

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

000000074
395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

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

To the Registrar of Companies

For official use

ACCOUNT RECEIVED
10 APR 2000
Company number
1954084

Name of company

Viasystems II Limited (the "Company")

insert full name
of company

Date of creation of the charge

29 March 2000

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

A group debenture dated 29 March 2000 between European PCB Group (Cayman Islands), Ltd. (the "Parent"), certain other of the Parent's UK resident subsidiaries specified therein and the Chargee (as defined below)(the "Debenture")

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

Norton Rose
Kempson House
Canomile Street
London EC3A 7AN

TXP/RIJ/AA00765/Form395viall

Time critical reference

For official Use
Mortgage Section

Post room



Amount secured by the mortgage or charge

All moneys, obligations and liabilities now or hereafter due, owing or incurred to the Chargee (as defined below as security agent) (the "Security Agent"), Chase Manhattan International Limited as administrative agent (the "Administrative Agent"), Chase Securities Inc. as arranger (the "Arranger"), each bank or other financial institution whose name and address is set out in schedule 1 to the Facility Agreement (as defined below) or which assumes rights and obligations pursuant to a substitution certificate substantially in accordance with the terms of schedule 5 to the Facility Agreement (the "Banks"), The Chase Manhattan Bank or such alternative Bank as may have agreed in writing with Viasystems Tyneside Limited ("Tyneside") and the Administrative Agent to issue certain letters of credit under the Facility Agreement (the "Fronting Bank"), such banks and financial institutions whose names and addresses are set out in schedule 1 to the Facility Agreement which shall at any relevant time make available Ancillary Facilities (as defined below) as ancillary facilities banks (the "Ancillary Facilities Banks") and Bank of America, N.A. and Deutsche Bank A.G. London as syndication agents (the "Syndication Agents") as the finance parties (and in each case any respective successors in title, assignees and transferees) (the "Finance Parties") or any of them including, without limitation, all moneys, obligations and liabilities due, owing or incurred under or pursuant to:

(A) the following documents (together and each as may from time to time be amended, varied, novated, supplemented or replaced, the "Finance Documents"), namely:

(a) the £15,767,897 senior secured revolving credit facility dated 29 March 2000 made between, amongst others, the Parent, Tyneside, the Arranger, the Syndication Agents, the Banks, the Administrative Agent and the Chargee (the "Facility Agreement");

(b) each of the letters in the agreed form entered into, or to be entered into, between an Ancillary Facilities Bank and any borrower under the Facility Agreement (each a "Borrower") setting the terms and conditions on and subject to which the ancillary facilities made available in accordance with the Facility Agreement (the "Ancillary Facilities") are available to such Borrower (the "Ancillary Facilities Letters");

(c) the letter dated on or around 29 March 2000 entered into between (amongst others) Tyneside, the Administrative Agent, the Syndication Agents and the Arranger setting out the fees payable in respect of the provision of the facilities under the Facility Agreement (the "Fee Letter");

(d) the documents evidencing the BACS facilities from time to time made available to the Borrowers by the Ancillary Facilities Banks (the "BACS Documents");

(e) those of the following documents which have been executed (or purported to have been executed) by all parties thereto and have not been discharged or released at such time (the "Security Documents"):

(i) any pooling agreements in favour of Ancillary Facilities Banks entered into, or to be entered into from time to time, by the Borrowers in order to create Encumbrances (as defined below) over credit balances on certain bank accounts in order to facilitate the operation of such bank accounts on a net balance basis and subject to certain netting arrangements;

(ii) a share pledge governed by Swedish law dated 29 March 2000 entered into by M-Tech Circuits Limited in favour of the Chargee over the entire issued share capital of Viasystems

Amount secured by the mortgage or charge

Sweden AB;

(iii) any guarantees entered into, or to be entered into by Viasystems Europe B.V., Zincocelere Acquisition Srl and/or Viasystems Sweden AB in favour of the Security Agent guaranteeing all amounts from time to time owing under the Finance Documents (subject to any limitations imposed by applicable law);

(iv) a share pledge governed by Italian law entered into, or to be entered into by Viasystems Europe B.V. in favour of the Security Agent to secure its relevant guarantee referred to in (iii) above over the entire issued share capital of Zincocelere Acquisition Srl;

(v) a share pledge governed by Italian law entered into, or to be entered into by Zincocelere Acquisition Srl in favour of the Security Agent to secure its relevant guarantee referred to in (iii) above over the entire issued share capital of Viasystems Srl;

(vi) a share pledge governed by Dutch law entered into, or to be entered into by the Parent in favour of the Security Agent over the entire issued share capital of Viasystems Europe BV;

(v) a guarantee and share mortgage governed by English law and entered into by Viasystems Srl in favour of the Security Agent over the entire issued share capital of Viasystems Blackburn Limited from time to time owned by it;

(vi) any supplemental deed to the Debenture (and/or such other Security Documents as the Administrative Agent shall reasonably require);

(vii) the Debenture;

(viii) any and all other mortgages, pledges, liens, charges, assignments for the purpose of providing security, hypothecations, rights in security, security interests or trust arrangements for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including, without limitation, the deposit of moneys or property with a person with the primary intention of affording such person a right of set-off or lien) ("Encumbrances"), guarantees and other instruments from time to time entered into by the Parent or any of its subsidiaries from time to time by way of guarantee and/or security in respect of amounts owed to the Finance Parties under the Facility Agreement (whether or not also in respect of any other obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent).

(B) the guarantees and indemnities given by the Company under the Debenture, which secure all the obligations under the Finance Documents of, amongst others, each of the Company, the Parent and each of the Parent's subsidiaries which becomes party to any Finance Document.

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

Chase Manhattan International Limited of 125 London Wall, London EC2Y 5AJ acting as security agent and trustee for the Finance Parties and any successors in title in respect of any of them pursuant to the Facility Agreement (the "Chargee")

Short particulars of all the property mortgaged or charged

1. The Debenture charges all of the present and future assets of the Company.

Short particulars of all the property mortgaged or charged

2. The Debenture creates first legal mortgages over all land, interests in land and fixtures (except where the creation of such security interest therein is prohibited either absolutely or without the consent of a third party including a lessor).

3. The Debenture creates first fixed charges over all of the present and future assets of the Company of the following types:

(a) land, interests in land and fixtures (except where the creation of such security interest therein is prohibited either absolutely or without the consent of a third party including a lessor);

(b) plant, machinery and equipment (other than that forming part of the Company's stock in trade or work in progress);

(c) stocks, shares (other than shares in certain companies excluded under the terms of the Debenture owned by the Parent), bonds, debentures, loan stocks and other securities of any kind;

(d) debts, revenues, claims and any and all amounts arising from any Encumbrance and collateral instruments containing or evidencing an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and includes any document creating or evidencing any Encumbrance (the "Debts");

(e) any interest bearing block deposit accounts in the name of any Borrower opened, or to be opened, with The Chase Manhattan Bank or any replacement bank selected by the Agent and agreed to by the Parent (acting reasonably), the Fronting Bank or an Ancillary Facilities Bank (the "Cash Collateral Accounts"), certain bank accounts (the "Accounts"), the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of the Cash Collateral Accounts, the Accounts and any other bank or other account (including a current account) of the Parent or any of its subsidiaries which are a party to the Debenture;

(f) the benefit of insurances;

(g) any beneficial interest, claim or entitlement in any pension fund;

(h) goodwill and uncalled capital;

(i) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the assets specified in paragraphs 2 and 3(a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and

(j) intellectual property of all kinds.

4. The Debenture creates a first floating charge over all other present and future assets of the Company.

5. The Debenture contains a covenant by the Company that that it will not, without the prior written consent of the Chargee:

(a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (except any Encumbrance permitted under the Facility Agreement) on or over the Debts or any

Short particulars of all the property mortgaged or charged

part thereof or release, set off or compound or deal with the same except as expressly permitted pursuant to the terms of the Facility Agreement or as otherwise agreed by the Administrative Agent acting on the instructions of all Banks;

(b) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance (except any Encumbrance permitted under the Facility Agreement) on or affecting assets described in paragraphs 2 and 3 above, or any part thereof; or

(c) dispose of the assets described in paragraphs 2 and 3 above or any part thereof or attempt or agree so to do except disposals expressly permitted or contemplated by the terms of the Facility Agreement or as otherwise agreed by the Administrative Agent acting on the instructions of certain Banks.

6. If the Company creates or attempts to create a security interest of any kind over any of the assets subject to the floating charge otherwise than in accordance with the covenant referred to in paragraph 4 above or if any person levies or attempts to levy any form of execution or process in respect of any of such assets, the floating charge over the assets concerned will automatically be converted into a fixed charge.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 13/04/00

On behalf of **mortgagee/chargee**

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01954084

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GROUP DEBENTURE BETWEEN EUROPEAN PCB GROUP (CAYMAN ISLANDS) LTD. (THE "PARENT") CERTAIN OTHER OF THE PARENT'S UK RESIDENT SUBSIDIARIES (AS SPECIFIED THEREIN) AND THE CHARGE DATED THE 29th MARCH 2000 AND CREATED BY VIASYSTEMS II LIMITED FOR SECURING EACH OBLIGOR COMPANY COVENANTS TO PAY TO CHASE MANHATTAN INTERNATIONAL LIMITED ACTING AS SECURITY AGENT AND TRUSTEE FOR THE FINANCE PARTIES AND ANY SUCCESSORS IN TITLE IN RESPECT OF ANY OF THEM PURSUANT TO THE FACILITY AGREEMENT ALL MONIES OBLIGATIONS AND LIABILITIES DUE, OWING OR INCURRED BY IT TO THE FINANCE PARTIES (AS DEFINED) OR ANY OF THEM UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) AND IN ACCORDANCE WITH THE TERMS OF THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2000.

CC Da



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E