

639444/26

In accordance with
Section 860 of the
Companies Act 2006.

MG01

Particulars of a mortgage or charge



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.

X What this form is for

You cannot use this form to register particulars of a charge on a company. To do this you must use form MG01s.

FRIDAY



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LD2 08/01/2010 62
COMPANIES HOUSE

Please return
via
CH London Counter

| | | |
|----------------------|--|--|
| 1 | Company details | <div> <div>1/6</div> <div>For official use</div> </div> <div> → Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by * </div> |
| Company number | 0 0 5 4 0 4 0 3 | |
| Company name in full | TDG (UK) Limited (the Chargor) | |
| 2 | Date of creation of charge | |
| Date of creation | <div> <div>d 2 4</div> <div>m 1 2</div> <div>y 2 0 9</div> </div> | |
| 3 | Description | |
| | Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'. | |
| Description | Supplemental debenture dated 24 December 2009 between the Chargor and the Security Trustee (as defined below) (the Supplemental Debenture). The Supplemental Debenture is supplemental to an existing debenture dated 13 October 2008 Between, amongst others, the Chargor and the Security Trustee (the Debenture). | |
| 4 | Amount secured | |
| | Please give us details of the amount secured by the mortgage or charge. | |
| Amount secured | <p>The Senior Liabilities, Barclays Liabilities and the Pension Liabilities (together, the Secured Liabilities)</p> <p>For terms not defined see MG01 Continuation Sheet.</p> | Continuation page Please use a continuation page if you need to enter more details. |

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

| | |
|----------|--|
| Name | Burdale Financial Limited (the Security Trustee) |
| Address | 5 th Floor, Bow Bells House, 1 Bread Street, London |
| Postcode | E C 4 M 9 B E |
| Name | |
| Address | |
| Postcode | |

Continuation page

Please use a continuation page if you need to enter more details.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars See the MG01 Continuation Sheet attached.

Continuation page

Please use a continuation page if you need to enter more details.

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Particulars of a mortgage or charge

| | | |
|---|--|--|
| <p>7</p> | <p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p> | |
| <p>Commission allowance or discount</p> | <p>NIL</p> | |
| <p>8</p> | <p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p> | |
| <p>9</p> | <p>Signature</p> <p>Please sign the form here.</p> <p>Signature</p> <p><i>X Denton Wilde Saype LLP X</i></p> <p>This form must be signed by a person with an interest in the registration of the charge.</p> | |

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Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
Juhae Chae

Company name
Denton Wilde Sapte LLP

Address
One Fleet Place

Post town
London

County/Region
Greater London

Postcode
E C 4 M 7 W S

Country
England

DX
DX 242

Telephone
0207 246 7160

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record.

How to pay

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

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

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

1 Security

1.1 Fixed Security

The Chargor:

- (a) charged by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule 2 (*Mortgaged Property*) of the Supplemental Debenture (set out in Schedule 2 of this Form MG01) (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 now 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 3.1(a) of the Supplemental Debenture (set out in Clause 1.1(a) of this Form MG01)) 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 Clause 3.1(a) or Clause 3.1(b)(i) of the Supplemental Debenture or above (set out in Clause 1.1(a) or Clause 1.1(b)(i) or above of this Form MG01);
 - (iii) all of its right, title and interest (if any) in and to the Controlled Accounts and all monies standing to the credit of any the Controlled Accounts and the debts represented by them; and
- (c) assigned absolutely (subject to a proviso for reassignment on redemption) or (if or to the extent that such assignment is not effective) charges by way of first fixed charge all of its present and future right, title and interest in and to:
 - (i) 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 Controlled Accounts and any amounts standing to the credit of any Controlled Account; and
 - (bb) excluding any Book Debts that constitute Excluded Pension Assets;
 - (ii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3.1(c)(i) of the Supplemental Debenture (set out in Clause 1.1 (c)(i) of this Form MG01).

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| | Please give the short particulars of the property mortgaged or charged. |
| Short particulars | <p>2 Existing Debenture</p> <p>2.1.1 For the purposes of the Supplemental Debenture and the Debenture and with effect from the date of the Supplemental Debenture, 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.</p> <p>2.1.2 The Debenture shall continue in full force and effect as supplemented by the Supplemental Debenture.</p> <p>2.1.3 The Security Interests created by the Supplemental Debenture is in addition to and shall not merge with the Security Interests created by the Debenture.</p> <p>3 Restrictions on dealings</p> <p>The Chargor covenanted not to:</p> <p>(a) 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; or</p> <p>(b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 4.1 of the Debenture and except as provided for under the Transaction Documents.</p> <p>4 Definitions</p> <p>4.1 Unless otherwise expressly defined in this Form MG01, words and expressions referred to in this Form MG01 shall have the same meanings as they appear in the Facility Agreement and in addition to this Form MG01:</p> <p>Additional Pension Security Assets is defined in the Intercreditor Deed.</p> <p>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:</p> <p>(a) any Senior Liabilities which may be owed to Barclays in its capacity as a Finance Party; and</p> <p>(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).</p> <p>Book Debts means:</p> <p>(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</p> |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged. | |
| Short particulars | <p>(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).</p> <p>Controlled Account means the bank accounts of the Chargor specified in Schedule 1 of the Supplemental Debenture (set out in Schedule 1 of this Form MG01 below).</p> <p>Excluded Pension Assets means:</p> <p>(c) the Pension Security Properties; and</p> <p>(d) the Additional Pension Security Assets.</p> <p>Facility Agreement means the facility agreement dated 3 July 2008 as amended and restated on 13 October 2008, 20 January 2009 and on 24 December 2009 between the Company 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.</p> <p>Finance Parties means the Arranger, the Agent, the Security Trustee and the Lenders and Finance Party means any of them.</p> <p>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 Hedging Agreement and Accession Letter, each Compliance Certificate and any other document designated as such by the Agent.</p> <p>Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture.</p> <p>Pension Documents has the meaning given to "Pension Security Documents" in the Intercreditor Deed.</p> <p>Permitted Pension Charge means any Security Interest created by the Pension Documents.</p> <p>Permitted Security Interest means:</p> <p>(a) any Security Interest granted in favour of the Lenders;</p> <p>(b) any Security Interest the subject of the Intercreditor Deed from time to time;</p> <p>(c) any Security Interest which arises by operation of law in the ordinary course of trading;</p> <p>(d) any Security Interest pursuant to the relevant account bank's general banking terms and conditions (<i>Algemene Bankvoorwaarden</i>) where it concerns an Other Account held in The Netherlands;</p> <p>(e) and 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(I)(ii) of the Debenture where:</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged. | |
| Short particulars | <p>(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;</p> <p>(ii) unless the Agent has otherwise consented in writing, such cash collateral is provided by Laxey and/or Bidco rather than out of a Utilisation or otherwise from any Obligor's own financial resources; and</p> <p>(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</p> <p>(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 the Majority Lenders).</p> <p>Pension Liabilities has the meaning given to "Pension Debt" in the Intercreditor Deed.</p> <p>Pension Security Properties is defined in the Intercreditor Deed.</p> <p>Security Asset means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property).</p> <p>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.</p> <p>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).</p> <p>Transaction Documents means the Finance Documents, the Barclays Documents and the Pension Documents.</p> | |

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Schedule 1- Controlled Accounts

| Chargor | Bank | Branch | Sort Code | Account No. |
|------------------|-------------------|---------------------------------------|-----------|-------------|
| TDG (UK) Limited | Barclays Bank PLC | One Churchill Place London E14 5HP | 20-00-00 | 10819387 |

Schedule 2 – Mortgaged Properties

| Property Description | Title Number (if registered) | Class of Title | Chargor |
|---|------------------------------|----------------|------------------|
| The leasehold land known as Unit 143, Pinnacle Storage Park, Cat & Fiddle Lane, West Hallam, Ilkeston DE7 6HD more particularly described in a Lease dated on or around the date of this Supplemental Debenture between LIT Cat & Fiddle Limited (1) TDG (UK) Limited (2) and TDG Limited (3) | Unregistered | Leasehold | TDG (UK) Limited |
| The leasehold land known as TDG (UK) Limited, Warton Road, Carnforth LA5 9EX more particularly described in a Lease dated on or around the date of this Supplemental Debenture between LIT Carnforth Limited (1) TDG (UK) Limited (2) and TDG Limited (3) | Unregistered | Leasehold | TDG (UK) Limited |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 540403
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 24 DECEMBER 2009 AND CREATED BY TDG (UK)
LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES
DUE OR TO BECOME DUE 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 25 OF THE COMPANIES ACT 2006 ON THE 8 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JANUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES