

M

COMPANIES FORM No 395

121442/13.

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number



00932138

Name of Company

Eagle Global Logistics (UK) Limited (the "Chargor")

*insert full name of
company

Date of creation of the charge

13 August 2007

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

Second Lien Fixed and Floating Security Document (the "Debenture") dated 13 August 2007 between, amongst others, the Chargor and The Bank of New York acting for itself and in its capacity as collateral agent for the benefit of the Holders (as defined in the attached continuation sheet) and their respective successors and assigns (the "Collateral Agent")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Bank of New York

One Canada Square

London, United Kingdom

Postcode

E14 5AL

Presentor's name address and
reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

Please return
via
London Courier

Ref MH/HMH/PM

Time critical reference

For official Use
Mortgage Section

Post room

FRIDAY



L1BFQSKE

LD5

31/08/2007

485

COMPANIES HOUSE

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Linklaters LLP

Date

31 August 2007

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Note

* 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, e.g. "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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -

Name of Company

Eagle Global Logistics (UK) Limited

Company Number

00932138

Amount secured by the mortgage or charge

"Secured Obligations" means, with respect to the Chargor, its Obligations under the Indenture and the Securities (as defined in the Indenture) and, for the avoidance of doubt, includes the Guarantee

Short particulars of all the property mortgaged or charged

1 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Secured Obligations (whether of that or any other Chargor), charged in favour of the Collateral Agent, its successors and permitted assigns (for itself and as trustee for the rateable benefit of the Holders)

- (a) by way of legal mortgage, all Material Real Property in England and Wales (including that described in schedule 3 (*Material Real Property*) of the Debenture) belonging to it at the date of the Debenture subject, in the case of leasehold property, as the case may be, to the consent or waiver in clause 6.4 (*Leasehold Restricting Charging*) of the Debenture being obtained,
- (b) by way of fixed equitable charge, all other Real Property (to the extent the same is not the subject of an effective legal mortgage under paragraph (a) above) belonging to it at the date of the Debenture and all Real Property acquired by it in the future subject, in the case of leasehold property, as the case may be, to the consent or waiver in clause 6.4 (*Leasehold Restricting Charging*) of the Debenture being obtained, and
- (c) by way of fixed charge, all its present and future
 - (I) Book Debts,
 - (II) Bank Accounts,
 - (III) Investments (including the Group Shares described in schedule 4 (*Investments and Group Shares*) of the Debenture),
 - (IV) uncalled capital,
 - (V) goodwill,
 - (VI) Intellectual Property (subject, as the case may be, to the consent or waiver in clause 6.5 (*Intellectual Property Restricting Charging*) of the Debenture being obtained) (including that described in schedule 5 (*Intellectual Property*) of the Debenture),
 - (VII) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of clause 3 of the Debenture),
 - (VIII) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and
 - (IX) rights, title and benefit in and to each present and future Acquisition Document (including any claim or action thereunder)

Short particulars of all the property mortgaged or charged

2 FLOATING CHARGE

2.1 Creation

The Chargor, with full title guarantee and as security for the payment of all Secured Obligations (whether of that or any other Chargor), charged in favour of the Collateral Agent, its successors and permitted assigns (as trustee for the rateable benefit of the Holders) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by clause 3 (*Fixed charges*) of the Debenture or assigned by Clause 5 (*Assignment*) of the Debenture)

Note (1) The Debenture provides that

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Chargor pursuant to clause 4.1 (*Creation*) of the Debenture is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture and the Administrative Agent may appoint an Administrator of the Chargor pursuant to that paragraph

2.3 Ranking

The floating Charge created by the Chargor ranks

- (a) behind all the fixed Charges created by the Chargor, but
- (b) in priority to any other Lien over the Charged Assets of the Chargor except for Lien ranking in priority in accordance with paragraph (f) of schedule 2 (*Rights of Receivers*) of the Debenture

2.4 Conversion by notice

The Collateral Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it reasonably considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

2.5 Automatic conversion

If

- (a) the Chargor takes any step to create any Lien in breach of clause 6.1 (*Security*) of the Debenture over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

Name of Company

Eagle Global Logistics (UK) Limited

Company Number

00932138

Short particulars of all the property mortgaged or charged

2.6 Security

The Chargor shall not create or permit to subsist any Lien over any Charged Asset, nor do anything else prohibited by the Indenture, except for the First-Priority Liens or as permitted by the Indenture

2.7 Disposal

The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except in connection with First-Priority Liens or as expressly permitted by the Indenture

Name of Company
Eagle Global Logistics (UK) Limited

Company Number
00932138

Short particulars of all the property mortgaged or charged

Note (2) In this Form, except to the extent that the context requires otherwise

"Acquisition Agreement" means the agreement for the sale and purchase of all the issued and outstanding shares in the capital of TNT Logistics Holdings B V and the SNCF Business, dated 23 August 2006

"Acquisition Document" means the collective reference to the Acquisition Agreement, all material exhibits and schedules thereto and all agreements expressly contemplated thereby

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances at the date of the Debenture or in the future standing to the credit of or accrued or accruing on those accounts (including interest)

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Debenture or in the future due, owing or payable to it in the ordinary course of business and the benefit of all related negotiable instruments, rights, Liens, guarantees and indemnities of any kind

"Charges" means all or any of the Liens created or expressed to be created by or pursuant to the Debenture

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Chargors" means each of the companies listed in schedule 1 of the Debenture

"Enforcement Event" means an Event of Default

"Event of Default" has the meaning given to it in the Indenture

"First-Priority Liens" means Liens granted to any Secured Senior Agent or the Senior Lenders (as defined in the Second Lien Intercreditor Agreement) on the Security Property (as defined in the Intercreditor Agreement)

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Group Shares" means all shares in any directly-owned Subsidiary, or when used in relation to the Chargor, such of those shares as are specified against its name in Part II of Schedule 4 (*Investments and Group Shares*)

"Guarantee" has the meaning given to it in the Indenture

"Guarantor" has the meaning given to it in the Indenture

"Holder" has the meaning given to it in the Indenture

"Indenture" means the indenture dated on or about the date of the Debenture and entered into between, amongst others, CEVA Group plc as the Company (as defined therein), the Guarantors listed therein, The Bank of New York as Trustee and BNY Financial Services plc as Irish paying agent and transfer agent

"Insolvency Act" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002

Short particulars of all the property mortgaged or charged

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Debenture or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest but excluding any directors and officers insurance

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it at the date of the Debenture or in the future owns or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) (including those specified in schedule 5 (*Intellectual Property*) of the Debenture)

"Intercreditor Agent" has the meaning given to it in the Second Lien Intercreditor Agreement

"Intercreditor Agreement" has the meaning given to it in the Indenture

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Debenture or in the future owned by it legally or beneficially or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest including any Group Shares, but, for the avoidance of any doubt, excluding the shares held by CEVA Group plc (formerly Louis No 1 plc) in Louis No 2 Limited

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, provided that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien

"Material Real Property" means Real Property of the Chargor having (i) in respect of existing Material Real Property, a value of at least €3,000,000, and (ii) in respect of future Material Real Property, a value of at least €5,000,000

"Obligations" has the meaning given to it in the Indenture and, for the avoidance of doubt, includes the Guarantee

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

Name of Company

Eagle Global Logistics (UK) Limited

Company Number

00932138

Short particulars of all the property mortgaged or charged

"Second Lien Intercreditor Agreement" means a lien subordination and intercreditor agreement dated on or about the date of the Debenture and entered into between, amongst others, Credit Suisse as Intercreditor Agent, the Collateral Agent, CEVA Group plc as the Company (as defined therein) and each Subsidiary of CEVA Group plc listed on schedule 1 thereto

"Secured Senior Agent" has the meaning given to it in the Intercreditor Agreement

"Subsidiary" has the meaning given to it in the Indenture

Name of Company
Eagle Global Logistics (UK) Limited

Company Number
00932138

Short particulars of all the property mortgaged or charged

Note (3) Schedule 3 of the Debenture provides

CHARGOR	MATERIAL REAL PROPERTY	TITLE NUMBERS
CEVA Group plc	None at the date of this Deed	N/A
CEVA Limited	None at the date of this Deed	N/A
CEVA Supply Chain Solutions Limited	None at the date of this Deed	N/A
CEVA Network Logistics Limited	None at the date of this Deed	N/A
CEVA Container Logistics Limited	None at the date of this Deed	N/A
CEVA Logistics Limited	(i) The Airfield, Norwich Road, Mendlesham (ii) Unit 9, Links Road, Finedon Road Industrial Estate, Wellingborough (iii) Land and buildings on the south side of Earlstrees Road, Corby (iv) 48c Pipers Road, Park Farm Industrial Estate (v) Plots 9 and 10, The Flarepath, Elsham Wold Industrial Estate, Elsham	(i) SK 196777 (ii) NN 131257 (iii) NN 180590 (iv) HW 112545 (v) HS 255604
Eagle Global Logistics (UK) Limited	None at the date of this Deed	N/A
EGL (UK) Holding Company Limited	None at the date of this Deed	N/A
EGL (UK) Holdings Limited	None at the date of this Deed	N/A
EGL Eagle Global Logistics (UK) Limited	Logistics Centre, Erskine Harbour, Erskine, Renfrewshire, Scotland PA8 6AP	REN100852
F J Tytherleigh & Co Limited	None at the date of this Deed	N/A

Name of Company
Eagle Global Logistics (UK) Limited

Company Number
00932138

Short particulars of all the property mortgaged or charged

Note (4) Schedule 4 of the Debenture provides

INVESTMENTS AND GROUP SHARES

INVESTMENTS

CHARGOR	DETAILS OF EACH INVESTMENT
CEVA Group plc	None at the date of this Deed
CEVA Limited	None at the date of this Deed
CEVA Supply Chain Solutions Limited	None at the date of this Deed
CEVA Network Logistics Limited	None at the date of this Deed
CEVA Container Logistics Limited	None at the date of this Deed
CEVA Logistics Limited	None at the date of this Deed
Eagle Global Logistics (UK) Limited	None at the date of this Deed
EGL (UK) Holding Company Limited	None at the date of this Deed
EGL (UK) Holdings Limited	None at the date of this Deed
EGL Eagle Global Logistics (UK) Limited	None at the date of this Deed
F J Tytherleigh & Co Limited	None at the date of this Deed

GROUP SHARES

CHARGOR	NAME OF COMPANY IN WHICH GROUP SHARES ARE HELD
CEVA Group plc	CEVA Limited
CEVA Limited	CEVA Supply Chain Solutions Limited, CEVA Logistics Holding Italy S p A , CEVA Logistics Holdings B V , CEVA Logistics U S Holdings Inc , CEVA Logistics CEE Holding GmbH, CEVA Logistics Dutch Holdco B V , Newsagents Wholesale Corp Ltd (dormant), CEVA Logistics Holdings Spain S L
CEVA Supply Chain Solutions Limited	CEVA Showfreight Limited, CEVA Network Logistics Limited, CEVA Logistics Limited (33 15%), Newspaper Transport Ltd (dormant) and CEVA Logistics NI Ltd (dormant)
CEVA Network Logistics Limited	CEVA Container Logistics Limited

Name of Company
Eagle Global Logistics (UK) Limited

Company Number
00932138

Short particulars of all the property mortgaged or charged

CHARGOR	NAME OF COMPANY IN WHICH GROUP SHARES ARE HELD
CEVA Container Logistics Limited	CEVA Distribution Limited and CEVA Logistics Limited (66 85%)
CEVA Logistics Limited	None at the date of this Deed
Eagle Global Logistics (UK) Limited	None at the date of this Deed
EGL (UK) Holding Company Limited	EGL (UK) Holdings Limited
EGL (UK) Holdings Limited	EGL Eagle Global Logistics (UK) Limited
EGL Eagle Global Logistics (UK) Limited	Eagle Global Logistics (UK) Limited and F J Tytherleigh & Co Limited
F J Tytherleigh & Co Limited	F J Tytherleigh (USA) Inc , F J Tytherleigh (NZ) Limited and F J Marketing Services PTY Limited

Name of Company
Eagle Global Logistics (UK) Limited

Company Number
00932138

Short particulars of all the property mortgaged or charged

Note (5) Schedule 5 of the Debenture provides

INTELLECTUAL PROPERTY

The Chargors

Patents

TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

Registered Designs

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS	OWNER
None	N/A	N/A	N/A	N/A	N/A

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00932138

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND LIEN FIXED AND FLOATING SECURITY DOCUMENT DATED THE 13th AUGUST 2007 AND CREATED BY EAGLE GLOBAL LOGISTICS (UK) LIMITED FOR SECURING ITS OBLIGATIONS 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 31st AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2007

LC
(c)



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES