

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

206137/13

## Particulars of a mortgage or charge

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3][1][1][1]

237206

Name of company

\* TRW U K Limited (the **Company**)

Date of creation of the charge

7 August 2007

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 and the Collateral Agent  
(as defined below)

Amount secured by the mortgage or charge

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

- (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 this Deed contravening any law (including section 151 of the Companies  
Act 1985) (the **Secured Liabilities**)

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 (the **Collateral Agent**)

Postcode 77002

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
One Bishops Square  
London  
E1 6AO  
Ref 33351-01086 BK 7184360

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD3 \*L10FESC7\* 23/08/2007 443  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(See Continuation Sheet)

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 22/8/2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

**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 Obligor 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) 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
- (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 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)
- (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, 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(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

- (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 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)
- (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 Companies Form 395), 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 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) 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 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) 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 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)

- (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 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
- (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)
- (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 assigned 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 charged 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 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) all of its rights in respect of any Intellectual Property Rights

**1.10 Miscellaneous**

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)

- (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 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) 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 US 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 Security Agreement contains a clause which provides that 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) 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 secured upon the same assets equally and rateably with the other obligations secured thereon

**3. DEFINITIONS AND CONSTRUCTION**

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

**Administrative Agent** means JPMorgan Chase Bank N A in its capacity as administrative agent under the Credit Agreement and its permitted successors and assigns

**Affiliate** 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

**Ancillary Facility** 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

**Ancillary Facility Document** 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

**Ancillary Lender** 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

**Borrowers** means the U S Borrower and the Foreign Subsidiary Borrower

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

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

**Collateral** means all the "Collateral" as defined in any Security Document and also includes the Mortgaged Properties

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



**Control** 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

**Credit Agreement** means the fifth amended and restated credit agreement dated 9 May 2007 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 as syndication agent and JP Morgan Securities Inc and Bank of America Securities LLC as lead arrangers and joint bookrunners

**Deed of Accession** means a deed substantially in the form of schedule 5 (Form of Deed of Accession) of the Security Agreement

**Domestic Subsidiary Loan Party** 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

**Effective Funding Time** has the meaning given to that term in the Credit Agreement

**Equity Interests** 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

**Event of Default** has the meaning given to that term in section 7 01 of the Credit Agreement

**Existing Credit Agreement** means the fourth amendment and restatement agreement dated 17 December, 2004 between Holdings, Intermediate Holdings, the U S Borrower, the Administrative Agent and certain other Lenders pursuant to which the third amended and restated credit agreement dated 2 November, 2004 was amended and restated in its entirety

**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 in this Companies Form 395) arise

**Finco** means TRW Automotive Finance (Luxembourg) S À R L, a company organised under the laws of Luxembourg and a Wholly Owned Subsidiary

**Finco Guarantee** means the 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

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

**Foreign Guarantee** means the 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

**Foreign Mortgages** 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

**Foreign Pledge Agreement** 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

**Foreign Security Agreement** 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

**Foreign Subsidiary** 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

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

**Global Revolving Facility Commitment** has the meaning given to that term in the Credit Agreement

**Global Revolving Facility Lender** means a Lender with a Global Revolving Facility Commitment or with outstanding Global Revolving Facility Loans

**Global Revolving Facility Loan** has the meaning given to that term in the Credit Agreement

**Group** means Holdings and its Subsidiaries

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

**Incremental Facility Amendment** has the meaning assigned to such term in Section 2.23 of the Credit Agreement

**Insurance** means any contract of insurance taken out by or on behalf of the Company 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) to the Security Agreement opposite its name 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

**Intercreditor Agreement** means the intercreditor agreement dated as of February 28, 2003, among JP Morgan Chase Bank, as administrative agent, the Receivables Subsidiary, the U S Borrower and the Collateral Agent

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

**Lender** means each financial institution listed in Schedule 2 01 of the Credit Agreement that has executed a Lender Addendum on 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 For the avoidance of doubt, it is understood that each financial institution that has executed a Lender Addendum on the Restatement Effective Date shall thereby become a party to the Credit Agreement and a Lender thereunder

**Lender Addendum** has the meaning given to that term in Section 4 01(i) of the Credit Agreement

**Letter of Credit** means any letter of credit issued pursuant to Section 2 05 of the Credit Agreement (including each letter of credit issued under the Existing Credit Agreement and outstanding at the Effective Funding Time)

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

- (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** means the Credit Agreement, the Letters of Credit, the Security Documents, the Ancillary Facility Documents, the Intercreditor Agreement, any promissory note issued under Section 2 09(e) of the Credit Agreement and any Incremental Facility Amendment

**Loan Parties** means Holdings, Intermediate Holdings, the Borrowers and the Subsidiary Loan Parties

**Mortgaged Properties** means the owned real properties of the Loan Parties set forth on Schedule 3 18 of the Credit Agreement

**Mortgages** means the U S Mortgages and the Foreign Mortgages

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

**Plant and Machinery** 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

**Pledged Collateral** has the meaning assigned to such term in the U S Collateral Agreement or a Foreign Pledge Agreement, as applicable

**Reaffirmation Agreement** means the Reaffirmation Agreement, attached to the Credit Agreement as Exhibit P, among Holdings, Intermediate Holdings, the U S Borrower and the other Reaffirming Parties (as defined therein), as amended, supplemented or otherwise modified from time to time

**Receivables Subsidiary** means TRW Auto Global Receivables, LLC, a Delaware limited liability company

**Relevant Contract** means

- (i) each Swap Agreement to which the Company is a party,
- (ii) each Intercompany Loan Agreement, and
- (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

**Required Restatement Lenders** has the meaning given to that term in the Credit Agreement

**Restatement Effective Date** means the date on which the conditions specified in Section 4.01 of the Credit Agreement are satisfied (or waived by the Required Restatement Lenders)

**Revolving Credit Lender** means a Lender with a revolving credit commitment under the Credit Agreement

**Second Security Agreement** means the security agreement dated 4 January, 2005 between the Company, the Chargors and the Collateral Agent

**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 in the Security Agreement (which is referred to in paragraph (b) of the definition of Secured Liabilities in this Companies Form 395) 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 the Company the subject of the Security Unless the context otherwise requires, a reference to a Security Asset includes (i) any part of that Security Asset, (ii) the proceeds of sale of that Security Asset, and (iii) any present and future assets of that type

**Security Documents** means the Mortgages, the U S Collateral Agreement, the Foreign Pledge Agreements, the Foreign Security Agreements, the Foreign Guarantee, the Finco Guarantee, the Reaffirmation 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

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

**Subsidiary** 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

**Subsidiary Loan Party** means each Subsidiary that is (a) a Domestic Subsidiary Loan Party or (b) a Foreign Subsidiary Loan Party

**Swap Agreement** means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions 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,

provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the U S Borrower or a Subsidiary shall be a Swap Agreement

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

**Transferor** means TRW Automotive Receivables, LLC, a Delaware limited liability company

**U.S. Borrower** means TRW Automotive, Inc , a Delaware corporation

**U.S. Collateral Agreement** means the 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, Intermediate Holdings, the U S Borrower, each Domestic Subsidiary Loan Party and the Collateral Agent

**U.S. Mortgages** means the mortgages, deeds of trust, assignments of leases and rents and other security documents delivered on the Closing Date, as amended, supplemented or otherwise modified from time to time, with respect to Mortgaged Properties located in the United States of America or pursuant to Section 5.10 of the Credit Agreement, each substantially in the form of Exhibit D of the Credit Agreement

**Wholly Owned Subsidiary** 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

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

- (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,
- (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

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

Lucas Automotive Limited

State of Incorporation England

Registered Number 870649

Registered Office Stratford Road  
Solihull B90 4AX

**Companies Form 395**

**TRW U.K. Limited (Company number 237206)**

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

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**Lucas Industries Limited**

State of Incorporation   England

Registered Number       54802

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

**Lucas Service UK Limited**

State of Incorporation   England

Registered Number       458535

Registered Office        Stratford Road  
                                 Solihull B90 4AX



**Companies Form 395****TRW U.K. Limited (Company number 237206)****Short particulars of all the property mortgaged or charged (Continuation Sheet No. 15)**

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Lucas Support Services Limited

State of Incorporation England

Registered Number 313111

Registered Office Stratford Road  
Solihull B90 4AX

LucasVanty

State of Incorporation England

Registered Number 3207774

Registered Office Stratford Road  
Solihull B90 4AX

TRW Limited

State of Incorporation England

Registered Number 872948

Registered Office Stratford Road  
Solihull B90 4AX

TRW LucasVanty 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

**Companies Form 395**

**TRW U.K. Limited (Company number 237206)**

**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 16)**

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TRW U K Limited

State of Incorporation England

Registered Number 237206

Registered Office Stratford Road  
Solihull B90 4AX

Companies Form 395

TRW U.K. Limited (Company number 237206)

Short particulars of all the property mortgaged or charged (Continuation Sheet No. 17)

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**SCHEDULE 2**

**SECURITY ASSETS**

**SHARES**

<b>Name of Company</b>	<b>Description of classes of shares</b>	<b>Chargor</b>	<b>Number of shares held by Chargor</b>
TRW Systems Limited	Ordinary	TRW U K Limited	200,049,999

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00237206

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 7th AUGUST 2007 AND CREATED BY TRW U K LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR 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 23rd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th AUGUST 2007

*P. Stacey*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES