

# MR05

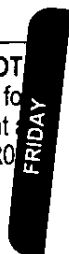
Statement that part or the whole of the property  
charged (a) has been released from the charge  
(b) no longer forms part of the company's property



You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement that part or the  
whole of the property charged  
has either (a) been released from  
the charge or (b) no longer forms  
part of the company's property

☐ **What this form is NOT**  
You may not use this form to  
register this statement.  
LLP Use form LL MR05



A28 \*A2N53NEC\*  
13/12/2013 #63  
COMPANIES HOUSE

## 1 Company details

Company number 2 3 7 2 0 6

Company name in full TRW UK Limited (the Company)



→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation ①

When was the charge created?

→ **Before 06/04/2013** Complete **Part A** and **Part C**

→ **On or after 06/04/2013** Complete **Part B** and **Part C**

① **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 2 8 0 2 2 0 0 3

② **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

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

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

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

A3

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

(see Continuation Sheets No 1- No.9)

**Continuation page**

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

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

B1	Charge code
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Charge code **1** Please give the charge code. This can be found on the certificate.

**1 Charge code**  
This is the unique reference code allocated by the registrar

<b>C1</b>	<b>Cease or release</b>
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→ Go to **Section C3**

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets  
or property

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

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property

C3

**Details of the person delivering this statement and their interest in the charge**

	Please give the name of the person delivering this statement
Forename(s)	Allen & Overy LLP
Surname	
	Please give the address of the person delivering this statement
Building name/number	
Street	One Bishops Square
Post town	London
County/Region	
Postcode	E 1 6 A D
	Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	On behalf of the Collateral Agent

C4

**Signature**

	Please sign the form here
Signature	<div>Signature</div> <div>X <i>Allen &amp; Overy LLP</i> X</div> <div>on behalf of the Collateral Agent</div>

## MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property



### 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. The contact information you give will be visible to searchers of the public record.

Contact name JEMO/ANCB 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 +44 20 3088 4458



### 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

#### Part A Charges created before 06/04/2013

- ☐ You have given the charge date  
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

#### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

#### Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1  
☐ You have given a description of assets or property released from the charge (if appropriate)  
☐ You have given the details of the person delivering this statement in Section C3  
☐ You have signed the form



### Important information

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



### Where to send

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

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

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

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

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

**1. CREATION OF SECURITY**

**1.1 General**

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

**1.2 Land**

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

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**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 2)**

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 in the Form 395 originally filed for the Security Agreement and this Form MR05) to any freehold or leasehold property includes
- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Company, and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any moneys paid or payable in respect of those covenants

**1.3 Investments**

- (a) Pursuant to the terms of the Security Agreement, the Company charges
- (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 Form 395 originally filed for the Security Agreement opposite its name, and
  - (ii) (to the extent that they are not the subject of a charge under sub-paragraph (i) of clause 2.3(a) of the Security Agreement (which is described in Paragraph 1.3(a)(i) above)) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in the Security Agreement (and in the Form 395 originally filed for the Security Agreement and this Form MR05) to any share, stock, debenture, bond, warrant, coupon or other security or investment includes
- (i) any dividend, interest or other distribution paid or payable,
  - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
  - (iii) any right against any clearance system, and
  - (iv) any right under any custodian or other agreement,
- in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

**1.4 Plant and machinery**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession

**1.5 Credit balances**

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

**1.6 Book debts etc.**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) of clause 2 6 of the Security Agreement (which are described in Paragraphs 1 6(a) and (b) above) including in each case the proceeds of the same

**1.7 Insurances**

- (a) Pursuant to the terms of the Security Agreement, the Company assigns by way of security, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all its rights in connection with those amounts
- (b) To the extent that they are not effectively assigned under paragraph (a) of clause 2 7 of the Security Agreement (which is described in Paragraph 1 7(a) above), each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) of clause 2 7 of the Security Agreement (which is described in Paragraph 1 7(a) above)
- (c) A reference in this Subparagraph to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party

**1.8 Other contracts**

- (a) Pursuant to the terms of the Security Agreement, the Company assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of
  - (i) its Relevant Contracts,
  - (ii) any letter of credit issued in its favour, and
  - (iii) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that any such right, title and interest described in paragraph (a) of clause 2 8 of the Security Agreement (which is described in Paragraph 1 8(a) above) is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) of clause 2 8 of the Security Agreement (which is described in Paragraph 1 8(a) above) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or



income which the Company may derive therefrom or be awarded or entitled to in respect thereof

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

### **1.9 Intellectual property**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge, 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 Form 395 originally filed for the Security Agreement opposite its name

### **1.10 Miscellaneous**

Pursuant to the terms of the Security Agreement, the Company charges by way of a first fixed charge

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

### **1.11 Floating charge**

- (a) Pursuant to the terms of the Security Agreement, the Company charges by way of a first floating charge 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)(i), (ii) 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

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**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 6)**

5 10(h)(ii) or (iii) of the Credit Agreement (other than those set forth in joint venture agreements to which the U S Borrower or any of its Subsidiaries is a party) or paragraph (b) of clause 2 12 of the Security Agreement (which is described in Paragraph 1 12 above) For the avoidance of doubt, with effect from any such waiver or elimination, the asset concerned shall be subject to a first fixed charge or, as the case may be, assignment by way of security which is referred to in the relevant clause of the Security Agreement

**2. RESTRICTIONS ON DEALINGS**

(a) The Company may not

(i) create or allow to exist any Lien on any of its assets, or

(ii) dispose of all or any part of its assets or agree to do so (whether conditionally or not), except as expressly permitted under the Credit Agreement

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

The following terms used in this Form MR05 have the meanings set out below

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

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

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

**Credit Agreement** means the credit agreement dated on or about the date of the Security Agreement between TRW Automotive Holdings Corp , TRW Intermediate Holdings Corp , TRW Automotive Acquisition Corp , the Foreign Subsidiary Borrowers party thereto, the Lenders party thereto, JPMorgan Chase Bank as Administrative Agent and Collateral Agent, Credit Suisse First Boston, acting through its Cayman Islands Branch, Lehman Commercial Paper Inc , and Deutsche Bank Securities Inc , as Co-ordination Agents, and Bank of America, N A as Documentation Agent

**Chargor** means the Company and the other companies listed in Schedule 1 to the Form 395 originally filed for the Security Agreement as chargors (together with each company which becomes a party to the Security Agreement by executing a Deed of Accession, each a **Chargor** and together the **Chargors**),

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

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

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

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**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 7)**

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

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

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

**Finance Documents** means the Loan Documents, the Swap Agreements and any documents entered into between an Obligor and any Lender (or any Affiliate of any Lender) pursuant to, or in connection with, any of the obligations or liabilities described in paragraph (b) of the definition of Secured Liabilities in the Security Agreement (which is described in paragraph (i) of the definition of Secured Liabilities in this Form MR05) arise

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

**Group** means Holdings and its Subsidiaries

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

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

**Intellectual Property Rights** means

- (i) any know-how, show-how, patent, trade mark, service mark, design, business name, domain name, invention, trade secret, topographical or similar right or other data and information,
- (ii) any copyright, data base, software and all embodiments or fixations thereof and related documentation, registrations and franchises or other intellectual property right, or

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 Form 395 originally filed for the Security Agreement opposite its name and any other agreement from time to time evidencing or governing a loan made, or credit extended, by any Chargor to any other member of the Group

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

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

- (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

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**Short particulars of all the property mortgaged or charged (Continuation Sheet No. 8)**

- (iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities

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

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

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

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

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

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

**Secured Creditors** means

- (i) the Revolving Credit Lenders,
- (ii) the Collateral Agent,
- (iii) the Administrative Agent,
- (iv) any Lender and any Affiliate of any Lender to which any obligations described in paragraph (b) of the definition of Secured Liabilities in the Security Agreement (which is referred to in paragraph (ii) of the definition of Secured Liabilities in this Form MR05) 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

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of

- (i) each Obligor to any Secured Creditor under any Finance Document (including liabilities and obligations accruing during the pendency of any bankruptcy,

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

insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), and

- (ii) each Obligor to any Lender or any Affiliate of any Lender in respect of overdrafts and related liabilities and obligations arising from or in connection with treasury, depository or cash management services or in connection with any automated clearing house transfer of funds,

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

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

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

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

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

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

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

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

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

In this Form MR05, unless the contrary intention appears, a reference to

- (a) a Paragraph, a Subparagraph or a Schedule is a reference to a paragraph or subparagraph of, or a schedule to this Form MR05,
- (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