

MG01

Particulars of a mortgage or charge



231513/13

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

THURSDAY



A23M6C17

A17

07/03/2013

#246

COMPANIES HOUSE

1 Company details

Company number 0 0 2 3 7 2 0 6

Company name in full TRW U K LIMITED (the Company)

4 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 d2 d7 m0 m2 y2 y0 y1 y3

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

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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	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

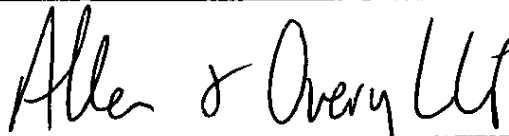
Continuation page

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

Short particulars Please refer to the attached continuation pages

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	Nil	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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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 or email 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

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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>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) Pursuant to the terms of the Security Agreement, all the Security</p> <p>(i) is created in favour of the Collateral Agent,</p> <p>(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</p> <p>(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <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> <p>(i) the Company must notify the Collateral Agent immediately,</p> <p>(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</p> <p>(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</p> <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>1.2 Land</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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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 the case of Lucas Industries Limited and the property located at New Road Main Factory, New Road, New Inn, Pontypool, Gwent, United Kingdom described in Part 1 of Schedule 2 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>1.3 Investments</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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6	Short particulars of all the property mortgaged or charged
	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> <ul style="list-style-type: none"> (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, <p>in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p>1.4 Plant and machinery</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>1.5 Credit balances</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>1.6 Book debts etc.</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"> (a) all of its book and other debts,

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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>1.7 Insurances</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>1.8 Other contracts</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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	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>1.9 Intellectual property</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>1.10 Miscellaneous</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"> (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 <p>1.11 Floating charge</p> <ul style="list-style-type: none"> (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 (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. 	

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6	Short particulars of all the property mortgaged or charged	
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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 qualifying floating charge 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>1.12 Excluded assets</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>2. RESTRICTIONS ON DEALINGS</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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Short particulars	<p>secured upon the same assets equally and rateably with the other obligations secured thereon</p> <p>In this Form MG01</p> <p>Additional Intercreditor Agreement 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>Administrative Agent means JPMorgan Chase Bank N A in its capacity as administrative agent under the Credit Agreement and its permitted successors and assigns</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>Borrowers means the U S Borrower and the Foreign Subsidiary Borrower</p>

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Short particulars	<p>Chargor 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>Closing Date means 28 February 2003</p> <p>Collateral means all the "Collateral" as defined in any Security Document and also includes the Mortgaged Properties</p> <p>Collateral and Guarantee Requirement has the meaning given to that term in the Credit Agreement</p> <p>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</p> <p>Credit Agreement 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 JP Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated as lead arrangers and joint bookrunners</p> <p>Deed of Accession means a deed substantially in the form of schedule 6 (Form of Deed of Accession) of the Security Agreement</p> <p>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</p> <p>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</p> <p>Event of Default has the meaning given to that term in section 7 01 of the Credit Agreement</p> <p>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</p>	

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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>Finco means TRW Automotive Finance (Luxembourg) S À R L , a company organised under the laws of Luxembourg and a Wholly Owned Subsidiary</p> <p>Finco Guarantee 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>First Lien Intercreditor Agreement 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>First Security Agreement means the security agreement dated 28 February 2003 between the Company, the Chargors and the Collateral Agent</p> <p>Foreign Currency 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>Foreign Guarantee 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>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</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>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</p> <p>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</p> <p>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</p> <p>Foreign Subsidiary Borrower has the meaning given to that term in the Credit Agreement</p> <p>Foreign Subsidiary Loan Party has the meaning given to that term in the Credit Agreement</p> <p>Global Revolving Facility Commitment has the meaning given to that term in the Credit Agreement</p> <p>Global Revolving Facility Lender means a Lender with a Global Revolving Facility Commitment or with outstanding Global Revolving Facility Loans</p> <p>Global Revolving Facility Loan has the meaning given to that term in the Credit Agreement</p> <p>Group means Holdings and its Subsidiaries</p> <p>Holdings means TRW Automotive Holdings Corp , a Delaware corporation</p> <p>Incremental Facility Amendment has the meaning assigned to such term in section 2 23 of the Credit Agreement</p> <p>Insurance 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>Intellectual Property Rights 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>Intercompany Loan Agreement 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>Intercreditor Agreement 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>Intermediate Holdings means TRW Automotive Intermediate Holdings Corp , a Delaware corporation</p> <p>Lender 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>Letter of Credit 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>Lien 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>Loan Documents 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>Loan Parties means Holdings, the Borrowers and the Subsidiary Loan Parties</p> <p>Mortgaged Properties means in relation to any Chargor all freehold and leasehold property which it purports to mortgage or charge under this Security Agreement</p> <p>Mortgages means the U S Mortgages and the Foreign Mortgages</p> <p>Obligor means each Foreign Subsidiary Borrower, each Chargor and each other Foreign Subsidiary Loan Party</p> <p>Parallel Debt Agreement 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>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</p> <p>Pledged Collateral has the meaning assigned to such term in the U S Collateral Agreement or a Foreign Pledge Agreement, as applicable</p> <p>Receivables Subsidiary means TRW Auto Global Receivables, LLC, a Delaware limited liability company</p> <p>Relevant Contract 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>Required Lenders has the meaning given to that term in the Credit Agreement</p> <p>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 Lenders)</p> <p>Revolving Credit Lender means a Lender with a revolving credit commitment under the Credit Agreement</p> <p>Second Security Agreement means the security agreement dated 4 January 2005 between the Company, the Chargors and the Collateral Agent</p> <p>Secured Creditors means</p> <ul style="list-style-type: none"> (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 Form MG01) 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 <p>Secured Parties has the meaning assigned to such term in the US Collateral Agreement</p> <p>Security means any Lien created, evidenced or conferred by or pursuant to the Security Agreement or any Deed of Accession</p> <p>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</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>Security Documents means the Mortgages, the US 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>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</p> <p>Subsidiary Loan Party means each Subsidiary that is (a) a Domestic Subsidiary Loan Party or (b) a Foreign Subsidiary Loan Party</p> <p>Swap Agreement 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>Swap Party means each counterparty to a Swap Agreement that is not an Obligor</p> <p>Swingline Dollar Commitment 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>Swingline Dollar Lender means a Lender with a Swingline Dollar Commitment or outstanding Swingline Dollar Loans</p> <p>Swingline Dollar Loans 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>Swingline Foreign Currency Commitment 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>Swingline Foreign Currency Lender means a Lender with a Swingline Foreign Currency Commitment or outstanding Swingline Foreign Currency Loans.</p> <p>Swingline Foreign Currency Loans 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>Swingline Lender 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>Third Security Agreement means the security agreement dated 7 August 2007 between the Company, the Chargors and the Collateral Agent.</p> <p>Transferor means TRW Automotive Receivables, LLC, a Delaware limited liability company.</p> <p>U.S. Borrower means TRW Automotive, Inc., a Delaware corporation.</p> <p>U.S. Collateral Agreement 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>U.S. Mortgages 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>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.</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	<p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">THE CHARGORS</p> <p>Automotive Holdings (UK) Limited Country of Incorporation England Registered Number 4609841 Registered Office Stratford Road Solihull B90 4AX</p> <p>Girling Limited Country of Incorporation England Registered Number 867091 Registered Office Stratford Road Solihull B90 4AX</p> <p>Joseph Lucas Limited Country of Incorporation England Registered Number 93458 Registered Office Stratford Road Solihull B90 4AX</p> <p>Lucas Automotive Limited Country of Incorporation England Registered Number 870649 Registered Office Stratford Road Solihull B90 4AX</p> <p>Lucas Industries Limited Country of Incorporation England Registered Number 54802 Registered Office Stratford Road Solihull B90 4AX</p> <p>Lucas Investments Limited Country of Incorporation England Registered Number 2952484 Registered Office Stratford Road Solihull B90 4AX</p> <p>Lucas Limited Country of Incorporation England Registered Number 872804</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	Registered Office	Stratford Road Solihull B90 4AX
	Lucas Service UK Limited	
	Country of Incorporation	England
	Registered Number	458535
	Registered Office	Stratford Road Solihull B90 4AX
	Lucas Support Services Limited	
	Country of Incorporation	England
	Registered Number	313111
	Registered Office	Stratford Road Solihull B90 4AX
	LucasVarity	
	Country of Incorporation	England
	Registered Number	3207774
	Registered Office	Stratford Road Solihull B90 4AX
	TRW Limited	
	Country of Incorporation	England
	Registered Number	872948
	Registered Office	Stratford Road Solihull B90 4AX
	TRW LucasVarity Electric Steering Limited	
	Country of Incorporation	England
	Registered Number	3496156
	Registered Office	Stratford Road Solihull B90 4AX
	TRW Systems Limited	
	Country of Incorporation	England
	Registered Number	352824
	Registered Office	Stratford Road Solihull B90 4AX
	TRW U.K. Limited	
	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

None as at the date of the Security Agreement

SHARES

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

INTERCOMPANY LOAN AGREEMENTS

None as at the date of the Security Agreement

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

None as at the date of the Security Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 237206
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 27
FEBRUARY 2013 AND CREATED BY TRW U.K. 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

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Companies House



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