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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

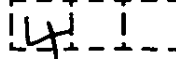
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00540403

Name of company

* TDG (UK) 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)

Deed of Charge over Credit Balances by a Chargor for Own Liabilities (the "Deed of Charge")

Amount secured by the mortgage or charge

All money and the discharge of all liabilities now or at any time hereafter due, owing or incurred to the Bank by the Chargor under or pursuant to the bonds, guarantees and/or indemnities facility letter dated on or about the date of this Deed of Charge between, amongst others, the Bank and the Chargor, (the "Facility Letter") and all counter indemnities from time to time granted by the Chargor in favour of the Bank in relation to the bonds, guarantees and/or indemnities issued by the Bank or its correspondents under or pursuant to the Facility Letter (each a "Counter-Indemnity") whether actually or contingently and whether alone or together with another or others and whether as principal or surety and in whatsoever name or style, together with interest, discount, commission and all other charges, costs and expenses for which the Chargor may be or become liable to the Bank under or pursuant to the Facility Letter, any Counter-Indemnity and/or the Deed of Charge ("the Secured Sums")

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

Barclays Bank PLC whose registered address is at 1 Churchill Place, London, E14 5HP and whose address for correspondence is Level 28, One Churchill Place, London (the "Bank")

Postcode E14 5HP

Presenter's name address and
reference (if any)

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

70656-120818

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



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A30

17/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of first fixed charge all sums of money specified in the Schedule 2 hereto (the "Deposit(s)" which expression includes all or any of the money payable pursuant to such Deposit(s) and the debt(s) represented thereby), together with all interest from time to time accruing thereon. It also creates an assignment by the Chargor, for the purposes of and to give effect to the security, over the right of the Chargor to require repayment of such Deposit(s) and interest thereon

See addendum 4/4

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  on behalf of DLA Piper UK LLP. Date 16/10/08.
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 (UK) Limited (the "Chargor")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

Schedule 2:Part 1Details of the Charged Deposit(s)

In the security expression "Deposit(s)" is defined to mean all sums of money in any currency

- (a) deposited or paid by the Chargor now or at any time after the date of the charge to the credit of the account(s) (if any) with the Bank specified in Part 2 of this schedule and/or where the context permits) any additional or substitute account(s) hereafter opened with the Bank for the deposit or holding of all or part of the money or interest subject to the security, and
- (b) deposited or paid by the Chargor with or to the Bank or held by the Bank on behalf of the Chargor pursuant to the Deposit Contract(s), (if any) short particulars are given in Part 3 of this schedule, and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs

and, in each case, whether such money has been deposited or paid (if the undersigned are more than one) on behalf of each Chargor or any Chargor jointly with another or other Chargors and whether any such account is opened in the name of all or any Chargor or the Bank's name or otherwise

Part 2Details of Charged Accounts

Barclays Bank Plc Re TDG (UK) Limited, Sort Code 200000, Account Number 83922456

Part 3Details of Charged Deposit Contract(s)

Bonds, guarantees and/or indemnities facility letter dated on or about the date of this charge between Barclays Bank PLC and the Chargor

Covenants and Restrictions

The Chargor has agreed under Clause 3 of the Deed of Charge, that during the currency of the Deed of Charge and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Bank or paid to it or held by it, such deposit(s) shall only be payable upon request or demand and the Chargor shall not be entitled to make any request or demand upon the

Name of company

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Bank for repayment of such Deposit(s) or for payment of interest hereon, unless the Bank shall first have agreed to release the Deed of Charge insofar as it concerns such Deposit(s)

The Chargor is prohibited under Clause 6 of the Deed of Charge from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the Deed of Charge or its right, title or interest therein, or agreeing so to do, other than by way of floating charge under the debenture dated on or about the date of this Deed of Charge and granted in favour of Burdale Financial Limited as security trustee

Without prejudice to the Bank's foregoing rights and as a separate and independent stipulation, the Chargor agrees that the Bank may at any time or times without notice to the Chargor combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to the Chargor's credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with the Bank or opened by it on behalf of the Chargor with some third party and whether opened in the Chargor's name or in the Bank's name or otherwise) with all or such part of the Secured Sums as the Bank may determine (whether presently payable or not) provided that this paragraph shall not apply to any Blocked Account

"Blocked Account" means

(a) the account held with the Bank in the name of TDG (UK) Limited, Sort Code 20-00-00, Account Number 10819387 and IBAN GB63 BARC 2000 0010 8193 87, and

(b) any other account held with the Bank which the Chargor and the Bank agree in writing is to be deemed a "Blocked Account" for the purposes of the Deed of Charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 540403
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER CREDIT
BALANCES DATED 13 OCTOBER 2008 AND CREATED BY TDG
(UK) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC
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 17 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2008

11/10/08



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES