursuant to the terms of the Security Agreement, the Company charged by way of a first floating charge (subject to any Security created by way of floating charge pursuant to the First Security Agreement or the Second Security Agreement or the Third Security Agreement) all its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement</li> <li>(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</li> </ul>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(i) an Event of Default is outstanding,</p> <p>(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</p> <p>(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)</p> <p>(c) The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under the Insolvency Act 2000</p> <p>(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</p> <p>(i) if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator, or</p> <p>(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</p> <p>(e) The floating charge created under the Security Agreement is a <b>qualifying floating charge</b> for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986</p> <p>(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</p>

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Short particulars	<p><b>1.12 Excluded assets</b></p> <p>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</p> <p>(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</p> <p>(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,</p> <p>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</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>(a) The Security Agreement contains a clause which provides that the Company may not</p> <p>(i) create or allow to exist any Lien on any of its assets, or</p> <p>(ii) dispose of all or any part of its assets or agree to do so (whether conditionally or not),</p> <p>except as expressly permitted under the Credit Agreement</p> <p>(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) above) 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</p>

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## Particulars of a mortgage or charge

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Short particulars	<p data-bbox="343 378 1024 407">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="442 443 1445 504">secured upon the same assets equally and rateably with the other obligations secured thereon</p> <p data-bbox="442 609 668 638">In this Form MG01</p> <p data-bbox="442 676 1445 1151"><b>Additional Intercreditor Agreement</b> means each intercreditor agreement entered into as contemplated by the terms of the Credit Agreement and substantially in the form of exhibit H of the Credit Agreement or on terms otherwise reasonably satisfactory to the Administrative Agent, provided that, if such intercreditor agreement relates to any Liens on any Collateral located in, or owned by a Loan Party organized under the laws of, a jurisdiction outside of the United States, then (i) the Administrative Agent may opt (in its sole discretion) to require such intercreditor agreement to be governed by applicable foreign law and (ii) the Administrative Agent shall be satisfied that such intercreditor agreement will provide rights and benefits for the Secured Parties and impose obligations and limitations on the "Second Priority Creditors" (as such term is defined in exhibit H of the Credit Agreement) (or the applicable equivalent) under the laws of such jurisdiction substantially equivalent to those rights, benefits, obligations and limitations provided for under New York law by the terms of exhibit H of the Credit Agreement</p> <p data-bbox="442 1189 1445 1285"><b>Administrative Agent</b> means JPMorgan Chase Bank N A in its capacity as administrative agent under the Credit Agreement and its permitted successors and assigns</p> <p data-bbox="442 1323 1445 1420"><b>Affiliate</b> means, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified</p> <p data-bbox="442 1458 1445 1624"><b>Ancillary Facility</b> means any facility or financial accommodation (including any revolving, overdraft, foreign exchange, guarantee, letter of credit, bonding, credit card or automated payment facility) made available to a Foreign Subsidiary Borrower by a Global Revolving Facility Lender pursuant to section 2 22 of the Credit Agreement</p> <p data-bbox="442 1662 1445 1758"><b>Ancillary Facility Document</b> means, with respect to any Ancillary Facility, the agreements between the applicable Foreign Subsidiary Borrower and the Ancillary Lender thereunder providing for such Ancillary Facility</p> <p data-bbox="442 1796 1445 1892"><b>Ancillary Lender</b> means, with respect to an Ancillary Facility, the Global Revolving Facility Lender that has made such Ancillary Facility available pursuant to section 2 22 of the Credit Agreement</p> <p data-bbox="442 1930 1331 1957"><b>Borrowers</b> means the U S Borrower and the Foreign Subsidiary Borrower</p>

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Short particulars	<p><b>Chargor</b> means the Company, the other companies listed in schedule 1 to the Security Agreement (as set out in Schedule 1 to this Form MG01) and each company which becomes a party to the Security Agreement by executing a Deed of Accession</p> <p><b>Closing Date</b> means 28 February 2003</p> <p><b>Collateral</b> means all the "Collateral" as defined in any Security Document and also includes the Mortgaged Properties</p> <p><b>Collateral and Guarantee Requirement</b> has the meaning given to that term in the Credit Agreement</p> <p><b>Control</b> means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contrast or otherwise, and "Controlling" and "Controlled" shall have meanings correlative thereto</p> <p><b>Credit Agreement</b> means the eighth amended and restated credit agreement dated 28 September 2012 between, amongst others, TRW Automotive 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 as syndication agent and J P Morgan Securities LLC and Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated as lead arrangers and joint bookrunners</p> <p><b>Deed of Accession</b> means a deed substantially in the form of schedule 6 (Form of Deed of Accession) of the Security Agreement</p> <p><b>Domestic Subsidiary Loan Party</b> means each Wholly Owned Subsidiary that is not (a) a Foreign Subsidiary, (b) the Receivables Subsidiary, (c) the Transferor or (d) listed on schedule 1 01(h) of the Credit Agreement</p> <p><b>Equity Interests</b> of any person means any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interests in (however designated) equity of such person, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest</p> <p><b>Event of Default</b> has the meaning given to that term in section 7 01 of the Credit Agreement</p> <p><b>Finance Documents</b> 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</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>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 in this Form MG01) arise</p> <p><b>Finco</b> means TRW Automotive Finance (Luxembourg) S À R L , a company organised under the laws of Luxembourg and a Wholly Owned Subsidiary</p> <p><b>Finco Guarantee</b> means the amended and restated Finco guarantee agreement, in the form of exhibit G of the Credit Agreement, between Finco and the Collateral Agent, as amended, supplemented or otherwise modified from time to time</p> <p><b>First Lien Intercreditor Agreement</b> means the first lien intercreditor agreement substantially in the form of exhibit I of the Credit Agreement, with modifications thereto as the Administrative Agent may reasonably agree, provided that, if such intercreditor agreement relates to any Liens on any Collateral located in, or owned by a Loan Party organised under the laws of, a jurisdiction outside of the United States, then (i) the Administrative Agent may opt (in its sole discretion) to require such intercreditor agreement to be governed by applicable foreign law and (ii) the Administrative Agent shall be satisfied that such intercreditor agreement will provide rights and benefits for the Secured Parties and impose obligations and limitations on the "First Priority Creditors" (as such term is defined in exhibit I of the Credit Agreement) (or the applicable equivalent) under the laws of such jurisdiction substantially equivalent to those rights, benefits, obligations and limitations provided for under New York law by the terms of exhibit I of the Credit Agreement</p> <p><b>First Security Agreement</b> means the security agreement dated 28 February 2003 between the Company, the Chargors and the Collateral Agent</p> <p><b>Foreign Currency</b> means (a) with respect to an Ancillary Facility, any currency reasonably acceptable to the Administrative Agent that is freely available, freely transferable and freely convertible into Dollars and (b) otherwise, Euros, Sterling and, to the extent all Global Revolving Facility Lenders then agree to make Loans in such currencies, Canadian dollars and Yen</p> <p><b>Foreign Guarantee</b> means the amended and restated foreign guarantee agreement, in the form of exhibit F of the Credit Agreement, among the Foreign Subsidiary Loan Parties and the Collateral Agent, as amended, supplemented or otherwise modified from time to time</p> <p><b>Foreign Mortgages</b> means the mortgages, deeds of trust, charges, assignments of leases and rents and other security documents delivered on or prior to the Restatement Effective Date with respect to Mortgaged Properties located outside the United States of America or pursuant to section 5 10 of the Credit Agreement, each in form and substance reasonably satisfactory to the Collateral Agent</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>Foreign Pledge Agreement</b> means (a) each pledge agreement listed on schedule 1 01(d) of the Credit Agreement and (b) each other pledge agreement with respect to the Pledged Collateral delivered pursuant to section 5 10 of the Credit Agreement with respect to a Foreign Subsidiary Loan Party or Foreign Subsidiary, in form and substance reasonably satisfactory to the Collateral Agent, in each case, as amended, supplemented or otherwise modified from time to time</p> <p><b>Foreign Security Agreement</b> means one or more security agreements, charges, mortgages or pledges with respect to the Collateral (other than Pledged Collateral or Collateral that is subject to a Foreign Mortgage) of a Foreign Subsidiary Loan Party, each in form and substance reasonably satisfactory to the Collateral Agent, as amended, supplemented or otherwise modified from time to time</p> <p><b>Foreign Subsidiary</b> means any Subsidiary that is incorporated or organised under the laws of any jurisdiction other than the United States of America, any State thereof or the District of Columbia</p> <p><b>Foreign Subsidiary Borrower</b> has the meaning given to that term in the Credit Agreement</p> <p><b>Foreign Subsidiary Loan Party</b> has the meaning given to that term in the Credit Agreement</p> <p><b>Global Revolving Facility Commitment</b> has the meaning given to that term in the Credit Agreement</p> <p><b>Global Revolving Facility Lender</b> means a Lender with a Global Revolving Facility Commitment or with outstanding Global Revolving Facility Loans</p> <p><b>Global Revolving Facility Loan</b> has the meaning given to that term in the Credit Agreement</p> <p><b>Group</b> means Holdings and its Subsidiaries</p> <p><b>Holdings</b> means TRW Automotive Holdings Corp , a Delaware corporation</p> <p><b>Incremental Facility Amendment</b> has the meaning assigned to such term in section 2 23 of the Credit Agreement</p> <p><b>Insurance</b> means any contract of insurance taken out by or on behalf of the Company or under which it has a right to claim</p> <p><b>Intellectual Property Rights</b> means</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(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,</p> <p>(ii) any copyright, data base, software and all embodiments or fixations thereof and related documentation, registrations and franchises or other intellectual property right, or</p> <p>(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,</p> <p>in each case whether registered or not, and includes any related application</p> <p><b>Intercompany Loan Agreement</b> means any agreement specified in Part 3 of schedule 2 (Security Assets) to the Security Agreement opposite its name (as set out at Schedule 2 to this Form MG01) and any other agreement from time to time evidencing or governing a loan made, or credit extended, by the Company to any other member of the Group</p> <p><b>Intercreditor Agreement</b> means the intercreditor agreement dated 28 February 2003, among JP Morgan Chase Bank, as administrative agent, the Receivables Subsidiary, the U S Borrower and the Collateral Agent</p> <p><b>Intermediate Holdings</b> means TRW Automotive Intermediate Holdings Corp , a Delaware corporation</p> <p><b>Lender</b> means each financial institution listed in schedule 2 01 of the Credit Agreement, each person that is a Lender under the Credit Agreement as of the Restatement Effective Date, as well as any person that becomes a "Lender" pursuant to section 9 04 of the Credit Agreement or pursuant to an Incremental Facility Amendment in each case, other than such person that ceases to be a party to the Credit Agreement pursuant to section 9 04 of the Credit Agreement Unless the context otherwise requires, the term "Lender" shall include each Swingline Lender</p> <p><b>Letter of Credit</b> means any letter of credit issued pursuant to section 2 05 of the Credit Agreement (including each letter of credit issued (or deemed issued) under the Credit Agreement and outstanding as of the Restatement Effective Date)</p> <p><b>Lien</b> means, with respect to any asset</p> <p>(i) any mortgage, deed of trust, lien, hypothecation, pledge, encumbrance, charge (fixed or floating), trust arrangements or security interest in or on such asset,</p>



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(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</p> <p>(iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities</p> <p><b>Loan Documents</b> means the Credit Agreement, the Letters of Credit, the Security Documents, the Ancillary Facility Documents, the Intercreditor Agreement, any Additional Intercreditor Agreement, the First Lien Intercreditor Agreement, any promissory note issued under section 2 09(e) of the Credit Agreement and any Incremental Facility Amendment</p> <p><b>Loan Parties</b> means Holdings, the Borrowers and the Subsidiary Loan Parties</p> <p><b>Mortgaged Properties</b> means in relation to any Chargor all freehold and leasehold property which it purports to mortgage or charge under this Security Agreement</p> <p><b>Mortgages</b> means the U S Mortgages and the Foreign Mortgages</p> <p><b>Obligor</b> means each Foreign Subsidiary Borrower, each Chargor and each other Foreign Subsidiary Loan Party</p> <p><b>Parallel Debt Agreement</b> means the amended and restated parallel debt agreement dated 28 September 2012, among Holdings, Intermediate Holdings, the U S Borrower, the Subsidiary Loan Parties and the Collateral Agent, as amended, supplemented or otherwise modified from time to time</p> <p><b>Plant and Machinery</b> means any plant, machinery, computers, office equipment or vehicles owned by the Company or in its possession, but excludes any for the time being forming part of the Company's stock in trade or work in progress</p> <p><b>Pledged Collateral</b> has the meaning assigned to such term in the U S Collateral Agreement or a Foreign Pledge Agreement, as applicable</p> <p><b>Receivables Subsidiary</b> means TRW Auto Global Receivables, LLC, a Delaware limited liability company</p> <p><b>Relevant Contract</b> means</p> <p>(i) each Swap Agreement to which the Company is a party,</p> <p>(ii) each Intercompany Loan Agreement, and</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(iii) any other agreement to which the Company is a party and which the Company and the Collateral Agent have designated a Relevant Contract, and each other agreement or document supplementing or amending any of them</p> <p><b>Required Lenders</b> has the meaning given to that term in the Credit Agreement</p> <p><b>Restatement Effective Date</b> means the date on which the conditions specified in section 4.01 of the Credit Agreement are satisfied (or waived by the Required Lenders)</p> <p><b>Revolving Credit Lender</b> means a Lender with a revolving credit commitment under the Credit Agreement</p> <p><b>Second Security Agreement</b> means the security agreement dated 4 January 2005 between the Company, the Chargors and the Collateral Agent</p> <p><b>Secured Creditors</b> means</p> <ul style="list-style-type: none"> <li>(i) the Revolving Credit Lenders,</li> <li>(ii) the Collateral Agent,</li> <li>(iii) the Administrative Agent,</li> <li>(iv) any Lender and any Affiliate of any Lender to which any obligations described in paragraph (b) of the definition of Secured Liabilities in the Security Agreement (which is referred to in paragraph (b) of the definition of Secured Liabilities in this Form MG01) is owed,</li> <li>(v) each Ancillary Lender,</li> <li>(vi) each Swap Party,</li> <li>(vii) the beneficiaries of each indemnification obligation undertaken by any Obligor under any Loan Document, and</li> <li>(viii) the successors and assigns of each of the foregoing</li> </ul> <p><b>Secured Parties</b> has the meaning assigned to such term in the US Collateral Agreement</p> <p><b>Security</b> means any Lien created, evidenced or conferred by or pursuant to the Security Agreement or any Deed of Accession</p> <p><b>Security Assets</b> means all assets of the Company the subject of the Security Unless the context otherwise requires, a reference to a Security Asset includes (i) any part</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>of that Security Asset, (ii) the proceeds of sale of that Security Asset, and (iii) any present and future assets of that type</p> <p><b>Security Documents</b> means the Mortgages, the U S Collateral Agreement, the Foreign Pledge Agreements, the Foreign Security Agreements, the Foreign Guarantee, the Finco Guarantee, the Parallel Debt Agreement and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to section 5 10 of the Credit Agreement</p> <p><b>Subsidiary</b> means with respect to any person (herein referred to as "parent"), any corporation, partnership, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, directly or indirectly, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent</p> <p><b>Subsidiary Loan Party</b> means each Subsidiary that is (a) a Domestic Subsidiary Loan Party or (b) a Foreign Subsidiary Loan Party</p> <p><b>Swap Agreement</b> means each "Swap Agreement" as defined in the Credit Agreement that</p> <p>(a) 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</p> <p>(b) 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</p> <p><b>Swap Party</b> means each counterparty to a Swap Agreement that is not an Obligor</p> <p><b>Swingline Dollar Commitment</b> means, with respect to each Swingline Dollar Lender, the commitment of such Swingline Dollar Lender to make Swingline Dollar Loans pursuant to section 2 04 of the Credit Agreement The amount of each Swingline Dollar Lender's Swingline Dollar Commitment on the Restatement Effective Date is set forth on schedule 2 04(a) of the Credit Agreement</p> <p><b>Swingline Dollar Lender</b> means a Lender with a Swingline Dollar Commitment or outstanding Swingline Dollar Loans</p> <p><b>Swingline Dollar Loans</b> means the swingline loans denominated in Dollars and made to the U S Borrower pursuant to section 2 04 of the Credit Agreement</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Swingline Foreign Currency Commitment</b> means, with respect to each Swingline Foreign Currency Lender, the commitment of such Swingline Foreign Currency Lender to make Swingline Foreign Currency Loans pursuant to section 2.04 of the Credit Agreement. The amount of each Swingline Foreign Currency Lender's Swingline Foreign Currency Commitment on the Restatement Effective Date is set forth on schedule 2.04(b) of the Credit Agreement.</p> <p><b>Swingline Foreign Currency Lender</b> means a Lender with a Swingline Foreign Currency Commitment or outstanding Swingline Foreign Currency Loans.</p> <p><b>Swingline Foreign Currency Loans</b> means the swingline loans denominated in a Foreign Currency and made to a Foreign Subsidiary Borrower pursuant to section 2.04 of the Credit Agreement.</p> <p><b>Swingline Lender</b> means (i) the Swingline Dollar Lenders, in their respective capacities as Lenders of Swingline Dollar Loans, and (ii) the Swingline Foreign Currency Lenders, in their respective capacities as Lenders of Swingline Foreign Currency Loans.</p> <p><b>Third Security Agreement</b> means the security agreement dated 7 August 2007 between the Company, the Chargors and the Collateral Agent.</p> <p><b>Transferor</b> means TRW Automotive Receivables, LLC, a Delaware limited liability company.</p> <p><b>U.S. Borrower</b> means TRW Automotive, Inc., a Delaware corporation.</p> <p><b>U.S. Collateral Agreement</b> means the amended and restated U.S. guarantee and collateral agreement, as amended, supplemented or otherwise modified from time to time, in the form of exhibit E of the Credit Agreement, among Holdings, the U.S. Borrower, each Domestic Subsidiary Loan Party and the Collateral Agent.</p> <p><b>U.S. Mortgages</b> means the mortgages, deeds of trust, assignments of leases and rents and other security documents, as amended, supplemented or otherwise modified from time to time, with respect to Mortgaged Properties located in the United States of America, delivered pursuant to section 5.10 or section 5.13 of the Credit Agreement, each substantially in the form of exhibit D of the Credit Agreement.</p> <p><b>Wholly Owned Subsidiary</b> of any person means a subsidiary of such person, all of the Equity Interests of which (other than directors' qualifying shares or nominee or other similar shares required pursuant to applicable law) are owned by such person or another Wholly Owned Subsidiary of such person.</p> <p>In this Form MG01, unless the contrary intention appears, a reference to</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) any specified provision of the Security Agreement, any other Finance Document or any other document ancillary or relevant to any Finance Document shall be construed as references to the Security Agreement, that Finance Document, that provision or that document as in force for the time being as amended,</p> <p>(b) words imparting the singular include the plural and vice versa, and</p> <p>(c) the Collateral Agent, the Company, a Chargor or any other person includes its successors in title, permitted assigns and permitted transferees</p>	

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 1

#### THE CHARGORS

##### **Automotive Holdings (UK) Limited**

Country of Incorporation England  
Registered Number 4609841  
Registered Office Stratford Road  
Solihull  
B90 4AX

##### **Girling Limited**

Country of Incorporation England  
Registered Number 867091  
Registered Office Stratford Road  
Solihull B90 4AX

##### **Joseph Lucas Limited**

Country of Incorporation England  
Registered Number 93458  
Registered Office Stratford Road  
Solihull B90 4AX

##### **Lucas Automotive Limited**

Country of Incorporation England  
Registered Number 870649  
Registered Office Stratford Road  
Solihull B90 4AX

##### **Lucas Industries Limited**

Country of Incorporation England  
Registered Number 54802  
Registered Office Stratford Road  
Solihull B90 4AX

##### **Lucas Investments Limited**

Country of Incorporation England  
Registered Number 2952484  
Registered Office Stratford Road  
Solihull B90 4AX

##### **Lucas Limited**

Country of Incorporation England  
Registered Number 872804

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Registered Office	Stratford Road Solihull B90 4AX
	<b>Lucas Service UK Limited</b>	
	Country of Incorporation	England
	Registered Number	458535
	Registered Office	Stratford Road
		Solihull B90 4AX
	<b>Lucas Support Services Limited</b>	
	Country of Incorporation	England
	Registered Number	313111
	Registered Office	Stratford Road
		Solihull B90 4AX
	<b>LucasVarity</b>	
	Country of Incorporation	England
	Registered Number	3207774
	Registered Office	Stratford Road
		Solihull B90 4AX
	<b>TRW Limited</b>	
	Country of Incorporation	England
	Registered Number	872948
	Registered Office	Stratford Road
		Solihull B90 4AX
	<b>TRW LucasVarity Electric Steering Limited</b>	
	Country of Incorporation	England
	Registered Number	3496156
	Registered Office	Stratford Road
		Solihull B90 4AX
	<b>TRW Systems Limited</b>	
	Country of Incorporation	England
	Registered Number	352824
	Registered Office	Stratford Road
		Solihull B90 4AX
	<b>TRW U.K. Limited</b>	
	Country of Incorporation	England
	Registered Number	237206
	Registered Office	Stratford Road
		Solihull B90 4AX

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 2

#### SECURITY ASSETS

#### REAL PROPERTY

#### Chargor

Lucas Industries Limited

#### Jurisdiction

England and  
Wales

#### Address

The freehold land and buildings  
known as New Road Main Factory,  
New Road, New Inn, Pontypool,  
Gwent, United Kingdom NP4 OYZ  
registered with title absolute under  
title number CYM103076

Lucas Industries Limited

England and  
Wales

Part of the land and buildings known  
as Mill Hill, Peterlee, Durham, United  
Kingdom SR8 2HR registered  
leasehold with title absolute under title  
number DU289044

Lucas Industries Limited

England and  
Wales

The freehold land and buildings  
known as College Road, Perry Barr,  
Birmingham, West Midlands, United  
Kingdom B44 8DU registered with  
title absolute under title number  
WM326782



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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SHARES

Name of Company	Description of classes of shares	Chargor	Number of shares held by Chargor
TRW U K Limited	3% Redeemable Non-Cumulative Preference Shares	Lucas Industries Limited	110,000
Lucas Investments Limited	Ordinary	Lucas Industries Limited	175,000,001
Girling Limited	Ordinary	Lucas Industries Limited	351
	7 % Preference	Lucas Industries Limited	150
Joseph Lucas Limited	Ordinary	Lucas Industries Limited	150,000
Lucas Automotive Limited	Ordinary	Lucas Industries Limited	528,115
Lucas Limited	Ordinary	Lucas Industries Limited	351
	7 % Preference	Lucas Industries Limited	150
Lucas Service UK Limited	Ordinary	Lucas Industries Limited	15,999
TRW Limited	Ordinary	Lucas Industries Limited	652
Lucas Support Services Limited	Ordinary	Lucas Industries Limited	249,999
Cityday Limited	Ordinary	Lucas Industries Limited	25,983

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

INTERCOMPANY LOAN AGREEMENTS

Chargor	Legal Name of Borrower	Description of Instrument
Lucas Industries Limited	TRW Deutschland Holding GmbH	Intercompany note, balance €363,559,645

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Trademarks

Case Reference	Chargor	Trademark	Reg. No.	Reg. Date	Classes	Renewal Due	Country
TM-0345-EM-CM	Lucas Industries Limited	AUTOCRUISE			09		European Union
TM-0962-EM-CM	Lucas Industries Limited	AUTOCRUISE (Stylized)	6054019	20 May 2008	09	30 Jun 2017	European Union
TM-0877-EM-CM	Lucas Industries Limited	BRAKECHECK, LUCAS/LUCAS, BRAKECHECK & FOOT (Green)	975524	19 Dec 2000	06,08,09,14,25,37,39,41,42	31 Oct 2018	European Union
TM-0438-EM-CM	Lucas Industries Limited	DIAGONAL	008511875	28 Jun 2010	01,04,06,07,08,09,10,11,12,16,17,20,21,35,37,38,39,40,41,42	31 Aug 2019	European Union
TM-0984-	Lucas Industrie	DIAGONAL DEVICE	1008455	29 Jul	07,09,1	07 Jan	European

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

EM-MP	s Limited	(white on green background)		2010	1,12	2019	Union
TM-0168-EM-CM	Lucas Industries Limited	G & HAND	008512014	28 Jun 2010	01,04,06,08,09,10,12,17,23	31 Aug 2019	European Union
TM-0083-EM-CM	Lucas Industries Limited	GIRLING	008511958	16 Sep 2010	01,04,06,08,09,12,17	31 Aug 2019	European Union
TM-0006-EM-CM	Lucas Industries Limited	LUCAS	5947007	20 May 2008	07	31 May 2017	European Union
TM-0006-EM-CM[2]	Lucas Industries Limited	LUCAS			06,07,08,09,10,11,12,16,17,20,21,26,37,41,42		European Union
TM-0006-EM-MP[2]	Lucas Industries Limited	LUCAS	1002764	07 Jan 2009	07,09,11,12	07 Jan 2019	European Union
TM-0950-EM-CM	Lucas Industries Limited	LUCAS / DIAGONAL	5946991	29 Apr 2008	07	31 May 2017	European Union
TM-0861-EM-CM	Lucas Industries Limited	LUCAS AUTOTECH	712331	16 Mar 2000	16,20,37,41,42	31 Dec 2017	European Union
TM-0862-EM-CM	Lucas Industries Limited	LUCAS AUTOTECH Centre Device (green)	712166	20 Apr 2000	16,20,37,41,42	31 Dec 2017	European Union
TM-0883-EM-CM	Lucas Industries Limited	LUCAS BRAKECHECK CENTRE (green)	975680	29 May 2000	06,08,09,21,25,37,39,41,42	31 Oct 2018	European Union
TM-0438-GB-NF[8]	Lucas Industries Limited	DIAGONAL	1041392	29 Sep 2009	06,07,09,11,12,16,17,	28 Jan 2016	United Kingdom

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

					21		
TM-0438-GB-NF[9]	Lucas Industries Limited	DIAGONAL	2125622	05 Mar 1997	37,41,42	05 Mar 2017	United Kingdom
TM-0168-GB-NF	Lucas Industries Limited	G & HAND	B782219	27 Sep 1958	12	27 Sep 2017	United Kingdom
TM-0168-GB-NF[3]	Lucas Industries Limited	G & HAND	B1003273	13 Dec 1972	09	13 Dec 2017	United Kingdom
TM-0083-GB-NF	Lucas Industries Limited	GIRLING	727417	26 Feb 1954	12	26 Feb 2013	United Kingdom
TM-0083-GB-NF[2]	Lucas Industries Limited	GIRLING	612237	02 Jul 1940	12	02 Jul 2013	United Kingdom
TM-0639-GB-NF	Lucas Industries Limited	GIRLING SCS	1209385	17 Dec 1983	12	17 Dec 2014	United Kingdom
TM-0456-GB-NF	Lucas Industries Limited	GIRLING TWINSTOP	1041054	17 Jan 1975	12	17 Jan 2016	United Kingdom
TM-0371-GB-NF[3]	Lucas Industries Limited	L & ARROW	971260	29 Sep 2009	07,09,12	17 Feb 2016	United Kingdom
TM-0006-GB-NF[12]	Lucas Industries Limited	LUCAS	959684	20 Mar 1974	21, 9,06,07,10,11,12,20	15 May 2015	United Kingdom
TM-0006-GB-NF[13]	Lucas Industries Limited	LUCAS	1064609	15 Feb 1978	07	19 Jun 2017	United Kingdom
TM-0006-GB-NF[20]	Lucas Industries Limited	LUCAS	1118307	26 Jul 1979	06,07,09,11,12,16,21	26 Jul 2020	United Kingdom
TM-0006-GB-NF[23]	Lucas Industries Limited	LUCAS	2125623	26 Jun 1998	37,41,42	05 Mar 2017	United Kingdom

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

TM-0006-GB-NF[26]	Lucas Industries Limited	LUCAS	2455910	16 May 2008	07	17 May 2017	United Kingdom
TM-0006-GB-NF[2]	Lucas Industries Limited	LUCAS	418347B	31 May 1922	07,09,12	06 Sep 2015	United Kingdom
TM-0006-GB-NF[3]	Lucas Industries Limited	LUCAS	314445	10 Aug 1910	06,07,11,12	01 Jul 2017	United Kingdom
TM-0006-GB-NF[4]	Lucas Industries Limited	LUCAS	419973	10 May 1922	11	27 Oct 2015	United Kingdom
TM-0950-GB-NF	Lucas Industries Limited	LUCAS / DIAGONAL	2455911	16 May 2008	07	17 May 2017	United Kingdom
TM-0747-GB-NF	Lucas Industries Limited	LUCAS AUTOCENTRE / LUCAS AUTOCENTRE & DIAGONAL	1318930	25 May 1990	37	15 Aug 2018	United Kingdom
TM-0891-GB-NF	Lucas Industries Limited	LUCAS AUTOTECH(word) & 2 device forms(green and B/W)			06,08,09,14,16,17,18,20,21,25,37,41,42		United Kingdom
TM-0324-GB-NF[3]	Lucas Industries Limited	LUCAS B90 / L & ARROW	951547	01 Jun 1972	07,09,12	24 Nov 2014	United Kingdom
TM-0902-GB-NF	Lucas Industries Limited	LUCAS ELEKTRIK	2220283	24 Jul 2000	07,12	25 Jan 2020	United Kingdom
TM-0007-GB-NF[2]	Lucas Industries Limited	LUCAS,BRITISH MADE / LION WHEEL & FLAMBEAU	418846	03 May 1922	09	24 Sep 2015	United Kingdom
TM-0347-	Lucas Industrie	MARINE	961489	30 Jun	07,09,1	24 Jun	United

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

GB-NF[3]	s Limited	SYMBOL		1971	2	2015	Kingdom
TM-0888-GB-NF	Lucas Industries Limited	PRODUCT INTRODUCTION MANAGEMENT			09,16,35,41,42		United Kingdom

### PATENTS

Chargor(s)	Case Reference	Internal Title	Jurisdiction	First Priority	Filing	Filing Number	Grant	Grant Number
TRW Limited and Lucas Industries Limited	P08-010430-EP-EPT[2]	Steady State Understeer Haptic Controller	European Procedure (Patents)	United Kingdom (NP) - 07 Feb 2001 - 01030154	07 Feb 2002	061137790		
TRW Limited and Lucas Industries Limited	P08-008440-GB-RD	FACIA PANEL REGISTERED DESIGN I	United Kingdom		09 Dec 1998	2079702	04 May 1999	2079702
TRW Limited and Lucas Industries Limited	P08-008441-GB-RD	FASCIA PANEL REGISTERED DESIGN	United Kingdom		09 Dec 1998	2079701	04 May 1999	2079701
TRW Limited and Lucas Industries Limited	P08-008444-GB-EPA	Electrical connector assembly	United Kingdom	United Kingdom (NP) - 27 Sep 1994 - 94194156	25 Sep 1995	953067527	08 Dec 1999	0704344
TRW Limited and Lucas Industries Limited	P08-008484-GB-EPT	Road Profile Prediction	United Kingdom	United Kingdom (NP) - 27 Feb 1998 - 98041122	26 Feb 1999	999361363	24 Aug 2005	1057141
TRW	P08-	Friction Pad	United	United	15 Jan	9890060	16 Jun	0966621

# MG01 - continuation page

## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Limited and Lucas Industries Limited	009733-GB-EPT	for Disc Brake Assembly	Kingdom	Kingdom (NP) - 18 Jan 1997 - 97010250	1998	9 3	2004		
TRW Limited and Lucas Industries Limited	P08-010430-GB-EPT	Steady State Understeer Haptic Controller	United Kingdom	United Kingdom (NP) - 07 Feb 2001 - 01030154	07 Feb 2002	02711019 6	30 Jun 2010	1358	100
TRW Limited and Lucas Industries Limited	P08-010481-GB-EPA	Integrated Powerpack Concept	United Kingdom	United Kingdom (NP) - 08 Mar 2001 - 01056415	05 Mar 2002	02251514 2	18 Aug 2010	1239	152
TRW Limited and Lucas Industries Limited	P08-010514-GB-EPT	Enhanced Steering Feedback during ABS Split Mue Operation	United Kingdom	United Kingdom (NP) - 20 Mar 2001 - 01069251	20 Mar 2002	02720114 4	24 Jan 2007	1370	468
TRW Limited and Lucas Industries Limited	P08-010564-GB-EPT	Oversteer Controller	United Kingdom	United Kingdom (NP) - 20 Mar 2001 - 01069244	20 Mar 2002	02718296 3	19 Jul 2006	1370	456
TRW Limited and Lucas Industries Limited	P08-010689-GB-EPT	Improved Target Selection through Geometric Data Fusion	United Kingdom	United Kingdom (NP) - 17 May 2001 - 01119791	17 May 2002	02735573 4	19 Jul 2006	1393	851



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 54802  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 27  
FEBRUARY 2013 AND CREATED BY LUCAS INDUSTRIES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR AND  
TO 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 25 OF THE COMPANIES ACT  
2006 ON THE 7 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2013

P



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**