

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

dlw
504025

M70/10 MAR/LW

47

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blinding margin

For official use

Company number

M104

509,133

Please complete
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block lettering

Name of company

MASSEY-FERGUSON (UNITED KINGDOM)

Limited*

* delete if
inappropriate

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

A Charge dated 7th March, 1983 between Massey-Ferguson Holdings Limited ("Holdings"), Massey-Ferguson-Perkins Limited, Massey-Ferguson (United Kingdom) Limited (the "Company") and others, Barclays Bank PLC as agent for certain Banks (the "Banks"), the Secretary of State acting by the Export Credits Guarantee Department ("ECGD") Eagle Star Insurance Company Limited (the "Loan Stock Trustee") as Trustee for the holders of the 7 1/2 per cent Debenture Stock 1987/92 of Holdings and Barclays Bank PLC (the "Trustee") as Trustee for the Banks, ECGD and the Loan Stock Trustee (the "Charge")

Amount due or owing on the mortgage or charge

All Indebtedness (as defined in the Charge) to the Banks, ECGD or the Loan Stock Trustee, all costs, charges, losses and expenses incurred by the Trustee in relation to the Charge and the enforcement of its rights thereunder, any amounts due to the Trustee pursuant to Clause 16 of the Charge and interest on the foregoing as specified in the Charge.

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

Barclays Bank PLC 54 Lombard Street, London EC3P 3AH

Trustee of the security created by the Charge for the Banks, ECGD and the Loan Stock Trustee.

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

Linklaters & Paines
Barrington House
59-67 Gresham Street
London EC2V 7JA (JTK)

For official use

Mortgage section

Post room

REGISTERED

9 MAR 1983



Time critical reference

Short particulars of all the property mortgaged or charged

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type or bold
block lettering

See attached Schedule

Particulars as to commission, allowance or discount (note 3)

Signed Winklatara Parva Date 8th March 1983
Designation of position in relation to the company Solicitors to Mortgagee

Notes

- 1 The original instrument creating the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95 (1)). 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (section 95 (3)). A certified copy of the instrument creating the charge will only be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company.
- 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.

SCHEDULE

(1) first fixed equitable charge on all estates or interests in any freehold and leasehold property belonging to the Company at the date of the Charge together with all fixtures thereon;

(2) first fixed equitable charge on all freehold and leasehold property subsequently acquired by the Company together with all fixtures thereon;

(3) first fixed charge on:-

(a) all book debts and other debts at the date of the Charge or at any time during the continuance of the Charge due or owing to the Company and the benefit of all rights, securities and guarantees of any nature whatsoever at the date of the Charge or at any time enjoyed or held by the Company in relation thereto;

(b) all stocks, shares or other securities at the date of the Charge or at any time during the continuance of the Charge belonging to the Company;

(c) all the uncalled capital for the time being of the Company;

(d) all the patents (including applications and rights to apply therefore), copyrights, rights in trademarks whether registered or not, goodwill and rights in confidential information at the date of the Charge or at any time during the continuance of the Charge belonging to the Company;

(e) the benefit of all the licences of patents (including applications), trademarks, copyrights and rights in confidential information at the date of the Charge or at any time during the continuance of the Charge which have been or are to be granted either by or to the Company.

(4) first floating charge over the undertaking of the Company and all its other property, assets and rights whatsoever and wheresoever both present and future insofar as such property, assets and rights are not subject to a fixed charge or legal mortgage by virtue of the Charge;

in each case subject to the provisions set out in the Charge.

NOTES: (1) The Company is prohibited by the terms of certain Agreements entered into in connection with the Charge from creating or permitting to subsist any mortgage, charge, pledge, or lien (other than a lien arising by operation of law and other than certain specified existing security interests) on or affecting any part of its property.

(2) It is stated in the Charge that any security created after the Charge (otherwise than in favour of the Trustee in its capacity as such) shall be expressed to be subject to the Charge and shall rank thereafter.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the **7th March 1983**
and created by **MASSEY-FERGUSON (UNITED KINGDOM) LIMITED** for
securing all monies due or to become due from the Company and/or
all or any of the companies named therein to Barclays Bank PLC
as trustee under the terms of the Charge

was registered pursuant to section 95 of the Companies Act, 1948, on
the **9th March 1983**

Given under my hand at Cardiff the **18 MAR 1983**

No. **509153**

I. RENOWDEN
Assistant Registrar of Companies

Certificate and instrument received by

.....

.....

Date **22/3/83**

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge subject to which property has been acquired

Pursuant to section 97 of the Companies Act 1948

M608 / 14 JAN / CF

Please do not
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binding marginPlease complete
legibly, preferably
in black type, or
bold block
lettering*delete if
inappropriate

For official use

Company number

M1109

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM)

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 1)

See Schedule 1

Amount owing on security of the mortgage or charge See Schedule 2

Names, addresses and descriptions of the mortgagees or persons entitled to the mortgage or charge

Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH, Trustee of the security created by the Charge for the Banks, ECGD and the Loan Stock Trustee.

Short particulars of the property mortgaged or charged

See Schedule 3

696
£ 33,200,000 and all other
monies due under the terms of the charge
dated 7th March 1983.

Continue overleaf as necessary

Presentor's name, address and
reference (if any):
MA. S. ENDMANN
Linklaters & Paines (JTK)
Barrington House,
59/67 Gresham Street,
LONDON EC2V 7JA

For official use
Mortgage section

Post room

11 JAN 1985



Ref. SRRF.

Time critical reference

1771

83

Short particulars of the property mortgaged or charged (continued)

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binding margin

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

Date of the acquisition of the property 21st December, 1984

Signed Linklater & Paine Date 10th January, 1985

~~Designation of position in relation to the company~~
Solicitors to the Chargee

Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc. as the case may be, should be given.
- 2 A copy of the instrument, certified as prescribed in paragraph 6 of the Companies (Forms) Regulations 1979, must be delivered with these particulars to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the mortgage or charge or, if the property is situate and the charge was created outside Great Britain, twenty-one days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

SCHEDULE 1

A Charge dated 7th March, 1983 between Massey-Ferguson Holdings Limited ("Holdings"), Massey-Ferguson Manufacturing Limited ("MFM") (under its then name of Massey-Ferguson (Export) Limited), Massey-Ferguson (United Kingdom) Limited (the "Company") and others, Barclays Bank PLC as agent for certain Banks (the "Banks"), the Secretary of State acting by the Export Credits Guarantee Department ("ECGD"), Eagle Star Insurance Company Limited (the "Loan Stock Trustee") as Trustee for the holders of the 7½ per cent. Debenture Stock 1987/92 of Holdings and Barclays Bank PLC (the "Trustee") as Trustee for the Banks, ECGD and the Loan Stock Trustee (the "Charge").

SCHEDULE 2

The aggregate of £33,260,000 (being the amount of indebtedness (as defined in the Charge) incurred by PEG at the date of the transfer of the property referred to below), all other indebtedness (as so defined) to the Banks, ECGD or the Loan Stock Trustee, all costs, charges, losses and expenses incurred by the Trustee in relation to the Charge and enforcement of its rights thereunder, any amounts due to the Trustee pursuant to Clause 16 of the Charge and interest on the foregoing as specified in the Charge.

SCHEDULE 3

Certain plant, machinery and equipment being (1) the heat treatment equipment, No. 2 Shop transfer line, and No. 1 Shop broaching equipment shown in the plant register of MFM as being held by it at Banner Lane, Coventry CV4 9GF and (2) certain machinery tools shown in the plant registers of MFM situated at and as being held by it at Banner Lane, Coventry CV4 9GF and at Barton Dock Road, Urmston, Manchester, respectively, and transferred to the Company pursuant to an agreement dated 21st December, 1984 between MFM and the Company, being property subject to the first floating charge given by MFM pursuant to the Charge over its undertaking and all other property, assets and rights whatsoever and wheresoever both present and future (including the said plant, machinery and equipment) insofar as such property, assets and rights are not subject to a fixed charge or legal mortgage by virtue of the Charge, subject to the provisos set out in the Charge.

NOTES: (1) Both MFM and the Company are prohibited by the terms of certain Agreements entered into in connection with the Charge from creating or permitting to subsist any mortgage, charge, pledge, or lien (other than a lien arising by operation of law and other than certain specified existing security interests) on or affecting any part of their respective property.

(2) It is stated in the Charge that any security created after the Charge (otherwise than in favour of the Trustee in its capacity as such) shall be expressed to be subject to the Charge and shall rank thereafter.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge for the sum of
£33,260,000---

secured on property acquired by MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

on the 21st December 1984

was registered pursuant to section 97 of the Companies Act, 1948,

on the 11th January 1985

Given under my hand at the Companies Registration Office,
Cardiff the 29 JAN 1985

No. 509133

R. M. Groves
R. M. GROVES
an authorised officer

Certificate and instrument received by

.....

.....

Date 31/1/85

*This certificate has been cancelled
in favour of a fresh certificate
dated 26 February 1985.*

Boyd - Lewis
26th February 1985

C. 606



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge for the sum of
£33,260,000 and all other moneys due under the terms of the Charge dated
7th March 1983

secured on property acquired by MASSPY-FERGUSON (UNITED KINGDOM) LIMITED

on the 7th March 1983

was registered pursuant to section 97 of the Companies Act, 1948,
on the 11th January 1985

Given under my hand at the Companies Registration Office,
Cardiff the 26 FEB 1985

No. 509133

H.A. Jelliman

H.A. JELIMAN

H.A. an authorised officer

Certificate and Instrument received by

.....
.....
Date 26/2/85

^K
M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

D/W. 504025 ✓

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

To the Registrar of Companies

For official use

Company number

M269

[] [] [] [] [] []

509133

Name of company

* MASSEY-FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

4th May, 1989

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

Third Deed Supplemental to a Charge (the "Third Supplemental Deed")

(See Continuation Sheet No. 1)

Amount secured by the mortgage or charge

1. All the Indebtedness, namely, all sums (whether principal, interest or otherwise) which at 7th March, 1983 were or at any time thereafter may be or become due or owing by any Relevant Obligor (whether alone or jointly with any other person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise howsoever) to the Banks (or any of them) under or in connection with the Agreement and/or to ECGD under or in connection with any of the ECGD Agreements and/or to the Loan Stock Trustee under or in connection with the Loan Stock Trust Deed of each Relevant Obligor to the Banks, ECGD or the Loan Stock Trustee (as the case may be) under each of the Relevant Agreements.

2. (on a full indemnity basis) all costs, charges, losses, expenses

(See Continuation Sheet No. 1)

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

AS AGENT AND TRUSTEE FOR THE BANKS AS DEFINED
Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH (being a
company incorporated under the Companies Acts and carrying on the

(See Continuation Sheet No. 1)

Postcode

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

9/5
Linklaters & Paines,
Barrington House,
59-67 Gresham Street,
London, EC2V 7JA
Reference: HAP/JTK

For official Use
Mortgage Section

REGISTERED

24 MAY 1989

Post room

Time critical reference

By way of first legal mortgage, the following leasehold property together with all fixtures thereon:-

All that land and premises on the west side of Bahama Road, Haydock in the County of Lancashire containing 0.375 acres or thereabouts as the same is demised by a Lease dated 3rd September, 1970 for a term of 21 years from 3rd September, 1970 and made between Co-operative Insurance Society Limited (1) Pownson Developments (Lancashire) Limited (2) and subject to an Underlease dated 4th November, 1986 and made between Massey-Ferguson (United Kingdom) Limited (1) and Parry Plant Sales Limited (2)

FOR THE ABOVE, PROVIDED ALWAYS THAT:-

(i) the provisions of the Charge shall in no way prevent:-

(a) the purchase of any debts, bills of exchange or promissory notes from any of Perkins Engines Group Limited, Massey-Ferguson (United Kingdom) Limited or Perkins Engines Limited which is
(See Continuation Sheet No. 1)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Sarah J. Pinner*

Date 23/5/89

Solicitors to Barclays Bank PLC

On behalf of [company]/[mortgagee/chargee]†

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

between (1) the Chargors, namely Varsity Holdings Limited (formerly Massey-Ferguson Holdings Limited), Perkins Engines Group Limited, the Company, Perkins Engines Limited, Massey-Ferguson Manufacturing Limited (formerly Massey-Ferguson (Export) Limited), Massey-Ferguson Tractors Limited, Massey-Ferguson Group Limited (formerly Massey-Ferguson (World Export Operations) Limited), F. Perkins Limited, L. Gardner & Sons Limited and Perkins Engines (Shrewsbury) Limited, (2) Barclays Bank PLC, (3) The Secretary of State acting by the Export Credits Guarantee Department, (4) Eagle Star Insurance Company Limited and (5) Barclays Bank PLC.

and other sums expended, paid, incurred or debited in account (including any advances to be made) in relation to the Charge or the recovery of any of the Indebtedness by the Trustee or by any Receiver or by any delegate or sub-delegate appointed by the Trustee pursuant to the Charge including (but without prejudice to the generality of the foregoing) remuneration payable to any such Receiver, delegate or sub-delegate as aforesaid, all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Charge and any amounts due to the Trustee in respect of principal moneys, interest, costs, charges and expenses of and incidental to the redemption and transfer, by or procured by the Trustee, of any prior mortgage, charge or encumbrance against all property of whatsoever nature charged under the Charge or any part thereof; and

3. interest, calculated day by day from the relevant due date until full discharge (as well after as before judgment), in the case of any Indebtedness at such rate as is from time to time applicable thereto under the provisions in each Relevant Agreement entitling the Lender(s) thereunder to interest on money remaining due and outstanding after the relevant due date by virtue of default by the Relevant Obligors and, in the case of any sum payable under paragraph (2) above, at a rate equal to 1 per cent. over Barclays Bank PLC's Base Rate for the time being;

NOTE: In this Form 395 and its Continuation Sheets, except to the extent that the context requires otherwise:-

"Agent" means Barclays Bank PLC in its capacity as agent for the Banks;

"Agreement" means the Agreement dated 25th February, 1983 between the PEGL, Holdings, the Company, the Parent Company and others as guarantors, the Banks and the Agent:-

(a) as amended by eight Supplemental Agreements respectively dated 4th March, 1983, 30th September, 1983, 2nd March, 1984, 23rd October, 1984, 20th December, 1984, 18th March, 1985, 17th March, 1986 and 29th April, 1986;

(b) as supplemented and amended by an agreement made on 29th April, 1986 between the PEGL, Holdings, Massey-Ferguson Manufacturing Limited, the Company, the Guarantors, the Banks and the Agent in turn as amended by eight Supplemental Agreements respectively dated 13th June, 1986, 4th December, 1986, 10th April, 1987, 29th October, 1987, 24th March, 1988, 26th July, 1988, 26th July, 1988 and 21st April, 1989;

(c) (or if that agreement is further amended, that agreement as from time to time so amended);

"Banks" means the following banks and financial institutions and their respective successors and permitted assigns:-

Barclays Bank PLC, Lloyds Bank Plc, Midland Bank plc, National Westminster Bank PLC, The Royal Bank of Scotland plc, Grindlays Bank plc, Hambros Bank Limited, Standard Chartered Bank, Hill Samuel & Co. Limited,

(See Continuation Sheet No. 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

business of banking as trustee for the Banks, ECGD and the Loan
Stock Trustee of the security created by the Charge and the
Third Supplemental Deed.

permitted by any of the Intercompany Financing Agreements; or

(b) the purchase by any of the ECGD Banks of any bills of exchange or promissory notes from either Perkins Engines Group Limited or Massey-Ferguson (United Kingdom) Limited pursuant to any of the ECGD Agreements;

and, forthwith upon any debt, bill of exchange or promissory note being purchased as aforesaid, it shall be released from, and (together with all moneys at any time paid on account of such debt, bill of exchange or promissory note, or paid pursuant to or in respect of the contract of sale giving rise thereto, to any of the Chargors as agent or trustee for Finance, any of the ECGD Banks or ECGD as the case may be) shall be free and clear of the security created by the Charge unless and until, in the case of any such bill of exchange or promissory note purchased by any of the ECGD Banks, the same shall at any time thereafter be repurchased by either Perkins Engines Group Limited or Massey-Ferguson (United Kingdom) Limited, as the case may be;

(ii) there shall be excluded from the security created by the Charge all other moneys that shall from time to time be received by any of the Chargors on any account whatsoever as agent or trustee for any of the ECGD Banks or ECGD (as the case may be), including (without limitation) any such moneys that shall have been recovered;

(a) pursuant to or in connection with any contract of sale in respect of which a claim shall have been made under any credit insurance provided by ECGD; or

(b) on account of any bill of exchange or promissory note (or pursuant to or in respect of the contract of sale giving rise thereto) in respect of which a guaranteed advance shall have been made by any of the ECGD Banks pursuant to any of the ECGD Agreements or any of the ECGD Finance Agreements;

and there shall further be excluded from the security created by the Charge all rights and benefits arising under or in connection with any such contract of sale in so far as and to the amount in respect of which either ECGD or any of the ECGD Banks shall, pursuant to any applicable law, have acquired rights of subrogation or any similar rights with respect thereto; and

(iii) there shall be excluded from the security created by the Charge all moneys paid by any Chargor to any Bank by way of cash cover pursuant to Clause 3 of the Agreement or to any person by way of cash cover pursuant to the New Bank Agreement.

As used in the Charge and throughout these forms "fixtures" means all the fixtures, fittings (including trade fixtures and fittings), and fixed plant and machinery from time to time thereon the property wherein is vested in the Company.

In this Form 395 and its continuation sheets, except to the extent that the context requires otherwise:-

"Finance Agreement" means the agreement dated 27th February, 1986 between (1) Finance, (2) Varity Holdings Limited, (3) certain banks and financial institutions and (4) Barclays Bank PLC as agent for those banks and institutions as amended by a first supplemental finance agreement between the same parties (or if that agreement or that supplemental agreement is

(See Continuation Sheet No. 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

509133

*delete if
inappropriate

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Standard Chartered Merchant Bank Limited, Citibank, N.A., The Toronto-Dominion Bank, The Royal Bank of Canada, Morgan Guaranty Trust Company of New York, Societe Generale, Credit Lyonnais, Banque Nationale de Paris PLC and Banque Nationale de Paris and the Third Supplemental Deed;

"Charge" means a charge dated 7th March, 1983 as supplemented by a Deed Supplemental to a Charge dated 9th May, 1986 and by a Second Deed Supplemental to a Charge dated 8th June, 1987, each made between the parties to the Third Supplemental Deed (other than L. Gardner & Sons Limited and Perkins Engines (Shrewsbury) Limited); *and the Third Supplemental Deed*

"Companies" means the Company and PEGL;

"ECGD" means The Secretary of State acting by the Export Credits Guarantee Department;

"ECGD Agreements" means the ECGD ManCo Agreements and the Subordination Agreements;

"ECGD ManCo Agreements" means:

- (1) the ECGD Principal Agreement;
- (2) the letter dated 24th March, 1988 sent by the ECGD Banks to the Companies restating the terms as amended of an earlier letter between them dated 9th May, 1986;
- (3) the Banker's Guarantees (Bills or Notes) issued on 9th May 1986 by ECGD to the ECGD Banks as amended by letter agreements dated 24th March, 1988 in respect of bills or notes purchased by the ECGD Banks pursuant to the facilities made available by each of the ECGD Banks to each of the Companies pursuant to the letter mentioned in (2) above;
- (4) each Recourse Agreement (Bills or Notes) in the form approved by ECGD entered into between ECGD and members of the UK Group on or before 9th May, 1986, and each other recourse agreement (if any) entered into between ECGD and any member(s) of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (5) any bond facility entered into by ECGD in favour of any of the ECGD Banks or any other bank as ECGD may agree in respect of engagements issued by such bank in respect of goods to be supplied by any member of the UK Group and any recourse agreement entered into between ECGD and any member of the UK Group in respect thereof, which in any such case is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (6) any buyer credit facility and the guarantees and other agreements related thereto entered into by ECGD for the benefit of any member of the UK Group which is made or in force from time to time or for the time being at 29th April 1986 or thereafter;
- (7) each comprehensive short term guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(See Continuation Sheet No. 3)

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Please complete
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in black type, or
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

amended or supplemented, that agreement or supplemental agreement as so amended and supplemented).

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

"Intercompany Financing Agreements" means the six Agreements dated 10th July, 1981 between Finance of the one part and Perkins Engines Group Limited, Massey-Ferguson (United Kingdom) Limited or Perkins Engines Limited of the other part as amended by certain agreements dated 4th March, 1983 and between the same parties regarding the purchase of certain debts and the purchase of bills of exchange and promissory notes respectively (or, if any such Agreement is thereafter amended with the prior consent of ECGD and the Majority Banks (as defined in the Finance Agreement), the relevant Agreement as from time to time so amended);

"New Bank Agreement" means the agreement dated 31st March, 1989 entered into between Varity Holdings Limited and others as facility borrowers, Varity Corporation and others as guarantors, Barclays Bank PLC, Lloyds Bank Plc, Midland Bank plc, Grindlays Bank plc, Hambros Bank Limited and The Royal Bank of Canada as banks and Barclays Bank PLC as agent (or if that agreement is amended, supplemented or novated, that agreement is from time to time so amended, supplemented or novated and/or any document which amends, supplements, novates, extends, replaces or supersedes the New Bank Agreement).

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binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 3
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

(limited)

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(8) any specific bank guarantee entered into by ECGD in favour of any ECGD Bank or other bank for the benefit of any member of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(9) each supplemental (extended terms) guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(10) the four agreements dated 30th October, 1987 between Finance of the one part and the Company or Perkins Engines Limited of the other part regarding the purchase of debts and the purchase of bills of exchange and promissory notes (or if any such agreement is amended, that agreement as with the approval of ECGD from time to time amended);

and all and any agreements to which ECGD may be party or in respect of which ECGD may have an actual or contingent liability and which are or is made or in force from time to time or for the time being at 29th April, 1986 or thereafter and which are or is for the benefit of or in connection with any member of the UK Group, excluding the ECGD Finance Agreements;

"ECGD Finance Agreements" means:-

(1) the three Recourse Agreements (Bills or Notes) dated 7th March, 1983 and made between ECGD, Finance and Holdings;

(2) each comprehensive short term guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter, insofar as they relate to Finance;

(3) each supplemental (extended terms) guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter, insofar as they relate to Finance;

and all and any agreements or arrangements to which ECGD may be a party or in respect of which ECGD may have any actual or contingent liability and which are or is made or in force from time to time or for the time being at 29th April, 1986 or thereafter and which are or is for the benefit of or in connection with Finance;

"ECGD Banks" means Barclays Bank PLC, Lloyds Bank Plc and Midland Bank plc;

"ECGD Principal Agreement" means the agreement dated 29th April, 1986 made between PEGL, the Company, the Guarantors, the ECGD Banks and ECGD (which replaced the agreement dated 7th March, 1983 made between the same parties) as amended by seven supplemental agreements respectively dated 24th June, 1986, 9th December, 1986, 13th April, 1987, 30th October, 1987, 24th March, 1988, 1st August, 1988 and 1st August, 1988;

(See Continuation Sheet No. 4)

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Please complete
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in black type, or
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Excluded Subsidiary" means any subsidiary of Holdings:-

- (1) which is incorporated outside the United Kingdom; and
- (2) all or substantially all of whose assets and business are located and carried on outside the United Kingdom; and
- (3) none of whose moneys borrowed are owing to or provided by a lending office in the United Kingdom of one or more of the Banks; and
- (4) none of which moneys borrowed are owing to or provided, guaranteed or secured by a member of the UK Group other than one which satisfies (1), (2) and (3) above;

and for the avoidance of doubt, in this definition the expression "moneys borrowed" shall not include any sums owing by an Excluded Subsidiary to any member of the UK Group in respect of goods supplied as trading stock or services provided in the ordinary course of trading;

"Facility Borrowers" means PEGL, Holdings, Massey-Ferguson Manufacturing Limited and the Company;

"Finance" means Massey-Ferguson-Perkins Finance Company Limited;

"Gardner" means L. Gardner & Sons Limited, a wholly owned subsidiary of PEGL;

"Guarantors" means:-

- (1) the Parent Company, Holdings, PEGL, the Company, Perkins Engines Limited, Massey-Ferguson Manufacturing Limited, Massey-Ferguson Tractors Limited, Massey-Ferguson Group Limited (formerly Massey-Ferguson (World Export Operations) Limited) and F. Perkins Limited; and
- (2) any other company which has become bound as a Guarantor under the Agreement and the ECGD Principal Agreement;

"Holdings" means Varity Holdings Limited (formerly Massey-Ferguson Holdings Limited);

"Lenders" means each of the Banks, ECGD and the Loan Stock Trustee and **"Lender"** means any of the Lenders;

"Loan Stock Trust Deed" means the Trust Deed dated 21st January, 1968 and made between Holdings, PEGL and others and the Loan Stock Trustee as supplemented and amended by a First Supplemental Trust Deed dated 16th January, 1979, a Second Supplemental Trust Deed dated 13th July, 1981 and the Third Supplemental Trust Deed dated 7th March, 1983, which Deeds together constitute the 7½ per cent. Debenture Stock 1987/92 of Holdings and shall include, where the context so requires, those Deeds as from time to time further supplemented and amended;

(See Continuation Sheet No. 5)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
bold block lettering

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Loan Stock Trustee" means Eagle Star Insurance Company Limited, in its capacity as trustee for the holders of the 7½ per cent. Debenture Stock 1987/92 of Massey-Ferguson Holdings Limited and shall include any other person for the time being the trustee of the Loan Stock Trust Deed;

"Parent Company" means Varity Corporation (formerly Massey-Ferguson Limited);

"PEGL" means Perkins Engines Group Limited;

"PESL" means Perkins Engines (Shrewsbury) Limited;

"PESL Group" means, at any particular time, PESL and all its subsidiaries;

"Relevant Agreement" means:-

(a) in the case of the obligations of each Relevant Obligor owed to the Banks, the Agreement;

(b) in the case of the obligations of each Relevant Obligor owed to ECGD, the ECGD Agreements; and

(c) in the case of the obligations of each Relevant Obligor owed to the Loan Stock Trustee, the Loan Stock Trust Deed;

"Relevant Obligor" means:-

(a) in relation to the Agreement, PEGL and each of the Guarantors;

(b) in relation to the ECGD Agreements, each of the Company, PEGL and each of the Guarantors; and

(c) in relation to the Loan Stock Trust Deed, Holdings, PEGL and each of the other Guarantors;

"Subordination Agreements" means:-

(1) the agreement dated 13th July 1981 and made between Holdings, the Company, PEGL, Massey-Ferguson Nederland N.V., Eagle Star Insurance Company Limited, Barclays Bank PLC and ECGD under which Massey-Ferguson Nederland N.V. agreed to make subordinated loans available to Holdings, the Company and PEGL in a principal amount not exceeding C\$87,000,000 as amended by an agreement dated 4th March, 1983, an agreement dated 9th May, 1986, an agreement dated 29th January, 1988 and an agreement dated 4th May, 1989 and made between the same parties;

(2) the Subordination Agreement dated as of 31st January, 1983 between (1) Holdings (2) the Parent Company and (3) Credit Lyonnais, as amended by an agreement between the parties thereto and Massey-Ferguson Nederland N.V. entered into on or before 9th May, 1986;

(See Continuation Sheet No. 6)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Short particulars of all the property mortgaged or charged (Continued)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 6
to Form No 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(3) the relevant portions of the Subordination Agreement referred to in (2) above containing the terms upon which Massey-Ferguson Nederland N.V. agreed to continue a loan to Holdings in the amount of US\$1,970,400;

(4) the relevant portions of the Subordination Agreement referred to in (5) below containing the terms upon which Massey-Ferguson Nederland N.V. agreed to continue a loan to Holdings in the amount of US\$11,822,400;

(5) the Subordination Agreement dated 4th March, 1983 between Holdings, the Parent Company, the banks and financial institutions named therein and Orion Royal Bank Limited as amended by an agreement between the parties thereto and Massey-Ferguson Nederland N.V. entered into on or before 9th May, 1986; or

(6) any agreement entered into pursuant to Clause 15.1.8 of the ECGD Principal Agreement;

"Trustee" means Barclays Bank PLC in its capacity as trustee for the Banks, ECGD and the Loan Stock Trustee of the security created by the Charge;

"UK Group" means, at any particular time, Holdings and all its subsidiaries other than:-

- (1) Finance;
- (2) Frameprise Limited and any subsidiary of Frameprise Limited;
- (3) any Excluded Subsidiary;
- (4) any member of the PESL Group; and
- (5) Gardner and any subsidiary of Gardner;

and "Frameprise of the UK Group" shall be construed accordingly.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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in black type, or
bold block lettering

Short particulars of all the property mortgaged or charged (Continued)

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in black type, or
bold block lettering

Page 4

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 4th MAY 1989
and created by MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to BARCLAYS BANK PLC AS AGENT
AND TRUSTEE FOR THE BANKS AS DEFINED under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 24th MAY 1989

Given under my hand at the Companies Registration Office,
Cardiff the 5th JUNE 1989

No. 509133

A handwritten signature in dark ink, appearing to read 'P. Jones'.

P. JONES

an authorised officer

C.69

L/C
P.S.
5/6



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
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this margin

Pursuant to section 395 of the Companies Act 1985

DW 504025

✓

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

m274

For official use

Company number

[] [] [] [] [] []

509133

Name of company

* MASSEY-FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Date of creation of the charge

4th May, 1989

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

Charge between (1) the Chargors, namely, Varity Holdings Limited,
Perkins Engines Group (See Continuation Sheet No. 1)

Amount secured by the mortgage or charge

(1) all the Indebtedness, namely, all sums (whether principal, interest or otherwise) which at the date of the Charge were or at any time thereafter may be or become due or owing by any Relevant Obligor (whether alone or jointly with any other person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise howsoever) to the Banks (or any of them) under or in connection with the Agreement, of each Relevant Obligor to the Banks under the Agreement;

(2) (on a full indemnity basis) all costs, charges, losses, expenses and other sums expended, paid, incurred or debited in account (including any advances to be made) in relation to the Charge or the recovery of any of the Indebtedness

(See Continuation Sheet No. 1)

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

Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH (being a company incorporated under the Companies Acts and carrying on the business of banking) (See Continuation Sheet No. 1)

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

Linklaters & Paines,
Barrington House,
59-67 Gresham Street,
London, EC2V 7JA
Reference: HAP/JTK

For official Use
Mortgage Section

Post room

INDEXED

24 MAY 1989



25/5

Time critical reference

Please do not
write in
this margin

(1) By way of legal mortgage the following leasehold property,
together with all fixtures thereon:-

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

All that land and premises on the west side of Bahama Road,
Haydock in the County of Lancashire containing 0.375 acres or
thereabouts as the same is demised by a Lease dated 3rd
September, 1970 for a term of 21 years from 3rd September, 1970
and made between Co-operative Insurance Society Limited (1)
Pownson Developments (Lancashire) Limited (2) and subject to an
Underlease dated 4th November, 1986 and made between
Massey-Ferguson (United Kingdom) Limited (1) and Parry Plant
Sales Limited.

(See Continuation Sheet No. 1)

Particulars as to commission allowance or discount (note 3)

NTL

Signed

Deborah A. Paines

Date

23/5/89

On behalf of company [mortgagee/chargee]†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not
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binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Limited, Massey-Ferguson (United Kingdom) Limited, Perkins
Engines Limited, Massey-Ferguson Manufacturing Limited,
Massey-Ferguson Group Limited, Massey-Ferguson Tractors Limited,
F. Perkins Limited, L. Gardner & Sons Limited and Perkins
Engines (Shrewsbury) Limited, (2) Barclays Bank PLC and (3)
Barclays Bank PLC.

by the Trustee or by any Receiver or by any delegate or sub-delegate appointed by the Trustee pursuant to the Charge including (but without prejudice to the generality of the foregoing) remuneration payable to any such Receiver, delegate or sub-delegate as aforesaid, all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Charge and any amounts due to the Trustee in respect of principal moneys, interest, costs, charges and expenses of and incidental to the redemption and transfer, by or procured by the Trustee, of any prior mortgage, charge or encumbrance against property charged under the Charge or any part thereof; and

(3) interest, calculated day by day from the relevant due date until full discharge (as well after as before judgment), in the case of any Indebtedness at such rate as is from time to time applicable thereto under the provisions in the Agreement entitling the Banks thereunder to interest on money remaining due and outstanding after the relevant due date by virtue of default by the Relevant Obligors and, in the case of any sum payable as described in (2) above, at a rate equal to 1 per cent. over Barclays Bank PLC's Base Rate for the time being.

NOTE: In this Form 395 and its Continuation Sheets, except to the extent that the context requires otherwise:-

"Agent" means Barclays Bank PLC in its capacity as agent for the Banks;

"Agreement" means the agreement dated 31st March, 1989 entered into between Varity Holdings Limited, the other Facility Borrowers, the Guarantors, the Banks and the Agent (or, if that agreement is amended, supplemented or novated, that agreement as from time to time so amended, supplemented or novated and/or any document which amends, supplements, novates, extends, replaces or supersedes the Agreement);

"Banks" means the following banks and financial institutions and their respective successors and permitted assigns:-

Barclays Bank PLC, Grindlays Bank plc, Hambros Bank Limited, Lloyds Bank Plc, Midland Bank plc and The Royal Bank of Canada;

"Base Rate" means, at any particular time, the rate then used by Barclays Bank PLC as its base rate for advances in sterling (as published from time to time);

"Facility Borrowers" means each of Varity Holdings Limited, Perkins Engines Group Limited, Massey-Ferguson Manufacturing Limited, Massey-Ferguson (United Kingdom) Limited, Perkins Engines (Shrewsbury) Limited and L. Gardner & Sons Limited and any other facility borrower under the Agreement;

"Guarantors" means:-

(i) Varity Corporation, Varity Holdings Limited, Perkins Engines Group Limited, Massey-Ferguson (United Kingdom) Limited, Perkins Engines Limited, Massey-Ferguson Manufacturing Limited, Massey-Ferguson Tractors Limited, Massey-Ferguson Group Limited, F. Perkins Limited, Perkins Engines (Shrewsbury) Limited and L. Gardner & Sons Limited; and

(See Continuation Sheet No. 2)

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in black type, or
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

business of Banking) as Trustee for the Banks of the security
created by the Charge.

(2) By way of fixed equitable charge all other estates or interests in and freehold and leasehold property (except the property referred to in (1) above and any property in respect of which a charge by way of legal mortgage in favour of the Trustee shall have been executed pursuant to Clause 5 of the Charge and all buildings and fixtures thereon) at the date of the Charge belonging to the Company together with all fixtures thereon;

(3) By way of fixed equitable charge all freehold and leasehold property subsequently acquired by the Company together with all fixtures thereon;

(4) By way of fixed charge:-

(a) all book debts and other debts at the date of the Charge or at any time during the continuance of the Charge due or owing to the Company and the benefit of all rights, securities and guarantees of any nature whatsoever at the date of the Charge or at any time enjoyed or held by it in relation thereto;

(b) all stocks, shares or other securities at the date of the Charge or at any time during the continuance of the Charge belonging to the Company;

(c) all the uncalled capital of the Company for the time being;

(d) all the patents (including applications and rights to apply therefor), copyrights, rights in trademarks whether registered or not, goodwill and rights in confidential information at the date of the Charge or at any time during the continuance of the Charge belonging to the Company;

(e) the benefit of all the licences of patents (including applications), trademarks, copyrights and rights in confidential information at the date of the Charge or at any time during the continuance of the Charge which have been or are to be granted either by or to the Company;

(5) By way of a floating charge the Company's undertaking and all its other property, assets and rights whatsoever and wheresoever both present and future insofar as such property, assets and rights are not subject to a fixed charge or legal mortgage by virtue of the Charge;

FOR THE ABOVE, PROVIDED ALWAYS THAT:-

(i) the security created by or pursuant to the Charge shall rank subject to and immediately after Charge A;

(ii) the provisions of the Charge shall in no way prevent:-

(a) the purchase of any debts, bills of exchange or promissory notes from any of Massey-Ferguson (United Kingdom) Limited or Perkins Engines Limited which is permitted by any of the Intercompany Financing Agreements and in accordance with Clause 13(C) of the Agreement; or

(b) the purchase by any of the ECGD Banks of any bills of exchange or promissory notes from either Perkins Engines

(See Continuation Sheet No. 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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bold block lettering

Names addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"ECGD Agreements" means the ECGD ManCo Agreements and the Subordination Agreements;

"ECGD ManCo Agreements" means:

- (1) the ECGD Principal Agreement;
- (2) the letter dated 24th March, 1986 sent by the ECGD Banks to the Companies restating the terms as amended of an earlier letter between them dated 9th May, 1986;
- (3) the Banker's Guarantees (Bills or Notes) issued on 9th May 1986 by ECGD to the ECGD Banks as amended by letter agreements dated 24th March, 1988 in respect of bills or notes purchased by the ECGD Banks pursuant to the facilities made available by each of the ECGD Banks to each of the Companies pursuant to the letter mentioned in (2) above;
- (4) each Recourse Agreement (Bills or Notes) in the form approved by ECGD entered into between ECGD and members of the UK Group on or before 9th May, 1986, and each other recourse agreement (if any) entered into between ECGD and any member(s) of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (5) any bond facility entered into by ECGD in favour of any of the ECGD Banks or any other bank as ECGD may agree in respect of engagements issued by such bank in respect of goods to be supplied by any member of the UK Group and any recourse agreement entered into between ECGD and any member of the UK Group in respect thereof, which in any such case is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (6) any buyer credit facility and the guarantees and other agreements related thereto entered into by ECGD for the benefit of any member of the UK Group which is made or in force from time to time or for the time being at 29th April 1986 or thereafter;
- (7) each comprehensive short term guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (8) any specific bank guarantee entered into by ECGD in favour of any ECGD Bank or other bank for the benefit of any member of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (9) each supplemental (extended terms) guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (10) the four agreements dated 30th October, 1987 between Finance of the one part and Massey-Ferguson (United Kingdom) Limited or Perkins Engines Limited of the other part regarding the purchase of debts and the purchase of bills of exchange and

(See Continuation Sheet No. 5)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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in black type, or
bold block lettering

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

~~Limited~~

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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promissory notes (or if any such agreement is amended, that agreement as with the approval of ECGD from time to time amended);

and all and any agreements to which ECGD may be party or in respect of which ECGD may have an actual or contingent liability and which are or is made or in force from time to time or for the time being at 29th April, 1986 or thereafter and which are or is for the benefit of or in connection with any member of the UK Group, excluding the ECGD Finance Agreements;

"ECGD Finance Agreements" means:-

(1) the three Recourse Agreements (Bills or Notes) dated 7th March, 1983 and made between ECGD, Finance and Varity Holdings Limited;

(2) each comprehensive short term guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter, insofar as they relate to Finance;

(3) each supplemental (extended terms) guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter, insofar as they relate to Finance;

and all and any agreements or arrangements to which ECGD may be a party or in respect of which ECGD may have any actual or contingent liability and which are or is made or in force from time to time or for the time being at 29th April, 1986 or thereafter and which are or is for the benefit of or in connection with Finance;

"ECGD Banks" means Barclays Bank PLC, Lloyds Bank Plc and Midland Bank plc;

"ECGD Principal Agreement" means the agreement dated 29th April, 1986 made between Perkins Engines Group Limited, Massey-Ferguson (United Kingdom) Limited, the guarantors referred to therein, the ECGD Banks and ECGD (which replaced the agreement dated 7th March, 1983 made between the same parties) as amended by seven supplemental agreements respectively dated 24th June, 1986, 9th December, 1986, 13th April, 1987, 30th October, 1987, 24th March, 1988, 1st August, 1988 and 1st August, 1988;

"Excluded Subsidiary" means any subsidiary of Varity Holdings Limited:-

- (1) which is incorporated outside the United Kingdom; and
- (2) all or substantially all of whose assets and business are located and carried on outside the United Kingdom; and
- (3) none of whose moneys borrowed are owing to or provided by a lending office in the United Kingdom of one or more of the banks and financial institutions referred to under the heading "Banks" at the end of the 1986 Agreement; and

(See Continuation Sheet No. 6)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scotland)

Please complete
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bold block lettering

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

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inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(4) none of whose moneys borrowed are owing to or provided, guaranteed or secured by a member of the UK Group other than one which satisfies (1), (2) and (3) above;

and for the avoidance of doubt, in this definition the expression "moneys borrowed" shall not include any sums owing by an Excluded Subsidiary to any member of the UK Group in respect of goods supplied as trading stock or services provided in the ordinary course of trading;

"Finance" means Massey-Ferguson-Perkins Finance Company Limited;

"Intercompany Financing Agreements" means the four agreements dated 30th October, 1987 between Finance of the one part and Perkins Engines Limited or Massey-Ferguson (United Kingdom) Limited of the other part regarding the purchase of debts and the purchase of bills of exchange and promissory notes (or, if any such agreement is amended, that agreement as from time to time amended);

"Subordination Agreements" means:-

(1) the agreement dated 13th July 1981 and made between Varity Holdings Limited, Perkins Engines Group Limited, Massey-Ferguson (United Kingdom) Limited, Massey-Ferguson Nederland N.V., Eagle Star Insurance Company Limited, Barclays Bank PLC and ECGD under which Massey-Ferguson Nederland N.V. agreed to make subordinated loans available to Varity Holdings Limited, Perkins Engines Group Limited and Massey-Ferguson (United Kingdom) Limited in a principal amount not exceeding C\$87,000,000 as amended by an agreement dated 4th March, 1983, an agreement dated 9th May, 1986, an agreement dated 29th January, 1988 and an agreement dated 4th May, 1989 and made between the same parties;

(2) the Subordination Agreement dated as of 31st January, 1983 between (1) Varity Holdings Limited (2) Varity Corporation and (3) Credit Lyonnais, as amended by an agreement between the parties thereto and Massey-Ferguson Nederland N.V. entered into on or before 9th May, 1986;

(3) the relevant portions of the Subordination Agreement referred to in (2) above containing the terms upon which Massey-Ferguson Nederland N.V. agreed to continue a loan to Varity Holdings Limited in the amount of US\$1,970,400;

(4) the relevant portions of the Subordination Agreement referred to in (5) below containing the terms upon which Massey-Ferguson Nederland N.V. agreed to continue a loan to Varity Holdings Limited in the amount of US\$11,822,400;

(5) the Subordination Agreement dated 4th March, 1983 between Varity Holdings Limited, Varity Corporation, the banks and financial institutions named therein and Orion Royal Bank Limited as amended by an agreement between the parties thereto and Massey-Ferguson Nederland N.V. entered into on or before 9th May, 1986; or

(6) any agreement entered into pursuant to Clause 15.1.8 of the ECGD Principal Agreement;

(See Continuation Sheet No. 7)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 7
to Form No 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

Please complete
legibly, preferably
black type, or by
block lettering

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

"UK Group" means, at any particular time, Varity Holdings Limited and all its subsidiaries other than:-

- (1) Finance;
- (2) Frameprise Limited and any subsidiary of Frameprise Limited;
- (3) any Excluded Subsidiary;
- (4) any member of the group which is Perkins Engines (Shrewsbury) Limited and all its subsidiaries;
- (5) L. Gardner & Sons Limited and any subsidiary of L. Gardner & Sons Limited ;

and "member of the UK Group" shall be construed accordingly.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 4th MAY 1989
and created by MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to BARCLAYS BANK PLC AS AGENT
AND TRUSTEE FOR THE BANKS AS DEFINED under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 24th MAY 1989

Given under my hand at the Companies Registration Office,
Cardiff the 5th JUNE 1989

No. 509133

A handwritten signature in dark ink, appearing to read 'P. Jones'.

P. JONES
an authorised officer

C.69

Llc
P.S.
5/6

(ii) any other company which has become bound as a Guarantor under the Agreement;

"Relevant Obligors" means each of the Facility Borrowers and the Guarantors;

"Trustee" means Barclays Bank PLC in its capacity as trustee for the Banks of the security created by the Charge and includes all other persons for the time being the trustee or trustees under the Charge;

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Group Limited or Massey-Ferguson (United Kingdom) Limited pursuant to any of the ECGD Agreements;

and, forthwith upon any debt, bill of exchange or promissory note being purchased as aforesaid, it shall be released from, and (together with all moneys at any time paid on account of such debt, bill of exchange or promissory note, or paid pursuant to or in respect of the contract of sale giving rise thereto, to any of the Chargors as agent or trustee for Finance, any of the ECGD Banks or ECGD as the case may be) shall be free and clear of the security created by the Charge unless and until, in the case of any such bill of exchange or promissory note purchased by any of the ECGD Banks, the same shall at any time thereafter be repurchased by either Perkins Engines Group Limited or Massey-Ferguson (United Kingdom) Limited, as the case may be;

(iii) there shall be excluded from the security by the Charge created all other moneys that shall from time to time be received by any of the Chargors on any account whatsoever as agent or trustee for any of the ECGD Banks or ECGD (as the case may be), including (without limitation) any such moneys that shall have been recovered:

(a) pursuant to or in connection with any contract of sale in respect of which a claim shall have been made under any credit insurance provided by ECGD; or

(b) on account of any bill of exchange or promissory note (or pursuant to or in respect of the contract of sale giving rise thereto) in respect of which a guaranteed advance shall have been made by any of the ECGD Banks pursuant to any of the ECGD Agreements or any of the ECGD Finance Agreements;

and there shall further be excluded from the security created by the Charge all rights and benefits arising under or in connection with any such contract of sale in so far as and to the amount in respect of which either ECGD or any of the ECGD Banks shall, pursuant to any applicable law, have acquired rights of subrogation or any similar rights with respect thereto; and

(iv) there shall be excluded from the security created by the Charge all moneys paid by any Chargor to any Bank by way of cash cover pursuant to the Agreement.

(6) An express right of set-off for the Trustee and each Bank to apply any credit balance (whether or not due) to which the Company is at any time beneficially entitled on any account at any office of the Trustee or that Bank in or towards payment of all or any part of the Indebtedness and other moneys secured by the Charge.

Notes

(1) Any subsequent security created by the Company (otherwise than in favour of the Trustee) shall be expressed to be subject to the Charge and shall rank thereafter.

(See Continuation Sheet No. 3)

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write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

*delete if
inappropriate

Limited

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

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black type, or by
block lettering

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(2) As used throughout this form:-

(a) the "assets" of any person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital;

(b) "fixtures" in relation to any freehold or leasehold property charged by or pursuant to the Charge means all the fixtures, fittings (including trade fixtures and fittings), and fixed plant and machinery from time to time thereon the property wherein is vested in the Company.

(3) The Company is prohibited by the terms of the Agreement from creating or having outstanding any security on or over its assets, except as permitted by the Agreement.

(4) In this Form 395 and its continuation sheets, except to the extent that the context requires otherwise:-

"1986 Agreement" means the 1983 Agreement as amended by an agreement dated 29th April, 1986 between the parties to the 1983 Agreement under which, inter alia, the Loans (as therein defined) were continued and as further amended by seven supplemental agreements dated, respectively, 13th June, 1986, 4th December, 1986, 10th April, 1987, 29th December, 1987, 24th March, 1988, 26th July, 1988, 26th July, 1988 and another supplemental agreement dated 21st April, 1989;

"1983 Agreement" means the Agreement dated 25th February, 1983 between the parties to the 1981 Agreement under which, inter alia, the Loan (as therein defined) was continued as amended by eight supplemental agreements respectively dated 4th March, 1983, 30th September, 1983, 2nd March, 1984, 23rd October, 1984, 20th December, 1984, 18th March, 1985, 17th March, 1986 and 29th April, 1986;

"1981 Agreement" means the Agreement dated 14th July, 1981 and made between Perkins Engines Group Limited, Varity Holdings Limited, Massey-Ferguson (United Kingdom) Limited, Varity Corporation and others as guarantors, the banks and the agent named therein under which, inter alia, the Loan (as therein defined) was made as amended by the first supplemental agreement of even date therewith between the same parties;

"Charge A" means the first fixed and floating charge dated 7th March, 1983 given by each Chargor to secure (inter alia) their obligations to certain banks under the 1986 Agreement as amended by deeds supplemental thereto dated 9th May, 1986 and 8th June, 1987 and a deed supplemental thereto dated 4th May, 1989 and includes any document which is supplemental thereto or which is expressed to be collateral therewith or which is entered into pursuant to and in accordance with the terms thereof;

"Companies" means Perkins Engines Group Limited and Massey-Ferguson (United Kingdom) Limited;

"ECGD" means The Secretary of State acting by the Export Credits Guarantee Department;

(See Continuation Sheet No. 4)

Page 4

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binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

15/1

MSC

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

To the Registrar of Companies

For official use

Company number

[B] [] [] []

509133

Name of company

*MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

9th January, 1990

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

A Charge (the "Charge") made between the Company and The Royal Bank of Canada (the "Lender")

Amount secured by the mortgage or charge

All liabilities of the Company under a Loan Agreement dated 9th January, 1990 (the "Agreement") and made between the Company, the Lender, the Guarantors and the Dormant Subsidiaries and the Charge (whether in respect of principal, interest, fees, taxes, costs, expenses or indemnities) (together the "Secured Liabilities")

The "Guarantors" being Varity Holdings Limited ("Varity"), Perkins Engines Group Limited, Perkins Engines Limited, Massey Ferguson Manufacturing Limited, Perkins Engines (Shrewsbury) Limited, L Gardner & Sons Limited, Massey Ferguson Group Limited, Perkins Group Holdings Limited and any other Subsidiary of Varity which becomes bound as a Guarantor pursuant to the terms of the Agreement.

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

The Royal Bank of Canada

71 Queen Victoria Street

London

Postcode

EC4V 4DE

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

Watson, Farley & Williams
Minories House
2-5 Minories
London EC3N 1BJ

Ref: GLW/IM/260.8009 (4861y)

Time critical reference

For official Use

Mortgage Section

Post room

REGISTERED

12 JAN 1990

12 JAN 1990

LONDON MAIL *

The Company, as beneficial owner, mortgages, charges and assigns (and agrees to assign) in favour of the Lender:-

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

- (a) by way of first legal mortgage, all its estate or interest in all that piece or parcel of land in the Parish of Stoneleigh in the County of Warwick as the same is known as the North and South Deer Parks, Stoneleigh and shown for the purpose of identification only on a plan annexed to a conveyance of even date herewith made between (i) the Vendors and (ii) the Company and thereon edged in red together with all buildings thereon belonging to the Company; and
- (b) by way of assignment the benefit of all insurance policies and contracts of insurance relating to any part of the Mortgaged Property; and

Cont'd.... /

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Watson Peter Williams

Date

10 / 1 / 90

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

†delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed on or behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not
write in this
binding margin.

Particulars of a charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED

Limited*

* delete if
inappropriate

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

"Subsidiary" being a body corporate from time to time of which another (a) has direct or indirect control, or (b) owns directly or indirectly more than fifty (50) per cent of the share capital or similar right of ownership (and in this definition "control" means the power to direct the management and the policies of a body corporate, whether through the ownership of voting capital, by contract or otherwise).

"Dormant Subsidiaries" being Massey Ferguson Tractors Limited, F Perkins Limited, Varity Estates Limited, Perkins Group (International) Limited and Massey Ferguson Group (International) Limited.

- (c) If the Lender so requests, by way of first priority assignment, the benefit of all or any contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Company and relating to the Mortgaged Property (including but without limitation the benefit of all licenses and any agreement entered into between the Company and any contract relating to the development of any part of the Mortgaged Property) (together the "Assignable Assets")

Please note that the Charge contains the following:-

"The Company hereby represents and warrants to the Lender that:-

- (a) it is, and during the Security Period it will, unless permitted by the terms of this Charge or the Agreement, remain, the beneficial owner of the Security Assets and hereby undertakes that it will not:-

(i) create, incur or permit to subsist any other Security Interest over the whole or any part of the Security Assets; or

(ii) sell, assign, transfer or otherwise dispose of, the whole or any part of, the Security Assets,

in any such case, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) unless otherwise permitted under the Agreement,"; and

"Any Security Interest hereafter created by the Company (otherwise in favour of the Lender) shall be expressed to be subject to this Charge and shall rank thereafter."

and the Agreement contains the following:-

"The Company and each of the Guarantors undertakes that:-

- (a) it will not, without the prior consent of the Lender, create, assume or permit to exist any Security Interest upon any of its assets (whether now owned or hereafter acquired), other than those created or permitted pursuant to the terms of the Syndicated Loan Agreement save that in respect of the Mortgaged Property and the Assignable Assets, the Borrower undertakes that it will not, without the prior consent of the Lender, create, assume or permit to exist any Security Interest upon the Mortgaged Property or the Assignable Assets other than (i) those created in favour of the Lender under the Charge (ii) the equitable and floating charges created under the terms of the Existing Charge (as that term is defined in the Syndicated Loan Agreement) and the Syndicated Charge and (iii) the equitable charge created pursuant to the terms of the Trust Deed;"

"Mortgaged Property" being the property legally mortgaged under the terms of the Charge together with all buildings thereon belonging to the Company.

The "Security Period" being the period commencing on the date of this Charge and ending on the date upon which the Lender certifies in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

The "Security Assets" being all property and assets which are the subject of this Charge.

The "Security Interest" includes (subject to the exclusion of the end of this definition) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, encumbrance, assignment, trust arrangement (as party disposing of beneficial interest), title retention (as person not retaining title) or other security interest or other arrangement of any kind having the effect of comparing security but excludes any title retention in respect of the supply of goods resulting from the suppliers standard conditions of sale.

The "Trust Deed" being a Deed of Covenant Trust and Charge dated 9th January, 1990 and made between the Company and Jonathan Bower Farnsworth and Ernest John Prestwich Elliot.

The "Syndicated Loan Agreement" being a Syndicated Loan Agreement dated 31st March, 1989 and made between (i) Varity and the borrowers defined therein as "Facility Borrowers" (ii) Varity Corporation and the companies defined therein as "Guarantors" (iii) the banks and financial institutions defined therein as "The Banks" and (iv) Barclays Bank plc as agent.

The "Syndicated Charge" being a charge dated 4th May, 1989 and created to the terms of the Syndicated Loan Agreement.

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

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 9th JANUARY 1990
and created by MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys due or to become due from the Company to THE ROYAL
BANK OF CANADA under the terms of A LOAN AGREEMENT DATED 9th JANUARY,
1990

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 12th JANUARY 1990

Given under my hand at the Companies Registration Office,
Cardiff the 23rd JANUARY 1990

No. 509133

P. T. Harrington

P. T. HARRINGTON
an authorised officer

C.69

*Post chd
23/1/90*

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COMPANIES FORM No. 403b

403b

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

Please do not write in this margin

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

* insert full name of company

† delete or appropriate

‡ insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ the date of registration may be confirmed from the certificate

§ insert brief details of property or undertaking no longer subject to the charge

Pursuant to section 403(1)(b) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

☒ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

509133

Name of company

* MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

I, PAUL WILKINSON

of 44 CHELTONDALE ROAD, SOLIHULL

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do

solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described [has been released from the charge][has ceased to form part of the company's property or undertaking]‡

Date and description of charge ‡ 9th January, 1990

Date of registration § 12th Jan January 1990

Name and address of [chargee][trustee for the debenture holders]‡ THE ROYAL BANK OF CANADA, 71 QUEEN VICTORIA STREET, LONDON EC4V 4DE

Short particulars of property or undertaking released or no longer part of the company's property or undertaking § Part of the land known as the North and South Deer Parks, Stoneleigh, Warwickshire as edged red on the attached plan.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at LOWICK GATE

Declarant to sign below

SISKI, DRIVE, COVENTRY.

the 26th day of November

one thousand nine hundred and ninety

before me J.C. Ruddle

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths J.C. Ruddle

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

Watson Tuxley Williams
Minorics House
2-5 Minorics
London,
EC3N 1BT.

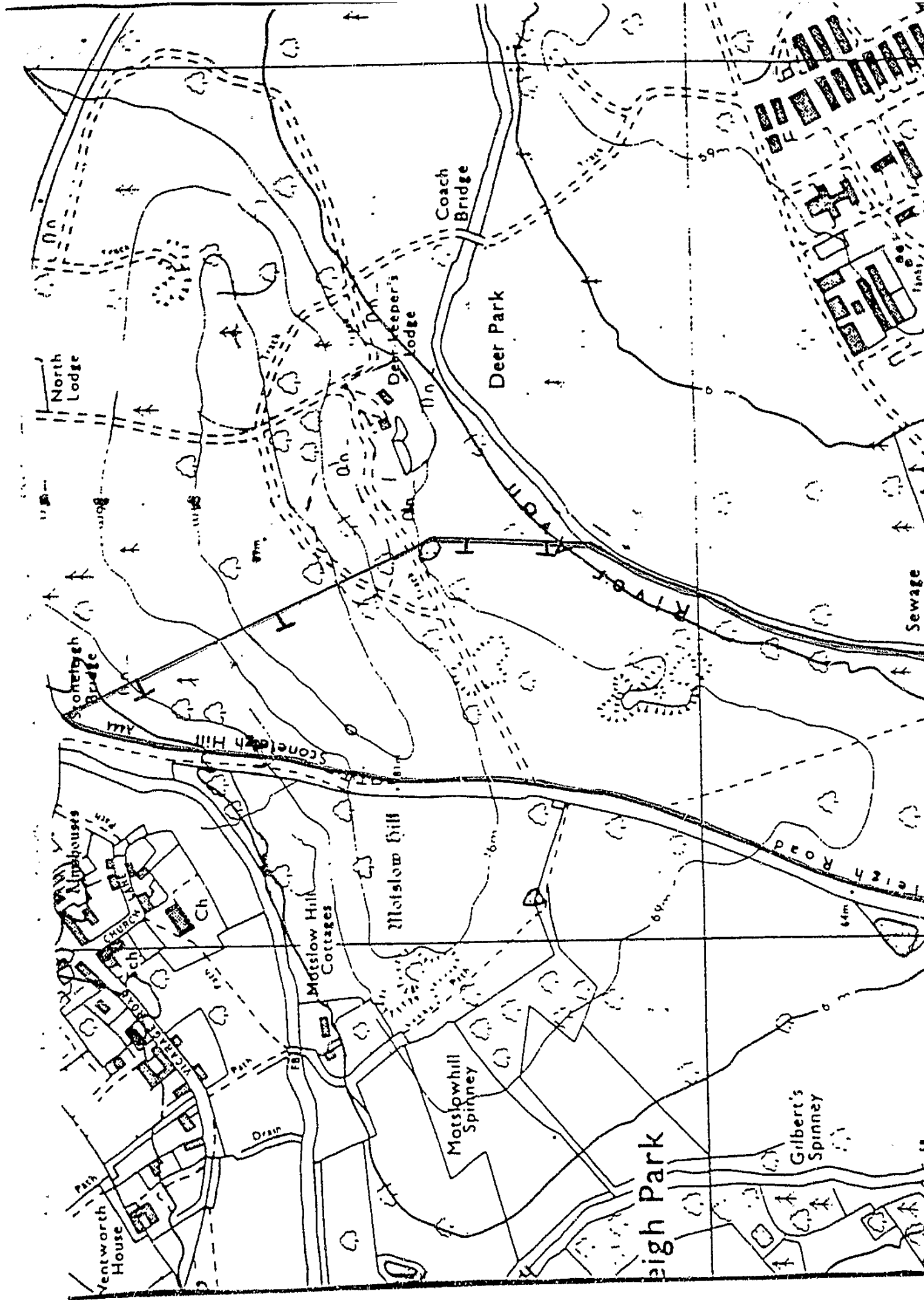
For official Use

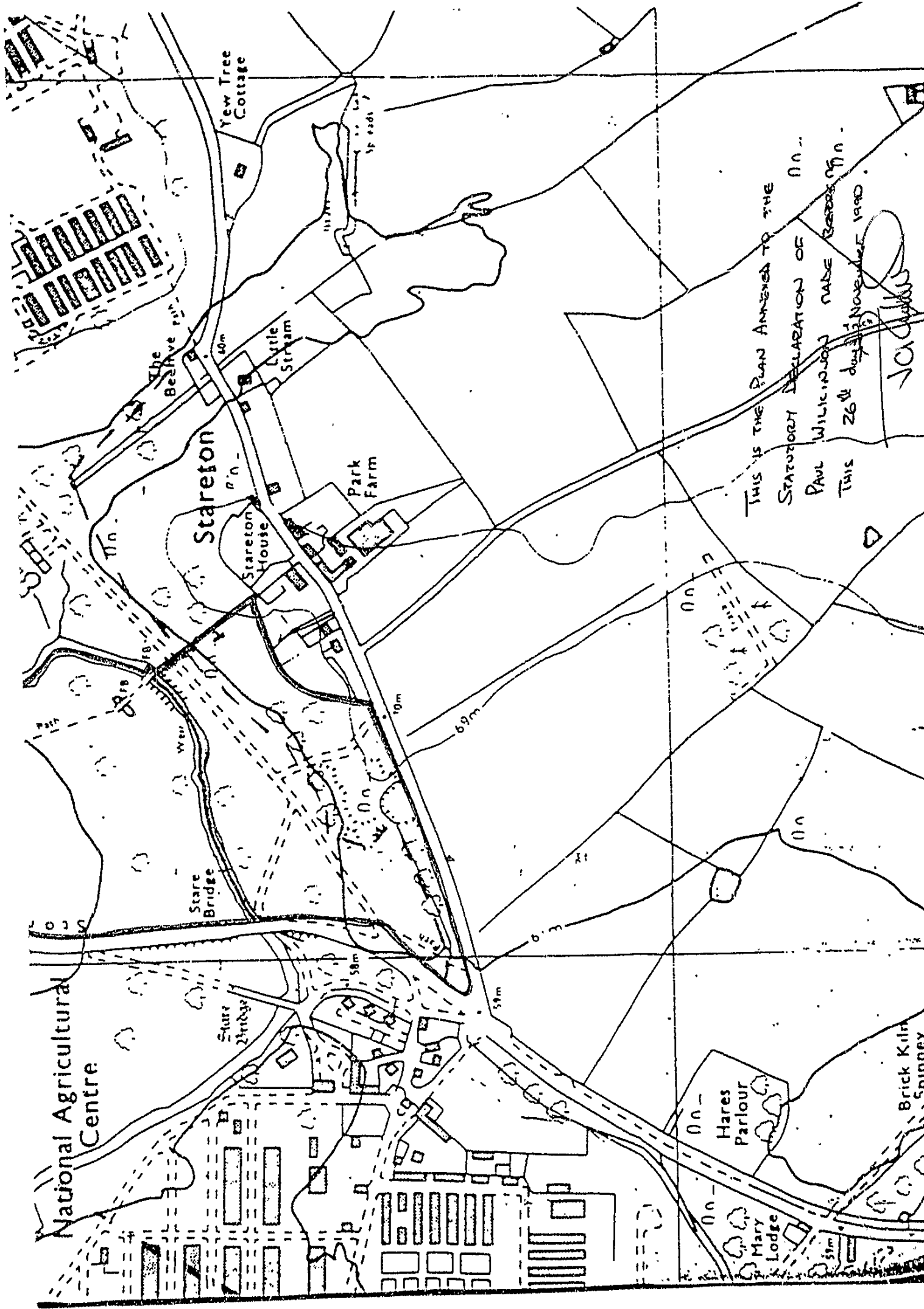
Mortgage Section

REGISTERED

30 NOV 1990

Post room





THIS IS THE PLAN ANNEXED TO THE
STATUTORY DECLARATION OF
PAUL WILKINSON MADE BEFORE ME
THIS 26th day of November 1990.

J. A. [illegible]

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

9/12 2280094

(10)

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

To the Registrar of Companies

For official use

Company number

☒

509133

Name of company

* MASSEY-FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

* Insert full name
of company

Date of creation of the charge

3 December, 1990

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

Deed Supplemental to an Existing Charge and a Charge (the "Deed")
between (1) the Chargors, namely F. Perkins Limited
(See Continuation Sheet No. 1)

Amount secured by the mortgage or charge

AS
M199

(1) all the Indebtedness, namely, all sums (whether principal, interest or otherwise) which at the date of the Existing Charge or the Charge, as appropriate, were or at any time thereafter may be or become due or owing by any Relevant Obligor (whether alone or jointly with any other person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise howsoever) to the Banks (or any of them) under or in connection with the Agreement and/or to the Barclays Banks (or any of them) under or in connection with the Barclays Agreement and/or to ECGD under or in connection with any of the ECGD Agreements and/or to the Loan Stock Trustee under or in connection with the Loan Stock Trust Deed.

(See Continuation Sheet No. 1)

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

Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH (being a
company incorporated under the Companies Acts and carrying on the
(See Continuation Sheet No. 1)

Postcode

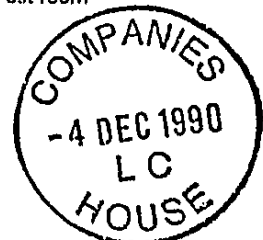
Presenter's name address and
reference (if any):

Linklaters & Paines
Barrington House
59-67 Gresham Street
London EC2V 7JA
Ref: OZB

For official Use
Mortgage Section

Post room

CA DEC 1990



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
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legibly, preferably
in black type, or
bold block lettering

The Company has charged in favour of the Trustees as trustee for the Banks, ECGD and the Loan Stock Trustee pursuant to the Existing Charge and in favour of the Barclays Trustee as trustee for the Barclays Banks pursuant to the Charge:

(A) By way of first legal mortgage pursuant to the Existing Charge and by way of legal mortgage pursuant to the Charge the following freehold and leasehold property, together with all fixtures thereon:-

HAYDOCK, LANCASHIRE

Bahama Road, Haydock

(Leasehold)

All that land and premises on the west side of Bahama Road, Haydock in the County of Lancashire containing 0.375 acres or thereabouts as the same is demised by a lease dated 3rd September, 1970, made between

(See Continuation Sheet No. 1)

Particulars as to commission allowance or discount (note 3)

N12

Signed

Winkler & Paves

Date

4 December 1990

On behalf of [company] [mortgagee/chargee]†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

business of Banking) as Existing Charge Trustee for the Banks,
ECCD and the Loan Stock Trustee of the security created by the
Existing Charge and Charge Trustee for the Barclays Banks of the
security created by the Charge.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

L. Gardner & Sons Limited, Massey-Ferguson Group Limited, Massey-Ferguson Group (International) Limited, Massey-Ferguson Manufacturing Limited, Massey-Ferguson Tractors Limited (formerly Massey-Ferguson Group Limited), Massey-Ferguson (United Kingdom) Limited, Perkins Compact Engines Limited (formerly Alnery No. 912 Limited), Perkins Engines Group Limited, Perkins Engines Limited (formerly Alnery No. 909 Limited), Perkins Engines (Peterborough) Limited (formerly Alnery No. 911 Limited), Perkins Engines (Shrewsbury) Limited, Perkins Group (International) Limited, Perkins Group Limited (formerly Perkins Group Holdings Limited), Perkins Limited (formerly Perkins Engines Limited), Perkins Power Sales & Service Limited (formerly Alnery No 910 Limited), Perkins Technology Limited (formerly Alnery No. 913 Limited), Varity Estates Limited (formerly Massey-Ferguson Tractors Limited), Varity Holdings Limited, MF Industrial Limited, and Massey-Ferguson Parts Company Limited, (2) Barclays Bank PLC (3) Barclays Bank PLC, (4) The Secretary of State, acting by the Export Credits Guarantee Department, (5) Eagle Star Insurance Company Limited, (6) Barclays Bank PLC and (7) Barclays Bank PLC

(2) (on a full indemnity basis) all costs, charges, losses, expenses and other sums expended, paid, incurred or debited in account (including any advances to be made) in relation to the Existing Charge and/or the Charge or the recovery of any of the Indebtedness by the Existing Charge Trustee or the Charge Trustee or by any receiver or by any delegate or sub-delegate appointed by the Existing Charge Trustee or the Charge Trustee pursuant to the Existing Charge or the Charge, as appropriate, including (but without prejudice to the generality of the foregoing) remuneration payable to any such receiver, delegate or sub-delegate as aforesaid, all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Charges and any amounts due to the Existing Charge Trustee or the Charge Trustee, as appropriate, in respect of principal moneys, interest, costs, charges and expenses of and incidental to the redemption and transfer, by or procured by the Existing Charge Trustee or the Charge Trustee, as appropriate, of any prior mortgage, charge or encumbrance against property of whatsoever nature charged under the Existing Charge or the Charge or any part thereof; and

(3) interest, calculated day by day from the relevant due date until full discharge (as well after as before judgment), in the case of any Indebtedness at such rate as is from time to time applicable thereto under the provisions in each Relevant Agreement entitling the Lenders thereunder to interest on money remaining due and outstanding after the relevant due date by virtue of default by the Relevant Obligors and, in the case of any sum payable as described in (2) above, at a rate equal to 1 per cent. over Barclays Bank PLC's Base Rate for the time being.

NOTE: In this Form 395 and its Continuation Sheets, except to the extent that the context requires otherwise:-

"Agent" means Barclays Bank PLC in its capacity as agent for the Banks;

"Agreement" means the Agreement dated 25th February, 1983 between Varity Holdings Limited, PEGL, the Parent Company and others as guarantors, the Banks and the Agent:-

(a) as amended by eight Supplemental Agreements respectively dated 4th March, 1983, 30th September, 1983, 2nd March, 1984, 23rd October, 1984, 20th December, 1984, 18th March, 1985, 17th March, 1985 and 29th April, 1986;

(b) as supplemented and amended by an agreement made on 29th April, 1986 (the "1986 Agreement") between Varity Holdings Limited, PEGL, Massey-Ferguson Manufacturing Limited, MFUK, the Guarantors, the Banks and the Agent in turn as amended by eight Supplemental Agreements respectively dated 13th June, 1986, 4th December, 1986, 10th April, 1987, 29th October, 1987, 24th March, 1988, 26th July, 1988, 26th July, 1988 and 21st April, 1989;

(c) (or if that agreement is further amended, that agreement as from time to time so amended);

(See Continuation Sheet No. 2)

"Banks" means the following banks and financial institutions and their respective successors and permitted assigns:-

Barclays Bank PLC, Lloyds Bank Plc, Midland Bank plc, National Westminster Bank PLC, The Royal Bank of Scotland plc, Grindlays Bank plc, Hambros Bank Limited, Standard Chartered Bank, Hill Samuel & Co. Limited, Standard Chartered Merchant Bank Limited, Citibank, N.A., The Toronto-Dominion Bank, the Royal Bank of Canada, Morgan Guaranty Trust Company of New York, Societe Generale, Credit Lyonnais, Banque Nationale de Paris PLC and Banque Nationale de Paris;

"Barclays Agent" means Barclays Bank PLC in its capacity as agent for the Barclays Banks;

"Barclays Agreement" means the agreement dated 31st March, 1989 entered into between Varity Holdings Limited, the other Barclays Facility Borrowers, the Barclays Guarantors, the Barclays Banks and the Barclays Agent as amended by three Supplemental Agreements respectively dated 3rd October, 1989, 31st January, 1990 and 26th July, 1990 (or, if that agreement is amended, supplemented or novated, that agreement as from time to time so amended, supplemented or novated and/or any document which amends, supplements, novates, extends, replaces or supersedes the Barclays Agreement);

"Barclays Banks" means the following banks and financial institutions and their respective successors and permitted assigns:-

Barclays Bank PLC, Grindlays Bank plc, Hambros Bank Limited, Lloyds Bank Plc, Midland Bank plc and The Royal Bank of Canada;

"Barclays Facility Borrowers" means each of Varity Holdings Limited and any other member of the UK Group to whom a facility is made available under the Barclays Agreement;

"Barclays Guarantors" means:-

(i) Varity Corporation, Varity Holdings Limited, PEGL, MFUK, PL, Massey-Ferguson Manufacturing Limited, Varity Estates Limited (formerly Massey-Ferguson Tractors Limited), Massey-Ferguson Tractors Limited (formerly Massey-Ferguson Group Limited), F. Perkins Limited, PESL and Gardner; and

(ii) any other company which has become bound as a Guarantor under the Barclays Agreement in accordance with Clause 13(A)(2)(e);

"Base Rate" means, at any particular time, the rate then used by Barclays Bank PLC as its base rate for advances in sterling (as published from time to time);

(See Continuation Sheet No. 3)

"Charge" means the first fixed and floating charge dated 4th May, 1989 given by certain of the Chargors to secure (inter alia) their obligations to the Barclays Banks under the Barclays Agreement as supplemented by the Deed and includes any additional document which is supplemental thereto or which is expressed to be collateral therewith or which is entered into pursuant to and in accordance with the terms thereof;

"Charges" means the Existing Charge and the Charge;

"Charge Trustee" means Barclays Bank PLC in its capacity as trustee for the Barclays Banks of the security created by the Charge and includes all other persons for the time being the trustee or trustees under the Charge;

"Companies" means PEGL and MFUK;

"ECGD" means The Secretary of State acting by the Export Credits Guarantee Department;

"ECGD Agreements" means the ECGD ManCo Agreements and the Subordination Agreements;

"ECGD ManCo Agreements" means:

- (1) the ECGD Principal Agreement;
- (2) the letter dated 24th March, 1988 sent by the ECGD Banks to the Companies restating the terms as amended of an earlier letter between them dated 9th May, 1986;
- (3) the Banker's Guarantees (Bills or Notes) issued on 9th May 1986 by ECGD to the ECGD Banks as amended by letter agreements dated 24th March, 1988 in respect of bills or notes purchased by the ECGD Banks pursuant to the facilities made available by each of the ECGD Banks to each of the Companies pursuant to the letter mentioned in (2) above;
- (4) each Recourse Agreement (Bills or Notes) in the form approved by ECGD entered into between ECGD and members of the UK Group on or before 9th May, 1986, and each other recourse agreement (if any) entered into between ECGD and any member(s) of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (5) any bond facility entered into by ECGD in favour of any of the ECGD Banks or any other bank as ECGD may agree in respect of engagements issued by such bank in respect of the goods to be supplied by any member of the UK Group and any recourse agreement entered into between ECGD and any member of the UK Group in respect thereof, which in any such case is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;
- (6) any buyer credit facility and the guarantees and other agreements related thereto entered into by ECGD for the benefit of any member of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(See Continuation Sheet No. 4)

(7) each comprehensive short term guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(8) any specific bank guarantee entered into by ECGD in favour of any ECGD Bank or other bank for the benefit of any member of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(9) each supplemental (extended terms) guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter;

(10) the four agreements dated 30th October, 1987 between Finance of the one part and MFUK or PL of the other part regarding the purchase of debts and the purchase of bills of exchange and promissory notes (or if any such agreement is amended, that agreement as with the approval of ECGD from time to time amended);

and all and any agreements to which ECGD may be party or in respect of which ECGD may have an actual or contingent liability and which are or is made or in force from time to time or for the time being at 29th April, 1986 or thereafter and which are or is for the benefit of or in connection with any member of the UK Group, excluding the ECGD Finance Agreements;

"ECGD Finance Agreements" means:-

(1) the three Recourse Agreements (Bills or Notes) dated 7th March, 1983 and made between ECGD, Finance and Varsity Holdings Limited;

(2) each comprehensive short term guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter, insofar as they relate to Finance;

(3) each supplemental (extended terms) guarantee entered into by ECGD in favour of any member or members of the UK Group which is made or in force from time to time or for the time being at 29th April, 1986 or thereafter, insofar as they relate to Finance;

and all and any agreements or arrangements to which ECGD may be a party or in respect of which ECGD may have any actual or contingent liability and which are or is made or in force from time to time or for the time being at 29th April, 1986 or thereafter and which are or is for the benefit of or in connection with Finance;

"ECGD Banks" means Barclays Bank PLC, Lloyds Bank Plc and Midland Bank plc;

(See Continuation Sheet No. 5)

"ECGD Principal Agreement" means the agreement dated 29th April, 1986 made between PEGL, MFUK, the guarantors referred to therein, the ECGD Banks and ECGD (which replaced the agreement dated 7th March, 1983 made between the same parties) as amended by seven supplemental agreements respectively dated 24th July, 1986, 9th December, 1986, 13th April, 1987, 30th October, 1987, 24th March, 1988, 1st August, 1988 and 1st August, 1988 (or if that agreement is further amended, that agreement as from time to time so amended);

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"Excluded Subsidiary" means any subsidiary of Varity Holdings Limited:-

- (1) which is incorporated outside the United Kingdom; and
- (2) all or substantially all of whose assets and business are located and carried on outside the United Kingdom; and
- (3) none of whose moneys borrowed are owing to or provided by a lending office in the United Kingdom of one or more of the Barclays Banks in the case of the Barclays Agreement and otherwise the banks and financial institutions referred to under the heading "Banks" at the end of the 1986 Agreement; and
- (4) none of whose moneys borrowed are owing to or provided, guaranteed or secured by a member of the UK Group other than one which satisfies (1), (2) and (3) above; and
- (5) which is not a Substantial Subsidiary of Varity Holdings Limited;

and for the avoidance of doubt, in this definition the provision "moneys borrowed" shall not include any sums owing by an Excluded Subsidiary to any member of the UK Group in respect of goods supplied as trading stock or services provided in the ordinary course of trading;

"Existing Charge" means the charge dated 7th March, 1983 given by certain of the Chargors to secure (inter alia) their obligations to certain banks under the Agreement as amended by deeds supplemental thereto dated 9th May, 1986, 8th June, 1987 and 4th May, 1989 and the Deed and includes any additional document which is supplemental thereto or which is expressed to be collateral therewith or which is entered into pursuant to and in accordance with the terms thereof;

"Existing Charge Trustee" means Barclays Bank PLC in its capacity as trustee for the Banks, ECGD and the Loan Stock Trustee of the security created by the Existing Charge and includes all other persons for the time being the Trustee or Trustees under the Existing Charge;

"Facility Borrowers" means Varity Holdings Limited, PEGL, Massey-Ferguson Manufacturing Limited and MFUK;

"Finance" means Massey-Ferguson-Perkins Finance Company Limited;

"Finance Companies" means Finance and each other subsidiary of the Parent Company which at any time is engaged solely in a business similar to that conducted by Finance or by any subsidiary of Frameprise Limited;

"Gardner" means L. Gardner & Sons Limited;

"Guarantors" means:-

(1) the Parent Company, PEGL, the Company, MFUK, PL, Massey-Ferguson Manufacturing Limited, Varsity Estates Limited (formerly Massey-Ferguson Tractors Limited), Massey Ferguson Group Limited (formerly Massey-Ferguson (World Export Operations Limited) and F. Perkins Limited; and

(2) any other company which has become bound as a Guarantor under the Agreement and the ECGD Principal Agreement;

"Lenders" means each of the Banks, the Barclays Banks, ECGD and the Loan Stock Trustee and "Lender" means any of the Lenders;

"Loan Stock Trust Deed" means the Trust Deed dated 21st January, 1968 and made between PEGL, Varsity Holdings Limited and others as supplemented and amended by a First Supplemental Trust Deed dated 16th January, 1979, a Second Supplemental Trust Deed dated 13th July, 1981, a Third Supplemental Trust Deed dated 7th March, 1983, a Fourth Supplemental Trust Deed dated 14th March, 1984, a Fifth Supplemental Trust Deed dated 21st December, 1984, a Sixth Supplemental Trust Deed dated 18th March, 1985, a Seventh Supplemental Trust Deed dated 5th March, 1986, an Eighth Supplemental Trust Deed dated 24th June, 1986, a Ninth Supplemental Trust Deed dated 5th April, 1989, a Tenth and an Eleventh Supplemental Trust Deed dated 30th September, 1990 which deeds together constitute the 7 1/2 per cent. Debenture Stock 1987/92 of Varsity Holdings Limited and shall include, where the context so requires, those deeds as from time to time further supplemented and amended;

"Loan Stock Trustee" means Eagle Star Insurance Company Limited, in its capacity as trustee for the holders of the 7 1/2 per cent. Debenture Stock 1987/92 of Massey-Ferguson Holdings Limited and shall include any other person for the time being the trustee of the Loan Stock Trust Deed;

"MFUK" means Massey-Ferguson (United Kingdom) Limited;

"Overseas Subsidiary" means Massey-Ferguson Nederland Holding B.V., Perkins Nederland Holding B.V. and each of their respective subsidiaries;

"Parent Company" means Varsity Corporation (formerly Massey-Ferguson Limited);

"PEGL" means Perkins Engines Group Limited (formerly Massey-Ferguson - Perkins Limited);

"PESL" means Perkins Engines (Shrewsbury) Limited

"PESL Group" means, at any particular time, PESL and all its subsidiaries;

"PL" means Perkins Limited (formerly Perkins Engines Limited;

"Relevant Agreement" means:-

(a) in the case of the obligations of each Relevant Obligor owed to the Banks, the Agreement;

(See Continuation Sheet No. 7)

(b) in the case of the obligations of each Relevant Obligor owed to the Barclays Banks, the Barclays Agreement;

(c) in the case of the obligations of each Relevant Obligor owed to ECGD, the ECGD Agreements, or any of them as appropriate; and

(d) in the case of the obligations of each Relevant Obligor owed to the Loan Stock Trustee, the Loan Stock Trust Deed;

"Relevant Obligor" means:-

(a) in relation to the Agreement, PEGL and each of the Guarantors;

(b) in relation to the Barclays Agreement each of the Barclays Facility Borrowers and each of the Barclays Guarantors;

(c) in relation to the ECGD Agreements, or any of them as appropriate, each of PEGL, MFUK and each of the Guarantors; and

(d) in relation to the Loan Stock Trust Deed, PEGL, Varsity Holdings Limited and each of the other Guarantors;

"Relevant Obligors" means each of the Facility Borrowers, the Barclays Facility Borrowers, the Guarantors and the Barclays Guarantors;

"Subordination Agreements" means:-

(1) the agreement dated 13th July, 1981 and made between Varsity Holdings Limited, Perkins Engines Group Limited, Massey-Ferguson (United Kingdom) Limited, Massey-Ferguson Nederland N.V., Eagle Star Insurance Company Limited, Barclays Bank PLC and ECGD under which Massey-Ferguson Nederland N.V. agreed to make subordinated loans available to Varsity Holdings Limited, Perkins Engines Group Limited and Massey-Ferguson (United Kingdom) Limited in a principal amount not exceeding £87,000,000 as amended by an agreement dated 4th March, 1983, an agreement dated 9th May, 1986, an agreement dated 29th January, 1988 and an agreement dated 4th May, 1989 and made between the same parties;

(2) the Subordination Agreement dated as of 31st January, 1983 between (1) Varsity Holdings Limited (2) Varsity Corporation and (3) Credit Lyonnais, as amended by an agreement between the parties thereto and Massey-Ferguson Nederland N.V. entered into on or before 9th May, 1986;

(3) the relevant portions of the Subordination Agreement referred to in (2) above containing the terms upon which Massey-Ferguson Nederland N.V. agreed to continue a loan to Varsity Holdings Limited in the amount of US\$1,970,400;

(4) the relevant portions of the Subordination Agreement referred to in (5) below containing the terms upon which Massey-Ferguson Nederland N.V. agreed to continue a loan to Varsity Holdings Limited in the amount of US\$11,822,400;

(See Continuation Sheet No. 8)

(5) the Subordination Agreement dated 4th March, 1983 between Varity Holdings Limited, Varity Corporation, the banks and financial institutions named therein and Orion Royal Bank Limited as amended by an agreement between the parties thereto and Massey-Ferguson Nederland N.V. entered into on or before 9th May, 1986; or

(6) any agreement entered into pursuant to Clause 15.1.8 of the ECGD Principal Agreement;

"Substantial Subsidiary" means:-

(1) in the case of Varity Holdings Limited, means PEG, MFUK, Perkins Engines Limited, Massey-Ferguson Manufacturing Limited, Varity Estates Limited, Massey-Ferguson Tractors Limited, F. Perkins Limited, PESL, Gardner, Finance, any other member of the UK Group which becomes a Barclays Guarantor and/or Guarantor, or to which an ancillary facility is at any time made available, under the Barclays Agreement or the Agreement, as appropriate, and any subsidiary of Varity Holdings Limited whose turnover or total assets or Third Party Indebtedness represents ten per cent. or more of the total consolidated turnover or assets or Third Party Indebtedness of Varity Holdings Limited and its subsidiaries (other than Finance Companies, Massey-Ferguson SA, Massey-Ferguson Nederland Holding BV or Perkins Nederland Holding BV); and

(2) in any other case, means any subsidiary of the Parent Company whose turnover or total assets or Third Party Indebtedness represents ten per cent. or more of the total consolidated turnover or assets or Third Party Indebtedness of the Parent Company and its subsidiaries (other than Finance Companies);

provided that, for the purpose of determining whether any subsidiary shall be included in the category defined in (2) above, any two or more subsidiaries of the Parent Company which are established in, and/or are carrying on substantially all of their operations in, any particular jurisdiction shall be treated as one company and their consolidated turnover, total assets or Third Party Indebtedness shall be considered as that of a single company;

"Third Party Indebtedness" means, at any particular time, the aggregate amount outstanding of any indebtedness for moneys borrowed of the Parent Company or any subsidiary or associated company of the Parent Company other than any such indebtedness owed by the Parent Company to any of its subsidiaries or associated companies or by any such subsidiary or associated company to the Parent Company or by any such subsidiary or associated company to any other such subsidiary or associated company;

"UK Group" means, at any particular time, Varity Holdings Limited and all its subsidiaries other than:-

- (1) Finance;
- (2) Frameprise Limited;

(See Continuation Sheet No. 9)

(3) any subsidiary of Frameprise Limited;

(4) any Overseas Subsidiary; and

(5) any Excluded Subsidiary;

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and "member of the UK Group" shall be construed accordingly.

Co-operative Insurance Society Limited (1) and Townson Developments (Lancashire) Limited (2) for a term of 21 years from 3rd September, 1970 subject to an underlease between MFUK (1) and Parry Plant Sales Limited (2) on 4th November, 1986 for a term from 24th October, 1986 to 30th August, 1991.

STONELEIGH, WARWICKSHIRE

North and South Deer Parks
and land adjoining

(Freehold)

- (1) All that piece or parcel of land in the Parish of Stoneleigh in the County of Warwick as the same is known as the North and South Deer Parks, Stoneleigh ("the Property") as shown for identification purposes only edged red on a plan annexed to a conveyance dated 9th January, 1990 made between J.B. Farnsworth and E.J.P. Elliott (1) and Massey-Ferguson (United Kingdom) Limited ("M-F (UK) Ltd") (2) [title number allocated is WK328810] [subject to a Legal Charge made between M-F (UK) Ltd (1) and The Royal Bank of Canada (2) dated 9th January, 1990] subject to an Option Agreement dated 26th January 1990 made between M-F (UK) Ltd (1) and Harrison Brown (UK) Limited (2) relating to part of the Property

Excluding part of the Property comprised in (i) a Transfer dated 9th February 1990 made between M-F (UK) Ltd (1) and The Royal Agricultural Society of England (2) and (ii) an Option Agreement dated 6th February 1990 made between M-F (UK) Ltd (1) and The Royal Agricultural Society of England (2).

- (2) All those two pieces of land situate at Stoneleigh, Kenilworth in the County of Warwick being to the north of North Lodge, Stoneleigh comprising a total of a quarter of an acre or thereabouts as shown for identification purposes only edged red on the plan annexed to a conveyance dated 9th January, 1990 made between The Rt. Hon. J.P. Baron Leigh J.B. Farnsworth and E.J.P. Elliott (1) Massey-Ferguson (United Kingdom) Limited (2) [Title number allocated is WK328880].

FOR THE ABOVE, PROVIDED ALWAYS THAT:

- (i) the provisions of the Existing Charge shall in no way prevent:
- (a) the purchase of any debts, bills of exchange or promissory notes from any of PEGL, MFUK or PL which is permitted by any of the six agreements dated 10th July 1981 between Finance of the one part and PEGL, MFUK or PL of the other part as amended by certain agreements dated 4th March 1983 and between the same parties regarding the purchase of certain debts and the purchase of bills of exchange and promissory notes respectively (or, if any such agreement is hereafter amended with the prior consent of ECGD and the Majority Banks (as defined in the agreement dated 27th February, 1986 between (1) Finance, (2) Varity Holdings Limited, (3) certain banks and financial institutions and (4) Barclays Bank PLC as agent for those banks and institutions, as amended) the relevant agreement as from time to time so amended); or

(See Continuation Sheet No. 2)

(b) the purchase by any of the ECGD Banks of any bills of exchange or promissory notes from either PEGL or MFUK pursuant to any of the ECGD Agreements;

and, forthwith upon any debt, bill of exchange or promissory note being purchased as aforesaid, it shall be released from, and (together with all moneys at any time paid on account of such debt, bill of exchange or promissory note, or paid pursuant to or in respect of the contract of sale giving rise thereto, to any of the Chargors as agent or trustee for Finance, any of the ECGD Banks or ECGD as the case may be) shall be free and clear of the security created by the Existing Charge unless and until, in the case of any such bill of exchange or promissory note purchased by any of the ECGD Banks, the same shall at any time thereafter be repurchased by either PEGL or MFUK, as the case may be;

(ii) there shall be excluded from the security created by the Existing Charge all other moneys that shall from time to time be received by any of the Chargors on any account whatsoever as agent or trustee for any of the ECGD Banks or ECGD (as the case may be), including (without limitation) any such moneys that shall have been recovered;

(a) pursuant to or in connection with any contract of sale in respect of which a claim shall have been made under any credit insurance provided by ECGD; or

(b) on account of any bill of exchange or promissory note (or pursuant to or in respect of the contract of sale giving rise thereto) in respect of which a guaranteed advance shall have been made by any of the ECGD Banks pursuant to any of the ECGD Agreements or any of the ECGD Finance Agreements;

and there shall further be excluded from the security created by the Existing Charge all rights and benefits arising under or in connection with any such contract of sale in so far as and to the amount in respect of which either ECGD or any of the ECGD Banks shall, pursuant to any applicable law, have acquired rights of subrogation or any similar rights with respect thereto; and

(iii) there shall be excluded from the security created by the Existing Charge all moneys paid by any Chargor to any Bank by way of cash cover pursuant to Clause 3 of the Agreement.

(iv) the security created by or pursuant to the Charge shall rank subject to and immediately after the Existing Charge;

(v) the provisions of the Charge shall in no way prevent:-

(a) the purchase of any debts, bills of exchange or promissory notes from any of MFUK or PL which is permitted by any of the four agreements dated 30th October, 1987 between Finance of the one part and PL or MFUK of the other part regarding the purchase of debts and the purchase of bills of exchange and promissory notes (or, if any such agreement is amended, that agreement as from time to time amended) and in accordance with Clause 13(C) of the Barclays Agreement; or

(See Continuation Sheet No. 3)

- (b) the purchase by any of the ECGD Banks of any bills of exchange or promissory notes from either PEGL or MFUK pursuant to any of the ECGD Agreements;

and, forthwith upon any debt, bill of exchange or promissory note being purchased as aforesaid, it shall be released from, and (together with all moneys at any time paid on account of such debt, bill of exchange or promissory note, or paid pursuant to or in respect of the contract of sale giving rise thereto, to any of the Chargors as agent or trustee for Finance, any of the ECGD Banks or ECGD as the case may be) shall be free and clear of the security created by the Charge unless and until, in the case of any such bill of exchange or promissory note purchased by any of the ECGD Banks, the same shall at any time thereafter be repurchased by either PEGL or MFUK, as the case may be;

- (vi) there shall be excluded from the security created by the Charge all other moneys that shall from time to time be received by any of the Chargors on any account whatsoever as agent or trustee for any of the ECGD Banks or ECGD (as the case may be), including (without limitation) any such moneys that shall have been recovered;

- (a) pursuant to or in connection with any contract of sale in respect of which a claim shall have been made under any credit insurance provided by ECGD; or

- (b) on account of any bill of exchange or promissory note (or pursuant to or in respect of the contract of sale giving rise thereto) in respect of which a guaranteed advance shall have been made by any of the ECGD Banks pursuant to any of the ECGD Agreements or any of the ECGD Finance Agreements;

and there shall further be excluded from the security created by the Charge all rights and benefits arising under or in connection with any such contract of sale in so far as and to the amount in respect of which either ECGD or any of the ECGD Banks shall pursuant to any applicable law, have acquired rights of subrogation or any similar rights with respect thereto; and

- (vii) there shall be excluded from the security created by the Charge all moneys paid by any Chargor to any Barclays Bank by way of cash cover pursuant to the Barclays Agreement.

(B) An express right of set-off pursuant to the Existing Charge for the Existing Charge Trustee and each Bank to apply any credit balance (whether or not due) to which the Company is at any time beneficially entitled on any account at any office of the Existing Charge Trustee or that Bank (as the case may be) in or towards payment of all or any part of the Indebtedness and other moneys secured by the Existing Charge and an express right of set-off pursuant to the Charge for the Charge Trustee and each Barclays Bank to apply any credit balance (whether or not due) which the Company is at any time beneficially entitled on any account at any office of the Charge Trustee or that Barclays Bank (as the case may be) in or towards payment of all or any part of the Indebtedness and other moneys secured by the Charge.

(See Continuation Sheet No. 4)

Notes

(1) Any subsequent security created by the Company (otherwise than in favour of the Existing Charge Trustee and/or the Charge Trustee, as appropriate) shall be expressed to be subject to the Existing Charge and the Charge and shall rank thereafter.

(2) As used throughout this form:-

(a) the "assets" of any person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets, revenues (including any rights to receive revenues) and uncalled capital;

(b) "fixtures" in relation to any freehold or leasehold property charges by or pursuant to the Charges means all the fixtures, fittings (including trade fixtures and fittings), and fixed plant and machinery from time to time thereon the property wherein is vested in the Company.

(3) The Company is prohibited by the terms of the Barclays Agreement from creating or having outstanding any security on or over its assets, excepted as permitted by the appropriate Barclays Agreement.



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

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

I hereby certify that a mortgage or charge dated the 3rd DECEMBER 1990
and created by MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to BARCLAYS BANK PLC (AS
EXISTING CHARGE TRUSTEE FOR THE BANKS, ECGD AND THE LOAN STOCK TRUSTEE)
under the terms of THE AGREEMENT AND OTHER DOCUMENTS AS DEFINED THEREIN

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 7th DECEMBER 1990

No. 509133

L/C
AG
7/12

*This certificate has been
cancelled in favour of a
new certificate dated
4th January 1991*

P. Jones

P. JONES

an authorised officer

C.69

R. Jones
AUTHORISED OFFICER
21st JANUARY 1991



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 3rd DECEMBER 1990 and created by MASSEY-FERGUSON (UNITED KINGDOM) LIMITED for securing all moneys due or to become due from the Company and/or all or any of the other companies named therein to BARCLAYS BANK PLC as existing Charge Trustee for the Banks, ECGD and the Loan Stock Trustee of the security created by the existing Charge and Charge Trustee for the BARCLAYS BANKS of the security created by the Charge under the terms of the Agreements and other Documents as defined therein

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 4th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 4th JANUARY 1991

No. 509133

P. Jones
P. JONES

an authorised officer

Certificate and instrument received by

.....

.....

Date

C.69

M

COMPANIES FORM No. 403b

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

403b

Please do not write in this margin

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

* insert full name of company

Pursuant to section 403(1)(b) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

☒ 18

518
p/c
509133

Name of company

* MASSEY-FERGUSON (UNITED KINGDOM) LIMITED

I, PAUL WILKINSON

of 44 CHFLTONDALE ROAD, SOLIHULL

† delete as appropriate

‡ insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ the date of registration may be confirmed from the certificate

§ insert brief details of property or undertaking no longer subject to the charge

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described [has been released from the charge][has ceased to form part of the company's property or undertaking]‡

Date and description of charge ‡ 9th January, 1990

Date of registration § 12th January, 1990

Name and address of [chargee][trustee for the debenture holders]† THE ROYAL BANK OF CANADA, 71 QUEEN VICTORIA STREET, LONDON EC4V 4DE

Short particulars of property or undertaking released or no longer part of the company's property or undertaking § Part of the land known as the North and South Deer Parks, Stoneleigh, Warwickshire as edged red on the attached plan.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at LOWIC GATE SISKIN DRIVE COVENTRY

Declarant to sign below

the 3rd day of April

one thousand nine hundred and ninety one
before me *[Signature]* (SOLICITOR).

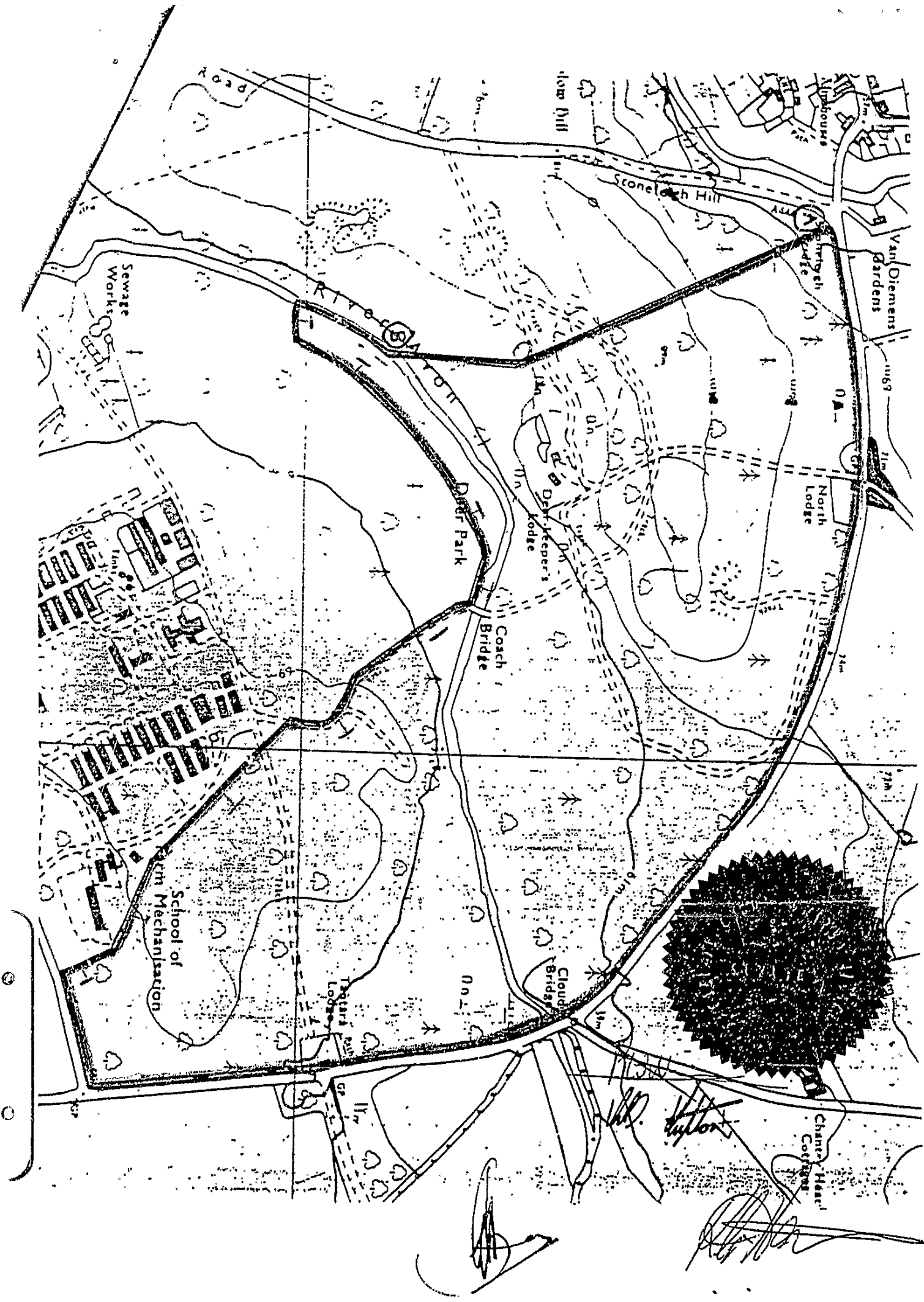
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

For official Use
Mortgage Section
REGISTERED
Post room

09 APR 1991

COMPANIES REGISTRATION
10 APR 1991
10 APR 1991



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COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

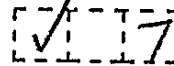
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in black type or
bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company



5 09 133

* **MASSEY FERGUSON (UNITED KINGDOM) LIMITED** (the "Company")

Date of creation of the charge

25th NOVEMBER 1992

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

COMPOSITE GUARANTEE AND DEBENTURE (the "Debenture")
dated 25th November 1992 made between:

Amount secured by the mortgage or charge

(i) all money and liabilities whether certain or contingent (including further advances made thereafter by the Bank and secured directly or indirectly thereby) which were then or at any time thereafter might be due owing or incurred by the Company or Varity Corporation to the Bank anywhere or for which the Company or Varity Corporation might become liable to the Bank under or in connection with the Facility Agreement; and

(ii) all money and liabilities whether certain or contingent which were then or at any time thereafter might be due owing or incurred from or by any other Company or Varity Corporation to the Bank

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

Lloyds Bank Plc, 6-8 Eastcheap, London EC3M 1LL

Postcode

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

CAMERON MARKBY HEWITT
Sceptre Court
40 Tower Hill
London EC3N 4BB
Ref: PAM/X2244/6486

For official use
Mortgage section

REGISTERED

27 NOV 1992

Post room



Time critical reference

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FIRST: The freehold and leasehold property (if any) of the Company both present and future including North and South Deer Parks and land adjoining, Warwickshire, freehold registered title under title number WK328810, all buildings and fixtures thereon and all liens mortgages charges options agreements and rights titles and interests (whether legal or equitable but other than in Charge A Charge B and the RBC Charge) in or over any freehold and leasehold property belonging to the Company or the proceeds of sale thereof of whatever description both present and future and all fixtures now or at any time in the future thereon;

Please complete
legibly, preferably
in black type or
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SECONDLY: All book debts both present and future due or owing to the Company (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights rights of tracing and unpaid vendors' liens and similar and associated rights;

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Cameron Markby Hewitt*

Date *26.11.92*

On behalf of [company] [mortgagee/chargee]*

*Delete as
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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write in this
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Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")
Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Varity Holdings Limited (1)
Massey Ferguson Group (International) Limited (2)
Varity Estates Limited (3)
Massey Ferguson Manufacturing Limited (4)
Massey Ferguson Group Limited (5)
Perkins Group Limited (6)
Perkins Engines Group Limited (7)
Perkins Limited (8)
Eastfield No 1 Limited (9)
Perkins Technology Limited (10)
Perkins Compact Engines Limited (11)
Perkins Engines Limited (12)
Perkins Engines (Peterborough) Limited (13)
Perkins Power Sales and Service Limited (14)
F Perkins Limited (15)
Massey Ferguson Tractors Limited (16)
Perkins Group (International) Limited (17)
Massey Ferguson (United Kingdom) Limited (18)
(each a "Company" and together referred to as
the "Companies")
and LLOYDS BANK Plc (the "Bank") (19)

In the Debenture the following expressions (which are
employed in the same sense in this form) bear the
following meanings:

"Agreement" - agreement dated 31st March 1989 entered
into between Varity Holdings Limited the other
Facility Borrowers (as defined in the Agreement) the
Guarantors (as defined in the Agreement) the Banks
(as defined in the Agreement) and Barclays Bank PLC
as amended, or if that agreement is further varied,
amended or supplemented that agreement as so varied,
amended or supplemented and any document which varies
amends or supplements the agreement

"Charge A" - the fixed and floating charge dated 7th
March 1983 made between the Companies (as referred to
therein) (1) Barclays Bank PLC (2) The Secretary of

anywhere under or in connection with the Facility Agreement (except any moneys or liabilities due owing or incurred by such other Company as Guarantor for the Company concerned),

in either case whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety including all liabilities in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or given by the Bank for or at the request of such Company or Customer together with interest to date of repayment at such rate or rates as were from time to time agreed or in the absence of such agreement at the Current Rate (notwithstanding in the case of any Guarantor the liquidation or other incapacity of any Customer) commission and other banking charges and any legal administrative and other costs charges and reasonable expenses incurred by the Bank in relation to the Companies or the Debenture or the preparation or enforcement of any other guarantee or security for any moneys or liabilities thereby secured on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to such enforcement

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

THIRDLY: All other monetary debts and claims both present and future of the Company (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

- (i) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which gave rise or might give rise to a debt or debts) owing to the Company (and the proceeds thereof);
- (ii) any amounts owed or which might become owing to the Company under any building construction or development contract whether or not any certificate as to the amount due was issued in respect thereof (and the proceeds thereof);
- (iii) the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are Secondly described in this sub-clause;

FOURTHLY:

- (i) All stocks shares securities and other interests which were then or might at any time thereafter be owned by the Company or in which the Company might otherwise be interested but excluding all stocks shares securities and other interests owned by the Company in any company which was or might thereafter become a subsidiary of such Company;
- (ii) The full benefit of all stocks shares and securities which or the certificates of which were then or might at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees;
- (iii) All rights in respect of or incident to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) hereby Fourthly charged being thereafter called the "Securities"); and
- (iv) All stocks shares securities rights moneys or property accrued or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (the Charged Property (i) to (iv) hereby Fourthly charged being thereafter called "Interests in Securities").

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scotland)

Company number

509133

Please complete
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in black type, or
bold block lettering

Name of company

*Delete if
inappropriate

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")
Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

State (3) Eagle Star Insurance Company Limited (4) and Barclays Bank PLC (5) as amended by deeds supplemental thereto dated 9th May 1986, 8th June 1987, 4th May 1989, 26th July 1990, 3rd December 1990, two deeds dated 27th January 1992 and 23rd June 1992 or if that charge is further varied, amended or supplemented that charge as so varied, amended or supplemented and any document which varies amends or supplements the charge

"Charge B" - the fixed and floating charge dated 4th May 1989 made between the Companies (as referred to therein) (1) Barclays Bank PLC (2) and Barclays Bank PLC (3) as amended by deeds supplemental thereto dated 3rd December 1990, two deeds dated 27th January 1992 and 23rd June 1992 or if that charge is further varied, amended or supplemented that charge as so varied, amended or supplemented and any document which varies amends or supplements the charge

"Current Rate - 2% (two per centum) above the Bank's Base Rate from time to time in each case compounded (both before and after any demand or judgment) upon such days in each year as the Bank shall from time to time fix

"Customer" - Varity Corporation a company incorporated in the State of Delaware and any other Company insofar only as it owes moneys or incurs liabilities to the Bank whether as a principal debtor or as surety or otherwise

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

FIFTHLY: All copyrights patents trademarks servicemarks brand names inventions design rights knowhow and other intellectual property rights whether registered or unregistered and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom then or at any time thereafter belonging to the Company;

SIXTHLY: The goodwill and the uncalled capital of the Company both present and future;

SEVENTHLY: The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First Secondly Thirdly Fourthly Fifthly and Sixthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges).

The security thereby created shall as regards the Charged Property First Secondly Thirdly Fourthly Fifthly and Sixthly described be fixed charges (and as regards all those parts of the Charged Property First described then vested in a Company shall constitute a charge by way of legal mortgage thereon) and as regards all Charged Property Seventhly described shall be a floating charge.

NOTE

- A. 1. The security created by or pursuant to the Debenture is subject to Charge A, Charge B and the RBC Charge and the ranking of the security created by or pursuant to the Debenture is subject to a deed of priority dated ~~25th~~ November 1992 made between Barclays Bank PLC as agent for the banks referred to in Charge A (1) Barclays Bank PLC as agent for the banks referred to in Charge B (2) Barclays Bank PLC as trustee for the banks referred to in Charge A (3) Barclays Bank PLC as trustee for the banks referred to in Charge B (4) the Bank (5) and The Royal Bank of Canada (6);
2. The provisions of the Debenture shall in no way prevent the purchase of any debts bills of exchange or promissory notes from any of MFUK or PL which is permitted by any of the Intercompany Financing Agreements and in accordance with Clause 13(C) of the Agreement and forthwith upon any debt bill of exchange or promissory note being purchased as aforesaid it shall be released from and (together with all moneys at any time paid on account of such debt bill of exchange or promissory note or paid pursuant to or in respect of the contract of sale giving rise thereto to any of the Companies as agent or

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 3
to Forms Nos 395 and 410 (Scot)

Company number

509133

Please complete
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in black type, or
bold block lettering

Name of company

*Delete if
inappropriate

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Equipment Leasing Agreement" - any agreement whereby any Company acquires rights to use any plant machinery or equipment in or for the purpose of its business and by virtue of the terms of which the relevant Company acquires no interest in or title to the plant machinery or equipment the subject of such agreement other than as lessee thereof

"Facility Agreement" - an agreement dated *25th November 1992* addressed to Varity Holdings Limited from the Bank (or if that agreement is varied, amended, supplemented or novated, that agreement as from time to time so varied, amended, supplemented or novated and any document which varies, amends, supplements, novates, extends, replaces or supercedes the facility agreement)

"Guarantor" - any Company insofar only as it thereby (or by any deed executed supplemental thereto) covenants to pay or discharge moneys and liabilities due owing or incurred from or by Companies other than itself to the Bank; and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation contained in clause 2.1(b) and schedule 3 of the Debenture and in any deed executed supplemental thereto

"Inter Company Financing Agreements" - four agreements dated 30th October 1987 Agreements" between Massey-Ferguson-Perkins Finance Company Limited (1) PL or MFUK (2) regarding the purchase of debts and the purchase of bills of exchange and promissory notes (or if any such agreement is amended that agreement as from time to time amended)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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trustee for Massey Ferguson Perkins Finance Group Limited) shall be free and clear of the security created by this Deed unless and until the same shall at any time thereafter be repurchased by either PL or MFUK as the case may be;

3. There shall be excluded from the security created by the Debenture all monies paid by any Company to the Bank or any bank or financial institution referred to in the Agreement and their respective successors and permitted assigns by way of cash cover pursuant to Clause 3(B) of the Agreement.

4. The security created by the Debenture shall not extend to any plant machinery or equipment or to any rights of any Company therein which is for the time being the subject of any Equipment Leasing Agreement which by its terms prohibits the creation of security over the Company's interest therein or for which the consent of the lessor is required; and

5. Where any such plant machinery or equipment is at any time during the continuance of the Debenture situate upon any of the freehold or leasehold property of such Company which is comprised within the real property thereby charged the rights of the Bank thereunder shall be subject to the rights of the lessor under any Equipment Leasing Agreement relating thereto including the right of removal whether or not such plant machinery or equipment or any part thereof may be affixed to the real property thereby charged

PROVIDED ALWAYS that in the case of any Equipment Leasing Agreement for the charging of which the relevant Company requires the consent of the lessor thereunder such Company shall use its best endeavours to obtain the consent as soon as possible of that lessor for that Company to charge that Equipment Leasing Agreement to the Bank as part of the security created thereby and on each occasion that the Company has obtained such consent shall immediately produce such consent to the Bank and the Company's interest in such Equipment Leasing Agreement shall become subject to the Debenture.

B. The Company in the Debenture covenanted with the Bank that it would not without the consent in writing of the Bank:

(i) sell assign license sub-license discount factor or otherwise dispose of the Charged Property (other than the Charged Property Seventhly described) save in accordance with clause 4.7 of the Debenture or deal with the same in any way otherwise than in accordance with the said clause;

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 4
to Forms Nos 395 and 410 (Scot)

Company number

509133

Please complete
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Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")
Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"MFUK" - Massey-Ferguson (United Kingdom) Limited,
Company Registration No. 509133

"PL" - Perkins Limited, Company Registration No.
624567

"RBC Charge" - the fixed charge dated 9th January
1990 made between Royal Bank of Canada (1) and MFUK
(2)

"RBC Loan Agreement" - the loan agreement dated 9th
January 1990 made between MFUK (1) The Royal Bank of
Canada (2) the companies specified therein as
Guarantors (3) and the companies referred to therein
as Dormant Subsidiaries (4), or if that agreement is
further varied, amended or supplemented, that
agreement as to varied amended or supplemented and
any document which varies amends or supplements the
agreement

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(ii) create or permit to subsist or arise any mortgage debenture hypothecation charge assignment by way of security pledge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property save for Charge A Charge B and the RBC Charge and any additional security granted to Royal Bank of Canada pursuant to clause 16(a) of the RBC Loan Agreement; or

(iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property Seventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 25th NOVEMBER 1992
and created by MASSEY FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR
VARITY CORPORATION AND/OR ANY OTHER COMPANIES NAMED THEREIN to LLOYDS BANK
Plc UNDER OR IN CONNECTION WITH THE "FACILITY AGREEMENT" AS DEFINED IN THE
"DEBENTURE"

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th NOVEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 3rd DECEMBER 1992

No. 509133

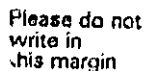
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A handwritten signature in cursive script, appearing to read 'A. P. Goddard'.

A. P. GODDARD

an authorised officer

C.69



Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

[- - - - - 8]

509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED
(the "Company")

Date of creation of the charge

15TH JANUARY 1993

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

SUPPLEMENTAL MORTGAGE OF STOCKS & SHARES (the "Mortgage") dated 15th January 1993 made between:

Amount secured by the mortgage or charge

(i) all money and liabilities whether certain or contingent (including further advances made thereafter by the Bank and secured directly or indirectly thereby) which were then or at any time thereafter might be due owing or incurred by the Company or Varsity Corporation to the Bank anywhere or for which the Company or Varsity Corporation might become liable to the Bank under or in connection with the Facility Agreement; and

(ii) all money and liabilities whether certain or contingent which were then or at any time thereafter might be due owing or incurred from or by any one or more of the Chargors or Varity Corporation to the Bank anywhere under or in

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

Lloyds Bank Plc, 6-8 Eastcheap, London EC3M 1LL

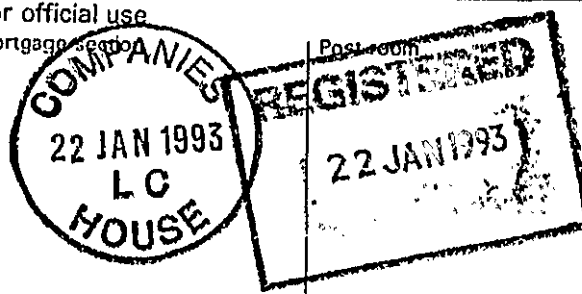
Postcode

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

CAMERON MARKBY HEWITT
Sceptre Court
40 Tower Hill
London EC3N 4BB
Ref: CEM/PAM/X2244/6486

Time critical reference

For official use
Mortgage Section



Short particulars of all the property mortgaged or charged

All stocks shares securities and other interests which were then or might at any time be owned by the Company or in which the Company might otherwise be interested including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any Chargor which was then or might thereafter become a Subsidiary of the Company (the "Charged Property")

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

NOTE

- A. The security created by or pursuant to the Mortgage is subject to Charge A and Charge B and the ranking of the security created by or pursuant to the Mortgage is subject to a deed of priority dated 25th November 1992 made between Barclays Bank PLC as agent for the banks referred to in Charge A (1) Barclays Bank PLC as agent for the banks referred to in Charge B (2) Barclays Bank PLC as trustee

Particulars as to commission allowance or discount (note 3)

NIL

Signed Cameron Markby Hewitt

Date 22.1.93

On behalf of [company] [mortgagee/chargee]*

*Delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. 1
to Forms Nos 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Varity Holdings Limited (1)
 Massey Ferguson Group (International) Limited (2)
 Varity Estates Limited (3)
 Massey Ferguson Manufacturing Limited (4)
 Massey Ferguson Group Limited (5)
 Perkins Group Limited (6)
 Perkins Engines Group Limited (7)
 Perkins Limited (8)
 L. Gardner & Sons Limited (9)
 Eastfield No 1 Limited (10)
 Perkins Technology Limited (11)
 Perkins Compact Engines Limited (12)
 Perkins Engines Limited (13)
 Perkins Engines (Peterborough) Limited (14)
 Perkins Power Sales and Service Limited (15)
 F Perkins Limited (16)
 Massey Ferguson Tractors Limited (17)
 Perkins Group (International) Limited (18)
 Massey Ferguson (United Kingdom) Limited (19)
 (each a "Company" and together referred
 to as the "Chargors")
 and Lloyds Bank Plc (the "Bank") (20)

The Supplemental Mortgage of Stocks and Shares is
 supplemental to a composite guarantee and debenture
 dated 25th November 1992 and expressed to be made
 between the Chargors (other than L. Gardner & Sons
 Limited) (1) and the Bank (2) and a Deed of Admission
 dated 21st December 1992 made between L. Gardner &
 Sons Limited (1) the Chargors (2) and the Bank (3).
 (The said composite guarantee and debenture is
 thereafter referred to as the "Principal Deed")
 In the Principal Deed the following expressions
 (which are employed in the same sense in this form)
 bear the following meanings:

connection with the Facility Agreement (except any moneys or liabilities due owing or incurred by any other Company as Guarantor for the Company),

in either case whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety including all liabilities in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or given by the Bank for or at the request of such Company or Customer together with interest to date of repayment at such rate or rates as were from time to time agreed or in the absence of such agreement at the Current Rate (notwithstanding in the case of any Guarantor the liquidation or other incapacity of any Customer) commission and other banking charges and any legal administrative and other costs charges and reasonable expenses incurred by the Bank in relation to the Chargors or this deed or the preparation or enforcement of any other guarantee or security for any moneys or liabilities thereby secured on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to such enforcement

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in black type, or
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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in black type, or
bold block lettering

for the Banks referred to in Charge A (3) Barclays Bank PLC as trustee for the Banks referred to in Charge B (4) the Bank (5) and The Royal Bank of Canada (6)

B. The Company in the Principal Deed covenanted with the Bank that it would not without the consent in writing of the Bank:

- (i) sell assign licence sub-licence discount factor or otherwise dispose of the Charged Property save in accordance with clause 4.7 of the Principal Deed or deal with the same in any way other than in accordance with the said clause; or
- (ii) create or permit to subsist or arise any mortgage debenture hypothecation charge assignment by way of security pledge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property)

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Particulars of a mortgage or charge (continued)

Continuation sheet No ²
to Forms Nos 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Charge A" - the fixed and floating charge dated 7th March 1983 made between the Companies (as referred to therein) (1) Barclays Bank PLC (2) The Secretary of State (3) Eagle Star Insurance Company Limited (4) and Barclays Bank PLC (5) as amended by deeds supplemental thereto dated 9th May 1986, 8th June 1987, 4th May 1989, 26th July 1990, 3rd December 1990, two deeds dated 27th January 1992 and 23rd June 1992 or if that charge is further varied, amended or supplemented that charge as so varied, amended or supplemented and any document which varies amends or supplements the charge

"Charge B" - the fixed and floating charge dated 4th May 1989 made between the Companies (as referred to therein) (1) Barclays Bank PLC (2) and Barclays Bank PLC (3) as amended by deeds supplemental thereto dated 3rd December 1990, two deeds dated 27th January 1992 and 23rd June 1992 or if that charge is further varied, amended or supplemented that charge as so varied, amended or supplemented and any document which varies amends or supplements the charge

"Current Rate - 2% (two per centum) above the Bank's Base Rate from time to time in each case compounded (both before and after any demand or judgment) upon such days in each year as the Bank shall from time to time fix such days in each year as the Bank shall from time to time fix

"Customer" - Varity Corporation a company incorporated in the State of Delaware and any other Company insofar only as it owes moneys or incurs liabilities to the Bank whether as a principal debtor or as surety or otherwise

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Short particulars of all the property mortgaged or charged (continued)

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in black type, or
bold block lettering

Page 4

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. 3
to Forms Nos 395 and 410 (Scot)

Company number

509133

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

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Facility Agreement" - an agreement dated 25th November 1992 addressed to Varity Holdings Limited from the Bank (or if that agreement is varied, amended, supplemented or novated, that agreement as from time to time so varied, amended, supplemented or novated and any document which varies, amends, supplements, novates, extends, replaces or supercedes the facility agreement)

"Guarantor" - any Company insofar only as it thereby (or by any deed executed supplemental thereto) covenants to pay or discharge moneys and liabilities due owing or incurred from or by Companies other than itself to the Bank; and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation contained in clause 2.1(b) and schedule 3 of the Principal Deed and in any deed executed supplemental thereto

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Short particulars of all the property mortgaged or charged (continued)

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in black type, or
bold block lettering

Page 4

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 15th JANUARY 1993
and created by MASSEY FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR
VARIETY CORPORATION AND/OR ANY OTHER COMPANIES NAMED THEREIN to LLOYDS BANK
Plc UNDER OR IN CONNECTION WITH THE "FACILITY AGREEMENT" AS DEFINED IN THE
"MORTGAGE"

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd JANUARY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 28th JANUARY 1993

No. 509133

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

an authorised officer

C.69

M

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this margin

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

* Insert full name
of company

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

1119

509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Date of creation of the charge

19th May 1993

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

Group Guarantee and Debenture (the "Debenture") made between the Company and certain other companies (together with the Company, the "Original Chargors") (1) and Royal Bank of Canada Europe Limited as agent and

Amount secured by the mortgage or charge

Tranche A of a subordinated loan of twenty eight million four hundred and seventy thousand United States Dollars (US\$28,470,000) made available to Varsity Holdings Limited pursuant to a Subordinated Loan Agreement dated 4th March 1983 between Varsity Holdings Limited (1), Massey-Ferguson Limited (now known as Varsity Corporation) (2), the banks and financial institutions specified in the first schedule thereto (the "Banks") (3) and the Mortgagee as agent for the Banks (4) (as amended by a supplemental deed dated 24th March 1986 and as further supplemented and amended from time to time, the "Agreement") upon the terms and subject to the conditions set out therein.

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

Royal Bank of Canada Europe Limited as Agent and Trustee for itself and
for the Banks, 71 Queen Victoria Street

London

Postcode

EC4V 4DE

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

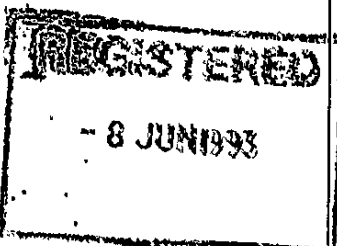
Watson, Farley & Williams
15 Appold Street
London EC2A 2HB

TH/CIP/229.11008

Time critical reference

For official use
Mortgage Section

Post room



The Company mortgages, charges and assigns (and agrees to assign) in favour of the Mortgagee on its own behalf and for the benefit of the other Secured Parties (as defined below):-

- (a) by way of first legal mortgage, all its estate or interest in all freehold or leasehold property (wheresoever situate) belonging to the Company at the date of the Debenture (and including any property listed in Schedule 1 attached hereto) together with all buildings, fixtures and fittings and fixed plant and machinery thereon belonging to the Company;
- (b) by way of first fixed charge:-
 - (i) all its estate or interest in all freehold or leasehold property (wheresoever situate) hereafter acquired or belonging to the Company, together with all buildings, fixtures and fittings thereon belonging to the Company;

Please do not write in this margin.

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Nathan Farley & W. M. M. M. M.

Date

8/6/93

On behalf of ~~[company name]~~ ^{2000182.1} [company name] chargee] †

† delete as appropriate

- 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 outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Please do not
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binding margin

Particulars of a charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

509133

Name of Company

MASSEY FERGUSON (UNITED KINGDOM)

Limited*

* delete if
inappropriate

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

trustee for the Banks (defined below) (the "Mortgagee") (2) relating to the Agreement as defined below.

Note: The Debenture is subject to the terms of a Supplemental Deed dated 19th May 1993 (relating to the Deed of Priority (as defined below) the "Restated Deed of Priority".

Note further:-

1. Until the security created by the Debenture becomes enforceable:-
 - (a) the security created by the Debenture shall not extend to any plant machinery or equipment or to any rights of any Chargor therein which is for the time being the subject of any agreement whereby any Chargor acquires rights to use any plant or machinery or equipment in or for the purpose of its business and by virtue of the terms of which the relevant Chargor acquires no interest in or title to the plant, machinery or equipment, subject to such agreement other than as lessee thereof (an "Equipment Leasing Agreement") which by its terms prohibits the creation of security over the relevant Chargor's interest therein or for which the consent of the lessor is required; and
 - (b) where any such plant machinery or equipment is at any time during the Security Period (defined below) situate upon any of the freehold or leasehold property of such Chargor which is comprised within the real property charged by the Debenture the rights of the Mortgagee thereunder shall be subject to the rights of the lessor under any Equipment Leasing Agreement relating thereto including the right of removal whether or not such plant machinery or equipment or any part thereof may be affixed to the real property charged by the Debenture.

PROVIDED THAT in the case of any Equipment Leasing Agreement for the charging of which the relevant Chargor requires the consent of the lessor thereunder, such Chargor shall use its best endeavours to obtain the consent as soon as possible of that lessor for that Chargor to charge that Equipment Leasing Agreement to the Mortgagee as part of the security created by the Debenture and on each occasion that any Chargor has obtained such consent, shall immediately produce such consent to the Mortgagee and such Chargor's interest in such Equipment Leasing Agreement shall become subject to the security comprised in the Debenture.

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Particulars of a charge (continued)

Continuation sheet No. 2
to Form No 395 and 410 (Scot)

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

Company Number

509133

Name of Company

MASSEY FERGUSON (UNITED KINGDOM)

Limited*

* delete if
inappropriate

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

"Chargors" means the Original Chargors and any company which becomes a party to the Debenture pursuant to a supplemental deed executed substantially in the form set out in Schedule 3 of the Debenture, or in such other form as the Mortgagee may require or approve (a "Supplemental Deed");

"Secured Liabilities" means, in relation to each Chargor, any liability of such Chargor (whether such liability shall be the sole liability of such Chargor or shall be a joint liability of such Chargor with any other person) under or in respect of:-

- (i) the Agreement;
- (ii) the Debenture; and
- (iii) any costs, charges and expenses owed to, or incurred directly or indirectly by, the Mortgagee or any of the Banks in relation to the Agreement or by the Mortgagee under the provisions of the Debenture, including costs incurred by the Mortgagee or any of the Banks (as the case may be) in respect of action taken by the Mortgagee with respect to a stranger to the security constituted by the Debenture, the Financing Documents (meaning, the Debenture, any Supplemental Deed, the Agreement and any other agreement or document setting out the terms and conditions relating to the Secured Liabilities) or any other security held by the Mortgagee in connection with any such liabilities or in relation to the enforcement of any such security on a full and unlimited indemnity basis;

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, title retention, or other security interest or arrangement of any kind whatsoever.

"Security Period" means the period commencing on the date of the Debenture and ending on the date upon which the Mortgagee certifies in writing to Varity Holdings Limited (for itself and on behalf of the other Chargors) that all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

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Particulars of a charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
bold block lettering

Company Number

509133

Name of Company

MASSEY FERGUSON (UNITED KINGDOM)

Limited*

* delete if
inappropriate

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

2. The Company has covenanted, in terms more particularly described in Clause 2.01 of the Debenture, duly and punctually to pay and discharge the Secured Liabilities and has irrevocably and unconditionally guaranteed the prompt performance of the other Chargors of the respective obligations under the Financing Documents (as defined below) to which they are a party.
3. The Company has undertaken (subject only to the Security Interests, as defined above, referred to in the Restated Deed of Priority, as defined above) that it will not without the prior written consent of the Mortgagee create, incur or permit to subsist any other Security Interest over the whole or any part of the property and assets mortgaged, charged or assigned under the Debenture or sell, assign, transfer or otherwise dispose of such property or assets except, in the case of assets referred to in Clause 2.06(d) of the Debenture and prior to the occurrence of an Event of Default, for full consideration in the ordinary course of the Company's day-to-day trading.
4. The Company, by way of security, irrevocably appointed the Mortgagee its attorney for the duration of the Security Period for the purposes more particularly described in Clause 9.01 of the Debenture.

Amount due or owing on the charge (continued)

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Names and addresses of the persons entitled to the charge (continued)

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in black type, or
bold block lettering

- (ii) all plant and machinery now or in the future owned by the Company;
 - (iii) all stocks, shares, debentures, bonds, notes or other securities of any kind (including all rights and benefits accruing thereto) now or at any time belonging to the Company; and
 - (iv) all present and future uncalled capital and goodwill of the Company;
- (c) by way of assignment:-
- (i) all present and future book debts and other debts and other moneys due or to become due, owing or payable to the Company;
 - (ii) all moneys of the Company now or at any time deposited on any account with any Secured Party (defined below) or any other bank or financial institution together with the debts represented thereby;
 - (iii) the benefit of all licences, patents, copyrights, trademarks, design rights and other rights in intellectual property; and
 - (iv) the benefit of all such other contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities considered to be material (in the reasonable opinion of the Mortgagee) now or at any time enjoyed or held by the Company;
- (d) by way of first floating charge, all its undertaking and all its other properties, assets and rights whatsoever (and wheresoever situate) now or at any time belonging to the Company, together with all assets of the Company not effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs (a), (b) or (c) above,

PROVIDED THAT:-

- (1) the security created by or pursuant to the Debenture is subject to Charge A, Charge B, the Lloyds Charge and the RBC Charge (each defined below) and the ranking of the security created by or pursuant to the Debenture is subject to the terms of the Restated Deed of Priority;
- (2) the provisions of the Debenture shall in no way prevent the purchase of any debts, bills of exchange or promissory notes from any of Massey Ferguson (United Kingdom) Limited ("MFL") or Perkins Limited ("PL") which is permitted by any of the four agreements dated 30th October, 1987 between Massey-Ferguson-Perkins Finance Company Limited (1) and PL or MFL (2), relating to the purchase of debts, bills of exchange and promissory notes (as supplemented and amended from time to time) or in accordance with Clause 13(C) of an agreement dated 31st March, 1989 between Varsity Holdings Limited and other Facility Borrowers, the Guarantors, the Banks (in each case, as defined therein) and Barclays Bank PLC (as supplemented and amended from time to time) (the "Barclays

- Agreement") and forthwith upon any debt, bill of exchange or promissory note being purchased as aforesaid it shall be released from and (together with all moneys at any time paid on account of such debt bill of exchange or promissory note or paid pursuant to or in respect of the contract of sale giving rise thereto to any of the Chargors as agent or trustee for Massey-Ferguson-Perkins Finance Company Limited) shall be free and clear of the security created by the Debenture unless and until the same shall at any time thereafter be repurchased by either PL or MFL as the case may be;
- (3) there shall be excluded from the security created by the Debenture all monies paid by the Company to Barclays Bank PLC or any bank or financial institution referred to in the Barclays Agreement (as defined in the Agreement) and their respective successors and permitted assigns by way of cash cover pursuant to Clause 3(B) of Barclays Agreement; and
- (4) there shall be excluded from the security created by the Debenture all monies paid by the Company to Lloyds Bank Plc or its successors and permitted assigns pursuant to Clause 5B of the Lloyds Agreement (defined below).

"Charge A" means the fixed and floating charge dated 7th March 1983 made between the Companies (as referred to therein) (1) Barclays Bank PLC (2) The Secretary of State (3) Eagle Star Insurance Company Limited (4) and Barclays Bank PLC (5) as amended by deeds supplemental thereto dated 9th May, 1986, 8th June 1987, 4th May 1989, 26th July 1990, 3rd December 1990, two deeds dated 27th January 1992 and deeds dated 23rd June and 10th November 1992.

"Charge B" means the fixed and floating charge dated 4th May 1989 made between the Companies (as referred to therein) (1) Barclays Bank PLC (2) and Barclays Bank PLC (3) as amended by deeds supplemental thereto dated 3rd December 1990, two deeds dated 27th January 1992 and deeds dated 23rd June and 10th November 1992.

"Deed of Priority" means a deed of priority dated 25th November 1992 made between Barclays Bank plc as agent for the banks referred to in Charge A (1) Barclays Bank PLC as agent for the banks referred to in Charge B (2), Barclays Bank PLC as trustee for the banks referred to in Charge A (3), Barclays Bank PLC as trustee for the banks referred to in Charge B (4), Lloyds Bank PLC (5) and the Royal Bank of Canada (6).

"Lloyds Agreement" means a facility agreement dated 25th November 1992 addressed to Varity Holdings Limited from Lloyds Bank Plc.

"Lloyds Charge" means the composite guarantee and debenture dated 25th November 1992 made between the Chargors (as defined therein) (1) and Lloyds Bank Plc (2) as amended by a deed supplemental thereto dated 15th January 1993.

"RBC Charge" means the fixed charge dated 9th January 1990 made between The Royal Bank of Canada (1) and Massey Ferguson (United Kingdom) Limited (2).

"Secured Party" means each of the Mortgagee and the Banks and includes their respective successors and assigns (together the "Secured Parties").

SCHEDULE 1

North and South Deer Parks and land adjoining, Warwickshire, Freehold registered title
under title number WK328810.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 19th MAY 1993 and created by MASSEY FERGUSON (UNITED KINGDOM) LIMITED for securing US \$28,470,000 and all other moneys due or to become due from the Company and/or all or any of the other Companies named therein to ROYAL BANK OF CANADA EUROPE LIMITED (as Agent and Trustee for itself and for the Banks, as defined) under the terms of the Subordinated Loan Agreement dated 4th MARCH 1983 and the "Financing Documents" (as defined) was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 8th JUNE 1993

Given under my hand at the Companies Registration Office,
Cardiff the 11th JUNE 1993

PHIL DAVIES

No. 509133

an authorised officer



Particulars of a mortgage or charge

395

Please do not
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this margin

Pursuant to section 395 of the Companies Act 1985

M61

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

To the Registrar of Companies

For official use

Company number



509133

Name of company

* Massey Ferguson (United Kingdom) Limited

* Insert full name
of company

Date of creation of the charge

30th September, 1993

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

Fixed and Floating Charge dated
30th September, 1993

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the
Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

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

5/10.
LINKLATERS & PAINES
BARRINGTON HOUSE
59-67 GRESHAM ST.
LONDON EC2V 7JA (NH) DX 18889
071-606 7080

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and all goodwill and and uncalled capital for the time being of the Company; and all patents patent applications inventions trade marks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Company; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

J.R. Park

Date

29th September 1993

On behalf of ~~(company) (mortgagee/chargee)~~

Massey Ferguson (United Kingdom) Limited

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.



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

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

I hereby certify that a mortgage or charge dated the 30th SEPTEMBER 1993
and created by MASSEY FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 5th OCTOBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 7th OCTOBER 1993

No. 509133

A handwritten signature in dark ink, appearing to read 'M. SAHA'.

M. SAHA

an authorised officer

C.69a

DZ
7.10.93

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

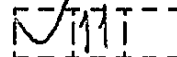
Please complete
legibly, preferably
in black type, or
bold block lettering

* Insert full name
of company

To the Registrar of Companies

For official use

Company number



509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED

Date of creation of the charge

30 September 1993

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

Legal Charge

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or
incurred to the Bank by the Company in any way whatsoever

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

Midland Bank plc, whose registered office is at Poultry,
in the City of London

Postcode

EC2P 2BX

6/10
Presentor's name address and
reference (if any): JRK
LINKLATER & PAINES
Mitre House
160 Aldersgate Street
London
EC1A 4LP

For official Use
Mortgage Section

Post room



Time critical reference

Land and buildings at North and South Deer Parks, Stoneleigh, Warwickshire registered at H M Land Registry under Title No WK328810 together with all fixtures and fittings now or at any time hereafter on the property; and the benefits of all rights, licences and the goodwill of the mortgagor in relation to the business from time to time carried on at the property.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Linklaters & Paines

Date 5 October 1993

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 395). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 30th SEPTEMBER 1993
and created by MASSEY FERGUSON (UNITED KINGDOM) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 6th OCTOBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 8th OCTOBER 1993

No. 509133

A handwritten signature in cursive script, appearing to read 'M. SAHA'.

M. SAHA

an authorised officer

C.69a

L-C
8.10.93

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

29th June 1994

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

Patent and Trademark Security Agreement (the Security Agreement) dated 29 June 1994 and made by, inter alia, the Company and ITT

Commercial Finance Corp. (the "Collateral Agent", as Collateral Agent for the Lenders (as such term is defined below) (see continuation sheet))

Amount secured by the mortgage or charge

See continuation sheet.

69

A

to the Company and for one or any of the other Companies
mentioned in the Charge

to the "Loan Documents" (as defined in the Agreement)

22/7.

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

ITT Commercial Finance Corp of 8251 Maryland Avenue, Clayton, Missouri 63105, USA as Collateral Agent for the

Lenders (as such term is defined below) under the Credit Agreement (as hereinafter defined)

Postcode

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

Freshfields
65 Fleet Street
London
EC4Y 1HS
PJRBJ/H
JH10

For official Use

Mortgage Section

Post room

REGISTERED

19 JUL 1994

LC

Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheet

Please do not
write in
this margin

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

Particulars as to commission allowance or discount

NONE

Signed

Freshfields

Date

19th July 1994

On behalf of [company] [chargee]*

*
delete as
appropriate

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

**Particulars of a mortgage or charge
(continued)**Continuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

509133

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED

limited*

Description of the instrument creating or evidencing the mortgage or charge (continued)

under the Credit Agreement.

The amount representing the payment of all Obligations (as such term is defined below) of, inter alia, the Company now or after 29 June 1994 existing under the Loan Documents (as such term as defined below), including the Guaranty (as such term is defined in the Credit Agreement), whether for principal, interest, fees, expenses or otherwise (all such Obligations being the "Secured Obligations") and without limiting the generality of the foregoing, the Security Agreement secures, as to, inter alia, the Company, the payment of all amounts that constitute part of the Secured Obligations of the Company and would be owed by the Company to the Collateral Agent (as such term is defined below) or the Lenders (as such term is defined below) under the Loan Documents (as such term is defined below) and the Guaranty but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Company.

Please comply,
logically, print
in black type,
bold block
lettering

Definitions

Obligation means, with respect to the Company, any obligation of the Company of any kind, including without limitation any liability of the Company on any claim, whether or not the right of any creditor to payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal or equitable, secured or unsecured, and whether or not such claim is discharged stayed or otherwise affected by any other stated proceeding. Without limiting the generality of the foregoing, the Obligations of the Company under the Loan Documents include:

- (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by any Loan Party under any Loan Document; and
- (b) the obligation to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such loan party.

Loan Documents means: the Credit Agreement, the Notes dated June 29, 1994, the Loan Party Guaranties dated June 29, 1994, the Collateral Documents and each Letter of Credit Agreement (as each of those terms is defined in the Credit Agreement).

Collateral Agent means: ITT Commercial Finance Corp. together with any successor appointed pursuant to the Credit Agreement (as such term is defined above).

Loan Party or Loan Parties shall bear the same meaning herein as ascribed to it under the Credit Agreement.

The Lenders means: Rabobank ITT and Trust Company Bank.

ITT Commercial Finance Corp. ("ITT") of:
5251 Maryland Avenue
Clayton MD 2063105
USA

Coöperative Central Raiffeisen Boerenkenbank B.A.
("Rabobank") New York Branch of:
245 Park Avenue
36th Floor
New York NY 10167
USA

Trust Company Bank ("Trust Company Bank") of:
25 Park Place
Atlanta
GA 30303
USA

(together, the "Lenders")

complete
y, preferably
black type, or
bold black
lettering

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule I attached hereto and including without limitation (i) all inventions and improvements described and claimed therein, and patentable inventions, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and after the date of the Security Agreement due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, reexaminations, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other right of any kind whatsoever of the Company accruing thereunder or pertaining thereto (the "Patents"); and

(b) all trademarks, service marks, trade names, trade dress or other indicio of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and after the date of the Security Agreement due and/or payable with respect thereto (including, without limitation, payments under all licences entered into in connection therewith, and damages and payments for past or future infringement thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicio of trade origin (the "Trademarks");

(c) all license agreements with any other person in connection with any of the Patents or Trademarks or such other person's patents, names, or marks, whether the Company is a licensor or licensee under any such license agreement, including, without limitation, the license agreements identified in Schedule III attached hereto subject, in each case, to the terms of such license agreements, and any right to prepare for sale, sell and advertise for sale, all inventory (as defined in the Security Agreement) now or after the date of the Security Agreement owned by the Company and now or after the date of the Security Agreement covered by such licenses (the "Licenses").

The Security Agreement contains inter alia, the following restrictions on dealing:

The company agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the IP Collateral (meaning the Patents, Trademarks and Licences) of the Company, except sales of inventory in the ordinary course of business, or (ii) create or suffer to exist any Lien (as defined in the Credit Agreement) upon or with respect to any of the IP Collateral of the Company, except for the pledge, conditional assignment and security interest created by the Security Agreement and except as permitted by the Credit Agreement (as such term is defined below).

Schedule I means the schedule hereto marked Schedule I

Schedule II means the schedule hereto marked Schedule II

Schedule III means the schedule hereto marked Schedule III

The Credit Agreement means: the Agreement dated June 29, 1994 between, inter alia, the Lenders and the Collateral Agent providing for a term loan facility in the aggregate principal amount of US \$550 million, as from time to time varied in any manner or respect whatsoever.

SCHEDULE I

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

INDEX OF GRANTORS

- A. AGCO CORPORATION
- B. MASSEY FERGUSON ACQUISITION CORP.
- C. MASSEY FERGUSON MANUFACTURING LTD.
- D. MASSEY FERGUSON S.A.
- E. MASSEY FERGUSON GROUP LIMITED
- F. MASSEY FERGUSON INC.
- G. MASSEY FERGUSON (UNITED KINGDOM) LTD.

Schedule I(A)

GRANTOR: AGCO CORPORATION

PENY-281795.1

ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
-----	-----	---	-----	----
FULL CONTACT CRANKSHAFT	965945	04DE1978	4239303	16DE1980
VALVE ASSEMBLY FOR POWER SHIFT	710907	02AU1976	4085834	25AP1978
FOUR-WHEEL DRIVE TRACTOR CIP	602840	07AU1975	4042053	16AU1977
VEHICLE TRANSMISSION SHIFTING	851146	14NO1977	4189952	26FE1980
COMPRESSED AIR SEED PLANTER	508672	23SE1974	4074830	21FE1978
REAR DRIVE ASSEMBLY WITH LOAD	865675	29DE1977	4173259	06NO1979
CLOSED-LOOP COMBINE HEADER	758064	07JA1977	4136508	07JA1979
MECHANICAL DIFFERENTIAL LOCK	633480	19NO1975	4043224	23AU1977
SPRING LOADED LEVER TO OPERATE	607602	25AU1975	4036196	19JUL1977
HYDRAULIC STACK VALVE ASSEMBLY	711649	04AU1976	4041972	22AU1977
CLAMP STYLE WHEEL BUSHING	643311	22DE1975	4072357	17FE1978
PARK LOCK AND GEAR SHIFT FOR A	750233	13DE1976	4089394	16MY1978
SEED DISK FOR AN AIR PLANTER	680332	26A11976	4047638	13SE1977
NARROW BASE PROTECTIVE FRAME	643318	22DE1975	4049294	20SE1977
COMBINE WITH MEANS FOR	713536	11AU1976	4103691	01AU1978
AGITATOR FOR AN AXIAL FLOW	780532	23MR1977	4108150	22AU1978
DISTRIBUTION AUGERS FOR AN	947471	02OC1978	4180081	25DE1979
VEHICLE SUSPENSION AND	632856	17NO1975	4043584	23AU1977
SOUND ABATEMENT DEVICE FOR	744887	24NO1976	4137888	06FE1979
AUTOMATIC HEIGHT CONTROL FOR	920193	29JE1978	4204383	27MY1980
ADJUSTABLE LIFT LINK FOR A	951392	16OC1978	4194757	25MR1980
STONE GUARD FOR HARVEST-ERS	969943	15DE1978	4195644	01AP1980
LIFT ARRANGEMENT FOR WINGOF A	647608	08JA1976	4047575	13SE1977
MOWER WITH TWO SICKLE BARS	104182	17DE1979	4236770	02DE1980
BRAKE PEDAL	711650	04AU1976	4043217	23AU1977

ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE -----	APPLICATION-NUMBER -----	APP DT --	PATENT-NUMBER -----	GRNT DT ---
HYDRAULIC FILTER AND VALVE	754576	27DE1976	4126553	21NO1978
LUBRICATION WAND FOR	752561	20DE1976	4141434	27FE1979
POSITION AND DRAFT CONTROL	712718	09AU1976	4091877	30MY1978
HYDRAULIC CONTROL SYSTEM FOR	710908	02AU1976	4093051	06JE1978
POWER SHIFT TRANSMISSION WITH	711106	02AU1976	4083266	11AP1978
METHOD AND APPARATUS FOR	27988	09AP1979	4229799	21OC1980
SUMP OIL TRANSFER SYSTEM	754577	27DE1976	4091905	30MY1978
INDICATOR LIGHTS CIP OF USSN	945872	26SE1978	4216524	05AU1980
SAFETY LOCK FOR ARTICULATED	755933	30DE1976	4116459	26SE1978
SHIFT CONTROL DETENT MECHANISM	752560	20DE1976	4119119	10OC1978
SPRING-LOADED CLAMP FOR AN	747693	06DE1976	4073347	14FE1978
CLAMPING ARRANGEMENT FOR A	721104	07SE1976	4047823	13SE1977
FLOATING GRAIN BIN EXTENSION	826751	22AU1977	4106649	15AU1978
THRESHING CAGE FINGERS FOR	34345	30AP1979	4222395	16SE1980
TILTABLE CAB MOUNTING	751760	17DE1976	4116484	26SE1978
CABLE RETAINER	712719	09AU1976	4073200	14FE1978
PIVOTAL SUPPORT FOR VEHICLE	863452	22D71977	4165793	28AU1979
AUXILIARY TRANSMISSION	752687	20DE1976	4132133	02JA1979
SAFETY START SWITCH	793606	04MY1977	4120374	17OC1978
ARTICULATED STEERING	750918	15DE1976	4113044	12SE1978
RESONANT SICKLE DRIVE	186571	12SE1980	4342186	03AU1982
AIR CUTOFF PAD FOR AN	743152	18NO1976	4091964	30MY1978
TAILINGS RETURN FOR AN AXIAL	841212	11OC1977	4178944	18DE1979

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ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
LADDER HINGE AND STABILIZER	837994	29SE1977	4153138	08MY1979
REVERSIBLE SWAY LIMITING	853090	21NO1977	4116458	26SE1978
BOTTOM SERVICED AIR CLEANER	795411	09MY1977	4126199	21NO1978
ROTATABLE PIVOTAL TRANS-	841191	11OC1977	4137791	06FE1979
ISOLATED STEP SUPPORT	929290	31JUL1978	4174116	13NO1979
ISOLATED STEP SUPPORT	863337	22DE1977	4174117	13NO1979
TWO-SPEED POWER TAKE-OFF	947872	02OC1978	4271942	09JE1981
DRIVE MECHANISM &	883225	03MR1978	4154250	15MY1979
SHORT SEAT FUEL	843450	19OC1977	4153205	08MY1979
FOLDING MECHANISM FOR A	896682	17AP1978	4178998	18DE1979
TRANSMISSION GEAR RATIO	841050	11OC1977	4104982	08AU1978
TORSION BAR DRAFT LOAD LIMIT	840292	07OC1977	4185697	24JA1980
DRAFT ARM EXTENSION STOP	961623	17NO1978	4221399	09SE1980
MECHANISM FOR PREVENTING	83117	09OC1979	4289440	15SE1981
MULTIPLE SPEED TRANS-MISSION	911779	02JE1978	4233857	18NO1980
TRANSMISSION BRAKE WITH	863451	22DE1977	4211313	08JL1980
ENGINE BALANCER FOR A FOUR	925755	18JL1978	4300493	17NO1981
INTERCOOLER FOR INTERNAL	166043	07JL1980	4269158	26MY1981
SHIFT LEVER POSITION INDICATOR	842793	17OC1977	4155068	15MY1979
BEARING MOUNT FOR A CORN	34918	01MY1979	4219990	02SE1980
DUAL WHEEL AND AXLE ASSEMBLY	957737	06NO1978	4220372	02SE1980
VEHICLE PROTECTIVE FRAME WITH	859437	12DE1977	4159835	03JL1979
HARVESTER WITH A LATERALLY	903693	08MY1978	4185867	29JA1980
SEAL AND SOUND ATTENUATORFOR	912846	05JE1978	4191273	04MR1980
HYDRAULIC DRAFT CONTROL VALVE	64097	06AU1979	4293040	06OC1981
DETENT RELEASE FOR POWER SHIFT	972863	26DE1978	4265144	05MY1981

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PATENT MASTER REPORTER

ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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VEHICLE SEAT SUSPENSION	92673	09NO1979	4291857	29SE1981
EXTENDIBLE STEERING COLUMN	972464	22DE1978	4257624	24MR1981
ISOLATED FUEL TANK	966116	04DE1978	4223899	23SE1980
AUXILIARY SPRING ASSISTED VALVE	972475	22DE1978	4235415	25NO1980
TOOL BAR WING FOLD RESTRAINING	46307	07JE1979	4244428	13JA1981
AIR CUT-OFF PAD FOR AN AIR	36667	07MY1979	4241849	30DE1980
FOLDING SUPPORT FOR A FOLDING	63363	03AU1979	4249616	10FE1981
FLOATING DRIVE GEAR FOR CROP	60508	25JL1979	4222218	16SE1980
CENTRIFUGAL PRESSURE RELEASE	972875	26DE1978	4261455	14AP1981
DETENT MECHANISM AND	72362	05SE1979	4293059	06OC1981
MECHANICAL DETENT FOR THREE	64098	06AU1979	4279334	21JL1981
ENGINE BLOCK AND CRANK-SHAFT	68173	20AU1979	4265495	05MY1981
HAND AND FOOT THROTTLE CONTROL	72235	04SE1979	4283965	18AU1981
SICKLE DRIVE WITH RESONANT	280099	02JL1981	4402174	06SE1983
AIR BAFFLE FOR HARVESTER	87162	22OC1979	4270551	02JE1981
CONCAVE SAFETY DOOR WITH	134745	27MR1980	4271850	09JE1981
ROLLER SUPPORT FOR CAGE SWEEP	135980	31MR1980	4337781	06JL1982
ADJUSTMENT FOR SHIFT FORKON A	90607	02NO1979	4279175	21JL1981
DEVICE FOR REPLACING RESILIENT	102653	12DE1979	4274671	23JE1981
WEAR SLEEVE OIL SEAL	196472	14OC1980	4337954	06JL1982
ADJUSTABLE MOUNT FOR A BELT	134187	26MR1980	4313729	02FE1982
POSITIVE LOCKING SHIFT COUPLER	104005	17DE1979	4303151	01DE1981

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PATENT MASTER REPORTER

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ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE -----	APPLICATION-NUMBER -----	APP DT ---	PATENT-NUMBER -----	GRNT DT -----
DOUBLE ACTING PISTON FOR	104006	17DE1979	4312434	26JA1982
SEAT SUSPENSION	105631	20DE1979	4351556	28SE1982
ENGINE BALANCER	214641	10DE1980	4425821	17JA1984
TOP MOUNTED LIFT RAM FOR	193608	03OC1980	4357031	02NO1982
HYDRAULIC VALVE FOR TWO-SPEED	106693	26DE1979	4287778	08SE1981
HAND AND FOOT CONTROLLED	186573	12SE1980	4351198	28SE1982
SIDE MOUNTED	105634	20DE1979	4305308	15DE1981
PARK LOCK AND RANGE	106684	26DE1979	4310081	12JA1982
JOINT FOR SECURING A SICKLE	188770	22SE1980	4374628	22FE1983
HARVESTER HEADER CONSTRUCTION	383741	01JE1982	4444000	24AP1984
AXIAL FLOW COMBINE WITH	460579	24JA1983	4458697	10JL1984
COMBINE DRIVE WITH	460487	24JA1983	4455812	26JE1984
SELF-ALIGNING VEHICLE DOOR	193602	03OC1980	4370829	01FE1983
CABLE RETAINER CLIP	192078	29SE1980	4400992	30AU1983
CLOSING MECHANISM FOR A	134746	27MR1980	4262679	21AP1981
CENTRIFUGAL HYDRAULIC HEAD	219261	22DE1980	4399900	23AU1983
LATCH FOR SIDE PANEL OF ENGINE	197503	16OC1980	4371048	01FE1983
HYDRAULIC SYSTEM PROVIDING	321318	13NO1981	4427207	24JA1984
CLUTCH FOR BELT DRIVE WITH	212020	01DE1980	4381165	26AP1983
TENSIONING MECHANISM FOR	283974	16JL1981	4362005	07DE1982
COMBINED CHOPPER AND IMPELLER	220355	29DE1980	4342319	03AU1982
AXIAL FLOW CYLINDER CAGE WITH	861137	08MY1986	4672981	16JE1987
AXIAL FLOW COMBINE WITH SINGLE	460580	24JA1983	4457316	03JL1984
DIVERTABLE TAILINGS RETURN	507028	23JE1983	4470420	11SE1984
COMBINED AIR INTAKE SCREEN AND	362831	29MR1982	4441512	10AP1984
ROW CROP PLANTER	592733	22MR1984	4596200	24JE1986

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PATENT MASTER REPORT

ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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TRACTOR CAB	336865	04JA1982	D275199	21AU1984
TRACTOR ENGINE HCOD	336864	04JA1982	DES279569	09JL1985
HARVESTER GRAIN BIN WITH	418693	16SE1982	4466549	21AU1984
PLANTER GAUGE WHEELS	415150	07SE1982	4430952	14FE1984
COMBINE SPEED CONTROL	336258	31DE1981	4458471	10JL1984
TAILINGS MONITOR FOR COMBINE	403785	30JL1982	4441513	10AP1984
HARVESTER HEADER WITH FLOATING	412953	30AU1982	4441307	10AP1984
PLANTER HOPPER WITH WEAR RING	291457	10AU1981	4382528	10MY1983
COMBINE FEED REVERSE	401336	23JL1982	4430847	14FE1984
COMBINED CONCAVE AND ROCKDOOR	593698	26MR1984	4484588	27NO1984
BALL JOINT ASSEMBLY FOR DRAFT	424006	27SE1982	4466631	21AU1984
TRACTOR	465158	09FE1983	DES277861	05MR1985
TAILINGS RETURN TO THRESHING	507029	23JE1983	4466447	21AU1984
AGRICULTURAL IMPLEMENT WITH	793087	30OC1985	4615397	07OC1986
DUAL ROTATING SPREADERS FOR	819628	17JA1986	4684068	04AU1987
DOWNWARDLY AND	711632	14MR1985	4627446	09DE1986
ROCK DOOR LATCH WITH OPPOSED	744427	13JE1985	4616661	14OC1986
BIN UNLOADER WITH OBLIQUE	799743	19NO1985	4662812	05MY1987
PLANTER GAUGE WHEEL	870982	05JE1986	4733730	29MR1988
IMPLEMENT SWING HITCH	39928	20AP1987	4765639	23AU1988
ARCuate PATH CAGE SWEEP 19.41.	931185	17NO1986	4738270	19AP1988
CORP DIRECTOR FOR A ROTARY	937689	04DE1986	4706690	17NO1987

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ACTIVE PENDING APPLICATIONS & PATENTS IN U. S. A.
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE -----	APPLICATION-NUMBER -----	APP DT ---	PATENT-NUMBER -----	GRNT DT -----
IMPLEMENT WITH RESILIENTLY	912962	29SE1986	4724910	16FE1988
IMPLEMENT POSITION ADJUSTING	912961	29SE1986	4712497	15DE1987
SHOE METERING PANEL	78280	27JL1987	4751932	21JE1988
CORN HEAD GEAR BOX	151953	03FE1988	4791778	20DE1988
DISTRIBUTION THROUGH	225966	29JL1988	4906218	06MR1990
MASTER/SLAVE HYDRAULIC SYSTEM	315491	27FE1989	4927165	22MY1990

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ACTIVE PENDING APPLICATIONS & PATENTS IN BELGIUM
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE -----	APPLICATION-NUMBER -----	APP DT ---	PATENT-NUMBER -----	GRNT DT -----
GRAIN ACCELERATOR PRE-CLEANER	168626	02JUL1976	843763	02JUL1976

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA

DUETZ-ALLIS CORP. - AGCO CORP.

TITLE -----	APPLICATION-NUMBER -----	APP DT ---	PATENT-NUMBER -----	GRNT DT ----
FULL CONTACT CRANKSHAFT	330915	29JEL1979	1117170	26JAL1982
VALVE ASSEMBLY FOR POWER SHIFT	272636	25FEL1977	1047361	30JAL1979
GRAIN ACCELERATOR PRECLEANER	252587	14MY1976	1036454	15AUI1976
FOUR-WHEEL DRIVE ARTICULATED	236145	23SEL1975	1036505	15AUI1978
FOUR-WHEEL DRIVE TRACTOR	254251	07JEL1976	1048939	20FEL1979
VEHICLE TRANSMISSION SHIFTING	306890	06JUL1978	1096754	03MR1981
COMPRESSED AIR SEED PLANTER	233520	15AUI1975	1022007	06DEL1977
SIX SPEED POWER SHIFT	226599	09MY1975	1026589	21FEL1978
CABLE CONTROLLED DRAFT LOAD	199916	13MY1974	1015640	16AUI1977
REAR DRIVE ASSEMBLY WITH LOAD	312023	25SEL1978	1110740	13OC1981
POWER SHIFT TRANSMISSION CON	236097	23SEL1975	1026588	21FEL1978
MECHANICAL DIFFERENTIAL LOCK	226584	09MY1975	1017599	20SEL1977
THERMAL PROTECTIVE ARRANGEMENT	222318	17MR1975	1025978	07FEL1978
PIVOTAL STEP AND BATTERY MOUNT	226643	09MY1975	1035332	25JUL1978
DUAL PUMP DRAFT CONTROL VALVE	236144	23SEL1975	1035244	25JUL1978
QUICK DISCONNECT COUPLING	210331	30SEL1974	1019353	18OC1977
SPRING LOADED LEVER TO OPERATE	254194	07JEL1976	1059394	31JUL1979
HYDRAULIC STACK VALVE ASSEMBLY	274460	22MR1977	1048368	13FEL1975
BALANCE SPRING FOR CENTRIFUGAL	210293	30SEL1974	1014492	26JUL1977
SPLINED THRUST WASHER	210296	30SEL1974	1017964	27SEL1977
GRAIN LOSS MONITOR CON US	232772	01AUI1975	1043439	28NO1978
CABLE ACTUATED CLUTCH CONTROL	210294	30SEL1974	1026209	14FEL1978
CLAMP STYLE WHEEL BUSHING CON	257154	16JUL1976	1055076	22MY1979
VEHICLE CAB WITH DISSIMILAR	210362	30SEL1974	1028251	21MR1978
FOUR PINION DIFFERENTIAL CON	236096	23SEL1975	1025235	21JAL1978
CONDENSATE PAN FOR EVAPORATOR	236064	19SEL1975	1025663	07FEL1978

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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PRESSURIZED DIFFERENTIAL VALVE	236146	23SE1975	1032436	06JEL1978
TWO PHASE NOZZLE COOLING	236063	19SE1975	1037803	05SE1978
COUNTERSHAFT AUXILIARY	236147	23SE1975	1026590	21FE1978
HOUR METER OPERATED RESPONSIVE	236071	19SE1975	1036372	15AU1978
RELEASE FOR BREAKAWAY COUPLING	236062	19SE1975	1034980	18JL1978
PARK LOCK AND GEAR SHIFT FOR A	285424	24AU1977	1076975	06MY1980
GEAR SHIFT SPLINE LOCK CON US	236065	19SE1975	1027779	14MR1978
DIFFERENTIAL LUBRICATION	236099	23SE1975	1030459	02MY1978
SPED DISK FOR AN AIR PLANTER	233902	21AU1975	1022008	06DE1977
NARROW BASE PROTECTIVE FRAME	257151	16JL1976	1059559	31JL1979
MULTIPLE LEVER CONTROL CONSOLE	254249	07JE1976	1016844	06SE1977
MULTIPLE BEARING ADJUSTING	254901	15JE1976	1052429	10AP1979
RANGE SHIFT AND PARK	254192	07JE1976	1046903	23JA1979
HYDROSTATIC LOAD SENSITIVE	257149	16JL1976	1055360	29MY1979
HYDRAULIC SYSTEM COMBINING	246281	20FE1975	1045510	02JA1979
COMBINE WITH MEANS FOR	282668	13JL1977	1050849	20MR1979
AGITATOR FOR AN AXIAL FLOW	297721	24FE1978	1069011	01JA1980
DISTRIBUTION AUGERS FOR AN	304377	30MY1978	1082558	29JL1980
VEHICLE SUSPENSION AND	257148	16JL1976	1062736	18SE1979
UNIVERSAL DUST COVER FOR A	254900	15JE1976	1043719	05DE1978
SOUND ABATEMENT DEVICE FOR	283548	26JL1977	1088869	04NO1980
FOUR PIECE FAN SHROUD CON US	254902	15JE1976	1055451	29MY1979

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA

DUETZ-FLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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PRESSURIZED DIFFERENTIAL VALVE	236146	23SE1975	1032436	06JE1978
TWO PHASE NOZZLE COOLING	236063	19SE1975	1037803	05SE1978
COUNTERSHAFT AUXILIARY	236147	23SE1975	1026590	21FE1978
HOUR METER OPERATED RESPONSIVE	236071	19SE1975	1036372	15AU1978
RELEASE FOR BREAKAWAY COUPLING	236062	19SE1975	1034980	18JL1978
PARK LOCK AND GEAR SHIFT FOR A	285424	24AU1977	1076975	06MY1980
GEAR SHIFT SPLINE LOCK CON US	236065	19SE1975	1027779	14MR1978
DIFFERENTIAL LUBRICATION	236099	23SE1975	1030459	02MY1978
SEED DISK FOR AN AIR PLANTER	233902	21AU1975	1022008	06DE1977
NARROW BASE PROTECTIVE FRAME	257151	16JL1976	1059559	31JL1979
MULTIPLE LEVER CONTROL CONSOLE	254249	07JE1976	1016844	06SE1977
MULTIPLE BEARING ADJUSTING	254901	15JE1976	1052429	10AP1979
RANGE SHIFT AND PARK	254192	07JE1976	1046903	23JA1979
HYDROSTATIC LOAD SENSITIVE	257149	16JL1976	1055360	29MY1979
HYDRAULIC SYSTEM COMBINING	246281	20FE1976	1045510	02JA1979
COMBINE WITH MEANS FOR	282668	13JL1977	1050849	20MR1979
AGITATOR FOR AN AXIAL FLOW	297721	24FE1978	1069011	01JA1980
DISTRIBUTION AUGERS FOR AN	304377	10MY1978	1082558	29JL1980
VEHICLE SUSPENSION AND	257148	16JL1976	1062736	18SE1979
UNIVERSAL DUST COVER FOR A	254900	15JE1976	1043719	05DE1978
SOUND ABATEMENT DEVICE FOR	283548	26JL1977	1088869	04NO1980
FOUR PIECE FAN SHROUD CON US	254902	15JE1976	1055451	29MY1979

ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE -----	APPLICATION-NUMBER -----	APP DT ---	PATENT-NUMBER -----	GRNT DT ----
BATTERY MOUNT CON US 630742	257152	16JL1976	1059491	31JL1979
MECHANICAL TPANSMISSION BRAKE	257108	16JL1976	1055409	29MY1979
ADJUSTABLE LIFT LINK FOR A	325870	19AP1979	1104405	07JL1981
SPRING TRIP CULTIVATOR SHANK	258487	05AU1976	1047299	30JA1979
SELF-RAISING BIN LOADING AUGER	258489	05AU1976	1061577	04SE1979
STONE GUARD FOR HARVES-TERS	332783	27JL1979	1097552	17MR1981
DIFFERENTIAL VALVE IN FUEL	254195	07JE1976	1060296	14AU1979
FUEL INJECTION TIMING CONTROL	257157	16JL1976	1055342	29MY1979
SUN GEAR RETAINER IN PLANETARY	254973	15JE1976	1045415	02JA1979
PIVOTAL MOUNT FOR BELT DRIVEN	257155	16JL1976	1061142	28AU1979
SELF-RAISING BIN UNLOADING	258486	05AU1976	1061576	04SE1979
ENERGY ABSORBING JOINT FOR	257150	16JL1976	1059558	31JL1979
VEHICLE PARK BRAKE CON US	257107	16JL1976	1063527	02OC1979
LIFT ARRANGEMENT FOR WINGOF A	268839	29DE1976	1052168	10AP1979
MOWER WITH TWO SICKLE BARS	299013	15MR1978	1088319	28OC1980
LOAD SENSITIVE HYDRAULIC	257153	16JL1976	1053119	24AP1979
BRAKE PEDAL CON US 711650	274803	25MR1977	1057169	26JE1979
HYDRAULIC FILTER AND VALVE	283546	26JL1977	1110553	13OC1981
LUBRICATION WAND FOR	285729	30AU1977	1076043	22AP1980
POSITION AND DRAFT CONTROL	274462	22MR1977	1064369	16OC1979
HYDRAULIC CONTROL SYSTEM FOR	272720	25FE1977	1047799	06FE1979
POWER SHIFT TRANSMISSION WITH	272539	25FE1977	1047798	06JA1979
METHOD AND APPARATUS FOR	339387	07NO1979	1132709	28SE1982
SUMP OIL TRANSFER SYSTEM CON	285887	31AU1977	1073827	18MR1980
INDICATOR LIGHTS CON USSN	285730	30AU1977	1091203	09DE1980
SAFETY LOCK FOR ARTI-CULATED	282435	11JL1977	1067119	27NO1979

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA

DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
SHIFT CONTROL DETENT MECHANISM	282121	06JL1977	1091134	09DE1980
SPRING-LOADED CLAMP FOR AN	285339	23AU1977	1069748	15JA1980
FLOATING GRAIN BIN FOR USE	304858	06JE1978	1087401	14OC1980
THRESHING GAGE FINGERS FOR	314942	30OC1978	1086597	30SE1980
TILTABLE CAB MOUNTING CON USSN	285522	26AU1977	1067935	11DE1979
CABLE RETAINER CON US 712719	274461	22MR1977	1060314	14AU1979
PIVOTAL SUPPORT FOR VEHICLE	312022	25SE1978	1081276	05JL1980
AUXILIARY TRANSMISSION CON	285340	23AU1977	1069345	08JA1980
SAFETY START SWITCH CON USSN	295726	26JA1978	1082064	22JL1980
ARTICULATED STEERING	285142	16AU1977	1089334	11NO1980
RESONANT SICKLE DRIVE	380679-1	26JE1981	1147151	31MY1983
REVERSIBLE SWAY LIMITING	306611	30JE1978	1085217	09SE1980
BOTTOM SERVICED AIR CLEANER	296337	05FE1978	1105396	21JL1981
ROTATABLE PIVOTAL TRANS-	303494	16MY1978	1095379	10FE1981
ISOLATED STEP SUPPORT	312027	25SE1978	1095951	17FE1981
TWO-SPEED POWER TAKE-OFF	325409	10AP1979	1114206	15DE1981
DRIVE MECHANISM &	313965	23OC1978	1086596	30SE1980
SHORT SEAT FUEL	303956	24MY1978	1085691	16SE1980
FOLDING MECHANISM FOR A	313964	23OC1978	1089281	11NO1980
TRANSMISSION GEAR RATIO	303493	16MY1978	1108035	01SE1981
TORSION BAR DRAFT LOAD LIMIT	303457	16MY1978	1085216	09SE1980
DRAFT ARM EXTENSION STOP	329367	08JE1979	1114223	15DE1981

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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MECHANISM FOR PREVENTING	357187	28JL1980	1130578	31AUL1982
MULTIPLE SPEED TRANS-MISSION	319241	08JA1979	1102584	09JEL1981
TRANSMISSION BRAKE WITH	312028	25SE1978	1094355	27JA1981
AN ENGINE BALANCER FOR A FOUR	319242	08JA1979	1125124	08JEL1982
INTERCOOLER FOR INTERNAL	319473	11JA1979	1108489	08SE1981
SHIFT LEVER POSITION INDICATOR	303636	18MY1978	1095380	10FE1981
DUAL WHEEL AND AXLE ASSEMBLY	329366	08JE1979	1128097	20JL1982
VEHICLE PROTECTIVE FRAME WITH	312026	25SE1978	1095948	17FE1981
SEAL AND SOUND ATTENUATORFOR	319472	11JA1979	1110546	13OC1981
HYDRAULIC DRAFT CONTROL VALVE	345699	14FE1980	1133797	19OC1982
FUEL FILTER WITH FUEL ANDAIR	324772	03AP1979	1127093	06JL1982
DETENT RELEASE FOR POWER SHIFT	331168	04JL1979	1112542	17NO1981
VEHICLE SEAT SUSPENSION	354698	20JE1980	1143274	22MR1983
EXTENDIBLE STEERING COLUMN	331191	05JL1979	1118322	16FE1982
ISOLATED FUEL TANK	331193	05JL1979	1118815	23FE1982
AUXILIARY SPRING ASSISTEDVALVE	331192	05JL1979	1115170	29DE1981
FOLDING SUPPORT FOR A FOLDING	350409	23AP1980	1122049	20AP1982
CROP DIVIDER WITH ILLUMINATED	472490	21JA1985	1235298	19AP1988
CENTRIFUGAL PRESSURE RE LEASE	330916	29JE1979	1110558	13OC1981
DETENT MECHANISM AND	348703	28MR1980	1133358	12OC1982
MECHANICAL DETENT FOR THREE	345995	19FE1980	1132433	28SE1982
ENGINE BLOCK AND CRANK-SHAFT	347917	18MR1980	1145791	03MY1983
UNITIZED INTERCOOLER COREAND	356878	23JL1980	1137839	21DE1982
HAND AND FOOT THROTTLE CONTROL	348702	28MR1983	1129311	10AUL1982
CLUTCH PEDAL OPERATING THROUGH	404356	02JE1982	1148839	28JE1983
CLUTCH PEDAL OPERATING THROUGH	348705	28MR1980	1148068	14JE1983

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA

DUEZT-ALLIS CORP. - AGCO CORP.

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TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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RESONANT SICKLE DRIVE WITH	389388-0	04NO1981	1156056	01NO1983
AIR BAFFLE FOR HARVESTER	353836	10JEL1980	1130689	31AU1982
CONCAVE SAFETY DOOR WITH	364915	18NO1980	1131536	14SE1982
ROLLER SUPPORT FOR CAGE SWEEP	370463-7	10FEL1981	1142408	08MR1983
ADJUSTMENT FOR SHIFT FORKON A	354699	20JEL1980	1133724	19OC1982
ADJUSTABLE POWER	348704	28MR1980	1126171	22JEL1982
WEAR SLEEVE OIL SEAL	378969-1	03JEL1981	1167079	08MY1984
POSITIVE LOCKING SHIFT COUPLER	357354	30JUL1980	1138682	04JA1983
DOUBLE ACTING PISTON FOR	357185	28JUL1980	1146590	17MY1983
FORE AND AFT SEAT SUSPENSION	356880	23JUL1980	1143644	22FEL1983
ENGINE BALANCER	385757-3	11SE1981	1179223	11DE1984
TOP MOUNTED LIFT RAM FOR	378915-2	03JEL1981	1157701	29NO1983
HYDRAULIC VALVE FOR TWO-SPEED	357355	30JUL1980	1131936	21SE1982
HAND AND FOOT CONTROLLED	377926-2	20MY1981	1169743	26JEL1984
HAND AND FOOT CONTROLLED	435719	30AU1983	1178872	04DE1984
SIDE MOUNTED	357188	28JUL1980	1139194	11JA1983
PAK LOCK AND RANGE	357561	04AU1980	1139134	11JA1983
ATTACHMENT FOR EXHAUST PIPE	405343	17JEL1982	1195252	15OC1985
JOINT FOR SECURING A SICKLE	380669-3	26JEL1981	1147560	07JEL1983
HARVESTER HEADER CONSTRUCTION	420756	02FEL1983	1191349	06AU1985
AXIAL FLOW COMBINE WITH	439815	27OC1983	1205713	10JEL1986
HEADER PIVOT SUPPORT	472488	21JA1985	1235299	19AP1988

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA

ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA
 DUEZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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COMBINE DRIVE WITH DOUBLE	439828	27OC1983	1206053	17JEL1986
SELF-ALIGNING VEHICLE DOOR	378916-1	03JEL1981	1164613	03AP1984
CABLE RETAINER CLIP	377940-8	20MY1981	1153352	06SE1983
DOWNWARDLY SWINGING RE-	384367-0	21AU1981	1176907	10OC1984
TWIN CLUTCH PACK FOR POWER	405353	17JEL1982	1185460	18AP1985
TRANSMISSION WITH OVER-RUNNING	387343	06OC1981	1172876	21AU1984
CENTRIFUGAL HYDRAULIC HEAD	387333	06OC1981	1184516	26MR1985
DOUBLE ACTING HYDRAULIC	405373	17JEL1982	1181966	05FEL1985
LATCH FOR SIDE PANEL OF ENGINE	378960-2	03JEL1981	1164911	03AF1984
DRAIN LINE FITTING FOR FUEL	385744	11SE1981	1163512	13MR1984
HYDRAULIC SYSTEM PROVIDING	405363	17JEL1982	1171758	31JL1984
CLUTCH FOR BELT DRIVE WITH	395856	14SE1981	1161283	31JL1984
FEEDER IDLER DRUM SHAFT WITH	400820	13AP1982	1166113	24AP1984
TENSIONING MECHANISM FOR	400851	13AP1982	1166921	08MY1984
COMBINED CHOPPER AND IMPELLER	399397-9	04NO1981	1156531	08NO1983
HYDRAULIC AND SPRING ACTUATED	395251	29JL1982	1182060	05FEL1985
COMBINE VISOR WITH	471157	28DE1984	1223618	03JEL1987
AXIAL FLOW COMBINE WITH SINGLE	439814	27OC1983	1208097	22JL1986
COMBINED AIR INTAKE SCREEN AND	415853	18NO1982	1172125	07AU1984
ROW CROP PLANTER	426213	20AP1983	1191052	30JL1985
ROW DIVIDER WITH	430070	09JEL1983	1193450	17SE1985
HARVESTER THRESHING ROTORDRIVE	419806	31DE1982	1188158	20NO1984
HARVESTER GRAIN BIN WITH	428019	12MY1983	1191353	06AU1985
BIFOLDING SHIELD FOR	473535	04FEL1985	1242371	27SE1988
TORSIONAL COUPLING WITH HIGH	405658	22JEL1982	1185109	09AP1985
	408744	04AU1982	1184221	19MR1985

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ACTIVE PENDING APPLICATIONS & PATENTS IN CANADA

DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
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COMBINE SPEED CONTROL	417388	09DEC1982	1184272	19MR1985
TAILINGS MONITOR FOR COMBINE	430462	15JUL1983	1187990	28MY1985
HARVESTER HEADER WITH FLOATING	434752	17AUG1983	1204599	20MY1986
HINGE CONNECTION FOR FOLDING	450645	28MR1984	1220068	07AP1987
COMBINE FEED REVERSE	426212	20AP1983	1191154	06AUG1985
HARVESTER AIR INTAKE SCREEN	415863	18NOV1982	1172126	07AUG1984
PLASTIC SICKLE GUARD	428018	12MY1983	1195126	15OCT1985
COMBINED CONCAVE AND ROCKDOOR	471156	28DEC1984	1227712	06OCT1987
DOUBLE WING FOLDING MECHANISM	510480	30MY1986	1257999	01AUG1989
DOWNWARDLY AND	497305	10DEC1985	1245529	29NOV1988
ROCK DOOR LATCH WITH OPPOSED	503256	04MR1986	1257519	18JUL1989
PERCULATE PATH CAGE SWEEP	538293	28MY1987	1288655	10SEP1991

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ACTIVE PENDING APPLICATIONS & PATENTS IN FRANCE
DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
GRAIN ACCELERATOR PRE-CLEANER	7620157	01JUL1976	7620157	01JEU1980

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ACTIVE PENDING APPLICATIONS & PATENTS IN GREAT BRITAIN

DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
GRAIN ACCELERATOR PRECLEANER	26135	23JEU1976	1486750	23JEU1976

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ACTIVE PENDING APPLICATIONS & PATENTS IN WEST GERMANY

DUETZ-ALLIS CORP. - AGCO CORP.

TITLE	APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
GRAIN ACCELERATOR PRECLEANER	P2629458.6	30JE1976	P2629458.6	22MR1990

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ACTIVE PENDING APPLICATIONS & PATENTS IN ITALY

DUETZ-ALLIS CORP. - AGCO CORP.

APPLICATION-NUMBER	APP DT	PATENT-NUMBER	GRNT DT
50214A/76	30JE1976	1066565	12MR1985

TITLE

GRAIN ACCELERATOR PRE-CLEANER

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ACTIVE PENDING APPLICATIONS & PATENTS IN NETHERLANDS

DUETZ-ALLIS CORP. - AGCO CORP.

GRNT DT

PATENT-NUMBER

APP DT

APPLICATION-NUMBER

TITLE

7170 10JEL1976

GRAIN ACCELERATOR PRE-CLEANER

Schedule i(B)

GRANTOR: MASSEY FERGUSON ACQUISITION CORP.

PENY-281795.1

Schedule I(C)

GRANTOR: MASSEY FERGUSON MANUFACTURING LTD.

PENY-281795.1

PATENTS & DESIGNS OF MASSEY FERGUSON MANUFACTURING LTD

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0002798	DESIGN	CUT-AWAY BALL (CATEGORY I) FOR STRATE	FRANCE	70251	70251	711019	961019	MSER	MFML
0002799	DESIGN	CUT-AWAY BALL (CATEGORY II) FOR STRAT	FRANCE	70252	70252	711019	961019	MSER	MFML
0003102	DESIGN	DRAFT LINK FOR INTERCHANGEABLE CAT 1	FRANCE	70250	70250	711019	961019	MSER	MFML
0004189	PATENT	SAFETY SYSTEM FOR HYDROSTATIC STEERIN	USA	745513	4069889	761126	950124	MSER	MFML
0004405	DESIGN	DESIGN OF RADIATOR FOR THE RX AND DX	FRANCE	0000000071575	0000138008	730206	980206	MSER	MFML
0004553	PATENT PATENT PATENT	HOOK/CLEVIS CONVERTER	CANADA SPAIN USA	270086 455258 759509	1053285 455258 4176852	770120 770121 770114	960424 980228 961204	MSER MSER MFML	MFML MFML MFML
0004734	PATENT	HOOK/CLEVIS CONVERTER	USA	759508	4126328	770114	951121	MFML	MFML
0004960	PATENT	DEMOUNTABLE GRILLE WITH HEADLIGHTS	BRITAIN	00000007909172	0002047634	790315	990315	MFML	MFML
0005113	PATENT PATENT PATENT PATENT	MARK 3A HYDRAULIC SYSTEM	BRAZIL BRITAIN PAKISTAN SOUTH_AFRICA	P18008865 8015317 152/80 80/2501	P18008865 2050796 127329 80/2501	810609 800508 800508 800425	950430 508 950509 425	MSER MFML MFML MFML	MFML MFML MFML MFML
0005153	PATENT PATENT PATENT PATENT PATENT	MF SNAP-ON WEIGHT	BRITAIN FRANCE GERMANY ITALY SOUTH_AFRICA USA	8101567 8100727 P3101135.7 19093A/81 81/0059 06/225296	2067484 8100727 P3101135.7 1135003 81/0059 4377300	810119 810116 810115 810112 810106 810115	119 10116 10115 10112 10106 940922	MFML MFML MFML MSER MFML MFML	MFML MFML MFML MFML MFML MFML

PATENTS & DESIGNS OF MASSEY FERGUSON MANUFACTURING LTD

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0005307	DESIGN DESIGN	RUBBER BOOT FOR BRAKE CYLINDER	BRITAIN FRANCE	0998996 812677	0998996 812677	810219 810730	960219 60730	MSER MSER	MFML MFML
0005335	PATENT PATENT PATENT	OIL RESERVOIRS - DOWELL BRAKE	ARGENTINA CANADA USA	287597 390907 06/322784	226491 1185191 4721191	811126 811125 811119	970715 20409 950726	MSER MSER MSER	MFML MFML MFML
J005361	PATENT	EXTERNAL OPERATION OF QUADRANT LEVER	CANADA	402478	1168963	820507	10612	MSER	MFML
0005365	PATENT	MF DIFF-LOCK PEDAL	CANADA	403543	1168559	820521	10605	MSER	MFML
0005457	PATENT	SYNCHRONIZER FOR TRANSMISSIONS	CANADA	00000000419012	1196212	830106	21105	MSER	MFML
0005597	PATENT PATENT PATENT PATENT PATENT	J>S>BENNET RANGE CHANGE SELECTOR	BRITAIN CANADA FRANCE GERMANY ITALY USA	84301454.9 44S606 84301454.9 84301454.9 84301454.9 06/584971	0122014 1220116 0122014 P3471143.0 0122014 4590817	840306 840314 840306 840306 840306 840301	40306 40407 40306 40306 40306 971127	MFML MFML MFML MFML MSER MFML	MFML MFML MFML MFML MFML MFML
0005914	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	DIFF-LOCK WITH PLASTICS BLOCK HOLDING	BRAZIL BRITAIN CANADA FRANCE GERMANY ITALY MEXICO PAKISTAN USA	P18702985 87304356.6 537815 87304356.6 87304356.6 87304356.6 6625 207/87 07/055268	P18702985 0292620 1279237 0292620 P3778013.1 0292620 160090 130588 4793207	870526 870515 870525 870515 870515 870515 870527 870521 870529	20526 70515 80122 70515 70515 70515 31127 20527 960627	MSER MFML MSER MFML MFML MSER MSER MFML MFML	MFML MFML MFML MFML MFML MFML MFML MFML MFML
0005936	PATENT PATENT PATENT PATENT PATENT	HAND/FOOT THROTTLE WITH SLIDING COMBI	BRAZIL BRITAIN CANADA FRANCE GERMANY ITALY	P18703379 87304481.2 537970 87304481.2 87304481.2 87304481.2	P18703379 0249351 1279236 0249351 P3763759.2 0249351	870605 870520 870526 870520 870520 870520	20605 70520 80122 70520 70520 70520	MSER MFML MFML MFML MFML MSER	MFML MFML MFML MFML MFML MFML

PATENTS & DESIGNS OF MASSEY FERGUSON MANUFACTURING LTD

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0005936	PATENT PATENT PATENT	HAND/FOOT THROTTLE WITH SLIDING COMBI	MEXICO PAKISTAN USA	6600 214/87 07/059350	130505 4811620	870605 870518 870608	70605 20607 960914	MSR MFML MFML	MFML MFML MFML
0005968	PATENT PATENT PATENT	COLD START BY-PASS VALVE	BRITAIN FRANCE GERMANY USA	87308160.8 87308160.8 87308160.8 07/097568	0262837 0262837 P3784613.2 4766926	870916 870916 870916 870916	70916 70916 70916 960228	MFML MFML MFML MFML	MFML MFML MFML MFML
0006163	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	BULLET OPERATED 4WD CLUTCH	BRAZIL BRITAIN FRANCE GERMANY ITALY MEXICO PAKISTAN USA	PI8902528 89304299.4 89304299.4 89304299.4 89304299.4 15936 172220 170/89 07/349462	PI8902528 0341873 0341873 P68903782 0341873 172220 131744 4953678	890510 890428 890428 890428 890428 890428 890504 890503 890509	40510 90428 90428 90428 90428 90428 71208 40511 980304	MSR MFML MFML MFML MFML MFML MSR MFML MFML	MFML MFML MFML MFML MFML MFML MFML MFML MFML
0006171	PATENT	SPRING RETAINED DRAWBAR PIN	BRITAIN	887396	2215976	880329	80329	MFML	MFML
0006175	PATENT PATENT PATENT	INTER-AXLE DIFFERENTIAL WITH LOCK	BRITAIN FRANCE GERMANY USA	89910172.9 89910172.9 89910172.9 07/469411	0394390 0394390 P68904068 5054573	890814 890814 890814 890814	90814 90814 90814 950408	MFML MFML MFML MFML	MFML MFML MFML MFML
0006511	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	RESILIENTLY MOUNTED GEARBOX SELECTOR	BRAZIL BRITAIN BRITAIN FRANCE GERMANY INDIA MEXICO PAKISTAN POLAND SOUTH_AFRICA USA	PI9004722 8921541.2 90310019.6 90310019.6 90310019.6 732/CAL/90 22.262 406/90 P286970 90/6793 584927	2236152 0429167 0429167 69007749.1 132067 90/6793 5113715	900913 890923 900913 900913 900913 900823 900919 900911 900920 900827 900919	890923 100913 100913 100913 100913 50923 50923 100827 951119	MSR MFML MFML MFML MFML MSR MSR MSR MSR MFML MFML	MFML MFML MFML MFML MFML MFML MFML MFML MFML MFML
0006519	PATENT	COMPLIANT SYNCHRO COUPLER	BRAZIL	PI9100890		910227		MSR	MFML

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0006519	PATENT	COMPLIANT SYNCHRO COUPLER	BRITAIN	9004540.2	2241542	900228	100228	MFML	MFML
	PATENT		EPO	91300812.4		910207		MFML	MFML
	PATENT		INDIA	185/CAL/91		910227		MSER	MFML
	PATENT		JAPAN	114214/91		910226		MSER	MFML
	PATENT		MEXICO	24529	171247	910228	110228	MSER	MFML
	PATENT		PAKISTAN	56/91	132461	910214	60228	MFML	MFML
	PATENT		POLAND	P289202		910228		MSER	MFML
	PATENT		SOUTH_AFRICA	91/1026	91/1026	910212	110212	MFML	MFML
	PATENT		USA	07/656997	5090263	910215	950825	MFML	MFML
0006590	PATENT	TRACTOR ESCAPE/ACCESS DOOR	BRAZIL	P19300908		930401		MFML	MFML
	PATENT		BRITAIN	9305434.4		930317		MFML	MFML
	PATENT		EPO	93302043.0		930317		MFML	MFML
	PATENT		USA	08/040294		930330		MFML	MFML
0006903	PATENT	DOUBLE POWERSHIFT CLUTCH ASSEMBLY	BRAZIL	P19305425		930302		MFML	MFML
	PATENT		BRITAIN	9304527.6		930305		MFML	MFML
	PATENT		EPO	93904276.8		930302		MFML	MFML
	PATENT		MEXICO	931226		930305		MFML	MFML
	PATENT		PAKISTAN	103/93		930308		MFML	MFML
	PATENT		POLAND	XXXXXXX		930302		MFML	MFML
	PATENT		TURKEY	225420		930305		MFML	MFML
	PATENT		USA	08/146149		930302		MFML	MFML
0006929	PATENT	HAND BRAKE-OPERATED 4WD CLUTCH	BRITAIN	9325422.5		931213		MFML	MFML
	PATENT		EPO	93310019.0		931213		MFML	MFML
	PATENT		USA	08/166681		931214		MFML	MFML
0006944	PATENT	UK CVT PROJECT - TOROTRAK VARIATOR	BRITAIN	9323706.3		931117		MFML	MFML

Schedule I(D)

GRANTOR: MASSEY FERGUSON S.A.

PENY-281795.1

PATENTS AND DESIGNS OF MASSEY FERGUSON SA

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0003343	PATENT	BENDING BEAM DRAFT SENSING UNIT USING	CANADA	197147	1014768	740409	940802	MSR	MFSA
0004865	DESIGN	HOOD (BONNET) DESIGN RX TRACTOR WITH	FRANCE	75410	163429	770201	20201	MSR	MFSA
0004898	PATENT	VARIABLE INTERMIX DRAFT AND POSITION	ARGENTINA	265978	214404	761222	940615	MSR	MFSA
0004923	PATENT PATENT	ANTI-HYSTERESIS DRAFT SENSING SYSTEM	CANADA USA	328548 06/041976	1116943 4286669	790529 790524	990126 980901	MFPS MFPS	MFSA MFSA
0004988	PATENT PATENT PATENT PATENT PATENT PATENT	RX 16 SPEED TRANSMISSION WITH DELTA S	ARGENTINA BRAZIL BRITAIN CANADA FRANCE JAPAN USA	281877 P18008998 8023721 356098 80901458.2 501781/80 06/253746	222883 P18008998 2055162 1147168 0038801 1548818 4409858	800723 810821 800721 800714 800715 800715 800715	960630 950715 721 531 715 715 1018	MSR MSR MFSA MFSA MFSA MFSA MFSA	MFSA MFSA MFSA MFSA MFSA MFSA MFSA
0005009	PATENT	DRAFT LINK-BALL END LATCH+TELESCOPING	BRITAIN	32156	1583043	770801	970801	MFSA	MFSA
0005028	DESIGN	FULL VIEW CAB - RX	FRANCE	74924	74924	750707	10707	MSR	MFSA
0005060	PATENT	FILTER HEAD	USA	921424	4192750	780703	970311	MSR	MFSA
0005112	PATENT PATENT	DELTA SHIFT TRANSMISSION - CAM SEQUEN	BRAZIL USA	P18008997 06/253745	P18008997 4409357	810821 800715	950715 1018	MSR MFSA	MFSA MFSA
0005277	PATENT	TRANSMISSION - RX 16 SPEED	ARGENTINA	276729	220941	790530	951215	MFPS	MFSA
0005286	PATENT PATENT	PARKING BRAKE - DISC	BRITAIN FRANCE	7926167 7918900	2026634 7918900	790726 790723	990726 990723	MFSA MFSA	MFSA MFSA

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0005286	PATENT PATENT	PARKING BRAKE - DISC	SPAIN USA	483050 05/930310	483050/4 4367384	790801 780802	816 991214	MFSA MFSA	MFSA MFSA
0005296	PATENT	TRANSMISSION FOR A FRAMELESS TRACTOR	ARGENTINA	09000000276728	0000221878	790530	960331	MFPS	MFSA
0005344	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	RANGE 3 MULTI-POWER	BRAZIL BRITAIN CANADA FRANCE GERMANY ITALY JAPAN POLAND SOUTH_AFRICA USA	P18306473 83900638.4 423342 83900638.4 83900638.4 20006A/83 500747/83 P240970 83/1450 06/563417	P18306473 0103582 1202797 0103582 P3363671.0 1161633 140712 83/1450 4790213	831111 830228 830310 830228 830228 830310 830228 830310 830310 830303 830228	980228 30228 30408 30228 30228 30310 30228 980310 30303 960613	MSER MFSA MFSA MFSA MFSA MFSA MSER MFSA MFSA MSER MFSA	
0005345	PATENT PATENT	CONTROL PANEL FOR ELECTRONIC HITCH CO	BRITAIN FRANCE	8203969 8203489	2093676 8203489	820211 820303	20211 20303	MFSA MSER	MFSA MFSA
0005347	PATENT PATENT PATENT PATENT PATENT	PTO BRAKE FOR RANGE 3	BRAZIL BRITAIN FRANCE GERMANY ITALY JAPAN	P18707467 87906405.3 87906405.3 87906405.3 87906405.3 505945/87	P18707467 0283502 0283502 P3769129.5 0283502	870915 870915 870915 870915 870915 870915	20915 70915 70915 70915 70915 70915	MSER MFSA MFSA MFSA MFSA MSER	
0005352	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	RANGE 3 GEAR RATIO SELECTOR MECHANISM	BRAZIL BRITAIN FRANCE GERMANY INDIA ITALY JAPAN PAKISTAN SOUTH_AFRICA USA	P18406454 84901069.9 84901069.9 84901069.9 170/CAL/84 19992A/84 501191/84 100/84 84/1710 06/672330	P18406454 0144327 0144327 P3468839.0 162422 1175958 129127 84/1710 4619153	841116 840308 840308 840308 840308 840309 840308 840311 840307 840308	990308 40308 40308 40308 980308 40309 40308 990315 40307 980428	MSER MFSA MFSA MFSA MFSA MSER MSER MFSA MFSA MFSA	
0005353	DESIGN	FRENCH RANGE 3 CAB AND HOOD	BRAZIL	MI4500433	MI4500433	850527	950527	MSER	MFSA

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0005353	DESIGN	FRENCH RANGE 3 CAB AND HOOD	FRANCE	1023536	1023536	841127	941127	MUSA	MUSA
	DESIGN		FRANCE	852279	852279	850515	50515	MUSA	MUSA
	DESIGN		SOUTH_AFR	85/0434	85/0434	850522	941127	MUSA	MUSA
	DESIGN		SPAIN	0000000108360	108360	860630	960630	MUSA	MUSA
	DESIGN		USA	06/732992	0297329	850513	20823	MUSA	MUSA
0005414	PATENT	-	USA	930476	4206813	780802	970610	MUSA	MUSA
0005450	PATENT	DIFFERENTIAL LOCK ELECTRO-HYDRAULIC C	BRAZIL	P18106262	P18106262	810126	960126	MUSA	MUSA
	PATENT		FRANCE	81900539.8	0043849	810126	10126	MUSA	MUSA
	PATENT		FRANCE	81900539.8	0043849	810126	10126	MUSA	MUSA
	PATENT		GERMANY	81900539.8	P3176508.4	810126	10126	MUSA	MUSA
	PATENT		JAPAN	500809/81	156914	810126	21014	MUSA	MUSA
	PATENT		MEXICO	185517	81/0057	810112	10106	MUSA	MUSA
	PATENT		SOUTH_AFR	81/0057		810106		MUSA	MUSA
0005529	PATENT	RANGE 3 GEAR LEVEL SELECTOR MECHANISM	BRAZIL	P18406453	P18406453	841116	990308	MUSA	MUSA
	PATENT		FRANCE	84901068.1	0140902	840308	40308	MUSA	MUSA
	PATENT		FRANCE	89200332.8	0321453	890414	40331	MUSA	MUSA
	PATENT		FRANCE	89200332.8	0321453	890414	40331	MUSA	MUSA
	PATENT		FRANCE	84901068.1	0140902	840308	40308	MUSA	MUSA
	PATENT		GERMANY	84901068.1	P3482050.7	840308	40308	MUSA	MUSA
	PATENT		GERMANY	89200332.8	P3486156.4	890414	40331	MUSA	MUSA
	PATENT		INDIA	169/CAL/84	162182	840308	980308	MUSA	MUSA
	PATENT		ITALY	19993A/84	1175959	840309	40309	MUSA	MUSA
	PATENT		PAKISTAN	101/84	129103	840311	990315	MUSA	MUSA
	PATENT		SOUTH_AFR	84/1709	84/1709	840307	40307	MUSA	MUSA
	PATENT		SPAIN	530595	530595	840314	50426	MUSA	MUSA
	PATENT		USA	06/672329	4615233	840308	980407	MUSA	MUSA
0005598	PATENT	CEG PTO CLUTCH ENGAGEMENT CONTROL	AUSTRALIA	42313/85	582745	850401	10401	MUSA	MUSA
	PATENT		BRAZIL	P18506432	P18506432	851203	401	MUSA	MUSA
	PATENT		FRANCE	85901440.9	0176529	850401	50401	MUSA	MUSA
	PATENT		FRANCE	478338	1244115	850404	51101	MUSA	MUSA
	PATENT		FRANCE	85901440.9	0176529	850401	50401	MUSA	MUSA
	PATENT		GERMANY	85901440.9	0176529	850401	50401	MUSA	MUSA
	PATENT		INDIA	225/CAL/85	P3574173.2	850401	50401	MUSA	MUSA
	PATENT		JAPAN	501728/85	164782	850326	990326	MUSA	MUSA
	PATENT		PAKISTAN	144/85	129696	850401	405	MUSA	MUSA
	PATENT		SOUTH_AFR	85/2291	85/2291	850403	50327	MUSA	MUSA
	PATENT		USA	06/803286	4760902	850401	960202	MUSA	MUSA

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0005599	PATENT	CEG DRAFT CONTROL WITH ADAPTIVE VALVE	BRAZIL	PI8702016	PI8702016	870403	20403	MSER	MFSA
	PATENT		BRITAIN	90118093.5	0414279	900920	70318	MFSA	MFSA
	PATENT		BRITAIN	87302289.1	0241161	870318	70318	MFSA	MFSA
	PATENT		CANADA	533714	1267585	870402	70410	MFSA	MFSA
	PATENT		FRANCE	87302289.1	0241161	870318	70318	MFSA	MFSA
	PATENT		FRANCE	87302289.1	0414279	900920	70318	MFSA	MFSA
	PATENT		GERMANV	90118093.5	P3788232.5	900920	70318	MFSA	MFSA
	PATENT		GERMANV	87302289.1	P3771255.1	870318	70318	MFSA	MFSA
	PATENT		ITALY	87302289.1	0241161	870318	70318	MSER	MFSA
	PATENT		USA	07/031819	4907493	870330	970913	MFSA	MFSA
0005625	PATENT	TRACTOR-ELECTRONICS	BRAZIL	PI8108993	PI8108993	821116	961005	MSER	MFSA
0005724	PATENT	CEG PTO CLUTCH PROTECTION SYSTEM	AUSTRALIA	48627/85	584644	850906	10906	MFSA	MFSA
	PATENT		BRAZIL	PI8506931	PI8506931	860515	906	MSER	MFSA
	PATENT		BRITAIN	85904620.3	0195790	850906	50906	MFSA	MFSA
	PATENT		CANADA	489330	1266904	850323	70320	MFSA	MFSA
	PATENT		FRANCE	85904620.3	0195790	850906	50906	MFSA	MFSA
	PATENT		GERMANY	85904620.3	P3575183.5	850906	50906	MFSA	MFSA
	PATENT		INDIA	607/CAL/85	163305	850821	990821	MSER	MFSA
	PATENT		ITALY	85904620.3	0195790	850906	50906	MSER	MFSA
	PATENT		JAPAN	504217/85	129779	850906	-	MSER	MFSA
	PATENT		PAKISTAN	419/85	85/6404	850912	915	MFSA	MFSA
	PATENT		SOUTH_AFR1	85/6404	85/6404	850823	50823	MFSA	MFSA
	PATENT		USA	06/861625	4722426	860507	950802	MFSA	MFSA
0005725	PATENT	CEG TRACTOR PERFORMANCE MONITOR	AUSTRALIA	57784/86	584206	860402	20402	MFSA	MFSA
	PATENT		BRAZIL	PI8606639	PI8606639	861211	10402	MSER	MFSA
	PATENT		BRITAIN	86902392.9	0216857	860402	60402	MFSA	MFSA
	PATENT		CANADA	504919	1240796	860324	50816	MFSA	MFSA
	PATENT		FRANCE	86902392.9	0216857	860402	60402	MFSA	MFSA
	PATENT		GERMANY	86902392.9	P3668511.9	860402	60402	MFSA	MFSA
	PATENT		INDIA	273/CAL/86	163029	860402	60402	MFSA	MFSA
	PATENT		ITALY	86902392.9	0216857	860404	404	MSER	MFSA
	PATENT		JAPAN	86902392.9	0216857	860402	60402	MSER	MFSA
	PATENT		PAKISTAN	502289/86	130074	860402	-	MSER	MFSA
	PATENT		SOUTH_AFR1	144/86	86/2372	860403	10412	MFSA	MFSA
	PATENT		SPAIN	86/2372	86/2372	860403	60403	MFSA	MFSA
	PATENT		USA	553876	553876	860410	70403	MFSA	MFSA
	PATENT		USA	945060	4747301	861114	951130	MFSA	MFSA

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0005738	PATENT PATENT PATENT PATENT PATENT PATENT	BRAZIL BRITAIN FRANCE GERMANY ITALY SOUTH_AFRICA USA	P18506998 85904814.2 85904814.2 85904814.2 85904814.2 85/7565 06/288652	P18506998 0202238 0202238 P3576551.8 0202238 85/7565 4745743	860610 850924 850924 850924 850924 851001 860522	924 50924 50924 50924 50924 51001 951124	MSER MFA MFA MFA MFA MFA MFA	MFA MFA MFA MFA MFA MFA MFA
0005769	DESIGN DESIGN DESIGN	RANGE 3/4 HOOD DESIGN	M14500434 1023537 85/0435 06/732993	M14500434 1023537 85/0435 0297330	850527 841127 850522 850513	950527 941127 941127 20923	MSER MFA MFA MFA	MFA MFA MFA MFA
0005926	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	BRAZIL BRITAIN EPO INDIA JAPAN MEXICO PAKISTAN POLAND TURKEY USA	P19105863 9116856.7 91913788.7 576/CAL/91 512844/91 91.000663 316/91 P291427 803/91 07/842376	2247501 132622	910805 910805 910805 910805 910814 910811 910814 910815 910805	110805 - - - - 60815 - - -	MSER MFA MFA MFA MFA MFA MFA MFA MFA	MFA MFA MFA MFA MFA MFA MFA MFA MFA
0005965	PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT PATENT	BRAZIL BRITAIN BRITAIN CANADA FRANCE FRANCE GERMANY GERMANY ITALY ITALY JAPAN USA	P18702146 89111937.2 87302373.7 534244 89111937.2 87302373.7 87302373.7 89111937.2 89111937.2 87302373.7 086701/87 07/036937	P18702146 0340811 0241168 1313551 0340811 0241168 P3763356.2 P3782066.4 0340811 0241168 4907653	870410 870319 870319 870409 870319 870319 870319 870319 870319 870319 870408 870410	20410 70319 70319 100209 70319 70319 70319 70319 70319 70319 970913	MSER MFA MFA MFA MFA MFA MFA MFA MFA MFA MFA	MFA MFA MFA MFA MFA MFA MFA MFA MFA MFA MFA
0005966	PATENT	CEG DRAFT CONTROL - REMOTE BUTTON OPE	07/060294	4817499	870610	961004	MFA	MFA
0005989	PATENT	RANGE 3 FRONT PTO	87308421.4	0262862	870923	70923	MFA	MFA

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DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0005989	PATENT PATENT PATENT PATENT	RANGE 3 FRONT PTO	FRANCE GERMANY ITALY USA	87308421.4 87308421.4 87308421.4 07/097024	0262862 P3764756.3 0262862 4811614	870923 870923 870923 870916	70923 70923 70923 960914	MFSA MFSA MSER MFSA	MFSA MFSA MFSA MFSA
0005990	PATENT PATENT PATENT PATENT	RANGE 3 PTO CONTROL LEVER	BRITAIN FRANCE GERMANY ITALY USA	87308450.3 87308450.3 87308450.3 87308450.3 07/102463	0265086 0265086 P3763946.3 0265086 4905804	870924 870924 870924 870924 870929	70924 70924 70924 70924 970906	MFSA MFSA MFSA MSER MFSA	MFSA MFSA MFSA MFSA MFSA
0005992	PATENT PATENT PATENT PATENT PATENT PATENT PATENT	RANGE 3 HYDRAULIC A/B RANGE CHANGE	BRAZIL BRITAIN FRANCE GERMANY ITALY JAPAN USA	P18707494 87906184.4 87906184.4 87906184.4 87906184.4 505737/87 07/202760	P18707494 0286650 0286650 P3765934.0 0286650 5138895	870928 870928 870928 870928 870928 870928 870928	20928 70928 70928 70928 70928 70928 960218	MSER MFSA MFSA MFSA MFSA MSER MFSA	MFSA MFSA MFSA MFSA MFSA MFSA MFSA
0006192	PATENT PATENT PATENT PATENT PATENT PATENT PATENT	MECHANICAL HIGH/LOW CHANGE FOR 3000 S	BRAZIL BRITAIN EPO INDIA MEXICO PAKISTAN SOUTH_AFRICA USA	P18907281 8830267.4 90900788.2 984/CAL/89 19-227 491/89 89/9272 07/549004	2226373 171943 131890 89/9272 5085095	891218 881224 891218 891130 900124 891130 891205 891218	81224 - - - 71124 41224 91205 950804	MSER MFSA MFSA MFSA MSER MFSA MFSA MFSA	MFSA MFSA MFSA MFSA MFSA MFSA MFSA MFSA
J06502	PATENT PATENT PATENT	FRENCH ELECTRONIC CONTROL OF SEMI-MOJ	BRITAIN EPO USA	9126638.7 91311532.5 07/770107	2252045 5261495	911216 911224 911002	111216 - 970516	MFSA MFSA MFSA	MFSA MFSA MFSA
0006503	PATENT PATENT	COMBINED A/B RANGE AND SPEED CHANGE S	EPO USA	91301766.1 07/569046	5145469	910304 910314	960308	MFSA MFSA	MFSA MFSA
0006535	PATENT PATENT PATENT	FRENCH CVT PROJECT	BRITAIN EPO USA	9312755.3 93304580.9 08/081395		930621 930611 930622	- - -	MFSA MFSA MFSA	MFSA MFSA MFSA

PATENTS AND DESIGNS OF MASSEY FERGUSON SA

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0006538	PATENT	BINARY CONTROL FOR FRENCH 4-SPEED POW	BRAZIL	PI9105872		910807	-	MSER	MFSA
	PATENT		BRITAIN	9116851.8		910805	-	MFSA	MFSA
	PATENT		EPO	91914535.9		910807	-	MFSA	MFSA
	PATENT		INDIA	614/CAL/91		910816	-	MSER	MFSA
	PATENT		JAPAN	513862/91		910807	-	MSER	MFSA
	PATENT		MEXICO	91.000661		910814	-	MSER	MFSA
	PATENT		PAKISTAN	324/91	132702	910813	60815	MSER	MFSA
	PATENT		POLAND	P291428		910814	-	MSER	MFSA
	PATENT		USA	07/842377	5249481	910807	970405	MFSA	MFSA
	PATENT		USA	08/131444		931004	-	MSER	MFSA
0006577	PATENT	FRENCH MECH/ELECTRICAL CLUTCH CONTROL	BRAZIL	PI9202036		920522	-	MFSA	MFSA
	PATENT		BRITAIN	9210533.7		920518	-	MFSA	MFSA
	PATENT		EPO	92304320.2		920513	-	MFSA	MFSA
	PATENT		USA	07/886550	5217097	920520	961208	MFSA	MFSA
0006580	PATENT	SEQUENCING CONTROL SYSTEM FOR QUADROM	BRITAIN	9222936.8		921102	-	MFSA	MFSA
	PATENT		EPO	92203398.0		921105	-	MFSA	MFSA
	PATENT		USA	07/966086	5277290	921023	970711	MFSA	MFSA
0005960	PATENT	DYNASHIFT SPEED LIMITER	BRAZIL	PI9300337		930208	80208	MFSA	MFSA
	PATENT		BRITAIN	9202676.4		920208	-	MFSA	MFSA
	PATENT		EPO	93300596.9		930127	-	MFSA	MFSA
	PATENT		USA	08/011418		930129	-	MFSA	MFSA
0006901	PATENT	2-SPEED POWERSHIFT/WET CLUTCH ASSEMBL	BRAZIL	PI9305424		930226	-	MFSA	MFSA
	PATENT		BRITAIN	9304237.2		930302	-	MFSA	MFSA
	PATENT		EPO	93904023.4		930226	-	MFSA	MFSA
	PATENT		USA	08/146091		930226	-	MFSA	MFSA
0006911	PATENT	SHIFTRONIC SHIFT COVER	BRITAIN	9320886.0		931007	-	MFSA	MFSA
	PATENT		EPO	93307859.4		931001	-	MFSA	MFSA
	PATENT		USA	08/132629		931006	-	MFSA	MFSA
0006923	PATENT	DRAFT CONTROL FOR STONEBREAKER.	EPO	93307797.6		930930	-	MFSA	MFSA

PATENTS AND DESIGNS OF MASSEY FERGUSON SA

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0006923	PATENT	DRAFT CONTROL FOR STONEBREAKER.	USA	08/129583		930930		MFSA	MFSA
0006949	PATENT	WET CLUTCH BEARING	BRITAIN	9324021.6		931123		MFSA	MFSA
0006951	PATENT	TRACTOR START-UP SAFETY VALVE	BRITAIN	9406193.4		940517		MFSA	MFSA
						940329		MFSA	MFSA

Schedule I(E)

GRANTOR: MASSEY FERGUSON GROUP LIMITED

PENY-281795.1

PATENTS & DESIGNS OF MASSEY FERGUSON GROUP LIMITED

DOCKET NUMBER	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0006568	NEW GENERATION HORSE COLLAR	BRAZIL	M15300977		930813		MFGL	MFGL
	DESIGN	BRITAIN	2029144		930216		MFGL	MFGL
	DESIGN	FRANCE	934248		930811		MFGL	MFGL
	DESIGN	GERMANY	M9305692.3	M9305692.3	930721	30721	MFGL	MFGL
	DESIGN	INDIA	165869		930714		MFGL	MFGL
	DESIGN	ITALY	M1930000453		930811	80811	MFGL	MFGL
	DESIGN	PAKISTAN	8851-D		930724		MFGL	MFGL
	DESIGN	POLAND	XXXXXX		930816		MFGL	MFGL
	DESIGN	USA	29/015939		931202		MFGL	MFGL
0006936	NEW HORSE COLLAR AND GRILLE	BRAZIL	M15300976		930813		MFGL	MFGL
	DESIGN	BRITAIN	2029145		930216		MFGL	MFGL
	DESIGN	FRANCE	X		930811		MFGL	MFGL
	DESIGN	INDIA	165870	165870	930714	80714	MFGL	MFGL
	DESIGN	PAKISTAN	8850-D		930724		MFGL	MFGL
	DESIGN	POLAND	XXXXXX		930816		MFGL	MFGL
	DESIGN	USA	29/015912		931202		MFGL	MFGL

GRANTOR: MASSEY FERGUSON INC.

PATENTS & DESIGNS OF MASSEY FERGUSON INC

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0003868	DESIGN	MF 1200/1500/1800 DESIGN	FRANCE	00000000069609	0000126723	710202	960202	MINC	MINC
0004013	DESIGN	MF 1200/1500/1800 GRILLE WITH GASKET	FRANCE	00000000069608	0000126722	710202	960202	MINC	MINC
0004219	DESIGN	RX TRACTOR DESIGN	FRANCE	00000000070277	0000130355	711027	961027	MINC	MINC
0004236	PATENT PATENT	TRACTOR CAB AIR CONDITIONING	CANADA CANADA	00000000196147 00000000282936	0001018387 0001033608	740327 770718	941004 950627	MINC MINC	MINC MINC
0004406	PATENT	FULCRUM BUSHING ON THE RESILIENT BAR	CANADA	00000000221674	0001027414	750310	950307	MINC	MINC
0004494	PATENT	SENSING SHAFT AND ROLLER GUIDE	CANADA	00000000211063	0001024370	741009	950117	MINC	MINC
0004655	PATENT PATENT	HYDRAULIC CONNECTION	CANADA USA	00000000279335 713180	0001053722 4082318	770527 760810	960501 950404	MINC MINC	MINC MINC
0004867	PATENT	MULTI THROW SELECTOR MECHANISM USING	CANADA	00000000249359	0001046383	760401	960116	MINC	MINC
0004868	PATENT	AIR FILTER CLAMPING MECHANISM FOR CAB	CANADA	00000000245583	0001041916	760212	951107	MINC	MINC
0004869	PATENT	PARKING BRAKE FOR RX 170 TRACTORS	USA	805052	4161238	770609	960717	MINC	MINC
0004871	PATENT PATENT	APPLICATION ON POSITION RESPONSIVE PE	CANADA USA	00000000278486 698239	0001083464 4059025	770516 760621	970812 941122	MINC MINC	MINC MINC
0004872	PATENT	SYNCHRONIZER WITH FLOATING CARRIER FO	CANADA	00000000250848	0001034795	760422	950717	MINC	MINC

PATENTS & DESIGNS OF MASSEY FERGUSON INC

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0004880	PATENT	CONTROLS FOR HYDRAULIC VALVES IN RX T	CANADA	00000000266513	0001045949	761124	960109	MINC	MINC
0004898	PATENT	VARIABLE INTERMIX DRAFT AND POSITION	CANADA USA	265723 751551	1066111 4108248	761116 761217	961113 950822	MINC MINC	MINC MINC
0005007	PATENT	TRANSMISSION RANGE SELECTION MECHANIS	CANADA USA	00000000280961 711344	0001071508 4068540	770620 760804	970212 950117	MINC MINC	MINC MINC
0005008	PATENT	GRILLE, PIVOTED RX	CANADA USA	00000000281933 712290	0001063144 4076092	770701 760806	960925 950228	MINC MINC	MINC MINC
0005009	PATENT	DRAFT LINK-BALL END LATCH-TELESCOPING	CANADA USA	278292 711342	1039102 4062560	770512 760804	950926 941213	MINC MINC	MINC MINC
0005014	PATENT	VIBRATION ISOLATION COUPLER ASSEMBLY	CANADA USA	00000000281260 712978	0001064276 4107951	770623 760809	961016 950822	MINC MINC	MINC MINC
0005037	PATENT	DIFFERENTIAL LOCK ACTUATOR	USA	720299	4150586	760903	960424	MINC	MINC
0005052	PATENT	BRAKE MASTER CYLINDER FOR ARTICULATED	USA	06/142944	4364231	800423	991221	MINC	MINC
0005059	PATENT	PRESSURE REGULATOR VALVE	USA	835252	4161189	770921	960717	MINC	MINC
0005060	PATENT	FILTER HEAD	CANADA	00000000281548	0001087109	770628	971007	MINC	MINC
0005075	PATENT	MOWER-SCISSORS SUSPENSION	CANADA USA	00000000289948 756022	0001081473 4120136	771031 761227	970715 951017	MINC MINC	MINC MINC

PATENTS & DESIGNS OF MASSEY FERGUSON INC

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0005091	PATENT	UPPER LINK STORAGE CLIP	USA	816833	4135731	770718	960123	MINC	MINC
0005098	PATENT PATENT	PHASE III CAB WITH ESCAPE HATCH IN RO	CANADA USA	00000000305669 817873	0001086353 4099766	780616 770721	970923 950711	MINC MINC	MINC MINC
0005225	PATENT PATENT	PRESSURE CONTROL VALVE - "IMPROVEMENT	CANADA USA	00000000302117 807265	0001088401 4168721	783427 770616	971028 960925	MINC MINC	MINC MINC
0005231	PATENT PATENT	LINKAGE FOR POWER BRAKE VALVE	CANADA USA	00000000330013 920757	0001112131 4205705	790618 780630	981110 970603	MINC MINC	MINC MINC
0005251	PATENT	PILOT OPERATED PRESSURE REDUCING VALV	USA	06/044785	4243271	790531	980106	MINC	MINC
0005261	PATENT	TRACTOR FRONT THREE POINT HITCH	USA	853783	4181181	771121	970101	MINC	MINC
0005277	PATENT PATENT	TRANSMISSION - RX 16 SPEED	CANADA USA	00000000309044 06/040379	0001108887 4282775	780810 790518	980915 980811	MINC MINC	MINC MINC
0005296	PATENT	TRANSMISSION FOR A FRAMELESS TRACTOR	CANADA	00000000309049	0001101694	780810	980526	MINC	MINC
0005297	PATENT	TRANSMISSION-A METHOD OF CHANGING THE	CANADA	00000000309048	0001093800	780810	980120	MINC	MINC
0005403	PATENT	TRANSMISSION - HIGH TORQUE INFINITELY	USA	27197	4266446	790405	980512	MINC	MINC
0005414	PATENT	-	CANADA	0331641	1104406	790712	960707	MINC	MINC
0005423	PATENT PATENT	SENSITIVITY ADJUSTMENT BETWEEN DRAFT S	CANADA USA	0330457 930486	1111304 4411319	790625 780802	981027 1025	MINC MINC	MINC MINC

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PATENTS & DESIGNS OF MASSEY FERGUSON INC

DOCKET NUMBER	TYPE	TITLE	COUNTRY NAME	APPLICATION NUMBER	REGISTERED NUMBER	FILING DATE	EXPIRY DATE	LEGAL OWNER	BENEF OWNER
0005450	PATENT PATENT	DIFFERENTIAL LOCK ELECTRO-HYDRAULIC C	CANADA USA	0368038 06/115469	1152355 4347760	810107 800125	823 990907	MINC MINC	MINC MINC
0005462	PATENT PATENT	DRAFT SENSING - HALL EFFECT SENSOR MO	CANADA USA	0352784 06/053620	1128336 4266616	800527 790629	990727 980512	MINC MINC	MINC MINC
0005480	PATENT	ELECTRONIC DRAFT CONTROL-STRAIN GEAR	USA	06/211595	4367656	801201	111	MINC	MINC
0005625	PATENT PATENT	TRACTOR-ELECTRONICS	CANADA USA	00000000387898 06/191240	0001180430 4715012	811014 801015	20102 41222	MINC MINC	MINC MINC
0005632	PATENT	CLUTCH-TOTALLY ENCLOSED WET CLUTCH FO	CANADA	00000000457096	1226537	840621	40908	MINC	MINC
0005800	PATENT	CLUTCH AND TRANSMISSION BRAKE ASSEMBL	CANADA	457095	1226536	840621	40908	MINC	MINC

Schedule I(G)

GRANTOR: MASSEY FERGUSON (UNITED KINGDOM) LTD.

PENY-281795.1

SCHEDULE II

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS, REGISTRATIONS AND APPLICATIONS

INDEX OF GRANTORS

- A. AGCO CORPORATION
- B. MASSEY FERGUSON ACQUISITION CORP.
- C. MASSEY FERGUSON MANUFACTURING LTD.
- D. MASSEY FERGUSON S.A.
- E. MASSEY FERGUSON GROUP LIMITED
- F. MASSEY FERGUSON INC.
- G. MASSEY FERGUSON (UNITED KINGDOM) LTD.

Schedule II(A)

GRANTOR: AGCO CORPORATION

PENY-281795.1

United States Trademark Registrations

Page 1 of 3

Trademark	Registration No.	Registration Date
104	323,175	April 2, 1935
AG ONE (Stylized)	1,605,333	July 10, 1990
ACGO FARM FINANCE CORP.	1,801,055	October 26, 1993
AGONE and Design	1,740,758	December 22, 1992
CHISELVATOR	941,943	August 29, 1972
COMFORTECH	1,797,546	October 12, 1993
EZEE FLOW & Design	987,322	July 2, 1974
FAS TACH	1,094,249	June 27, 1978
FIELD BOSS	1,063,260	April 12, 1977
GLEANER	784,798	February 9, 1965
HARVEST BOSS	1,042,707	July 6, 1976
HESSTON	721,285	September 12, 1961
HYDRO SWING	992,458	September 3, 1974
MINNEAPOLIS MOLINE	675,964	March 24, 1959
MM & DESIGN	323,175	April 2, 1935
NEW IDEA	280,765	February 24, 1931
NEW IDEA	1,829,204	April 5, 1994
NI NEW IDEA and Design	1,426,294	January 27, 1987
NI NEW IDEA and Design	1,498,704	August 2, 1988
NI NEW IDEA and Design	1,477,612	February 23, 1988
NI NEW IDEA and Design	1,477,414	February 23, 1988
NI & Design	1,467,984	December 8, 1987
NO-TIL	848,172	April 30, 1968

United States Trademark Registrations

Page 2 of 3

Trademark	Registrations No.	Registration Date
NI & Design	1,467,984	December 8, 1987
NO-TIL	848,172	April 30, 1968
OLIVER	757,239	September 24, 1963
OLIVER	343,061	February 9, 1937
OLIVER	44,911	July 25, 1905
P and Design	1,047,133	August 31, 1976
PACER	1,029,243	
PATHFINDER (Stylized)	992,453	September 3, 1974
PLANT/AIRE	1,020,372	September 16, 1975
POWER-CRATER	603,921	March 29, 1955
POWER-DIRECTOR	1,026,549	December 9, 1975
PREFERRED 55	1,779,939	July 6, 1993
QUADRA DISC	1,415,597	November 4, 1986
RAYDEX	1,233,306	April 5, 1983
ROTO BOSS	1,043,289	July 13, 1976
ROUND-UP	1,066,091	May 24, 1977
ROUNDER	1,002,626	January 28, 1975
SEED BOSS	1,157,881	June 23, 1981
TIE-GUARD	913,029	June 8, 1971
TRACTION BOOSTER	1,113,089	February 13, 1979
UNI	1,675,801	February 18, 1992
UNI-SYSTEM POWER UNIT	779,031	October 27, 1964

United States Trademark Registrations

Page 3 of 3

Trademark	Registration No.	Registration Date
WFE & Design	1,285,701	July 17, 1984
YARD BOSS	1,029,909	January 13, 1976

United States Trademark Applications

Trademark	Application No.	Filing Date
AGCO	74/167,972	May 20, 1991
AGCO	74/413,543	July 16, 1993
AGCO - TRIANGLE DESIGN	74,413,271	July 19, 1993
COCKSHUTT	74/447,445	October 15, 1993
HART - PARR	74/447,446	October 15, 1993
MINNEAPOLIS - MOLINE	74/439,697	September 24, 1993
NEW IDEA	74/469,923	December 15, 1993
OLIVER	74/439,640	September 24, 1993
PEACE OF MIND	74/413,548	July 16, 1993
SIDEKICK	74/330,998	November 12, 1992
VALUE LINE	74/413,549	July 16, 1993

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Bolivian Trademark Registrations

Trademark	Registration No.	Registration Date
NEW IDEA	48,717	June 12, 1989
UNI-SYSTEM	48,716	June 12, 1989
WHITE	48,718	June 12, 1989

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Canadian Trademark Registrations

Page 1 of 2

Trademark	Registration No.	Registration Date
CHISELVATOR	246,380	
FIELD BOSS	225,149	December 30, 1977
HARVEST BOSS	228,499	June 16, 1978
LANDHANDLER	241,850	
LOAD ALERT	248,762	August 1, 1980
MM	UCA/7617	August 12, 1936
MM MINNEAPOLIS MOLINE	UCA/43407	November 1, 1949
MOLINE	UCA/37482	November 1, 1949
NEW IDEA	TMDA/52307	May 27, 1931
NEW IDEA	242/52307	May 27, 1931
OLIVER	183,368	May 26, 1972
OVER/UNDER HYDRAUL SHIFT	166,312	November 21, 1969
®; ARROWHEAD: CIRCLES CONCENTRIC DEVICE	221,544	June 30, 1977
PLANT/AIRE	222,341	August 12, 1977
RAK-PAK	257,516	April 10, 1981
RAYDEX	341,590	June 17, 1988
ROTO BOSS	273,718	November 12, 1982
SEED BOSS	263,196	October 16, 1981
SHRED BOSS	273,717	November 12, 1982
STAKHAND	182,437	April 14, 1972

Canadian Trademark Registrations

Page 2 of 2

Trademark	Registration No.	Registration Date
THE GLEANER	193/42563	
UNI-SYSTEM	152,708	August 25, 1967
WFE Design	280,018	June 3, 1983
YARD BOSS	274,390	November 26, 1982

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Colombian Trademark Registrations

Trademark	Registration No.	Registration Date
UNI-SYSTEM	135,126	August 20, 1991
WHITE	135,127	August 20, 1991

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Ecuador Trademark Registrations

Trademark	Registration No.	Registration Date
NEW IDEA	1208	May 7, 1990
UNI-SYSTEM	1223	May 7, 1990
WHITE	1212	May 7, 1990

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Peru Trademark Registrations

Trademark	Registrations No.	Registration Date
NEW IDEA	80,470	July 21, 1989

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Venezuela Trademark Applications

Trademark	Registration No.	Registration Date
UNI-SYSTEM	712-89	January 20, 1989

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Argentina Trademark Registrations

Trademark	Registration No.	Registration Date
GLEANER	1,015,043	

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Brazil Trademark Registrations

Trademark	Registration No.	Registration Date
GLEANER	1232/0660733	
NO-TIL	1232/0660734	

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United Kingdom Trademark Registrations

Trademark	Registration No.	Registration Date
GLEANER	890,132	

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Mexico Trademark Registrations

Trademark	Registration No.	Registration Date
GLEANER	241,523	

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Schedule II(B)

GRANTOR: MASSEY FERGUSON ACQUISITION CORP.

PENY-281795.1

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
AFGHANISTAN	MASSFERG		670914	937	961127	VARI	MFDI	I 7. 12
	MF		0	2400	30401	VARI	MFDI	I 7. 12
	TRIP 001	373	660813	1396	961011	VARI	MFDI	I 7. 12
ALBANIA	MASSFERG		670324	11-967-4	981129	MFLT	MFDI	I 7. 12
	TRIP 001		670324	11-966-4	980830	MFLT	MFDI	I 7. 12
ALGERIA	MASSFERG	65	770119	38484	970117	MFLT	MFDI	I 7. 9. 12
	MF	10006	700312	42193	312	MFLT	MFDI	I 7. 12
	TRIP 009	112/87	870204	38545	970204	MFLT	MFDI	I 7. 12
ARGENTINA	FERPLAIN	291197	470530	944658	990311	MFLT	MFDI	L 12
	MASSEY	983056	740321	1151439	950701	MFLT	MFDI	L 5
	MASSEY	983057	740321	1151440	950701	MFLT	MFDI	L 12
	MASSEY	521671	590313	1401277	20731	VARI	MFDI	I 7
	MASSEY	512091	580610	1392475	20331	VARI	MFDI	I 7
	MASSEY	512092	580610	1392476	20331	VARI	MFDI	I 12
	MASSEY	521670	590313	1401276	20731	VARI	MFDI	I 9
	MASSEY	521672	590313	1401278	20731	VARI	MFDI	I 12
	MF	727477	661031	1300801	980721	MFLT	MFDI	L 12
	MF	171192	891114			VARI	MFDI	I 7
	MODEL250	113354	780101	1364320	991020	VARI	MFDI	I 12
	PARTSEAL	1745714	900516	1433571	30430	VARI	MFDI	I 7
	PARTSEAL	1745715	900516	1433572	30430	VARI	MFDI	I 12
	SILH	694515	500424	1793348	1216	VARI	MFDI	I 12
	TRACLIVE	1668983	881025			NMFL	MFDI	I 12
	TRACLIVE	1668985	881025			NMFL	MFDI	I 12
	TRACLIVE	1668984	891025			NMFL	MFDI	I 12
	TRACLIVE	1668986	891025			NMFL	MFDI	I 12
	TRIP 001	512090	531006	1740533	508	MFLT	MFDI	I 7. 12
	TRIP 001	521667	590313	1013829	10120	MFLT	MFDI	L 10
	TRIP 001	512089	551006	1392474	313	VARI	MFDI	I 7
	TRIP 009	1578944	870115	1281396	980405	NMFL	MFDI	I 12
	TRIP 009	1578943	870115	1261333	980405	NMFL	MFDI	I 7
AUSTRALIA	MASSFERG	210136	670508	A210136	20508	VARI	MFDI	I 7
	MASSFERG	210137	670508	A210137	20508	VARI	MFDI	I 12
	MASSFERG	282697	741022	0282697	951022	VARI	MFDI	I 12
	MF	233854	691106	A233854	41106	VARI	MFDI	I 12
	MF	233855	691106	A233855	41106	VARI	MFDI	I 7
	MULTIPWR	188476	640629	B188476	990629	VARI	MFDI	I 12
	TRIP 009	457830	861230	457830	71230	VARI	MFDI	I 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
AUSTRALIA	TRIP 009	457834	861230	457834	71230	VARI	MFDI	I 7
AUSTRIA	MASSEY	AM686/74	740321	78547	941113	MFLT	MFDI	I 7, 12
	MASSFERG	AM2425/58	581119	40568	990204	MFLT	MFDI	L 10, 23
	MF	AM243/71	710201	69868	10830	MFLT	MFDI	I 7, 12
	MULTIPWR	AM542/76	760226	83654	960921	MFLT	MFDI	I 12
	PARTSEAL	AM2403/90	900509	132791	928	VARI	MFDI	I 7, 12
	ROC	AM1949/83	830720	106409	940801	MFLT	MFDI	I 12
	TRIP 001	AM2624/58	581119	40567	990204	MFLT	MFDI	L 10, 23
	TRIP 009	AM111/87	870107	116222	970624	MFLT	MFDI	I 7, 12
BAHRAIN	MF	878180	820926	7405	970926	MFLT	MFDI	I 12
BANGLADESH	MASSFERG	311	720919	311	940919	VARI	MFDI	I 12
	MASSFERG	313	720919	313	940919	VARI	MFDI	I 7
	MF	9200	740423	9200	960423	VARI	MFDI	I 7
	TRIP 003	312	720919	312	940919	VARI	MFDI	I 12
	TRIP 003	314	720919	314	940919	VARI	MFDI	I 7
BARBADOS	MASSFERG		740529	5576	950529	MFLT	MFDI	
	MF		740529	5605	950529	MFLT	MFDI	
BELIZE	MASSFERG	Y	730503	3254	61118	VARI	MFDI	I 12
LORUSSIA	MASSFERG	X	949999	-	-	MFDI	MFDI	I 7, 12
	MF	X	949999	-	-	MFDI	MFDI	I 7, 12
	TRIP 009	X	949999	-	-	MFDI	MFDI	I 7, 12
BENELUX	MASSFERG	693233	870212	151498	970212	VARI	MFDI	I 37
	MASSFERG	535057	740629	46706	970629	VARI	MFDI	I 6, 7, 8, 9, 11, 12
	MF	535054	710629	46703	970629	VARI	MFDI	I 6, 7, 8, 9, 11, 12
	MULTIPWR	612634	760224	338335	960224	VARI	MFDI	I 12
	PARTSEAL	745810	900508	484963	508	VARI	MFDI	I 7, 12
	PWFLOW	621260	771011	348870	971011	VARI	MFDI	I 7
	TRIP 009	691172	870106	425829	970106	NMFL	MFDI	I 7, 11, 12
	TRIP 009	693207	870212	427081	970212	VARI	MFDI	I 37

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
BOLIVIA	FERPLAIN		440821	C6128	940821	MFLT	MFDI	L003
	MASSFERG	X	591027	14996	991027	MFLT	MFDI	L 1. I 7
	MASSFERG	Y	591027	14996	991027	MFLT	MFDI	L 3. I 1
	MF	X	680912	C23837	991015	MFLT	MFDI	L001
	MF	Y	680912	C23838	991015	MFLT	MFDI	L030
	MF	333/71	710309	C25629	10309	MFLT	MFDI	L 23. 17
	MF	802167	800606	C42981	40112	MFLT	MFDI	L 3
	TRIP 001		591027	C14995	991027	MFLT	MFDI	I 7
	TRIP 009	1325	890104	C49479	991128	VARI	MFDI	I 7
	TRIP 009	1324	890104	C49478	991128	VARI	MFDI	I 12
BOPHUTHATSWANA	MASSFERG	60/0309	600127	60/0309	40127	MFLT	MFDI	I 7
	MASSFERG	60/0308	600127	60/0308	40127	MFLT	MFDI	I 12
	MF	866/4134	661012	866/4134	961012	MFLT	MFDI	I 12
	MF	866/4133	661012	866/4133	961012	MFLT	MFDI	I 7
BOTSWANA	MASSFERG	S.A. 3481	720724	S.A. 3481	40127	MFLT	MFDI	I 12
	MASSFERG	S.A. 3482	720724	S.A. 3482	40127	MFLT	MFDI	I 7
	MF	S.A. 3479	720724	S.A. 3479	961012	MFLT	MFDI	I 7
	MF	S.A. 3480	720724	S.A. 3480	961012	MFLT	MFDI	I 12
BRAZIL	FERSCRIPT		431126	2690454	981126	VARI	MFDI	L 7.20
	MASSEY	14937	740821	6295347	960425	VARI	MFDI	L 7.10. 7.20. 7.60
	MASSFERG	413173	591105	3096327	950113	VARI	MFDI	L 7.25. 7.60
	MASSFERG	815215096	891113	815215096	20414	VARI	MFDI	L 37.42. 37.43. 37.4
	MASSFERG	815006810	890803	815006810	20512	VARI	MFDI	L 7.10. 7.20. 7.55
	MASSFERG	815006829	890803	815006829	20512	VARI	MFDI	L 7.60
	MF	796013	670322	7245793	1210	VARI	MFDI	L 7.20. 7.60
	MF	796011	670322	6520472	970310	VARI	MFDI	L 7.10. 7.20. 7.55
	MF	7569890	670322	7245785	1210	VARI	MFDI	L 7.25. 7.60
	MF	815214995	670322	7569890	970310	VARI	MFDI	L 7.60
	MFINDU	815215002	891113	815214995	20623	VARI	MFDI	L 7.10. 7.20. 7.60
	MULTIPWR	23416	790916	6607080	971010	VARI	MFDI	L 37.42. 37.44 BACK
	TRACLIVG	814550789	881108	814550789	11112	MFLT	MFDI	L 7.20. 7.25
	TRIP 001	393431	581015	3684598	980220	VARI	MFDI	L 7.10. 7.20. 7.60
	TRIP 009	815215118	891113			VARI	MFDI	L 37.42. 37.43. 37.4
	TRIP 003	813209927	870203	813209927	11119	VARI	MFDI	L 7.25. 7.50. 7.55
	TRIP 009	813209919	870203	813209919	30112	VARI	MFDI	L 7.60
	TRIP 009	813209900	870203	813209900	20714	VARI	MFDI	L 7.10. 7.15. 7.20

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
BRITAIN	FERPLAIN	683722	491104	2683722	981104	MFDI	MFDI	I 6
	FERPLAIN	688449	500421	2688449	990421	MFDI	MFDI	I 7
	FERPLAIN	688450	500421	2688450	990421	MFDI	MFDI	I 12
	FERPLAIN	688451	500421	2688451	990421	MFDI	MFDI	I 7
	FERPLAIN	688452	500421	2688452	990421	MFDI	MFDI	I 12
	FERPLAIN	1157047	810703	81157047	20703	VARI	MFDI	I 7
	FERPLAIN	1294388	861209	1294388	71209	MFDI	MFDI	I 37
	FERPLAIN	771285	571118	8771285	61118	MFDI	MFDI	I 7
	FERPLAIN	771286	571118	8771286	61118	MFDI	MFDI	I 12
	FERPLAIN	1003848	721228	1003848	71228	MFDI	MFDI	I 7
	FERPLAIN	1003849	721228	1003849	71228	MFDI	MFDI	I 12
	FERPLAIN	1369848	890114	1369848	960114	MFDI	MFDI	I 12
	FERPLAIN	1297110	870105	1297110	80106	MFDI	MFDI	I 42
	FERPLAIN	878179	650413	878179	413	MFDI	MFDI	I 36
	FERPLAIN	878180	650413	878180	413	MFDI	MFDI	I 7
	FERPLAIN	1391238	890707	1391238	413	MFDI	MFDI	I 12
	FERPLAIN	1294389	861209	1294389	71209	MFDI	MFDI	I 42
	FERPLAIN	1088805	771230	1088805	981230	MFDI	MFDI	I 37
	FERPLAIN	8910906	670620	8910906	20620	MFDI	MFDI	I 7
	FERPLAIN	1426086	900427	1426086	970427	MFDI	MFDI	I 12
	FERPLAIN	1426087	900427	1426087	970427	MFDI	MFDI	I 7
	FERPLAIN	1084782	771007	1084782	981007	MFDI	MFDI	I 12
	FERPLAIN	1192989	830326	1192989	40326	MFDI	MFDI	I 7
	FERPLAIN	688448	500421	688448	990421	MFDI	MFDI	I 12
	FERPLAIN	688447	500421	688447	990421	MFDI	MFDI	I 12
	FERPLAIN	1145589	801212	1145589	990421	MFDI	MFDI	I 7
	FERPLAIN	890187	660203	890187	10203	MFDI	MFDI	I 12
	FERPLAIN	1297112	870106	1297112	80106	MFDI	MFDI	I 7
	FERPLAIN	1369853	890114	1369853	960114	MFDI	MFDI	I 36
	FERPLAIN	1003846	721228	1003846	71228	MFDI	MFDI	I 42
	FERPLAIN	1003847	721228	1003847	71228	MFDI	MFDI	I 7
	FERPLAIN	1294390	861209	1294390	71209	MFDI	MFDI	I 12
BULGARIA	MASSEY	859	740817	9627	940817	VARI	MFDI	I 7, 12
	MASSEY	8902	890630	17081	990630	VARI	MFDI	I 7, 12
	MASSEY	660	721024	8636	21024	VARI	MFDI	I 7, 12
	MASSEY	7842	890112	17149	990112	VARI	MFDI	I 7, 12
CANADA	FERPLAIN	180807	0	UCA16710	20314	MFDI	MFDI	TO BE ABANDONED AT N
	FERPLAIN	317203	681120	164103	990718	MFDI	MFDI	(TO
	FERPLAIN	276698	630719	133649	81129	MFDI	MFDI	(
	FERPLAIN	380252	741105	213629	60507	MFDI	MFDI	
	FERPLAIN	298900	660810	150872	970519	MFDI	MFDI	
	FERPLAIN	380253	741105	213630	60507	MFDI	MFDI	AS
	FERPLAIN	380253	741105	213630	60507	MFDI	MFDI	

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
CANADA								
	MULTIGRD	358086	721023	218336	70114	MFDI	MFDI	
	MULTIPWR	274546	630319	141358	950820	MFDI	MFDI	
	PARTSEAL	659693	300611	-	-	MFDI	MFDI	
	PERMATRN	358085	300000	195717	31123	MFDI	MFDI	
	SILH	283135	640622	140892	950625	MFDI	MFDI	
	TRIP 001	245178	580412	132536	60830	MFDI	MFDI	TO BE ABANDONED AT N
	TRIP 003	408384	770314	233989	90629	MFDI	MFDI	
ILE								
	MASSFERG	81648A	590417	354591	502	VARI	MFDI	I 7, 12
	MF	491278	680911	353562	402	VARI	MFDI	I 7, 12
	TRIP 001	120237	581003	221684	990528	VARI	MFDI	I 7, 9, 12
	TRIP 003	54854	790312	352885	316	VARI	MFDI	I 7, 12
	TRIP 009	85691	870105	318645	970409	VARI	MFDI	I 7, 12
CHINA								
	MASSFERG	94004783	940115	-	-	MFDI	MFDI	I 12
	MASSFERG	94004782	940115	-	-	MFDI	MFDI	I 7
	TRIP 001	X	0	39277	10824	VARI	MFDI	L 2
	TRIP 001	Y	0	39278	10824	VARI	MFDI	L 4
	TRIP 007	9003651	900213	578606	21001	VARI	MFDI	I 12
	TRIP 007	9003650	900213	549544	10419	VARI	MFDI	I 7
COLOMBIA								
	MASSFERG	X	580310	44219	940829	MFLT	MFDI	I 7
	MASSFERG	Y	580310	44220	940829	MFLT	MFDI	I 12
	MF	X	680913	44222	940829	MFLT	MFDI	I 12A
	MF	111482	680913	44221	940829	MFLT	MFDI	I 7A
	TRIP 001	X	581003	44221	940829	MFLT	MFDI	L 5A
	TRIP 001		581003	44222	940829	MFLT	MFDI	L 12A
COSTA_RICA								
	MASSFERG	76693	910809	76693	10809	VARI	MFDI	I 7
	MASSFERG	76689	910808	76689	10808	VARI	MFDI	I 12
	MF	73682	901120	73682	1120	VARI	MFDI	I 12
	MF	75181	910415	75181	10415	VARI	MFDI	I 7
CROATIA								
	MASSFERG	2933017N	930927	-	-	VARI	MFDI	I 7, 12
	MF	X	930309	-	-	VARI	MFDI	I 7, 12
	TRIP 009	2932028N	930826	-	-	VARI	MFDI	I 7, 12
CUBA								
	FERPLAIN		0	79228	950418	MFLT	MFDI	L 12

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
CUBA	MASSEY	214262	750218	111955	960701	MFLT	MFDI	L 16
	MASSEY	214263	750218	111442	960525	MFLT	MFDI	L 27
	MASSEY	10328	581224	105058	10515	MFLT	MFDI	L 16
	MASSEY	188988	581021	105061	10515	MFLT	MFDI	L 12
	MF	212961	730131	110852	20517	MFLT	MFDI	L 11
	MF	218606	800328	113505	971225	MFLT	MFDI	L 16
	MF	212962	730131	-	-	MFLT	MFDI	L 12
	TRIP 001	190329	581224	105078	10516	MFLT	MFDI	L 16
PRUS	MASSEY	12440	691218	812440	41218	VARI	MFDI	I 7
	MASSEY	12441	691218	812441	41218	VARI	MFDI	I 12
	MF	14536	721031	14536	71031	VARI	MFDI	I 7
	MF	14537	721031	14537	71031	VARI	MFDI	I 12
	TRIP 007	32726	900725	-	-	VARI	MFDI	I 7
	TRIP 007	32727	900725	-	-	VARI	MFDI	I 12
CZECH REP	MASSEY	1587/1958	581006	2193/1960	917	MFDI	MFDI	I 7, 12
	MF	2213/1971	710406	3148/1972	20929	MFDI	MFDI	I 7, 12
	MULTIPWR	892/1976	760224	3059/1976	960903	MFDI	MFDI	I 7, 12
	PARTSEAL	3705/1990	900508	1442/1992	20313	MFDI	MFDI	I 7, 12
	TRIP 009	85/1987	870107	4924/1990	727	MFDI	MFDI	I 7, 12
DENMARK	MASSEY	1587/1958	581006	2193/1960	917	MFDI	MFDI	I 7, 12
	MF	2213/1971	710406	3148/1972	20929	MFDI	MFDI	I 7, 12
	MULTIPWR	892/1976	760224	3059/1976	960903	MFDI	MFDI	I 7, 12
	PARTSEAL	3705/1990	900508	1442/1992	20313	MFDI	MFDI	I 7, 12
	TRIP 009	85/1987	870107	4924/1990	727	MFDI	MFDI	I 7, 12
INICAN REP	FERPLAIN	X	440630	5067	40630	MFLT	MFDI	L 17
	FERPLAIN	Y	470703	6142	70731	MFLT	MFDI	L 17
	MASSEY	Z	940415	71081	140415	MFLT	MFDI	L 25
	MF	X	841010	38706	950330	MFLT	MFDI	L 25
	MF	Y	840330	37674	941030	MFLT	MFDI	L 17
ECUADOR	TRIP 009	X	940415	71084	140415	MFDI	MFDI	L 25
	MASSEY	45403	940228	116-85	-	MFDI	MFDI	I 12
	MASSEY	45404	940228	116-85	-	MFDI	MFDI	I 7
	TRIP 004	292/59	580722	1117-90	940910	MFLT	MFDI	I 7
	TRIP 009	14523	890119	1118-90	950507	VARI	MFDI	I 7
	TRIP 009	14524	890119	1118-90	950507	VARI	MFDI	I 12

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
EGYPT	MASSFERG 39788	39788	620829	39788	20829	VARI	MFDI	I 7
	MASSFERG 39789	39789	620829	39789	20829	VARI	MFDI	I 12
	MASSFLOC 40201	40201	630101	40201	30101	VARI	MFDI	I 7
	MASSFLOC 40202	40202	630101	40202	30101	VARI	MFDI	I 12
	MF 45683	45683	691109	45683	991109	VARI	MFDI	I 7
	MF 45684	45684	691109	45684	991109	VARI	MFDI	I 12
	TRIP 001 39790	39790	620829	39790	20829	VARI	MFDI	I 7
	TRIP 001 39791	39791	620829	39791	20829	VARI	MFDI	I 12
	TRIP 009 73579	73579	890107	73579	990107	VARI	MFDI	I 7
	TRIP 009 73580	73580	890107	73580	990107	VARI	MFDI	I 12
EL SALVADOR	MASSFERG 175	175	800508	175	508	MFLT	MFDI	L 19, 26, 31, 127, 1
	MF 81	81	0	81	100312	VARI	MFDI	L 17, 19
	TRIP 009 E-4091-93	E-4091-93	931109		-	MFDI	MFDI	I 12
ESTONIA	MASSFERG 9258	9258	931102	-	-	MFDI	MFDI	I 7, 12
	MF 9259	9259	931102	-	-	MFDI	MFDI	I 7, 12
	TRIP 009 7172	7172	930818		-	MFDI	MFDI	I 7, 12
ETHIOPIA	MF/MASSF TRIP 009 325-326	325-326	0	3678	990430	MFLT	MFDI	I 7, 12
			0	01074	951107	VARI	MFDI	I 7, 12
FINLAND	MASSFERG 2544/62	2544/62	620821	46430	950321	MFLT	MFDI	I 7, 12
	MF 285/71	285/71	711201	64017	950710	MFLT	MFDI	I 7, 12
	MULTIPWR 907/76	907/76	760224	73283	520	MFLT	MFDI	I 12
	PARTSEAL 2446/90	2446/90	900509	116705	20205	VARI	MFDI	I 7, 12
	ROC 4173/83	4173/83	830808	94982	950220	VARI	MFDI	I 7, 12
	TRIP 009 3/87	3/87	870102	103170	990120	VARI	MFDI	I 7, 12
FRANCE	COLORTC 637140	637140	820803	1210869	20803	MFLT	MFDI	I 2
	MASSFERG X	X	850808	1319873	950808	VARI	MFDI	I 7, 12
	MASSFERG 792727	792727	850422	1351779	960422	VARI	MFDI	I 28
	MF 235020	235020	761227	1385197	961219	VARI	MFDI	I 7, 11, 12
	MULTIPWR 83004	83004	640703	1486457	980902	VARI	MFDI	I 7, 12
	PARTSEAL 210046	210046	900516	1693350	516	VARI	MFDI	I 7, 12
	PWRFLOW 258805	258805	771012	1489136	971009	VARI	MFDI	I 7, 12
	REDWHITE 296404	296404	780926	1487148	980907	VARI	MFDI	I 7, 12, 37, 39
	ROC 523977	523977	790725	1534042	990602	VARI	MFDI	I 7, 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
FRANCE	ROCLABEL	523978	790725	1534043	990602	VARI	MFDI	I 7, 12
	TRACLIVE	923800	880429	1498739	980429	VARI	MFDI	I 12
	TRACLIVG	923801	880429	1498740	980429	VARI	MFDI	I 12
	TRACLIVH	923802	880429	1498741	980429	VARI	MFDI	I 12
	TRIP 001	00000	850808	1319874	950808	VARI	MFDI	I 1, 4, 6, 7, 9, 11,
	TRIP 009	831299	861299	1387203	961231	VARI	MFDI	I 7, 12
CAMBIA	MF	4534	730315	4534	10315	MFLT	MFDI	L 6
	MF	4535	730315	4535	10315	MFLT	MFDI	L 7
GERMANY	COLORTRC	M51793/2WZ	820731	1045703	20731	MFLT	MFDI	I 2
	FERPLAIN	M10222	550902	707487	950902	MFLT	MFDI	L 23
	MASSFERG	M5847E/2BWZ	860502	1101996	960502	MFLT	MFDI	I 28
	MASSFERG	W34268	581120	625431	981120	MFLT	MFDI	I 7, 12
	MASSFERG	M14271/23WZ	581118	729088	981118	MFLT	MFDI	L 23, 9B, 9F, 10
	MASSFERG	M24200/20BWZ	650318	812578	950318	MFLT	MFDI	L 20B
	MASSFERG	M4762037/WZ	791129	1028554	991129	MFLT	MFDI	I 37
	MASSFERG	M31997/7WZ	691104	933129	991105	MFLT	MFDI	I 7, 12
	MF	M47621/37WZ	791129	1016110	991129	MFLT	MFDI	I 37
	MF	M23751/23WZ	641203	810103	941203	MFLT	MFDI	I 12
	MULTIPWR	V22121/7WZ	900512	1181212	513	VARI	MFDI	I 7, 12
	PARTSEAL	M44089/7WZ	780107	986438	950902	MFLT	MFDI	L 23
	PWRFLOW	M10221	550902	706942	981120	MFLT	MFDI	I 7, 12
	SILH	W34267	581120	625430	981118	MFLT	MFDI	I 7, 12
	TRIP 001	M14272	581118	810142	950318	MFLT	MFDI	I 20
	TRIP 001	M24199/20BWZ	650318	812577	971224	MFLT	MFDI	I 7, 12
	TRIP 003	M44064/12WZ	771224	1006740	970319	MFLT	MFDI	I 7, 12
	TRIP 007	M60338/7WZ	870319	1127354				
ANA	MASSFERG	18822	730313	18822	80313	MFLT	MFDI	I 12
	MASSFERG	18823	730313	18823	80313	MFLT	MFDI	I 7
	MF	19319	731227	19319	941227	MFLT	MFDI	I 12
	MF	19318	731227	19318	941227	MFLT	MFDI	I 7
	TRIP 003	19316	731227	19316	941227	MFLT	MFDI	I 7
GREECE	TRIP 003	19317	731227	19317	941227	MFLT	MFDI	I 12
	TRIP 007	24528	890124	24528	960124	VARI	MFDI	I 12
	TRIP 009	24529	890124	24529	960124	VARI	MFDI	I 7
	FERPLAIN		501213	17182/1719	1213	MFLT	MFDI	L 17
	MASSFERG	24113	590309	24113	990309	MFLT	MFDI	I 7, 12
	MF	44532	700704	44532	704	MFLT	MFDI	I 7, 12
	TRIP 001	24112	590309	24112	990309	MFLT	MFDI	I 7, 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
GREECE	TRIP 007	84839	870212	84839	970212	MFLT	MFDI	I 7, 12
GUATEMALA	FERPLAIN	Y	0	57656	990309	MFLT	MFDI	L 33
	MASSFERG	27258	730507	27258	31004	MFLT	MFDI	L 19
	MASSFERG	27259	730507	27259	31004	MFLT	MFDI	L 23
	MF	X	730507	27261	31004	MFLT	MFDI	L 19
	MF	Y	730507	27260	31004	MFLT	MFDI	L 23
GUERNSEY	MASSFERG	Y	0	8771286	61118	MFLT	MFDI	I 12
GUYANA	MASSFERG	4295A	580725	4295A	70725	MFLT	MFDI	I 7
	MASSFERG	4297A	580725	4297A	70725	MFLT	MFDI	I 12
	MF	8841C	720408	8841C	413	MFLT	MFDI	I 12
	MF	8842C	720408	8842C	413	MFLT	MFDI	I 7
	TRIP 009	35/1990	890202	12897A	960202	VARI	MFDI	I 7
	TRIP 009	Y	890202	12898A	960202	VARI	MFDI	I 12
HAITI	FERPLAIN	630G	471203	76REG35	971203	MFLT	MFDI	I 12
	MASSFERG	631G	840207	169REG78	970203	MFLT	MFDI	I 12
	MASSFERG		840207	170REG78	970203	MFLT	MFDI	I 7
HONDURAS	FERPLAIN	X	0	3116	941024	MFLT	MFDI	I 7
	MASSFERG	X	730413	21294	40530	MFLT	MFDI	I 7
	MASSFERG	Y	0	43727	941209	MFLT	MFDI	I 12
	MF		730413	21293	40530	MFLT	MFDI	
HONG_KONG	MF	884	740715	744/1979	950715	MFLT	MFDI	I 12
HUNGARY	MASSFERG	106009	620823	114878	20823	MFLT	MFDI	I 7, 12
	TRIP 001	106010	620823	114879	20823	MFLT	MFDI	I 7, 12
ICELAND	MASSFERG	335/1972	721026	50/1973	30212	MFLT	MFDI	I 7, 12
	MF	334/1972	721026	49/1973	30212	MFLT	MFDI	I 7, 12
	TRIP 007	975/1988	881221	312/1989	990417	VARI	MFDI	I 7, 12 (L13.15)

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
INDIA	MASSFERG	522052	891229		961229	VARI	MFDI	I 12
	MASSFERG	522057	891229		961229	VARI	MFDI	I 7
	MASSFERG	194119	600119	194119B	950119	MFLT	MFDI	I 7
	MASSFERG	194120	600119	194120	950119	MFLT	MFDI	I 12
	MASSFERG	260492	691107	260492	971107	MFLT	MFDI	I 12
	MF	260493	691107	260493	971107	MFLT	MFDI	I 7
	MF	260493	900516		-	VARI	MFDI	I 12
	PARTSEAL	529831	900516		-	VARI	MFDI	I 7
	PARTSEAL	529830	880714		-	NMFL	MFDI	I 12
	SILH	494357	610510	202362B	960510	MFLT	MFDI	I 7
	TRIP 001	202362	610510	202363B	960510	MFLT	MFDI	I 12
	TRIP 001	202363	590105	158367	10105	MFLT	MFDI	I 7
	TRIP 007	188367	881226		951226	MFLT	MFDI	I 7
	TRIP 007	502911	881226		951226	MFLT	MFDI	I 12
	TRIP 007	502906	881226					
INDONESIA	MASSFERG	Y	0	225638	971008	MFLT	MFDI	I 6, 7, 8, 22
	MASSFERG	X	0	225639	971008	MFLT	MFDI	I 7, 9, 11, 12
	MF/MASSE		730618	225130	970929	MFLT	MFDI	I 7, 12
	PARTSEAL	X	900531		-	VARI	MFDI	I 7
	PARTSEAL	Y	900531		-	VARI	MFDI	I 12
	TRIP 001		621102	106091	950217	MFLT	MFDI	I 7, 12
	TRIP 009		870115	228308	971207	NMFL	MFDI	I 7, 12
IRAN	MASSFERG	23526	580710	18414	980710	VARI	MFDI	I 6, 7, 12
	MASSFERG	63637	750719	43691	950719	VARI	MFDI	I 7, 12
	MF	54991	720719	37785	20719	VARI	MFDI	I 7, 12
	TRIP 001	23440	580619	18411	980619	VARI	MFDI	I 6, 7, 12
IRAQ	FERPLAIN	32305	920316		-	VARI	MFDI	I 7
	MASSFERG	6736	580826	6738	30826	MFLT	MFDI	I 7, 12
	MF	19520	720821	19520	20801	MFLT	MFDI	I 7, 12
	PARTSEAL	31943	900606		-	VARI	MFDI	I 7, 12
	TRIP 001	6737	580826	6737	30826	MFLT	MFDI	I 7, 12
IRELAND	FERPLAIN	X	500222	51557	60222	MFLT	MFDI	I 7
	MASSFERG	Y	610120	863389	30120	MFLT	MFDI	I 7
	MASSFERG		610120	863370	30120	MFLT	MFDI	I 12
	MF	1883	691104	877849	41104	MFLT	MFDI	I 7
	MF	1884	691104	877849	41104	MFLT	MFDI	I 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
IRELAND	TRIP 001	504	580609	61995	609	MFLT	MFDI	I 7
	TRIP 007	4141/86	861231	121930	71231	NMFL	MFDI	I 7
	TRIP 007	4142/86	861231	121931	71231	NMFL	MFDI	I 12
ISRAEL	FERPLAIN		500807	11024	990807	MFLT	MFDI	I 7
	MASSFERG	19972	610716	19972	960716	MFLT	MFDI	I 7
	MASSFERG	19973	610716	19973	960716	MFLT	MFDI	I 12
	MF	31059	691106	31059	41106	MFLT	MFDI	I 7
	MF	31060	691106	31060	41106	MFLT	MFDI	I 12
	SILH		500807	11027	990807	MFLT	MFDI	I 12
	TRIP 001	19970	610716	19970	960716	MFLT	MFDI	I 7
	TRIP 001	19971	610716	19971	960716	MFLT	MFDI	I 12
	TRIP 009	71298	890105	71298	960105	VARI	MFDI	I 7
	TRIP 009	71299	890105	71299	960105	VARI	MFDI	I 12
ITALY	COLORTRC	207744C/82	820803	409300	20803	MFLT	MFDI	I 2
	FERPLAIN		470201	484086	70201	MFLT	MFDI	I 11
	MASSFERG	148745	580628	257792	980628	MFLT	MFDI	I 13
	MASSFERG	22178C/79	791129	377533	991129	MFLT	MFDI	I 7, 12
	MF	12248C	661028	498907	61028	MFLT	MFDI	I 37
	MF	22177C/79	791129	377532	981129	MFLT	MFDI	I 7, 11, 12
	PARTSEAL	20855C/90	900530	370910	100530	VARI	MFDI	I 37
	PWRFLOW	20716C/77	771014	370910	971014	MFLT	MFDI	I 7, 12
	SILH	C/786	650316	445862	50316	MFLT	MFDI	I 7
	TRIP 001	148746	580628	357793	980628	MFLT	MFDI	I 12
	TRIP 007	16971C/87	870123	493907	70123	MFLT	MFDI	I 7, 12
	MASSFERG	X	581215	8365	71215	MFLT	MFDI	I 12
JAMAICA	MASSFERG	Y	561215	8275	71215	MFLT	MFDI	I 7
	MF	19678	730416	819678	80416	MFLT	MFDI	I 12
	MF	21105	581215	7951	71215	MFLT	MFDI	I 7
	TRIP 001	X	581215	7986	71215	MFLT	MFDI	I 7
	TRIP 001	Y	581215	7986	71215	MFLT	MFDI	I 12
	TRIP 007	7/407	890130		-	VARI	MFDI	I 7
	TRIP 007	12/538	890130		-	VARI	MFDI	I 12
	MASSFERG	20461/58	580722	585374	20420	MFLT	MFDI	I 12
	MF	104578/72	720731	1377218	990427	MFLT	MFDI	L 17
	MF	41955/76	760625	2265733	921	MFLT	MFDI	L 12
JAPAN	MASSFERG	104577/72	720731	2072823	980829	MFLT	MFDI	L 9
	MF	10335/87	870205	2315138	10628	VARI	MFDI	L 12
	TRIP 009	10334/87	870205	2191188	991128	VARI	MFDI	L 9
	TRIP 009							

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
JERSEY	MASSFERG	Y	660103	82402	61118	MFLT	MFDI	I 12
JORDAN	MASSFERG	12325	721209	12325	71209	VARI	MFDI	I 7
	MASSFERG	12328	721209	12328	71209	VARI	MFDI	I 12
	MF	12330	721209	12330	71209	VARI	MFDI	I 12
	MF	12327	721209	12327	71209	VARI	MFDI	I 7
	TRIP 009	27672	900502	26093	970502	VARI	MFDI	I 12
	TRIP 009	27671	900502	26082	970502	VARI	MFDI	I 7
KENYA	MASSFERG	13663	651217	13663	1217	VARI	MFDI	I 7
	MASSFERG	13664	651217	13664	1217	VARI	MFDI	I 12
	MF	20289	730521	20289	80521	VARI	MFDI	I 7
	MF	20290	730521	20290	80521	VARI	MFDI	I 12
	TRIP 001	13665	651217	13665	1217	VARI	MFDI	I 7
	TRIP 001	13666	651217	13666	1217	VARI	MFDI	I 12
	TRIP 007	36280	880415	-	-	VARI	MFDI	I 12
	TRIP 007	36279	880415	-	-	VARI	MFDI	I 7
KUWAIT	MF	6772	740119	6338	40119	MFLT	MFDI	I 7
	MF	6773	740119	6339	40119	MFLT	MFDI	I 12
KYRGYZSTAN	MASSFERG	USSR62204	720621	USSR46395	20621	MFLT	MFDI	I 7, 12
	MF	USSR62203	720621	USSR46779	20621	MFLT	MFDI	I 7, 12
	TRIP 009	X	949999	-	-	MFDI	MFDI	I 7, 12
LATVIA	MASSFERG	M-93-7833	930820	-	-	MFDI	MFDI	I 7, 12
	MF	M-93-7832	930820	-	-	MFDI	MFDI	I 7, 12
	TRIP 009	M9307573	930806	-	-	MFDI	MFDI	I 7, 12
LEBANON	MASSFERG	238/118783	900618	35683	81104	VARI	MFDI	I 7, 12
	TRIP 009		900618	54304	50618	VARI	MFDI	I 7, 12
LESOTHO	MASSFERG	9483	661012	9483	40127	MFLT	MFDI	I 12

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
LESOTHO	MASSFERG	3481	661012	9481	40127	MFLT	MFDI	I 7
	MF	9480	600127	9480	940127	MFLT	MFDI	I 12
	MF	9482	600127	9482	940127	MFLT	MFDI	I 7
LIBERIA	MASSFERG		721121	1288/666	21121	MFLT	MFDI	
	MF		721121	1288/665	21121	MFLT	MFDI	
IBYA	MASSFERG	3051	650713	3051/3798	950713	VARI	MFDI	I 7
	MASSFERG	3054	650713	3054/3081	950713	VARI	MFDI	I 12
	MF	6758/8002	721230	6758/8002	21230	VARI	MFDI	I 7
	MF	6759/8003	721230	6759/8003	21230	VARI	MFDI	I 12
	MFLOCAL	5825895	800409	5825895	409	MFLT	MFDI	I 7, 12
	TRIP 001	3052	650713	3052/3799	950713	VARI	MFDI	I 7
	TRIP 001	3053	650713	3053/3800	950713	VARI	MFDI	I 12
	TRIP 007	5465	891228			VARI	MFDI	I 7
	TRIP 007	5464	891228			VARI	MFDI	I 12
LITHUANIA	MASSFERG	RL10635	930826	-	-	MFDI	MFDI	I 7, 12
	MASSFERG	RL10634	930826	-	-	MFDI	MFDI	I 7, 12
	TRIP 009	ZP10448	930818	-	-	MFDI	MFDI	I 7, 12
MACEDONIA	MASSFERG	1556	930920	-	-	VARI	MFDI	I 7, 12
	MF	1555	930920	-	-	VARI	MFDI	I 7, 12
	TRIP 009	Z401/93	930920	-	-	MFDI	MFDI	I 7, 12
LAWI	MASSFERG	794/62	620815	794/62	970815	MFLT	MFDI	I 7
	MASSFERG	795/62	620815	795/62	970815	MFLT	MFDI	I 12
	MF	121/73	730323	121/73	80323	MFLT	MFDI	I 7
	MF	122/73	730323	122/73	80323	MFLT	MFDI	I 12
	ROC	107/85	850129	107/85	70129	MFLY	MFDI	I 12
	TRIP 001	796/62	620815	796/62	970815	MFLT	MFDI	I 7
	TRIP 001	797/62	620815	797/62	970815	MFLT	MFDI	I 12
	TRIP 009	37/89	890208	37/89	960208	VARI	MFDI	I 7
	TRIP 009	38/89	890208	38/89	960208	VARI	MFDI	I 12
MALAYSIA	MASSFERG	M/B39795	630521	M/B39795	980521	MFLT	MFDI	I 12
	MASSFERG	M/B39797	630521	M/B39797	980521	MFLT	MFDI	I 7
	MF	M/061141	71122	M/061141	71122	MFLT	MFDI	I 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
MALAYSIA	SILH	M/39793	630521	M/839793	380521	VARI	MFDI	I 12 NEW NO.
	TRIP 001	M/39794	630521	M/39794	930521	VARI	MFDI	I 12
	TRIP 001	M/39796	630521	M/39796	980521	MFLT	MFDI	I 7 NEW NO. 1
	TRIP 007	89/00206	630112			VARI	MFDI	I 7
	TRIP 007	89/00205	890112			VARI	MFDI	I 12
MAURITIUS	MASSFERG		721103	275	71103	MFLT	MFDI	
	MF		740326	274	950320	MFLT	MFDI	
MEXICO	MASSFERG	105977	90.005			VARI	MFDI	I 7
	MASSFERG	83718	580730	97461	30730	VARI	MFDI	L 23
	MF	8065	670103	140351	20103	MFLT	MFDI	I 7, 12
	PARTSEAL	88541	900606	386734	950606	VARI	MFDI	I 7
	PARTSEAL	88542	900606	385084	950606	VARI	MFDI	I 12
	TRACLING	55021	890123	366109	990123	MFLT	MFDI	L 23
	TRIP 001	178226	810105	267576	10105	MFLT	MFDI	I 7, 8, 9, 11, 12, 1
	TRIP 007	125872	911031			MFLT	MFDI	I 12
	TRIP 007	51824	881109			MFLT	MFDI	L 23
	TRIP 007	52098	0			MFLT	MFDI	L 19
MOLDOVIA	MASSFERG	USSR62204	720621	USSR46395	20621	MFLT	MFDI	I 7, 12
	MF	USSR62203	720521	USSR46779	20621	MFLT	MFDI	I 7, 12
	TRIP 009	X	949999			MFDI	MFDI	I 7, 12
MONACO	MASSFERG	5572	720822	72.5596	970822	MFLT	MFDI	I 7, 12
	MF	5573	720822	72.5597	970822	MFLT	MFDI	I 7, 12
MOROCCO	FERPLAIN		470502	38570	70224	MFLT	MFDI	I 7
	MASSFERG	17209	0	32726	21016	MFLT	MFDI	I 7, 12
	MF	23662	720908	23552	120908	MFLT	MFDI	I 7, 12
	TRIP 001	17210	0	32724	21016	MFLT	MFDI	I 7, 12
	TRIP 009	PV405	870126	38418	70126	MFLT	MFDI	I 7, 12
MOZAMBIQUE	MASSFERG	Y	0	168955	10524	VARI	MFDI	I 7A
	MASSFERG	X	0	168954	10524	MFLT	MFDI	I 7A
	MASSFERG	170975	0	170975	10905	MFLT	MFDI	I 7A
	MASSFERG	170974	0	170974	10905	MFLT	MFDI	I 12A
	TRIP 001	X	0	169038	10524	VARI	MFDI	I 12

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
MOZAMBIQUE	TRIP 001	U	0	162800	802	MFLT	MFDI	I 12A
	TRIP 001	V	0	162801	802	MFLT	MFDI	I 7
MYANMAR	MASSFERG	X	0	709/88	930806	MFLT	MFDI	L 37
	TRIP 009		910509	1093/91	961128	VARI	MFDI	I 7. 12
'MIBIA	MASSFERG	72/494	721228	72/494/1	961228	MFLT	MFDI	I 7
	MASSFERG	72/495	721228	72/494/2	961228	MFLT	MFDI	I 12
	MF	72/497	721228	72/497/1	961228	MFLT	MFDI	I 7
	MF	72/498	721228	72/497/2	961228	MFLT	MFDI	I 12
NEPAL	MASSFERG		581024	1412/025	941018	MFLT	MFDI	I 12
	TRIP 007		0	8145/048	980903	VARI	MFDI	
NETH_ANTILLES	MF		720720	8705	20720	MFLT	MFDI	
NEW_ZEALAND	FERPLAIN	48611	491221	48611	981221	MFLT	MFDI	I 7
	FERPLAIN	48613	491221	48613	981221	MFLT	MFDI	I 12
	MASSFERG	62173	580618	862173	70618	MFLT	MFDI	I 7
	MASSFERG	62174	580618	862174	70618	MFLT	MFDI	I 12
	MF	91931	691106	91931	41106	MFLT	MFDI	I 7
	MF	91932	691106	91932	41106	MFLT	MFDI	I 12
	SILK	48612	491221	48612	981221	MFLT	MFDI	I 7
	SILK	48614	491221	48614	981221	MFLT	MFDI	I 12
	TRIP 007	190185	890105	190185	960105	VARI	MFDI	I 7
	TRIP 007	190186	890105	190186	960105	VARI	MFDI	I 12
	MASSFERG	9758	580628	9758	990119	MFLT	MFDI	I 12
	MASSFERG	9759	580628	9759	990119	MFLT	MFDI	I 7
NICARAGUA	TRIP 003	9756	580628	9756	990119	MFLT	MFDI	I 12
	TRIP 003	9757	580628	9757	990119	MFLT	MFDI	I 7
	TRIP 009	Y	910412	20850CC	11216	VARI	MFDI	I 12
	TRIP 009	X	910412	20851CC	11216	VARI	MFDI	I 7
NIGERIA	MASSFERG	RTM317/73/4	730428	24567	80428	MFLT	MFDI	I 7
	MASSFERG	RTM316/73/4	730428	29037	940428	MFLT	MFDI	I 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
NIGERIA	MF	RTM319/73/4	730428			MFLT	MFDI	I 7
	MF	RTM318/73/4	730428			MFLT	MFDI	I 12
	TRIP 007	TP.5304/89	890123			VARI	MFDI	I 12
	TRIP 007	TP.5305/89	890120			VARI	MFDI	I 7
NORWAY	MASSFERG	65580		53552	981117	MFDI	MFDI	I 7, 9, 12
	MF	101057	690916	82161	10721	MFDI	MFDI	I 7, 12
	MULTIPWR	760515	760224	98148	970127	MFLT	MFDI	I 12
	PARTSEAL	902407	900508	150219	20423	VARI	MFDI	I 7, 12
	TRIP 001	65581	0	53011	981117	MIDI	MFDI	I 7, 9, 12
	TRIP 009	665250	861230	132920	980304	MFDI	MFDI	I 7, 12
OAPI	MASSFERG	55009	651030	4785	951030	MFLT	MFDI	I 7, 11, 12
	MF	52210	720728	12077	20728	MFLT	MFDI	I 7, 12
	TRIP 001	55008	651030	5863	951030	MFLT	MFDI	I 7, 11, 12
	TRIP 009	1767	890711	1767	990711	VARI	MFDI	I 12
PAKISTAN	FERPLAIN	42692	500902	11867	20902	MFLT	MFDI	I 7
	MASSFERG	42695	650107	42692	20107	MFLT	MFDI	I 7
	MASSFERG	86103	650108	42695	20108	VARI	MFDI	I 12
	MASSFLOC	86102	850424	86103	70423	VARI	MFDI	I 7
	MF	52562	850424			MFLT	MFDI	I 12
	MF	52563	691112	52562	61112	VARI	MFDI	I 12
	MFBOX	89672	691112	52563	61112	VARI	MFDI	I 12
	MFLOCAL	86104	0			VARI	MFDI	I 12
	MFLOCAL	86100	850424	86104	70423	MFLT	MFDI	I 7
	PARTSEAL	106928	850424			MFLT	MFDI	I 12
	PARTSEAL	106927	900526			VARI	MFDI	I 7
	TRACLIVE	101565	900526			VARI	MFDI	I 12
	TRACLIVE	101564	890214			NMFL	MFDI	I 12
	TRIP 001	89673	890214			NMFL	MFDI	I 12
	TRIP 001	42693	0			VARI	MFDI	I 12
	TRIP 001	42696	650108	42693	20107	VARI	MFDI	I 7
	TRIP 009	93056	650108	42696	20108	VARI	MFDI	I 12
	TRIP 009	93055	870121			MFLT	MFDI	I 12
	TRIP 009	93055	870121	93055	90121	VARI	MFDI	I 7
PANAMA	MASSFERG	615893	730614	18361	31203	VARI	MFDI	L 6
	MF	615892	730614	18374	31212	VARI	MFDI	L 6

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
PANAMA	TRIP 009	054422	900830	054422	11119	VARI	MFDI	I 7
	TRIP 009	054423	900830	054423	11119	VARI	MFDI	I 12
PARAGUAY	MASSFERG X		621106	104725	21013	MFLT	MFDI	I 7
	MASSFERG Y		621106	104726	21013	MFLT	MFDI	I 12
	TRIP 009	5320/89	0	137156	991103	VARI	MFDI	I 12
	TRIP 009	5321/89	0	137157	991103	VARI	MFDI	I 7
PERU	MASSFERG X		0	22988	981228	VARI	MFDI	I 7
	MASSFERG Y		0	20590	981228	VARI	MFDI	I 12
	MF	74238	0	19363	980911	VARI	MFDI	I 12
	PARTSEAL	170262	900531	87314	950914	VARI	MFDI	I 7
	PARTSEAL	170263	900531	87315	950914	VARI	MFDI	I 12
	TRIP 005	89040	850425	58708	950912	VARI	MFDI	I 7
	TRIP 007	170269	900531	87312	950914	VARI	MFDI	I 7
	TRIP 007	170261	900531	87313	950912	VARI	MFDI	I 12
PHILLIPPINES	MASSFERG	23896	730620	22126	950120	MFLT	MFDI	L 21. 24
	MF	23897	730620	22091	950120	MFLT	MFDI	L 21. 24
	TRIP 001	23898	730620	22352	950523	MFLT	MFDI	L 21. 24
	TRIP 007	71237	900313	52806	120702	VARI	MFDI	I 7. 12
POLAND	MASSFERG		621019	43517	21019	MFDI	MFDI	L 5. 6
	MF	268842	691203	48883	991203	MFLT	MFDI	I 7. 12
	PARTSEAL	290927	900521	69714	521	VARI	MFDI	I 7. 12
	TRIP 009	284362	070127	62569	970127	MFLT	MFDI	I 7. 12
PORTUGAL	MASSFERG W		0	170975	10905	VARI	MFDI	I 7A
	MASSFERG X		0	168954	10524	VARI	MFDI	I 7A
	MASSFERG Y		610524	168955	10524	VARI	MFDI	I 7A
	MASSFERG Z		0	168956	10524	VARI	MFDI	I 12A
	MASSFERG	279459	0	170974	10905	VARI	MFDI	I 12A
	MASSFERG	280833	0			MFDI	MFDI	I 36
	MF	145191	671016	145191		MFDI	MFDI	I 42
	MF	145192	671016	145192	991207	VARI	MFDI	I 12
	PARTSEAL	264740	900530	264740	981207	VARI	MFDI	I 7
	PARTSEAL	264741	900530	264741	20930	VARI	MFDI	I 7
	TRIP 001	101819	0	162801	20930	VARI	MFDI	I 12
	TRIP 001	X	0	169038	802	VARI	MFDI	I 7A
					10524	VARI	MFDI	I 12

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
PORTUGAL	TRIP 001	101818		0	802	VARI	MFDI	I 12A
	TRIP 007	238705	870112	238705	10424	VARI	MFDI	I 7
	TRIP 007	238706	870112	238705	10424	VARI	MFDI	I 12
	TRIP 009	279460	920103	-	-	MFDI	MFDI	I 36
	TRIP 009	280832	0	-	-	MFDI	MFDI	I 42
PUERTO_RICO	TRIP 009	29789	900718	29789	1221	VARI	MFDI	I 7
	TRIP 009	29791	900718	29791	1221	VARI	MFDI	I 12
ROMANIA	MASSEY	4651	740808	8593	940808	MFLT	MFDI	I 7, 12
	MASSFERG		630110	250/1418	980110	MFLT	MFDI	I 6, 7, 12, 22
	MF	1590	720121	7302	20121	MFLT	MFDI	I 7, 12
	TRIP 001		630110	251/1419	980110	MFLT	MFDI	I 6, 7, 12, 22
RUSSIA	MASSFERG	62204	720621	46395	20621	MFLT	MFDI	I 7, 12
	MF	62203	720621	46779	20621	MFLT	MFDI	I 7, 12
	TRIP 003	62202	720621	46394	20621	MFLT	MFDI	I 7, 12
	TRIP 009	93039412/50	930811	-	-	MFDI	MFDI	I 7, 12
SAUDI_ARABIA	MASSFERG	2444	730101	52/39	20209	VARI	MFDI	I 7, 12
	MF	2444	730101	52/40	20209	VARI	MFDI	I 7, 12
	MFLOCAL	1929	850624	152/85	940624	VARI	MFDI	I 12
	PARTSEAL	11709	900609	237/24	216	VARI	MFDI	I 7
	PARTSEAL	11710	900609	237/25	216	VARI	MFDI	I 12
	TRIP 007	13006	910223	-	-	VARI	MFDI	I 7
	TRIP 007	13007	910223	-	-	VARI	MFDI	I 12
	TRIP 009	230/1	781209	83_21	980503	VARI	MFDI	I 7
SEYCHELLES	TRIP 009	230/2	781209	83_22	980503	VARI	MFDI	I 12
	FERPLAIN	X	0	298	990104	MFLT	MFDI	I 12
SIERRA_LEONE	MASSFERG	9365	721009	9365	61118	VARI	MFDI	L 22
	MF	9347	720918	9347	918	VARI	MFDI	L 22
	MF	9345	720918	9345	918	VARI	MFDI	L 7
	MF	9346	720918	9346	918	VARI	MFDI	L 6
	TRIP 003	9342	720918	9342	918	VARI	MFDI	L 7
	TRIP 003	9343	720918	9343	918	VARI	MFDI	L 6
	TRIP 003	9344	720918	9344	918	VARI	MFDI	L 22
	TRIP 003	9344	720918	9344	918	VARI	MFDI	L 22

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
SIERRA_LEONE	TRIP 007	Y	900222			VARI	MFDI	I 12
	TRIP 007	X	900222			VARI	MFDI	I 7
SINGAPORE	MASSFERG	32895	630523	832895	980523	VARI	MFDI	I 12
	MASSFERG	32897	630523	832897	980523	VARI	MFDI	I 7
	MF	48166	700113	48166	50113	VARI	MFDI	I 7
	MF	49167	700113	48167	50113	VARI	MFDI	I 12
	SILH	32896	630523	832896	980523	VARI	MFDI	I 12
	TRIP 001	32893	630523	832893	980523	VARI	MFDI	I 7
	TRIP 001	32894	630523	832894	980523	VARI	MFDI	I 12
	TRIP 009	64/89	890106	64/89	960106	VARI	MFDI	I 7
	TRIP 009	6248/90	900907	6248/90	970907	VARI	MFDI	I 12
SLOVAK_REP	MASSFERG	X	620903	155298	20903	MFLT	MFDI	I 12
	MASSFERG	Y	620903	155297	20903	MFLT	MFDI	I 7
	MF	160433	701218	160433	1218	MFLT	MFDI	I 7, 8, 12
	TRIP 009	167484	881227	167484	981227	VARI	MFDI	I 7, 12
SLOVENIA	MASSFERG	59756	940125	-	-	VARI	MFDI	I 7, 12
	MF	59757	940125	-	-	VARI	MFDI	I 7, 12
	TRIP 009	59755	940125	-	-	VARI	MFDI	I 7, 12
SOUTH_AFRICA	COLORTRC	82/5781	820803	82/5701	20803	MFLT	MFDI	I 2
	FERPLAIN	2837/49	491222	2837/49	971222	MFLT	MFDI	I 7
	MASSEY	74/5415	741014	74/5415	941014	VARI	MFDI	I 12
	MASSFERG	80/0309	600127	60/0309	40127	VARI	MFDI	I 7
	MASSFERG	60/0308	600127	60/0308	40127	MFLT	MFDI	I 12
	MF	66/4134	661054	66/4134	961012	MFLT	MFDI	I 12
	MF	66/4133	661004	66/4133	961012	MFLT	MFDI	I 7
	PARTSEAL	90/3792	900514	-	-	VARI	MFDI	I 7
	PARTSEAL	90/3793	900514	-	-	VARI	MFDI	I 12
	PWFLOW	84/6171	840713	-	-	MFLT	MFDI	I 7
	TRIP 009	87/0043	870106	87/0043	970106	NMFL	MFDI	I 7
	TRIP 009	86/8649	861230	86/8649	961230	MFLT	MFDI	I 12
	MASSEY	2159	740404	48374	970408	MFLT	MFDI	L 37
	MASSFERG	956	640716	9023	940317	VARI	MFDI	L 38
SOUTH_KOREA	MASSFERG	9200/1979	791006	70988	806	MFLT	MFDI	L 37
	TRIP 001	957	640716	9024	940817	VARI	MFDI	L 38
	TRIP 009	15798/1989	890621	210941	10311	VARI	MFDI	L 37

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
SOUTH_KOREA	TRIP 009	15769/1989	890621	196015	711	VARI	MFDI	L 38
SPAIN	MASSFERG	926372	791203	926372	617	VARI	MFDI	I 37
	MASSFERG	335072	580618	335072	40205	VARI	MFDI	L 1A
	MASSFERG	335073	580618	335073	981222	VARI	MFDI	L 84
	MF	926370	791203	926370	617	VARI	MFDI	I 37
	MF	518064	661125	518064	81104	VARI	MFDI	I 7
	MF	518065	661125	518065	81104	VARI	MFDI	I 7
	MF	518066	661125	518066	980522	VARI	MFDI	I 12
	PARTSEAL	1569751	900524	524	524	VARI	MFDI	I 7
	PARTSEAL	1569752	900524	524	524	VARI	MFDI	I 7
	TRIP 009	1178089	870129	1178089	80304	NMFL	MFDI	I 12
	TRIP 009	1178088	870129	1178088	80120	NMFL	MFDI	I 12
	TRIP 009	1178088	870129	1178088	80120	NMFL	MFDI	I 12
SRI_LANKA	MASSFERG	X	630911	24880	970911	MFLT	MFDI	I 7
	MASSFERG	29153	670613	29153	10613	MFLT	MFDI	I 7, 12
	MF	49505	850624	49505	950624	MFLT	MFDI	I 7
	MF	49502	850624	49502	950624	VARI	MFDI	I 12
	TRIP 001	829152	670613	29152	10613	MFLT	MFDI	I 7, 12
	TRIP 001	24801/H	630911	24881	970911	MFLT	MFDI	I 12
	TRIP 001	24862	630911	24882	970911	MFLT	MFDI	I 7
	TRIP 009	56711	820106	56711	990106	VARI	MFDI	I 7
	TRIP 009	56710	890106	56710	-	VARI	MFDI	I 12
	MASSFERG	X	590526	5887	990526	VARI	MFDI	I 7
	MASSFERG	Z	590526	5889	990526	VARI	MFDI	I 7
	MASSFERG	Y	590526	5891	990526	VARI	MFDI	I 12
SUDAN	MASSFERG	X	590526	5887	990526	VARI	MFDI	I 7
	MASSFERG	Z	590526	5889	990526	VARI	MFDI	I 7
	MASSFERG	Y	590526	5891	990526	VARI	MFDI	I 12
	MF	14045	730221	14045	30221	VARI	MFDI	I 7
	MF	14046	730221	14046	30221	VARI	MFDI	I 12
	TRIP 001	X	590526	5888	990526	VARI	MFDI	I 7
	TRIP 001	Z	590526	5888	990526	VARI	MFDI	I 7
	TRIP 001	Y	590526	5890	990526	VARI	MFDI	I 12
	TRIP 007	22417	881222	5892	990526	VARI	MFDI	I 12
	TRIP 007	22416	881222	5892	-	VARI	MFDI	I 12
	TRIP 007	22416	881222	5892	-	VARI	MFDI	I 7
	MASSFERG	620	0	8262	31201	MFLT	MFDI	I 7
SURIMANE	MASSFERG	620	0	8262	31201	MFLT	MFDI	I 7
	MASSFERG	620	0	8262	31201	MFLT	MFDI	I 12
	MASSFERG	620	0	8262	31201	MFLT	MFDI	I 12
SWAZILAND	MASSFERG	60/0309	840601	299/1984	40127	MFLT	MFDI	I 7
	MASSFERG	60/0308	840501	297/1984	40127	MFLT	MFDI	I 12
	MF	66/4134	730103	300/1984	961012	MFLT	MFDI	I 12

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	BENEFICIAL OWNER	LEGAL OWNER	COMMENTARY	BASE
SWAZILAND	MF	66/4133	730103	298/1984	961012	MFCI	MFLT	I 7	
SWEDEN	MASSEY MF MULTIPWR PARTSEAL TRIP 001 TRIP 009	1964/58 5106/69 2312/76 90-4678 1953/58 91-10158	580610 691106 760511 900515 580610 911126	89128 135817 157298 87379 239157	318 10716 961029 990618 20814	MFDI MFDI MFDI MFDI MFDI MFDI	VARI VARI VARI VARI MFDI	I 6, 7, 8, 9, 12, 22 I 7, 12 I 12 I 7, 12 I 6, 7, 12 I 7, 12	
SWITZERLAND	MASSEY MF MULTIPWR PARTSEAL TRIP 001 TRIP 009	4968 6522 1196 3754/90 4967 61	581124 661104 760305 900515 581124 870106	302216 355945 287583 382247 302215 353487	981024 61104 960305 100515 981024 70106	MFDI MFDI MFDI MFDI MFDI MFDI	VARI MFLT VARI VARI VARI	I 6, 7, 8, 9, 12 I 1, 4, 6 I 7, 12 I 7, 12 I 6, 7, 8, 9, 12 I 7, 12	
SYRIA	FERPLAIN MASSEY MF TRIP 001 TRIP 007	462 22629 94/4037 Y	470208 0 730102 0 0	12860 9953 9763 9952	20206 980918 980102 980918	MFDI MFDI MFDI MFDI	VARI VARI VARI VARI	I 12	
TAIWAN	MASSEY MASSEY MASSEY MASSEY MF MF MF SILH TRIP 001 TRIP 001 TRIP 001	16482/63 16483/63 10740 10741 10739 41812/61 41810/61 41811/61 10744 10745 10743 10742	740515 740515 630819 630819 630819 721109 721109 721109 630819 630819 630819 630819	72099 72598 18551 18552 18546 63308 63332 63352 19017 18021 18347 18547	940931 941031 940831 940831 940831 940731 40531 940831 40531 940731 940831	MFDI MFDI MFDI MFDI MFDI MFDI MFDI MFDI MFDI MFDI MFDI	MFLT MFLT MFLT MFLT MFLT MFLT MFLT MFLT MFLT MFLT	L 92 L 90 L 20 L 21 L 18 L 18 L 20 L 21 L 21 L 21 L 20 L 18	
TAJIKISTAN	MASSEY MF TRIP 009	USSR62204 USSR62203 X	720621 720621 949999	USSR46395 USSR46779	20621 20621	MFDI MFDI MFDI	MFLT MFLT MFLT	I 7, 12 I 7, 12 I 7, 12	RE-REG RE-REG

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
TANGIER	MASSFERG TRIP 001		660105 660105	6306 6307	51107 51107	MFLT MFLT	MFDI MFDI	I 7. 12 I 7. 12
TANZANIA	MASSFERG MASSFERG MF MF ROC TRIP 001 TRIP 001 TRIP 007 TRIP 007	10079 10078 15197 15198 22467 10081 10082 20484 20483	660407 660407 721025 721025 930622 660407 660407 880409 880409	810079 810078 15197 15198 22467 810081 810082 20484 20483	10407 10407 71025 71025 622 10407 10407 950409 950409	MFLT MFLT MFLT MFLT MFDI MFLT MFLT VARI VARI	MFDI MFDI MFDI MFDI MFDI MFDI MFDI MFDI MFDI	I 12 I 7 I 7 I 12 I 12 I 12 I 7 I 7 I 12
THAILAND	MASSFERG MASSFERG MF TRIP 009 TRIP 009 TRIP 009	50840 50841 233465 191205 191206 191204	640619 640619 920908 890630 890630 890630	36197 35713 KOR 2873 136335 136404 136319	40619 40619 20908 990629 990629 990629	MFLT MFLT VARI VARI VARI VARI	MFDI MFDI MFDI MFDI MFDI MFDI	L 6 L 7 I 12 L 7 L 22 L 6
TOGO	MASSFERG TRIP 001		660105 660105	6306 6307	51107 51107	MFLT MFLT	MFDI MFDI	I 7. 12 I 7. 12
TRANSKEI	MASSFERG MASSFERG MF MF MF	60/0308 60/0309 866/4133 866/4134 82/0688	0 0 0 0 820820	60/0308 60/0309 866/4133 866/4134 82/0688	40127 40127 961012 961012 20920	MFLT MFLT MFLT MFLT VARI	MFDI MFDI MFDI MFDI MFDI	I 12 I 7 I 7 I 12 I 12
TRINIDAD	FERPLAIN MASSFERG MF TRIP 007	49 16678 16677 16679	470228 870217 870217 870217	49/1947 16678 16679 16679	30228 10217 - 10216	MINC VARI MFLT VARI	MFDI MFDI MFDI MFDI	L 7 L 7 L 7 L 7
TUNISIA	MASSFERG MF TRIP 001 TRIP 009	EE89.0155 EE88.041 EE89.0154 EE89.0086	590226 730217 590226 890127	EE89.0155 EE88.041 EE89.0154 EE89.0086	40223 30217 40223 40127	MFLT MFLT MFLT VARI	MFDI MFDI MFDI MFDI	I 7. 12 I 7. 12 I 7. 12 I 7. 12

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TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
TURKEY	MASSFERG	7975	590623	82492	40623	MFDI	MFDI	
	MF	45661	661111	94208	961111	MFDI	MFDI	I 7, 12
	SILH	0508/63	630719	105324	980719	MFDI	MFDI	
	TRIP 001	7974	590623	83379	40623	MFDI	MFDI	
	TRIP 009	9028/87	870209	98843	970209	MFDI	MFDI	I 7, 12
JANDA	MASSFERG	11570	691219	11570	41219	VARI	MFDI	
	MASSFERG	11571	691219	11571	41219	VARI	MFDI	I 7
	MF	15914	821129	15914	31129	MFLT	MFDI	I 12
	TRIP 006	16938	881123	16938	951123	VARI	MFDI	I 12
	TRIP 006	16939	881123	16939	951123	VARI	MFDI	I 12
URUGUAY	TRIP 009	16859	880627	16859	950627	VARI	MFDI	I 12
	TRIP 009	16875	880727	16875	950727	VARI	MFDI	I 7
	MASSEY	142970	740325	206490	960214	MFLT	MFDI	I 7, 12
	MASSFERG	94503	610927	176705	31014	MFLT	MFDI	I 7, 12
	TRIP 007	229205	890403	229205	991115	VARI	MFDI	I 7, 12
USA	MASSFERG	521891	851102	1400121	60708	MFDI	MFDI	L 23
	MASSFERG	196458	640625	791682	50629	VARI	MFDI	L 15
	MASSFERG	72/211292	650203	820969	61227	VARI	MFDI	L 6
	MASSFERG	211293	650203	821476	70103	VARI	MFDI	L 16
	MASSFERG	211294	650203	821514	70103	VARI	MFDI	L 21
	MASSFERG	211295	650203	821598	70103	VARI	MFDI	L 31
	MASSFERG	211296	650203	821626	70103	VARI	MFDI	L 35
	MF	364666	700708	924204	11123	MFDI	MFDI	L 23
	MULTIPWR	166875	630416	778122	41006	VARI	MFDI	L 23
	PARTSEAL	74/508178	940330		-	MFDI	MFDI	I 7, 12
	TRACLIV	74/459317	931117		-	MFDI	MFDI	I 12
	TRIP 001	201040	640901	797755	51019	VARI	MFDI	L 23
	TRIP 001	211297	650206	808773	60524	VARI	MFDI	L 16
	TRIP 001	211298	650203	808798	60524	VARI	MFDI	L 21
	TRIP 001	211299	650203	808848	60524	VARI	MFDI	L 31
	TRIP 001	211300	650203	808740	60524	VARI	MFDI	L 6
	TRIP 001	211301	650203	808860	60524	VARI	MFDI	L 35
	TRIP 001	51360	0	693470	223	VARI	MFDI	L 23
	TRIP 007	74/188804	910730	1774916	30608	VARI	MFDI	I 7, 9, 12, 36, 37,
UZBEKISTAN	MASSFERG	USSR62204	720621	USSR4E395	20621	MFLT	MFDI	I 7, 12
	MASSFERG	USSR62204						RE-REG

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY	RE-REG
UZBEKISTAN	MF TRIP 009	USSR62203 X	720621 949999	USSR46779	20621	MFLT MFDI	MFDI MFDI	I 7, 12 I 7, 12	
VENDA	MASSFERG MF	60/0308 60/0309 866/4133 866/4134	0 0 0 0	60/0308 60/0309 866/4133 866/4134	40127 40127 961012 961012	MFLT MFLT MFLT MFLT	MFDI MFDI MFDI MFDI	I 12 I 7 I 7 I 12	
VENEZUELA	MASSFERG MF	10727 10729 6398 6399 1099 10728 10724 13838-88 13837-88	580923 580923 681105 681105 690304 580923 580923 880803 880803	49197 44065 62186 62187 62731 37372F 37416F	950223 30312 1112 1112 1118 40824 40824	VARI VARI VARI VARI VARI VARI VARI	MFDI MFDI MFDI MFDI MFDI MFDI MFDI	L 23 L 18 L 23 L 18 L 19 L 18 L 23 I 12 (WAS L 23) I 7 (WAS L 18)	
VIETNAM	MASSFERG MF	13978 13979 13980	930615 930615 930615	11639 11640	30615 30615	MFDI MFDI MFDI	MFDI MFDI MFDI	I 7, 12 I 7, 12 I 7, 12	
W_SAMOA	MASSFERG MF	829 2120	731218 820827	829 SAM/2120	70618 960827	MFLT MFLT	MFDI MFDI	I 12 I 12	
MAN_PDR	MASSFERG X MASSFERG Y		730408 730408	3283 3284	21118 21118	MFLT MFLT	MFDI MFDI	I 7 I 12	
YUGOSLAVIA	FERPLAIN MASSEY MASSFERG MF	2179/74 2151 2763/69 2152/58 21204/88	0 740319 0 691107 580922 881223	12252 22052 14400 19194 14411 34932	1216 970131 980922 11224 980925 981223	VARI VARI VARI VARI VARI VARI	MFDI MFDI MFDI MFDI MFDI MFDI	I 7, 12 L 1 I 7, 12 L 1 I 7, 12	
ZAIRE	MASSFERG	3743/72	721024	4151/C	970902	MFLT	MFDI	I 7, 12	

LIVETMSMFDIQ/F

TRADE MARKS OWNED BY MASSEY FERGUSON (DELAWARE) INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
ZAIRE	MF	3745/72	721024	4150/C	970902	MFLT	MFDI	I 7, 12
ZAMBIA	MASSFERG	794/62	620815	794/62	970815	MFLT	MFDI	I 7
	MASSFERG	795/62	620815	795/62	970815	MFLT	MFDI	I 12
	MF	427/72	721109	427/72	71109	MFLT	MFDI	I 12
	MF	426/72	721109	426/72	71109	MFLT	MFDI	I 7
	ROC	6/85	850205	6/85	50205	VARI	MFDI	I 12
	TRIP 001	795/62	620815	795/62	970815	MFLT	MFDI	I 7
	TRIP 001	797/62	620915	797/62	970815	MFLT	MFDI	I 12
	TRIP 009	46/87	870226	46/87	80126	MFLT	MFDI	I 7
	TRIP 009	47/87	870126	47/87	80126	MFLT	MFDI	I 12
ZANZIBAR	MASSFERG	32/69	690122	227/69	970122	VARI	MFDI	L 22
	MASSFERG	8339/67	670802	100/69	950802	VARI	MFDI	L 6
	MASSFERG	8340/67	670802	101/69	950802	VARI	MFDI	L 7
	MF	X	730409		-	MFLT	MFDI	L 6
	MF	Y	730409		-	MFLT	MFDI	L 7
	SILH	8336/67	670802	897/69	950802	VARI	MFDI	L 22
	TRIP 003	31/69	690122		-	MFLT	MFDI	L 22
	TRIP 002	5337/67	670802		-	MFLT	MFDI	L 6
	TRIP 003	8339/67	670802		-	MFLT	MFDI	L 7
ZIMBABWE	MASSFERG	135/80	800222	135/80	222	VARI	MFDI	I 7
	MASSFERG	136/80	800222	136/80	222	VARI	MFDI	I 12
	MF	134/80	800222	134/80	222	VARI	MFDI	I 12
	MF	1061/69	691107	1061/69	961107	MFLT	MFDI	I 7
	MF	1062/69	691107	1062/69	961107	MFLT	MFDI	I 12
	MF	133/80	800222	133/80	222	VARI	MFDI	I 7
	ROC	39/85	850125	39/85	950125	MFLT	MFDI	I 12
	TRIP 009	202/88	980406	202/88	980406	VARI	MFDI	I 7
	TRIP 009	203/88	880406	203/88	980406	VARI	MFDI	I 12

Schedule II(C)

GRANTOR: MASSEY FERGUSON MANUFACTURING LTD.

PENY-281795.1

TRADE MARKS OWNED BY MASSEY FERGUSON MANUFACTURING LTD

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
AUSTRALIA	AUTOTRON DATATRON	456915 502999	860912 890113	4456915 4502999	71209 960113	MFML MFML	MFML MFML	I 12 I 12
AUSTRIA	AUTOTRON DATATRON	AM4002/86 AM4001/86	861204 861204	148760 118759	980204 980204	MFML MFML	MFML VFML	I 9. 12 I 9. 12
ENELUX	AUTOTRON DATATRON PARTS90	689714 689785 701637 752447	870306 861204 870819 900925	427558 424484 435156 495169	970306 961204 970819 925	MFML MFML MFML MFML	MFML MFML MFML MFML	I 12 I 9 I 12 I 12
BRAZIL	HYDRALCK MODEL235 MODEL283 MODEL290 MODEL292 MODEL295 MODEL375 MODEL390 MODEL398 PARTS90	815582889 815628156 815028180 815028172 815028190 815028202 815582682 815582697 815582670 815586140	907712 890824 890824 890824 890824 890824 900712 900712 900712 900715	815582889 815028156 815028180 815028172 815028199 815028202 815582697 815582670 815586140	20623 11015 11015 11015 11015 11015 20623 20623 30105	MFML MFML MFML MFML MFML MFML MFML MFML MFML MFML	MFML MFML MFML MFML MFML MFML MFML MFML MFML MFML	L 7.10. 7.20. 7.60 L 7.20. 7.60 L 7.20. 7.60 L 7.20. 7.60 L 7.20. 7.60 L 7.20. 7.60 L 7.10. 7.20. 7.60 L 7.10. 7.20. 7.60 L 7.10. 7.20. 7.60 L 7.06
BRITAIN	AUTOTRON DATATRON PARTS90	1312484 1318483 1421138	870811 870811 900407	1318484 1318483 1421138	940811 940811 970407	MFML MFML MFML	MFML MFML MFML	I 12 I 12 I 12
CANADA	AUTOTRON DATATRON PARTS90	598232 598233 688298	870811 870811 901011	374132 367507 401359	51012 50413 70614	MFML MFML MFML	MFML MFML M'OL	
FINLAND	AUTOTRON DATATRON	3483/87 3484/87	870818 870818	104847 104848	980807 990807	MFML MFML	MFML MFML	I 12 I 12
FRANCE	AUTOTRON DATATRON DATATRON	873384 873385 827448	870821 370821 861205	1423930 1423931 1383046	970821 970821 961205	MFML MFML MFML	MFML MFML MFML	I 12 I 12 I 9

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TRADE MARKS OWNED BY MASSEY FERGUSON MANUFACTURING LTD

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
FRANCE	PARTS90	238824	900924	1616801	924	MFML	MFML	I 12
GERMANY	AUTOTRON DATATRON PARTS90	M81240/12WZ M61239/12WZ M68272/12WZ	870820 870807 900927	1185211 1120953 1185841	970820 970820 927	MFML MFML MFML	MFML MFML MFML	I 12 I 12 I 12
INDIA	PARTS90	549324	910419		-	MFML	MFML	I 12
ITALY	AUTOTRON DATATRON PARTS90	17860C/87 17861C/87 24216C/90	870226 870226 901008	495085 495086	70226 70226	MFML MFML MFML	MFML MFML MFML	I 9 I 9 I 12
JAPAN	AUTOTRON DATATRON	123489/87 23034/87	871104 870306	2294836 2148019	10131 990623	MFML MFML	MFML MFML	L 12 L 10
MEXICO	MFINDU PARTS90	9782 89814	860526 900619	341077 385406	960526 950619	MFML MFML	MFML MFML	L 23 I 12
NORWAY	AUTOTRON DATATRON	864843 883901	861202 880803	132609 139517	980630 991207	MFML MFML	MFML MFML	I 9 I 12
PAKISTAN	PARTS90	1091AP	910419		-	MFML	MFML	I 12
POLAND	PARTS90	295389	901229	70776	1226	MFML	MFML	I 12
SPAIN	AUTOTRON DATATRON	1243672 1243673	880329 880329	1243672 1243673	101005 90206	MFML MFML	MFML MFML	I 12 I 12
SWEDEN	DATATRON	87-3766	870512	226506	10913	MFML	MFML	I 12

BACK

TRADE MARKS OWNED BY MASSEY FERGUSON MANUFACTURING LTD

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
USA	PARTS90	74/180922	910701	-	-	MFML	MFML	I 12

994-06-24 12.28.41

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GRANTOR: MASSEY FERGUSON S.A.

TRADE MARKS OWNED BY MASSEY FERGUSON SA

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
BELUX	DYNASHFT FORCEV	764909	910607	499916	10607	MFSA	MFSA	I 12
		742404	900301	486125	301	MFSA	MFSA	I 1, 6, 9, 22
BRITAIN	DYNASHFT	1461677	910411	1461677	980411	MFSA	MFSA	I 12
FRANCE	AGRIFUTD AGRIFUTE DYNASHFT FORCEV HORIVERT HEMOTRON	764364	960304	1345157	960304	MFSA	MFSA	I 1, 2
		784363	860304	1345156	960304	MFSA	MFSA	I 1-4, 6-9, 12, 17,
		293292	910631	1672770	10621	MFSA	MFSA	I 12
		204615	900420	1507669	420	MFSA	MFSA	I 1, 6, 9, 22
		328499	911227	1715372	11227	MFSA	MFSA	I 1-9, 11-13, 16-22,
		184973	900202	1581205	202	MFSA	MFSA	I 9
GERMANY	DYNASHFT HEMOTRON	M70163/12 WZ	910618	2026362	10618	MFSA	MFSA	I 12
		M60695/9WZ	900205	1177436	205	MFSA	MFSA	I 9
ITALY	DYNASHFT	M191C005468	910718	-	-	MFSA	MFSA	I 12
USA	DYNASHFT	74/104852	910715	1775125	30608	MFSA	MFSA	I 12

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984-06-24 12.29.94

Schedule (1)(a)

GRANTOR: MASSEY FERGUSON GROUP LIMITED

FORM 33173.1

Schedule II(F)

GRANTOR: MASSEY FERGUSON INC.

FDNY-35173.1

TRADE MARKS OF MASSEY FERGUSON INC

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
USA	MULTIGRD	441127	721110	988753	40723	MINC	MINC	L 151 4
	PERHATRN	441584	721110	983694	40514	MINC	MINC	L 15
	PERSUADE	84296	760419	1075401	971018	MINC	MINC	L 21
	ULTIMATE	74/010974	891512	1024503	961127	MINC	MINC	L 21

EQUIVALEN

Schedule H(G)

GRANTOR: MASSEY FERGUSON (UNITED KINGDOM) LTD.

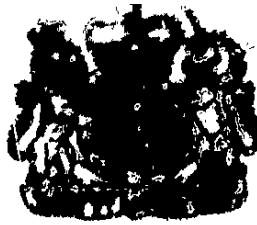
FORM 36175-1

TRADE MARKS OF MASSEY FERGUSON (UNITED KINGDOM) LTD

COUNTRY NAME	DOCKET NUMBER	APPLICATION NUMBER	FILING DATE	REGISTERED NUMBER	EXPIRY DATE	LEGAL OWNER	BENEFICIAL OWNER	COMMENTARY
BRITAIN	F&C	1482116	911106	14821168	981106	MFUK	MFUK	1 3
	GRNACRES	1494723	920111	1494723	990111	MFUK	MFUK	1 6
	GRNACRES	1494681	920111	1494681	990111	MFUK	MFUK	1 7
	GRNACRES	1494692	920111	1494692	990111	MFUK	MFUK	1 8
	GRNACRES	1494682	920111	1494682	990111	MFUK	MFUK	1 9
	VECTOR	1434619	900707	1434620	970707	MFUK	MFUK	1 4
	VECTOR	1434620	900707	1434620	970707	MFUK	MFUK	1 7
11HA	PARTS90	93063450	930731			MFUK	MFUK	1 12

L1VETNSMFUKQ/F

994-06-24 12.20.20



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00509133

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PATENT AND TRADEMARK SECURITY AGREEMENT DATED THE 29th JUNE 1994 AND CREATED BY MASSEY FERGUSON (UNITED KINGDOM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO ITT COMMERCIAL FINANCE CORP. AS COLLATERAL AGENT FOR THE LENDERS UNDER THE CREDIT AGREEMENT UNDER THE TERMS OF THE "LOAN DOCUMENTS" (AS DEFINED IN THE AGREEMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JULY 1994.

P. J. MILLS

for the Registrar of Companies



COMPANIES HOUSE

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in
this margin.

Pursuant to section 403(1) of the Companies Act 1985

S17

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

To the Registrar of Companies

For official use

Company number

*Insert full name
of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

I, Jeremy B Parkin
of Stareton Kenilworth Warwickshire

†Delete as
appropriate.

~~the director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~part~~

‡Insert a description
of the instrument(s)
creating or evidencing
the charge, e.g.
"Mortgage",
"Charge",
"Debenture", etc.

Date and Description of charge Guarantee and Debenture - 19th May, 1993

Date of Registrations 8th June, 1993

Name and address [chargee] ~~trustee for the debenture holders~~

Royal Bank of Canada Europe Limited 71 Queen Victoria Street London EC4V 4DE

§The date of
registration may be
confirmed from the
certificate.

Short particulars of property charged The undertaking and all property and
assets present and future of the Company

§Insert brief
details of
property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

A Commissioner for Oaths or Notary Public or Justice of the
Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Presenter's name, address and
reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use
Mortgage section

Post room

26 JUL 1994



K3DH039M

KLOI RECEIPT DATE: 26/07/94



M

COMPANIES FORM No. 403a

403a

Declaration of satisfaction in full or in part of mortgage or charge

Please do not write in
this margin.

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

S18

Company number

509133

*Insert full name
of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

I, JEREMY B PARKIN
of Stareton Kenilworth Warwickshire

†Delete as
appropriate.

~~to director~~ ~~the secretary~~ ~~the administrator~~ ~~the administrative receiver~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in full ~~part~~

*Insert a description
of the instrument(s)
creating or evidencing
the charge, e.g.
"Mortgage",
"Charge",
"Debenture", etc.

Date and Description of charge Supplemental Mortgage Stocks and Shares - 15th

Date of Registrations 22nd January, 1993 January, 1993

Name and address [chargee] ~~trustee for the debenture holders~~ Lloyds Bank Plc
6-8 Eastcheap London EC3M 1LL

‡The date of
registration may be
confirmed from the
certificate.

Short particulars of property charged All stocks, shares, securities and other
interests

§Insert brief
details of
property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

A Commissioner for Oaths or Notary Public or Justice of the
Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Presenter's name, address and
reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use
Mortgage section

Post room

26 JUL 1994

K3DGZ99D

KLD RECEIPT DATE: 26/07/94



M

COMPANIES FORM No. 403a

403a

Declaration of satisfaction in full or in part of mortgage or charge

Please do not write in this margin. Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

*Insert full name of company.

I, JEREMY B PARKIN
of Stareton Kenilworth Warwickshire

†Delete as appropriate.

~~I a director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full] [part]

*Insert a description of the instrument(s) creating or evidencing the charge, e.g. "Mortgage", "Charge", "Debenture", etc.

Date and Description of charge Supplemental Deed - 3rd December, 1990

Date of Registrations 4th December, 1990

Name and address [chargee] ~~trustee for the debenture holders~~ Barclays Bank PLC
54 Lombard Street, London EC3P 3AH

¶The date of registration may be confirmed from the certificate.

Short particulars of property charged All freehold and leasehold land and other assets.

§Insert brief details of property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

J B Parkin

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presenter's name, address and reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use

Mortgage section

26.01.1991

Post room



K3DGW39A

KLOI RECEIPT DATE: 26/07/94



29.7.94

5

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in this margin. Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

509133

*Insert full name of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

I, JEREMY B PARKIN
of Stareton Kenilworth Warwickshire

†Delete as appropriate.

‡Insert a description of the instrument(s) creating or evidencing the charge, e.g. "Mortgage", "Charge", "Debenture", etc.

~~(a director) (the secretary) (the administrator) (the administrative receiver)~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full] [part]†

Date and Description of charge‡ Guarantee and Debenture - 25th November, 1992

Date of Registrations 27th November, 1992

Name and address [chargee] ~~(trustee for the debenture holders)~~ Lloyds Bank Plc
6-8 Eastcheap London EC3M 1LL

§The date of registration may be confirmed from the certificate.

§Insert brief details of property.

Short particulars of property charged§ The undertaking and all property and assets present and future of the Company

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me, Heather McCallum

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presenter's name, address and reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use

Mortgage section

26 JUL 1994

Post room



K3DGY39C

KLOIRECEIPT DATE: 26/07/94



M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in
this margin.

Pursuant to section 403(1) of the Companies Act 1985

5
S16

NO

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

To the Registrar of Companies

For official use

Company number

509 133

*Insert full name
of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED

JEREMY B PARKIN

of Stoneham Kenilworth Warwickshire

†Delete as
appropriate.

~~I, the director, [the secretary] [the administrator] [the administrative receiver],~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in full [part].

‡Insert a description
of the instrument(s)
creating or evidencing
the charge, e.g.
"Mortgage",
"Charge",
"Debenture", etc.

Date and Description of charge 9th January, 1990

Date of Registrations 12th January, 1990

Name and address [chargee] ~~[trustee for the debenture holders]~~ ROYAL BANK OF CANADA LIMITED
71 QUEEN VICTORIA STREET EC4V 4DE

§The date of
registration may be
confirmed from the
certificate.

Short particulars of property charged 5 freehold land being North and South Deer
Parks Stoneleigh and certain other security.

§Insert brief
details of
property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

J.B. Parkin

A Commissioner for Oaths or Notary Public or Justice of the
Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Presenter's name, address and
reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use Mortgage section REGISTERED 26 JUL 1994	Post room *K3DH139N* KLO/RECEIPT DATE: 26/07/94
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M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in this margin. Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

509 133

*Insert full name of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED

I, JEREMY B PARKIN

of Stareton Kenilworth Warwickshire

†Delete as appropriate.

‡Insert a description of the instrument(s) creating or evidencing the charge, e.g. "Mortgage", "Charge", "Debenture", etc.

~~(a director) (the secretary) (the administrator) (the administrative receivers)~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full] [part]†

Date and Description of charge‡ Third deed supplemental to a deed, dated 4th May, 1989

Date of Registrations 24th May, 1989

Name and address [chargee] ~~(trustee for the debenture holders)~~ BARCLAYS BANK PLC
54 LOMBARD STREET EC3P 3AH

§The date of registration may be confirmed from the certificate.

Short particulars of property charged§ Specified properties and the undertaking property and assets present and future of the Company.

§Insert brief details of property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

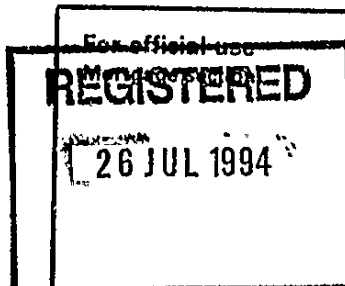
JB Parkin

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presenter's name, address and reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM



K3DH239D

KLO/RECEIPT DATE: 26/07/94



M

COMPANIES FORM No. 403a

403a

Declaration of satisfaction in full or in part of mortgage or charge

Please do not write in this margin. Pursuant to section 403(1) of the Companies Act 1985

S21

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

To the Registrar of Companies

For official use

Company number

3

509 133

*Insert full name of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED

I, JEREMY B PARKIN
of Stareton Kenilworth Warwickshire

†Delete as appropriate.

~~to director~~ [the secretary] ~~the administrator~~ [the administrative receiver] of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full] [part]†

‡Insert a description of the instrument(s) creating or evidencing the charge, e.g. "Mortgage", "Charge", "Debenture", etc.

Date and Description of charge‡ Charge dated 4th May, 1989

Date of Registration§ 24th May, 1989

Name and address [chargee] [trustee for the debenture holders] BARCLAYS BANK PLC
54 LOMBARD STREET LONDON EC3P 3AH

¶The date of registration may be confirmed from the certificate.

Short particulars of property charged§ Specified properties and the undertaking
property and assets present and future of the company

§Insert brief details of property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

J B Parkin

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

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

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use
Mortgage section

Post room

REGISTERED

26 JUL 1994



K3DGV399

KLOI RECEIPT DATE: 26/07/94



M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in this margin. Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

S23

509 133

*Insert full name of company.

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (The "Company")

I, JEREMY B PARKIN

of Stareton Kenilworth Warwickshire

†Delete as appropriate.

~~(a director)~~ [the secretary] ~~(the administrator)~~ ~~(the administrative receiver)~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full] [part]†

‡Insert a description of the instrument(s) creating or evidencing the charge, e.g. "Mortgage", "Charge", "Debenture", etc.

Date and Description of charge: 7th March, 1983 Charge

Date of Registrations: 9th March, 1983

Name and address [chargee] ~~(trustee for the debenture holders)~~ BARCLAYS BANK PLC
54 LOMBARD STREET EC3P 3AH

§The date of registration may be confirmed from the certificate.

Short particulars of property charged: The undertaking and all property and assets both present and future of the Company

§Insert brief details of property.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 9 Cheapside
London EC2V 6AD

Declarant to sign below

the thirteenth day of June
One thousand nine hundred and ninety-four
before me Heather McCallum

J B Parkin

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presenter's name, address and reference (if any):

Allen & Overy
9 Cheapside
London EC2V 6AD

JAS/HM

For official use
Mortgage section

Post room

26 JUL 1994



K3DGT397

KLO RECEIPT DATE: 26/07/94



M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

517

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

To the Registrar of Companies

For official use

Company number



00509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED

* Insert full name
of company

I, JEREMY BASIL PARKIN

of 51a WINDY ARBOUR, KENILWORTH, WARWICKSHIRE, CV8 2BB

† delete as
appropriate‡ Insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

~~I, a director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part] ‡

Date and Description of charge: 30.9.1993 LEGAL MORTGAGE

Date of Registration: 06.10.1993

Name and address of [chargee] ~~trustee for the debenture holders~~ MIDLAND BANK PLC

POHILTRY, LONDON, EC2V 2BX.

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged: FREEHOLD LAND WITH TITLE NUMBER WK328810 AND
THE GOODWILL OF THE BUSINESS CARRIED ON AT THE SAID PREMISES

§ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LEAMINGTON SPA

Declarant to sign below

WARWICKSHIRE

the 5TH day of JULY

one thousand nine hundred and ninety four

before me Richard M. Armitage

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

RICHARD M. ARMITAGE
NOTARY PUBLIC
LEAMINGTON SPA.

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

FRESHFIELDS
65 FLEET STREET
LONDON
EC4Y 1HS
PJR/JH

For official Use
Mortgage Section

Post room

KLO *K5XLI4JC* 146
COMPANIES HOUSE 10/09/94

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

516

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

To the Registrar of Companies

For official use

Company number

112

00509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED

* Insert full name
of company

I, JEREMY BASIL PARKIN

of 51a WINDY ARBOUR, KENILWORTH, WARWICKSHIRE, CV8 2BB

† delete as
appropriate† Insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.[a director] [the secretary] [the administrator] [the administrative receiver]† or the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part]†

Date and Description of charge† 30.9.1993 FIXED AND FLOATING CHARGE

Date of Registration 05.10.1993

§ the date of
registration may be
confirmed from the
certificateName and address of [chargee] [trustee for the debenture holders] MIDLAND BANK PLC
POULTRY, LONDON, EC2V 2BX.§ Insert brief
details of
propertyShort particulars of property charged§ THE UNDERTAKING AND ALL PROPERTY AND ASSETS
PRESENT AND FUTURE INCLUDING GOODWILL BOOK DEBTS UNCALLED CAPITAL AND INTELLECTUAL
PROPERTY RIGHTSAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at LEAMINGTON SPA

Declarant to sign below

WARWICKSHIRE

the 8th day of June
one thousand nine hundred and ninety four
before me Richard M. ArmitageA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsRICHARD M. ARMITAGE
NOTARY PUBLIC
LEAMINGTON SPA.Presentor's name address and
reference (if any):FRESHFIELDS
65 FLEET STREET
LONDON
EC4Y 1HS
PJRE/JHFor official Use
Mortgage Section

Post room



M

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

* insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

1112

509133

Name of company

* MASSEY FERGUSON (UNITED KINGDOM) LIMITED (the "Company")

Date of creation of the charge

29th June 1994

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

Fixed and floating charge (the "Charge") dated 29th June 1994 made between the Company and ITT Finance Corp. (as Security Trustee for itself and for and on behalf of the Co Agents and the Lenders (as such terms are defined below).

Amount secured by the mortgage or charge

Please see continuation sheet.

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

ITT Commercial Finance Corp of 8251 Maryland Avenue, Clayton, Missouri, 63105 USA as Security Trustee for itself and for and on behalf of the Co-Agents (as such term is defined below) and the Lenders (being (see continuation sheet))

Postcode

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

Freshfields
65 Fleet Street
London
EC4Y 1HS
PJR/JH
[JH7.395/JH7i.395/JHii.395/JHiii.395]

For official Use
Mortgage Section

RECEIVED

15 JUL 1994

Post room



K20MB2YT

KLO RECEIPT DATE: 15/07/94

Time critical reference

Particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

Please see continuation sheet.

Particulars as to commission allowance or discount

None.

Signed

Ferbfields

Date

14th July 1994

On behalf of ~~[company]~~ [chargee]*

* delete as
appropriate

The address of the Registrar of Companies is: -
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1.
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED

~~limited~~

*
delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued)

(1) All moneys and liabilities whatsoever and which now are or at any time hereafter (whether on or after any such demand) may become due, owing or payable, in any currency, to the Lenders (as defined below); the Co-Agents (as defined below), the Administrative Agent (as defined below) or ITT Commercial Finance Corp. (the "Security Trustee") (as Collateral Agent or as security trustee) by the Company or the Co-Borrower (as defined below), actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any current or other account, with reference to any bill, note or other security, in connection with any advance, loan, credit, instrument, guarantee or indemnity made or issued to, for or at the request of the Company or the Co-Borrower, or in any other manner whatsoever, including without limitation, all amounts which may become payable or for which the Company or the Co-Borrower may become liable under the Charge and all commission, discount and all banking, legal and other costs, charges and expenses whatsoever (on a full indemnity basis) and also all losses and damages that may be sustained, suffered or incurred by the Security Trustee arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Charge or any document, arrangement or agreement between the Company and/or the Co-Borrower and the Security Trustee or any disclaimer of any of its or their contracts, agreements or arrangements or any of its or their liabilities or obligations to the Security Trustee, and interest on the foregoing to the date of demand of payment being made by the Security Trustee until the date of actual payment or discharge.

Interest

(2) Interest under clause (1) shall be payable at such rate or rates as may be applicable under the Credit Agreement (as defined below) to amounts or sums of that type or otherwise as notified by the Security Trustee to the Company and interest shall be computed and compounded according to the usual practice for the time being of the Security Trustee and shall be payable as well after as before any demand made, judgement obtained or liquidation or administration of the Company.

Definitions

The Lenders means: Rabobank, ITT and Trust Company Bank.

The Co-Agents means: Rabobank, ITT and Trust Company Bank.

The Administrative Agent means: Rabobank (together with any successor appointed).

The Collateral Agent means: ITT together with any successor appointed.

The Co-Borrower means: Massey Ferguson Manufacturing Limited.

The Security Trustee means: ITT.

The Credit Agreement means: the Credit Agreement dated as of 29th June 1994 between, inter alia, the Security Trustee, the Lenders and the Company providing for a term loan facility in the aggregate principal amount of US\$550 million, as from time to time varied in any manner or respect whatsoever.

As a continuing security for the payment or discharge of the Secured Amounts (as such term is defined below) -

(a) by way of first legal mortgage all freehold or leasehold property described in the Schedule to the Charge being all that parcel of registered land being North and South Deer Parks, Stareton, Stoneleigh in the County of Warwickshire with HM Land Registry Title Number WK351452;

(b) by way of first fixed charge:

(i) any other freehold or leasehold property now beneficially owned by, but not vested in, the

Company;

(ii) all freehold and leasehold property hereafter acquired by the Company;

(iii) all present and future goodwill of the Company and uncalled capital for the time being of the

Company;

(iv) all rights in intellectual property for the time being owned or held by the Company including all fees, royalties, and other rights derived therefrom or incidental thereto;

(v) all book debts and other debts (including rents) and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgement or order to pay a sum of money) and the benefit of any Security Interests (as such term is defined below) and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company;

(vi) all the right, title and interest of the Company to and in any proceeds of any present or future insurances;

(vii) all Investments (as such term is defined below) (including, without limitation, the shares in any subsidiary at the date of the Charge or at any time thereafter owned by the Company) and rights and options to acquire Investments for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages;

(viii) all plant, machinery, fixtures and fittings and all equipment and tools of the Company together with the benefit of any hiring, leasing or rental contract for the above and the benefit of any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract for the time being owned or held by the Company;

(c) by way of first floating charge:

(i) all freehold and leasehold property acquired by the Company after the date of the Charge; and

(ii) the undertaking of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade) and whether or not expressed to be mortgaged or charged to the Security Trustee under (a) or (b) above, if and to the extent such property, assets and rights are not or have ceased to be effectively mortgaged or charged by way of first mortgage or fixed charge;

(d) by way of assignment the benefit of all rentals, rents, service charges, insurance contributions and licence fees payable under or in respect of any leases affecting the freehold or leasehold property of the Company including (without limitation) all value added tax payable on the same and any other income in respect of the freehold or leasehold property of the Company, provided that the lien and security interest created under the Charge shall not attach to any lease of computer or office equipment (or any computer or office equipment leased by the Company) or any agreement relating to Hay and Forage Industries (the Company's joint venture with J.I. Case Corporation) in effect as of the date of the Charge or entered into by the Company subsequent to the date of the Charge and permitted by the Credit Agreement if, and so long as, such agreements prohibit the granting of the lien and security interest created by the Charge on such lease of computer or office equipment (or any computer or office equipment leased by the Company thereunder) or any such agreement relating to Hay and Forage Industries.

The fixed and floating charge includes, inter alia, the following restrictions on the part of the Company:

(1) not to create or permit to exist any Security Interest in, over or affecting any of the Charged Property (save a lien arising by operation of law or in the ordinary course of trading (to the extent that amounts secured by the lien are not overdue)) which ranks, or may come to rank, in priority to or pari passu with the mortgage or fixed charge contained in paragraph (a) or (b) or the floating charge contained in paragraph (c) above or, except with the prior written consent of the Security Trustee, any Security Interest which will rank after the charges contained in the Charge,

(2) except with the prior written consent of the Security Trustee (which consent shall not be withheld in circumstances where such consent would otherwise not be required or withheld under the Credit Agreement), not to transfer, sell, lend, lease, license or otherwise dispose of any of the Charged Property, other than by way of a lease for an aggregate term of less than 2 years (including any renewals) from which the security of tenure provisions of the Landlord and Tenant Act 1954 (as amended) have been excluded, but so that the Company may dispose of property and assets either by sale of its property and assets which are for the time being subject to the floating charge contained in paragraph (c) above (other than the undertaking of the Company) by way of bargain made at arm's length and in the usual course of the Company's day to day trading or by permitting a company within the same group as the Company and which has given a fixed and floating charge over its property and assets in favour (see continuation sheet no. 2)

Please do not
write in this
binding margin

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

Names and addresses of the persons entitled to the charge (continued)

ITT Commercial Finance Corp. ("ITT") of:
8251 Maryland Avenue
Clayton MO 63105
USA

Coöperative Central Raiffeisen Boerenkenbank B.A.
("Rabobank") New York Branch of:
245 Park Avenue
36th Floor
New York NY 10167
USA

Trust Company Bank ("Trust Company Bank") of
25 Park Place
Atlanta
GA 30303
USA

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 2.
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSY FERGUSON (UNITED KINGDOM) LIMITED

limited

*
delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued)

of the Security Trustee on substantially similar terms to the terms of the Charge (and in the case of real property where any other necessary consents have been obtained) to use or share any of the Company's property or assets which are subject to the terms of the Charge;

(3) save as permitted in (2) above, except with the prior written consent of the Security Trustee:

(i) not to exercise or agree to exercise the statutory or other powers of making leases or of accepting, or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company;

(ii) not to cancel, surrender, assign or permit to be forfeit any lease or any part of any lease or agree to do so whether such lease is held by the Company or is superior thereto or is derived out of the Company's interest therein or to sub let or permit to be cancelled, surrendered, assigned, sub let or charged the whole or any part of the property comprised in such a lease or agree to do so and if any of the freehold or leasehold property for the time being owned by the Company is tenanted operate all rent reviews (unless a review is likely to reduce the amount of any rent) and manage such property in a proper and efficient manner and not to agree the amount of any reviewed rent or grant any licence in respect of such property and not to vary or release any covenant contained in any lease or licence affecting such property without the prior written consent of the Security Trustee;

(iii) not to waive or vary nor permit to be waived or varied the terms of any of the documents relating to or affecting its freehold or leasehold property mentioned or referred to in paragraph (c) above, and not in any manner or by any means to lessen the value of the Company's interest in any of the freehold or leasehold property for the time being owned by the Company and not to part with possession (otherwise than on determination of any tenancy or licence) of any of its freehold or leasehold property or to share occupation thereof with any other person;

(iv) not to breach the Town & Country Planning legislation or any laws or regulations intended to control or regulate the construction, demolition, alteration or change of use of land or buildings or to breach the Environmental Approvals or Environmental Laws (as such terms are defined below) and not to use the Charged Property or to conduct business at or on the Charged Property save in accordance with Environmental Approvals and Environmental Laws and not to carry out any other development of any of the freehold or leasehold property for the time being owned by the Company and not to do or permit to be done on any such property anything which will or might give rise to any charge to tax arising from ownership or occupation of any freehold or leasehold property on the part of the Security Trustee or any Receiver;

(v) not, without the prior written consent of the Security Trustee, to make any application under the Town & Country Planning legislation or any laws or regulations intended to control or regulate the construction, demolition, alteration or change of use of land or buildings;

(vi) not to enter into an agreement with a local authority, local planning authority or other statutory authority containing any obligation or provision which is or may become enforceable against the Security Trustee or any person deriving title under or through the Company or otherwise;

(vii) not to make or permit to be made any material alterations or additions to the freehold or leasehold property of the Company.

(e) except with the prior written consent of the Security Trustee not to transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any book or other debts or moneys for the time being due, owing or payable to the Company, nor otherwise to deal with the same except by getting in the same in the usual course of business.

Definitions

Environmental Approvals means and includes: the permits, consents, licenses and other authorisations and approvals required under the Environmental Laws to be obtained in connection with the use of the Charged Property or the conduct of the Company's business at the Charged Property.

Environmental Laws means and includes the following:

(a) all European Community, national or local statutes, codes or other laws or legislation concerning health, safety or Environmental Matters which are applicable to the business or to the Charged Property and which are legally binding on the Company and all rules, regulations, ordinances, orders, notices and directives made thereunder and which are legally binding on the Company;

(b) judicial and administrative interpretation of each of the foregoing;

Investments meaning: shares, stocks, options, debentures, bonds, warrants, certificates, and other securities, other than the Excluded Shares (being 25,000 "A" ordinary shares in Massey Ferguson Leasing Limited, 75,000 shares in Massey Ferguson Leasing Limited, 600,600 "A" ordinary shares in Massey Ferguson Implements (UK) Limited and 400,000 "B" ordinary shares in Massey Ferguson Implements (UK) Limited);

(see continuation sheet no. 3)

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 3.
to Form No 395 and 410 (Scot)

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

Company number

509133

Name of company

MASSEY FERGUSON (UNITED KINGDOM) LIMITED

limited

*
delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued)

Secured Amounts means: the moneys and liabilities which the Company covenants to pay or discharge and all claims, demands and damages for breach of any such covenant.

Security Interests means: any mortgage, charge, pledge, lien, assignment by way of security, encumbrance, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising but excluding any Permitted Security Interest meaning the equitable charge dated 9 January 1990 and made between Massey Ferguson Manufacturing Limited and Messrs. J.B. Farnworth and E.J.P. Elliott and any Permitted Lien as defined in the Credit Agreement dated 29th June 1994 as meaning such of the following as to which no enforcement, collection, leasing or foreclosure proceeding shall have been commenced:

- (a) Liens for taxes, assessments and governmental charges or levies imposed upon the Company or upon its property;
- (b) Liens imposed by law, such as landlords', materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens arising in the ordinary course of business securing obligations that are not overdue for a period of more than 30 days;
- (c) pledges or deposits to secure non-delinquent obligations under worker's compensation, unemployment insurance and other social security legislation;
- (d) Liens arising in the ordinary course of business that do not secure the repayment of Debt (as defined in the Credit Agreement) in respect of borrowed money:
 - (i) to secure the performance of bids, trade contracts, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature;
 - (ii) in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;
 - (iii) consisting of restrictions (other than pledges or other security interests) on the transferability of Investments (as defined in the Credit Agreement) in favor of co-investors or the issuers of such Investments or imposed by law; and
 - (iv) on trademarks, patents, copyrights and other intellectual property (whether individually or as part of a group) consisting of the license or similar disposition of such property made in the ordinary course of business;
- (e) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, easements, licenses, sublicenses, restrictions on the use of property or minor imperfections in title thereto which, in the aggregate, are not material in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of AGCO Corp, a Delaware Corporation of 4830 River Green Parkway, Duluth, Georgia 30136 USA or any of its Restricted Subsidiaries (as defined in the Credit Agreement);
- (f) Liens resulting from progress payments or partial payments under United States government contracts or subcontracts;
- (g) Liens arising from legal proceedings, so long as such proceedings are being contested in good faith by appropriate proceedings diligently conducted and so long as execution is stayed on all judgements resulting from any such proceedings;
- (h) Liens imposed by or pursuant to ERISA (the United States Employment Income Security Act of 1974 as amended, supplemental or otherwise modified from time to time, and the regulations promulgated and rulings issued thereunder);
- (i) rights with respect to property reserved or vested in governmental authorities that do not render title to the property encumbered thereby unmarketable or materially adversely affect the use of such property for its present purposes; and
- (j) Liens granted pursuant to the Collateral Documents (meaning the mortgages and the Security Agreements as each of those is defined in the Credit Agreement)), or Lien otherwise excluded from the operation of the Credit Agreement, dated 29 June 1994 to the extent that in the absence of such permission or exclusion, such security interest would fall within the definition of Security Interest in the Charge.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00509133

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 29th JUNE 1994 AND CREATED BY MASSEY FERGUSON (UNITED KINGDOM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ITT COMMERCIAL FINANCE CORP. (THE SECURITY TRUSTEE FOR ITSELF AND ON BEHALF OF THE CO AGENTS AND THE LENDERS (AS DEFINED) OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE TERMS OF THE DEED (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 1994.

M. SAHA

for the Registrar of Companies



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

L.C.
197.96
P.V.

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