

M

CHFP025

Please do not
write in
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

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

634174/13

395

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

For official use

4		
---	--	--

Company number

00171035

Name of company

TDG Overseas Limited (the Pledgor)

Date of creation of the charge

13 October 2008

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

A Belgian law share pledge agreement dated 13 October 2008 made between (amongst others) the Pledgor and Burdale Financial Limited (the Pledge)

Amount secured by the mortgage or charge

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 limitations as set out therein and any obligation which, if it were so included, would result in a contravention of Article 629 of the Belgian Companies Code, and excluding the parallel debt obligations of each Obligor to the Security Trustee under Clause 9 14 (Parallel Debt Obligations) of the Intercreditor Deed (the Secured Obligations)

Please return
via
CH London Counter

+10

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

Burdale Financial Limited, of 53 Queen Ann Street, London (the Pledgee)

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 36
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation sheet attached

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

Denton Wilde Sapte LLP

Date

24/10/2008

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

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

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 Chorgor)

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

1 The Pledge**1.1 The Pledge**

The Pledgor granted to the Pledgee, who accepted, a first-ranking pledge (*gage de premier rang/pand in eerste rang*) over the Shares so as to secure the due performance of all Secured Obligations

1.2 Future Shares

If the Pledgor acquires in any manner any Future Shares, the Pledgor will grant, immediately upon the acquisition thereof, a first ranking pledge to the Pledgee to secure the Secured Obligations over all such Future Shares

2 Continuing Security

The Pledge shall constitute continuing security for due performance of the Secured Obligations and shall remain in full force and effect until expressly released in accordance with the provisions of Clause 11 of the Pledge. In particular, the Pledge shall not be discharged by virtue of the fact that the Pledgor or any other Obligor does not currently owe the Pledgee any Secured Obligations. Nor shall the Pledge be discharged by any intermediate payment, satisfaction of any part of the Secured Obligations or any settlement of accounts

3 Negative Pledge

The Pledgor shall not, without the prior written consent of the Pledgee or unless otherwise permitted under the Facility Agreement, create or permit any Encumbrance on any of the Shares or any portion thereof (irrespective of whether said Encumbrance has priority over the Pledge), other than the Pledge,

4 Definitions

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

Company means TDG Belgium SA, a company organised and existing under the laws of Belgium, having its registered office at Avenue de Tervueren 13A, 1040 Etterbeek, Belgium and recorded with the register of legal entities under company number 0474 098 584 (RLE Brussels)

Encumbrance means any mortgage, charge, pledge, lien, security interest, attachment (*saisie/beslag*) or similar restriction of any kind

Facility Agreement means the facility agreement dated 3 July 2008 between LIT plc and others as Borrowers and/or Guarantors, Burdale Financial Limited as Original Lender, Burdale Financial Limited as Arranger and Burdale Financial Limited as Agent and Security Trustee as acceded to by the Chorgor by an accession letter dated 13 October 2008 and as amended, supplemented, amended and restated or otherwise varied from time to time

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 (each as defined in the

Facility Agreement) and **Finance Party** means any of them

Future Shares means

- (a) any shares in the share capital of the Company which the Pledgor may in the future acquire,
- (b) any and all rights to acquire shares in the capital of the Company, which rights the Pledgor may in the future acquire, and
- (c) any and all other rights pertaining to the shares in the Company which the Pledgor may in the future acquire, including, *inter alia*, the right to receive all cash and non cash returns (including interest, dividend, distributions out of the reserves, repayment or decrease of capital and the remaining balance upon winding-up of the Company)

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

Intercreditor Deed means the intercreditor deed dated 13 October 2008 between the Pledgor and the others as Obligors, the Agent, the Security Trustee, the Lenders, Barclays (as defined in the Facility Agreement) and the Pension Trustee (as defined in the Facility Agreement)

Obligor means a Borrower or a Guarantor

Pledgors means the Pledgor and T D Holdings B V , a company organised and existing under the laws of the Netherlands, having its registered office at Bijsterhuizen 2025, 6604 LH Wijchen, the Netherlands and recorded with the register of legal entities under company number 24147071

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

Shares means

- (a) the 14,562 registered shares in the share capital of the Company, numbered 1 through 14,562 owned by the Pledgors on the date of the Pledge,
- (b) any and all rights to acquire shares in the share capital of the Company, which rights the Pledgor has on the date of the Pledge, and
- (c) any and all other rights pertaining to the shares held by the Pledgor in the Company on the date of the Pledge, including, *inter alia*, the right to receive all cash and non-cash returns on the shares (including interest, dividend, distributions out of the reserves, repayment or decrease of capital and the remaining balance upon winding-up of the Company)

+45



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 171035
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BELGIAN LAW SHARE PLEDGE
AGREEMENT DATED 13 OCTOBER 2008 AND CREATED BY TDG
OVERSEAS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO THE FINANCE
PARTIES ON ANY ACCOUNT WHATSOEVER 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

171035
4



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES