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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

634687/13

395

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

For official use

Company number

11

00540403

Name of company

*TDG (UK) Limited (the **Chargor**)

Date of creation of the charge

18 November 2008

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

A supplemental debenture dated 18 November 2008 and entered into between (1) the Chargor and (2) the Security Trustee (as defined below) (the **Supplemental Debenture**). The Supplemental Debenture is supplemental to a debenture dated 13 October 2008 made between (amongst others) (1) the Chargor and (2) the Security Trustee (the **Debenture**).

Amount secured by the mortgage or charge

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

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

Please return
via
CH London Counter

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
VIA CH LONDON COUNTER
ADW/MXB/49540.00043

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LDJVI576

LD9

28/11/2008

76

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

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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 Sayte LLP

Date *28/11/08*

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**)

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

1 Creation of Security

The Chargor, as continuing security to secure the payment and discharge of the Secured Liabilities, mortgaged or (if or to the extent that the Supplemental Debenture does not take effect as a mortgage) charged by way of fixed charge all of its right, title and interest in and to:

- (a) the TDG UK Specified Equipment;
- (b) all spare parts and replacements for and all modifications and additions to the TDG UK Specified Equipment.

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2 Existing Debenture

- 2.1 It was agreed that for the purposes of the Supplemental Debenture and the Debenture and with effect from the date of the Supplement Debenture, the TDG UK Specified Equipment shall form part of the Specified Equipment and the Security Assets and any references in the Debenture to the Security Interests created by or pursuant to the Debenture shall be deemed to include the Security Interests created by or pursuant to the Supplemental Debenture.
- 2.2 It was also agreed that the Debenture shall continue in full force and effect as supplemented by the Supplemental Debenture.

3 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 Supplemental Debenture and/or the Debenture.

4 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.

Name of company

* insert full name
of company*TDG (UK) Limited (the **Chargor**)**Agent** means Burdale Financial Limited.**Arranger** means Burdale Financial Limited.**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) Target, the Chargor and TDG Doman Iberia SL (as borrowers), pursuant to which Barclays agreed to make certain facilities available to such borrowers on the terms set out in the letter.**Barclays Guarantee** means the guarantee and indemnity from the Chargor, 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.**Borrower** means an Original Borrower or an Additional Borrower (each as defined in the Facility Agreement).**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 Supplement 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 (as defined in the Intercreditor Agreement); and
- (b) the Additional Pension Security Assets (as defined in the Intercreditor Agreement).

Facility Agreement means the facility agreement dated 3 July 2008 and as amended and restated on 13 October 2008 between Laxey Logistics and others as Original Borrowers and/or Original Guarantors and Burdale

Name of company

* insert full name
of company*TDG (UK) Limited (the **Chargor**).

Financial Limited as Original Lender, Arranger, 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.

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property save to the extent, in each case, that they constitute Excluded Pension Assets.

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 (amongst others) Laxey Logistics, the Security Trustee, the Finance Parties, Barclays and the Pension Trustee.

Laxey Logistics means Laxey Logistics Limited.

Lenders means:

- (a) the Original Lender; and
- (b) any institution which becomes a party to the Facility Agreement as a Lender in accordance with Clause 24 (*Changes to Lenders*) of the Facility Agreement.

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, 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.

Original Lender means Burdale Finance Limited.

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);

Name of company

* insert full name
of company*TDG (UK) Limited (the **Chargor**)

- (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 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).

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.

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

M395 Continuation Sheet

Company number

00540403

Name of company

* insert full name
of company

*TDG (UK) Limited (the **Chargor**)

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.

TDG UK Specified Equipment means the Equipment specified in the Schedule to the Supplemental Debenture (as set out in the Schedule to this Form 395).

Company number

00540403

Name of company

* insert full name
of company

*TDG (UK) Limited (the **Chargor**)

SCHEDULE – TDG UK Specified Equipment

Please see attached sheets

TDG (UK) Ltd
Major assets

Resp BU	Item Number	Description	Age	Life Months	Purchase Date	Location	Original Cost	Accum Deprec	Net Book Value
Portable office									
21820	51060	Modular office	5y		23/11/2003	Thurrock	117,866.10	-33,905.87	83,960.23
Fork lift									
60320	56769	10 tonne forklift hyster 20	1y		25/11/2007		36,050.00	-12,024.42	24,025.58
Racking									
		Kelloggs new contract commenced July 2008		0		2008 Kelloggs Trafford Park	986,739.00		986,739.00
31010	51781	Mossend -large warehouse used for Argos	4 to 10y		1996 to 2004	Mossend	1,072,445.00	-780,873.00	291,572.00
17110	37671	Drive in racking	10y		31/08/1998	Newport cold store	187,483.00	-139,321.52	48,161.48
17810	39634	Drive in racking	10y		31/12/1998	Peterborough cold store	220,748.00	-164,138.13	56,611.87
17510	42262	Drive in racking	9y		04/07/1999	Luton cold store	492,743.25	-346,476.63	146,266.62
17810	45184	Drive in racking	8y		27/08/2000	Manchester cold store	61,850.00	-37,230.29	24,628.71
16312	50359	Racking	5y		25/05/2003	Appleton Link site	394,664.00	-340,989.00	53,695.00
36512	48491	Racking	10y		26/11/2000	Wrexham	415,674.00	-328,389.00	87,285.00
10810	51091	Racking	4 to 14y		1994 and 2004	Euroterminal	298,545.00	-232,105.00	66,440.00
14210	32257	Racking	10y		20/08/1995	Omya- Euroterminal	147,187.00	-141,073.00	6,124.00
14610	45123	Pallet racking	8y		27/08/2000	Stretton	91,989.00	-74,406.40	17,582.60
12310	1827	Racking	4y to 12y		1996 to 2004	Stowmarket	791,548.00	-617,495.00	174,053.00
11110	43494	Racking	4 y to 9y		1998 to 2004	Goole	631,574.00	-675,745.00	255,829.00
24210	45205	Racking	8y		27/08/2000	Bromford Gate	132,205.67	-106,937.81	25,268.18
26410	57248	New racking	1/2y		27/04/2008	West Hallam	350,013.18	-12,060.23	276,223.65
14510	48133	Pallet racking system	8y		26/11/2000	Br	252,226.39	-197,369.59	54,856.80
Tanks and chemical plant									
24110	42881	TANK FARM UNIQEMA	9y		29/08/1999	Wilton	801,281.70	-352,404.51	448,877.19
23510	42897	ADIPIC PLANT	9y		31/10/1999	Wilton	505,222.66	-410,337.54	94,885.42
25410	56368	Tanks and associated equipment	Various	Various		Various Dagenham	11,689,846.00	-4,732,660.00	6,957,186.00
Tank washing and steam cleaning									
21221	57620	Tank and steam cleaning plant	1y		2007/2008	Batley	1,565,529.00	-713,611.00	851,918.00
21730	51091	Tank and steam cleaning plant	1y		2007/2008	Runcom	1,288,335.00	-671,335.00	617,000.00
23330	52462	Tank and steam cleaning plant	4y		2004/2005	Grangemouth	558,702.00	-298,296.00	260,406.00
22330	52071	Tank and steam cleaning plant	4y		2004/2008	Avonmouth	384,427.00	-189,305.00	215,122.00

23,779,715.55 -11,588,486.94 12,129,517.61

Amount advanced £2,200,000

Trailers

21320	54177	T730003			28/05/2008	Runcom	91,385.00	-14,247.70	77,137.30
34220	54340	AVO TRAILERS X 2 (05/09/01)			02/07/2008	KC	85,776.00	-24,304.88	61,471.12
53320	55300	WALKING FLOOR TRAILERS (07/			28/01/2007	Thatcham	179,700.00	-57,184.48	122,515.52
53320	57245	WALKING FLOOR TRAILERS (07/			27/04/2008	Thatcham	148,939.18	-10,280.77	138,658.41
53320	55689	VF90M340A70240281			18.1.07	Thatcham	44,250.00	-14,760.00	29,490.00
53320	55690	VF90M340A70240281			18.1.07	Thatcham	44,250.00	-14,760.00	29,490.00
53320	55691	VF90M340A70240281			18.1.07	Thatcham	44,250.00	-14,760.00	29,490.00
53320	55692	VF90M340A70240281			18.1.07	Thatcham	44,250.00	-14,760.00	29,490.00
21320	57347	YB42300235L018385			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57348	YB42300235L018386			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57349	YB42300235L018387			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57350	YB42300235L018388			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57351	YB42300235L018389			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57352	YB42300235L018390			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57353	YB42300235L018391			25/05/2008	Runcom	44,068.00	-2,194.56	41,873.44
21320	57354	YB42300235L018392			25/05/2008	Runcom	49,519.00	-2,468.33	47,050.67
21320	57355	EKCU 230601 SOLVAY TRAILER			25/05/2008	Runcom	17,491.00	-869.54	16,621.46
21320	57356	EKCU 240602 SOLVAY TRAILER			25/05/2008	Runcom	17,491.00	-869.54	16,621.46
21320	57357	EKCU 230603 SOLVAY TRAILER			25/05/2008	Runcom	17,491.00	-869.54	16,621.46
21320	57358	EKCU 240604 SOLVAY TRAILER			25/05/2008	Runcom	17,491.00	-869.54	16,621.46
21320	55622	134004- NEW VCM TANK			01/04/2007	Runcom	66,312.00	-20,414.18	47,897.84

1,183,071.18 -206,778.40 976,292.78

Tractor units and other

60320	56774	VOLVO FLH14 YCZ4960- 2004 Northern Ireland			25/11/2007	Mallusk	17,285.00	-5,748.86	11,536.14
60320	56775	VOLVO FLH14 YCZ4959- 2004 Northern Ireland			25/11/2007	Mallusk	17,285.00	-5,748.86	11,536.14
21820	56834	DG52JCX			27/01/2008		14,750.00	-3,282.23	11,467.77
21329	56860	MT57NUW Ford transit			27/01/2008		9,890.00	-1,267.44	8,392.56
38420	56635	Ford Galaxy					11,200	-2,809.31	8,392.56

Swap bodies and trailers

							70,210.00	-18,886.70	51,323.17
26921	46728	FNT01-DRAWBAR TRAILER			31/12/2000	Pocklington	14,905.00	-13,264.68	1,640.34
26921	46729	FNT02 DRAWBAR TRAILER			31/12/2000	Pocklington	14,905.00	-13,264.68	1,640.34
26921	46730	FNT03 DRAWBAR TRAILER			31/12/2000	Pocklington	14,905.00	-13,264.68	1,640.34
26921	46731	FNT04 DRAWBAR TRAILER			31/12/2000	Pocklington	14,905.00	-13,264.68	1,640.34
26921	46732	FNT05 DRAWBAR TRAILER			31/12/2000	Pocklington	14,905.00	-13,264.68	1,640.34
26921	46733	DEMOUNT BODIES-16 OFF x 16			31/12/2000	Pocklington	166,056.00	-151,104.42	14,951.58
12320	47709	ICIDD11 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47710	ICIDD13 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47711	ICIDD07 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47712	ICIDD18 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47713	ICIDD17 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47714	ICIDD16 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47715	ICIDD15 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47716	ICIDD14 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47717	ICIDD10 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47718	ICIDD03 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47719	ICIDD04 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47720	ICIDD02 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47721	ICIDD06 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47722	ICIDD05 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47723	ICIDD09 TRI AXLE SEMI- 347 x 2			27/05/2001	Stowmarket	48,094.00	-44,587.54	3,506.46
12320	47725	ICIDD08 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
12320	47726	ICIDD01 TRI AXLE SEMI- 347			27/05/2001	Stowmarket	24,047.00	-22,293.77	1,753.23
11120	52793	52793 DEMOUNT BOX (04/065)			27/02/2005	Goole	7,860.00	-3,426.74	4,433.26
11120	52794	52794 DEMOUNT BOX (04/065)			27/02/2005	Goole	7,860.00	-3,426.74	4,433.26
11120	52795	52795 DEMOUNT BOX (04/065)			27/02/2005	Goole	7,860.00	-3,426.74	4,433.26
12320	52796	DEMOUNT BOX POD 0501			27/02/2005	Stowmarket	7,860.00	-3,426.74	4,433.26
11120	52797	52797 DEMOUNT BOX (04/065)			27/02/2005	Stowmarket	7,860.00	-3,426.74	4,433.26

11120	52798 52798 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
12320	52799 DEMOUNT BOX POD 0502	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
12320	52800 DEMOUNT BOX POD 0503	27/02/2005	Stowmarket	7,860.00	-3,428.74	4,433.26
12320	52801 DEMOUNT BOX POD 0504	27/02/2005	Stowmarket	7,860.00	-3,428.74	4,433.26
11120	52802 DEMOUNT BOX POD 0505	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52803 DEMOUNT BOX POD 0506	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
12320	52804 DEMOUNT BOX POD 0507	27/02/2005	Stowmarket	7,860.00	-3,428.74	4,433.26
11120	52805 52805 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52806 52806 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52807 52807 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52808 52808 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52809 52809 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52810 52810 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
12320	52811 DEMOUNT BOX POD 0508	27/02/2005	Stowmarket	7,860.00	-3,428.74	4,433.26
11120	52812 52812 DEMOUNT BOX (04/065)	27/02/2005	Goole	7,860.00	-3,428.74	4,433.26
11120	52900 DEMOUNT BOX POD 0509	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	52901 DEMOUNT BOX POD 0510	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52902 DEMOUNT BOX POD 0511	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52903 DEMOUNT BOX POD 0512	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52904 DEMOUNT BOX POD 0513	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52905 DEMOUNT BOX POD 0514	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	52906 DEMOUNT BOX POD 0515	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	52907 DEMOUNT BOX POD 0516	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52908 DEMOUNT BOX POD 0517	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52909 DEMOUNT BOX POD 0518	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52910 DEMOUNT BOX POD 0519	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	52911 DEMOUNT BOX POD 0520	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	52912 DEMOUNT BOX POD 0521	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52913 DEMOUNT BOX POD 0522	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52914 DEMOUNT BOX POD 0523	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52915 DEMOUNT BOX POD 0524	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52916 DEMOUNT BOX POD 0525	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52917 DEMOUNT BOX POD 0526	01/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	52918 52918 DEMOUNT BOX (04/065)	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
11120	52919 52919 DEMOUNT BOX (04/065)	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
11120	52920 52920 DEMOUNT BOX (04/065)	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
11120	52921 52921 DEMOUNT BOX (04/065)	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
11120	52922 52922 DEMOUNT BOX (04/065)	01/05/2005	Goole	7,860.00	-3,351.43	4,508.57
11120	52950 52950 DEMOUNT BOX (04/065)	29/05/2005	Goole	7,860.00	-3,351.43	4,508.57
11120	52951 52951 DEMOUNT BOX (04/065)	29/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	52952 DEMOUNT BOX POD 0527	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52953 DEMOUNT BOX POD 0528	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	52954 DEMOUNT BOX POD 0529	29/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	52955 DEMOUNT BOX POD 0530	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52956 DEMOUNT BOX POD 0531	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52957 DEMOUNT BOX POD 0532	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52958 DEMOUNT BOX POD 0533	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52959 DEMOUNT BOX POD 0534	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	52960 DEMOUNT BOX POD 0535 x 2	29/05/2005	Goole	15,720.00	-6,702.86	9,017.14
12320	52962 DEMOUNT BOX POD 0537	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52963 DEMOUNT BOX POD 0538	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52964 DEMOUNT BOX POD 0539	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52965 DEMOUNT BOX POD 0540	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	52997 52997 DEMOUNT BOX (04/065)	29/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	52998 DEMOUNT BOX POD 0541	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	52999 DEMOUNT BOX POD 0542	29/05/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
11120	53000 DEMOUNT BOX POD 0543	29/05/2005	Goole	7,860.00	-3,351.43	4,508.57
12320	53001 DRAWBAR TRAILER TRI 1	29/05/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53002 DRAWBAR TRAILER TRI 2	29/05/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53003 DRAWBAR TRAILER TRI 3	29/05/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53164 DRAWBAR TRAILER TRI 4	31/07/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53165 DRAWBAR TRAILER TRI 5	31/07/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53166 53166 DRAWBAR TRAILER	31/07/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53167 53167 DRAWBAR TRAILER	31/07/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53168 53168 DRAWBAR TRAILER	31/07/2005	Stowmarket	14,215.00	-5,755.03	8,459.97
12320	53169 DEMOUNT BOX POD 0544	31/07/2005	Stowmarket	7,860.00	-3,351.43	4,508.57
12320	53170 DEMOUNT BOX POD 0545	31/07/2005	Stowmarket	7,860.00	-3,351.43	4,508.57

1,298,047.00	-884,104.97	413,942.03
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Total vehicles, trailers and swap bodies

2,551,328.18	-1,109,570.07	1,441,559.98
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Amount advanced

£700,000



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 540403
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 18 NOVEMBER 2008 AND CREATED BY TDG (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES, FROM
THE COMPANY TO BARCLAYS AND FROM THE TARGET TO
THE PENSION SCHEME (AND/OR THE PENSION TRUSTEE ON
BEHALF OF THE PENSION SCHEME) 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 28 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER
2008



P. Noel

