

635667/78

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

* insert full name of Company

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

For official use

| | | |
|--|---|---|
| | 1 | 2 |
|--|---|---|

Company number

| |
|----------|
| 00540403 |
|----------|

Name of company

| |
|--|
| TDG (UK) Limited (the Chargor) |
|--|

Date of creation of the charge

| |
|-----------------|
| 30 January 2009 |
|-----------------|

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

| |
|--|
| A supplemental debenture dated 30 January 2009 between (1) the Chargor and (2) the Security Trustee (as defined below) (the Supplemental Debenture). The Supplemental Debenture as supplemental to a debenture dated 13 October 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). Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached. |
|---|

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 |

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
RJ/ADW/MXB/49540.00043

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

TUESDAY



LD4 10/02/2009 63
COMPANIES HOUSE

Please return via
CH London Counter

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

10/02/2009

*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

Company number

00540403

Name of company

* insert full name
of companyTDG (UK) Limited (the **Chargor**)

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

1 Creation of Security

The Chargor assigned absolutely (subject to a proviso for reassignment on redemption) or (if or to the extent that such assignment is not effective) charged by way of first fixed charge all of its present and future right, title and interest in and to:

- (a) the Argos Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (b) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(a) of the Supplemental Debenture as set out in sub-paragraph 1(a) of this Form 395;
- (c) the Vita Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (d) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(c) of the Supplemental Debenture as set out in sub-paragraph 1(c) of this Form 395;
- (e) the Corus Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (f) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(e) of the Supplemental Debenture as set out in sub-paragraph 1(e) of this Form 395;
- (g) the Diageo Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (h) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(g) of the Supplemental Debenture as set out in sub-paragraph 1(g) of this Form 395;
- (i) the ICI Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (j) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(i) of the Supplemental Debenture as set out in sub-paragraph 1(i) of this Form 395;
- (k) the Johnson Diversey Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (l) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(k) of the Supplemental Debenture as set out in sub-paragraph 1(k) of this Form 395;
- (m) the Kimberly Clark Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (n) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(m) of the Supplemental Debenture as set out in sub-paragraph 1(m) of this Form 395;
- (o) the LPR UK Receivables, both uncollected and collected and the proceeds of the same owing to the

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00540403

Name of company

* insert full name
of company

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

Chargor;

- (p) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(o) of the Supplemental Debenture as set out in sub-paragraph 1(o) of this Form 395;
- (q) the Shop Direct Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (r) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(q) of the Supplemental Debenture as set out in sub-paragraph 1(q) of this Form 395;
- (s) the Tesco Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (t) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(s) of the Supplemental Debenture as set out in sub-paragraph 1(s) of this Form 395;
- (u) the Major Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (v) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(u) of the Supplemental Debenture as set out in sub-paragraph 1(u) of this Form 395;
- (w) the Intermediate Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor; and
- (x) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(w) of the Supplemental Debenture as set out in sub-paragraph 1(w) of this Form 395.
- (y) the Minor Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor; and
- (z) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(y) of the Supplemental Debenture as set out in sub-paragraph 1(y) of this Form 395.

2 Existing Debenture

2.1 For the purposes of the Supplemental Debenture and the Debenture and with effect from 30 January 2009:

- (a) 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; and
- (b) the Supplemental Debenture shall be read as one with the Debenture so that all references 'this Deed' and similar expressions shall include references to the Supplemental Debenture.

2.2 The Debenture shall continue in full force and effect as supplemented by the Supplemental Debenture.

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Name of company

* insert full name
of company

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

3 Security

Nature of Security Interests created

The Security Interests created under the Supplemental 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

In this Form 395:

Argos means Argos Limited, a company incorporated in England and Wales with company number 01081551.

Argos Receivables means all Book Debts payable by Argos.

Barclays means Barclays Bank PLC.

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 each Chargor to Barclays under the

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Name of company

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

* insert full name
of company

Barclays Documents (as defined in the Debenture) 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 a 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.

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).

Corus means Corus UK Limited, a company incorporated in England and Wales with company number 02280000.

Corus Receivables means all Book Debts payable by Corus.

Diageo means Diageo Great Britain Limited, a company incorporated in England and Wales with company number 00507652.

Diageo Receivables means all Book Debts payable by Diageo.

Facility Agreement means the facility agreement dated 3 July 2008 and as amended and restated on 13 October 2008 and 30 January 2009 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 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.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance

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* insert full name
of company

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

with GAAP, be treated as a finance or capital lease;

- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

ICI means Imperial Chemical Industries Limited, a company incorporated in England and Wales with company number 00218019.

ICI Receivables means all Book Debts payable by ICI.

Intermediate Receivable means a Book Debt which is not a Specified Receivable or an Excluded Book Debt and which is for an amount exceeding £100,000 but less than £500,000.

Johnson Diversey means JohnsonDiversey UK Limited, a company incorporated in England and Wales with company number 03459907.

Johnson Diversey Receivables means all Book Debts payable by Johnson Diversey.

Kimberly Clark means Kimberly-Clark Limited, a company incorporated in England and Wales with company number 00308676.

Kimberly Clark Receivables means all Book Debts payable by Kimberly Clark.

LPR UK means L.P.R.-Logistic-Packaging Return, a company incorporated in France with company number FC023676.

LPR UK Receivables means all Book Debts payable by LPR UK.

Major Receivable means a Book Debt which is not a Specified Receivable or an Excluded Book Debt and which is for an amount of £500,000 or more.

Minor Receivable means a Book Debt which is not a Specified Receivable or an Excluded Book Debt and which is for an amount of £100,000 or less.

Obligor means a Borrower or a Guarantor (each as defined in the Facility Agreement).

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

Pension Liabilities is as defined in the Debenture.

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 Guarantee Liabilities means the liabilities of the named Obligors under the facilities specified in Schedule 10 (*Permitted Guarantee Liabilities*) of the Facility Agreement, in each case, up to the maximum amount specified opposite such facilities in that Schedule.

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

Permitted Security Interest means:

- (a) any Security Interest granted in favour of the Lenders;
- (b) any Security Interest the subject of the Intercreditor Deed (as defined in the Facility Agreement) from time to time;
- (c) any Security Interest which arises by operation of law in the ordinary course of trading;
- (d) any Security Interest pursuant to the relevant account bank's general banking terms and conditions (Algemene Bankvoorwaarden) where it concerns an Other Account (as defined in the Debenture) held in The Netherlands;
- (e) any Security Interest which relates to cash collateral provided in respect of any of the Permitted Guarantee Liabilities or the Financial Indebtedness of TDG UK specified in Clause 22.8(l)(ii) where:
 - (i) the amount of the cash collateral does not exceed the amount of the relevant Permitted Guarantee Liabilities or Financial Indebtedness as the case may be;
 - (ii) unless the Agent has otherwise consented in writing, such cash collateral is provided by Laxey and/or Bidco (each as defined in the Facility Agreement) rather than out of a Utilisation or otherwise from any Obligor's own financial resources; and
 - (iii) the Security Interest does not extend beyond the cash collateral so provided or the account or accounts in which the cash collateral is held; and
- (f) any other Security Interest to which the Agent has given its prior written consent and which is subordinated on terms acceptable to the Agent (acting on the instructions of all of the Majority Lenders).

Propco is as defined in the Debenture.

Security Assets means all assets of the Chargor the subject of any security created by the Supplemental Debenture.

Security Interest means a mortgage, charge, standard security, pledge, lien or other security interest securing

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Name of company

* insert full name
of company

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

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).

Shop Direct means Shop Direct Home Shopping Limited, a company incorporated in England and Wales with company number 04663281.

Shop Direct Receivables means all Book Debts payable by Shop Direct.

Specified Receivables means the Argos Receivables, the Vita Receivables, the Corus Receivables, the Diageo Receivables, the ICI Receivables, the Johnson Diversey Receivables, the Kimberly Clarke Receivables, the LPR UK Receivables, the Shop Direct Receivables and the Tesco Receivables.

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.

Tesco means Tesco Distribution Limited, a company incorporated in England and Wales with company number 02972724.

Tesco Receivables means all Book Debts payable by Tesco.

Utilisation means a utilisation of a Facility.

Vita means Vita Cellular Foams (UK) Limited, a company incorporated in England and Wales with company number 00621497.

Vita Receivables means all Book Debts payable by Vita.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 540403
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 30 JANUARY 2009 AND CREATED BY TDG (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH CHARGOR AND 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 10 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES