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CHFP025

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*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

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

Pursuant to section 395 of the Companies Act 1985

63472/78

395

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

For official use



Company number

00171035

Name of company

TDG Overseas Limited (the **Chargor**)

Date of creation of the charge

13 October 2008

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

A debenture dated 13 October 2008 made between (amongst others) the Chargor and Burdale
Financial Limited (the **Debenture**)

Amount secured by the mortgage or charge

All of the Senior Liabilities, the Barclays Liabilities and the Pension Liabilities (the **Secured
Liabilities**)

Please return
via

CH London Counter

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

Burdale Financial Limited of 53 Queen Ann Street, London as trustee for the Beneficiaries (the
Security Trustee)

Postcode WJG 9HP

Presentor's name address and
reference (if any)

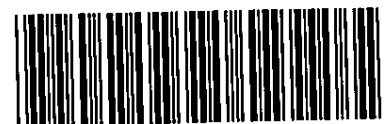
Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
ADW/MXB/49540 00043

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LD3

24/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation sheet attached

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Denton Wilde Sapte LLP

Date

24/10/2008

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

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)**

Notes

† 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 and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Name of company

* insert full name
of company

TDG Overseas Limited (the Chargor)

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

1 Fixed Security

The Chargor

- (a) charged by way of a first legal mortgage all the property (if any) at the date of the Debenture belonging to it and specified in Schedule 2 (*Mortgaged Property*) of the Debenture including all buildings and fixtures at any time thereon, all easements, rights and agreements in respect thereof and the benefit of all covenants given in respect thereof, and all other interests in any freehold or leasehold property at the date of the Debenture or in the future belonging to it, in each case excluding any Pension Security Properties, and
- (b) charged by way of a first fixed charge
 - (i) (to the extent that they are not within Clause 3(a) of the Debenture and as described in paragraph 1(a) to this Form 395) all interests in any freehold or leasehold property now or in the future belonging to it excluding any Pension Security Properties,
 - (ii) the proceeds of sale of any asset detailed at 3(a) or 3(b)(i) or above of the Debenture and as described in paragraphs 1(a) and 1(b)(i) to this Form 395,
 - (iii) all Equipment (other than any Specified Equipment effectively mortgaged by way of a first legal mortgage pursuant to Clause 3(e) of the Debenture and as described in paragraph 1(e) to this Form 395) then or in the future belonging to it and its interest in any such Equipment in its possession at the date of Debenture or in the future,
 - (iv) all of its benefits, claims and returns of premiums in respect of the Insurances,
 - (v) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them,
 - (vi) its goodwill and its uncalled capital both at the date of the Debenture and in future,
 - (vii) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor but excluding
 - (aa) the Charged Accounts and any amounts standing to the credit of any Charged Account, and
 - (bb) excluding any Book Debts that constitute Excluded Pension Assets,
 - (viii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(vii) of the Debenture and as described in paragraph 1(b)(vii) to this Form 395,
 - (ix) its rights under any hedging arrangements,
 - (x) any of its beneficial interest, claim or entitlement in any pension fund,
 - (xi) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,
 - (xii) its Intellectual Property including any revenues or other income arising thereunder and any claims

for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever),

- (c) mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and
- (d) mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge
- (e) mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all of its right, title and interest in and to
 - (i) the Specified Equipment,
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

2 Floating Charge

The Chargor charged by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 3 of the Debenture and as described in paragraph 1 to this Form 395

3 Security

Nature of Security Interests created

The Security Interests created under the Debenture were created

- (a) as a continuing security to secure the payment and discharge of
 - (i) in all cases, the Senior Liabilities,
 - (ii) to the extent that any such Security Interests are in respect of real property (including, without limitation, those properties specified in Schedule 2 (*Mortgaged Property*) of the Debenture, all buildings and fixtures at any time thereon, all easements, rights and agreements in respect thereof and the benefit of all covenants given in respect thereof) or the proceeds of sale of any such real property, the Barclays Liabilities, and
 - (iii) in relation to the Security Interests granted by the Target or any Propco only, the Pension Liabilities,
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- (c) in favour of the Security Trustee as trustee for the Beneficiaries, and
- (d) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

4 Negative Pledge

The Chargor covenanted that it shall not create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or a Permitted Pension Charge or as created by the Debenture

5 Definitions

Additional Pension Security Assets means

- (a) any Pension Escrow Account and any cash balance thereof from time to time, and

- (b) any other property, rights and/or assets that are subject to security granted by any Additional Pension Security Document

Additional Pension Security Documents means

- (a) the agreed form account security agreement to be entered into between Target and the Pension Trustee as soon as possible after the date of the Intercreditor Deed in respect of any Pension Escrow Account,
- (b) the Master Deed solely to the extent that it provides for any turnover trust arrangement (but not any other Security Interest),
- (c) any other agreement or document from time to time entered into by any member of the Target Group or any Propco in favour of the Pension Trustee that grants security to the Pension Trustee (and is not a Pension Property Security Document) and is permitted by the Intercreditor Deed

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Barclays means Barclays Bank PLC

Barclays Counter-Indemnities means the counter-indemnities from time to time held by Barclays in relation to the bonds, guarantees and/or indemnities issued by Barclays from time to time pursuant to the Barclays Facility Letter (including, for the avoidance of doubt, each such counter-indemnity provided prior to the date of the Debenture) and, unless the context otherwise requires, includes each or any of them

Barclays Documents means the Barclays Facility Letter, the Barclays Counter-Indemnities and the Barclays Guarantee

Barclays Facility Letter means the bonds, guarantees and/or indemnities facility letter dated 13 October 2008 and entered into between (1) Barclays and (2) TDG Limited, TDG (UK) Limited and TDG Doman Iberia SL (as borrowers), pursuant to which Barclays agrees to make certain facilities available to such borrowers on the terms set out in the letter

Barclays Guarantee means the guarantee and indemnity from TDG (UK) Limited (incorporated in England with company number 00540403), TDG Avonmouth Limited (incorporated in England with company number 01164553), TDG B V (incorporated in The Netherlands with company number 24147071) and TDG Mond SA (incorporated in Belgium with company number 402469331) in favour of Barclays, dated 13 October 2008 with respect to each borrower's liabilities to Barclays under the Barclays Facility Letter and the Barclays Counter-Indemnities

Barclays Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Chargor to Barclays under the Barclays Documents except for

- (a) any Senior Liabilities which may be owed to Barclays in its capacity as a Finance Party, and
- (b) any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 and, from such time as that section is repealed, would result in a contravention by the Chargor of sections 678 and 679 of the Companies Act 2006 (or its equivalent in any other jurisdiction)

Beneficiaries means the Finance Parties, Barclays and the Pension Trustee

Blocked Accounts means the bank accounts of the Chargor specified in Part I of Schedule 5 of the Debenture and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Security Trustee may designate or approve but in each case excluding any Excluded Pension Assets

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or

related rights and assets)

Borrower means an Original Borrower or an Additional Borrower (each as defined in the Facility Agreement)

Charged Accounts means the Blocked Accounts and the Other Accounts

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 of the Debenture

Equipment means (save to the extent that any such items form part of the Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Chargor and property (other than Fixtures) at the date of the Debenture or in future relating to it or used in connection with it and replacements and substitutions for it wherever located

Excluded Pension Assets means

- (a) the Pension Security Properties, and
- (b) the Additional Pension Security Assets

Facility Agreement means the facility agreement dated 3 July 2008 and as amended and restated on 13 October 2008 between Laxey Logistics Limited and others as Original Borrowers and/or Original Guarantors, Burdale Financial Limited as Original Lender, Burdale Financial Limited as Arranger and Burdale Financial Limited as Agent and Security Trustee

Finance Document means the Facility Agreement, the Intercreditor Deed, the Security Documents, the Fee Letter, the Margin Letter, the Syndication Letter, any L/C, any Accession Letter, each Compliance Certificate (each of the above if not defined in this Form 395 as defined in the Facility Agreement) and any other document designated as such by the Agent

Finance Parties means the Arranger, the Agent, the Security Trustee and the Lenders and **Finance Party** means any of them

Guarantor means an Original Guarantor or an Additional Guarantor (each as defined in the Facility Agreement)

Group Shares means all shares specified in Schedule 4 of the Debenture or in the Schedule to any Deed of Accession or, when used in relation to the Chargor, such of those shares as are specified against its name in Schedule 4 of the Debenture or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by (when used in relation to the Chargor) the Chargor from time to time

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Insurances means all contracts and policies of insurance taken out by a Chargor or in which any Chargor has an interest (to the extent of that interest) save to the extent such insurances (or any part thereof) constitute Excluded Pension Assets

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property

Intercreditor Deed means the intercreditor deed dated 13 October 2008 between (amongst others) the Chargor, the Security Trustee, the Finance Parties, Barclays and the Pension Trustee

Master Deed means the master deed dated on or around the date of the Intercreditor Deed between, amongst others, the Pension Trustee, the Laxey Funds (as defined therein), Laxey Partners Limited, Laxey Logistics Limited, Harris Distribution Limited, WH Holmes (Transport) Limited and Target

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture

Obligor means a Borrower or a Guarantor

Other Accounts means the bank accounts of the Chargor specified in Part II of Schedule 5 of the Debenture and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Security Trustee may designate or approve but excluding any Excluded Pension Assets

Pension Documents means

- (a) the Pension Property Security Documents, and
- (b) any Additional Pension Security Documents

Pension Escrow Account means the account in the name of Target that is to be charged pursuant to the document referred to in paragraph (a) of the definition of "Additional Pension Security Documents"

Pension Liabilities means all Liabilities (as defined in the Intercreditor Deed) of the Target to the Pension Scheme (and/or the Pension Trustee on behalf of the Pension Scheme)

Pension Property Security Documents means

- (a) the security agreement entered into between the Target and the Pension Trustee on or around the date of the Intercreditor Deed in respect of one or more of the properties specified in Schedule 3 of the Intercreditor Deed (or any related rights),
- (b) the security agreement entered into between Harris Distribution Limited and the Pension Trustee on or around the date of the Intercreditor Deed in respect of one or more of the properties specified in Schedule 3 of the Intercreditor Deed (or any related rights),
- (c) the security agreement entered into between WH Holmes (Transport) Limited and the Pension Trustee on or around the date of the Intercreditor Deed in respect of one or more of the properties specified in Schedule 3 of the Intercreditor Deed (or any related rights),
- (d) the deed of mortgage entered into or to be entered into between TDG Doman Iberia S L in favour of the Pension Trustee on or shortly after the date of the Intercreditor Deed in respect of one or more of the properties specified in Schedule 3 of the Intercreditor Deed (or any related rights) any additional security granted over the same property by TDG Doman Iberia S L as required under the Master Deed, and
- (e) any other agreement or document from time to time entered into by any member of the Target Group or any Propco in favour of the Pension Trustee that grants security over any real property (or any interest in or related to real property) and is permitted by the Intercreditor Deed

Pension Scheme means the occupational pension scheme known as the "TDG Pension Scheme"

Pension Security Properties means

- (a) the real property of the Obligors specified in Schedule 3 of the Intercreditor Deed, and
- (b) any additional real property of any Target Group Company or any Propco over which any security is from time to time granted to the Pension Trustee as permitted by this Deed, and
- (c) any rights and/or assets (including the benefit of any insurance) relating to any of the real property referred to in paragraph (a) or (b) of this definition which are subject to security in favour of the Pension Trustee,

(in each case otherwise than pursuant to the Debenture)

Pension Trustee means TDG Trustees Limited a company incorporated in England and Wales with registered number 599961 and registered address at 4-5 Grosvenor Place, London SW1X 7HJ in its capacity as trustee of the Pension Scheme

Permitted Pension Charge means any Security Interest created by the Pension Documents

Permitted Security Interest is defined in the Facility Agreement

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Propco has the meaning given in the Master Deed (in its form as at the date of the Intercreditor Deed)

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Security Assets means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Documents means the Debenture, each Share Security, the Standard Security, the Dutch Receivables Pledge, the Dutch Movables Pledge, the Dutch Mortgage, the Irish Debenture, the Belgian Mortgage, the Belgian Account Pledge, the Belgian Floating Charge, the Belgian Receivables Pledge, the Spanish Account Pledge, the Spanish Receivables Pledge (each of the above as defined in the Facility Agreement) and any other document from time to time executed by any person by way of security for the obligations of any Obligor pursuant to the Facility Agreement

Security Interest means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person, or any arrangement having similar effect

Senior Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Finance Parties under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 and, from such time as that section is repealed, would result in a contravention by the Chargor of sections 678 and 679 of the Companies Act 2006 (or its equivalent in any other jurisdiction)

Specified Equipment means the Equipment (if any) specified in Schedule 8 of the Debenture or in the Schedule to any Deed of Accession

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 7 of the Debenture or in the Schedule to any Deed of Accession

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

Target means TDG Limited (formerly TDG plc) a company incorporated in England and Wales with registered number 00469605 and registered address at 4-5 Grosvenor Place, London SW1X 7HJ

Target Group means the Target and its Subsidiaries from time to time

Transaction Documents means the Finance Documents, the Barclays Documents and the Pension Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 171035
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 OCTOBER
2008 AND CREATED BY TDG OVERSEAS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BURDALE FINANCIAL LIMITED AS TRUSTEE
FOR THE BENEFICIARIES (THE SECURITY TRUSTEE) UNDER
THE BARCLAYS DOCUMENTS, FROM TDG LTD TO THE
PENSION SCHEME (AND/OR THE PENSION TRUSTEE ON
BEHALF OF THE PENSION SCHEME) AND FROM EACH
OBLIGOR TO THE FINANCE PARTIES UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24
OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER
2008

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21/10



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES