

# M

CHWP000

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

	2
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02317213

Name of company

\* insert full name  
of company

\* TTL Equipment Management UK Limited

I, Clive Francis

of Rudgwick, 96A Chipstead Lane, Riverhead, Kent, TN13 2AQ

† delete as  
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in **[full]** ~~[part]~~†

# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc

Date and description of charge # Assignment and charge dated 3 May 2005

Date of registration ø 18 May 2005

ø the date of  
registration may be  
confirmed from the  
certificateName and address of [chargee] ~~[trustee for the debenture holders]~~† Wilmington Trust Company,  
Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, USA

Short particulars of property charged § Please see schedule 1

§ insert brief details  
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835Declared at Cleary Gottlieb Steen and Hamilton LLP, 55  
Basinghall St, London, EC1M 4EH

Declarant to sign below

Day Month Year  
on 02 07 2008

before me

A Commissioner for Oaths ~~or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on a  
Commissioner for Oaths.~~ EDWARD GARDNER,  
107 LEADENHALL ST, LONDON EC6A 4HTPresenter's name address and  
reference (if any)Cleary Gottlieb Steen and Hamilton  
LLP, 55 Basinghall Street, London,  
EC2V 5EH  
17135-041 (AE/TEK)For official Use (02/06)  
Mortgage Section

Post room

FRIDAY

LD4  
04/07/2008  
COMPANIES HOUSE

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## Notes

The address of the Registrar of Companies is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

**NB: definitions relevant to this Form 403(a) are contained in Schedule 2 below.**

**SCHEDULE 1: Short particulars of all the property mortgaged or charged**

**1 ASSIGNMENTS AND CHARGES**

In favour of the Chargee as security for the payment, discharge and performance of the Secured Obligations

**1 1 by way of assignment**

- (a) the full benefit of the Assigned Agreements,
- (b) the full benefit of the Security, and
- (c) the full benefit of the Insurances,

**1 2 by way of first fixed charge, the whole of the Chargor's right, title and interest in and to the Trailers,**

**1 3 by way of first fixed charge, the whole of the Chargor's right, title and interest in and to the Proceeds Accounts, the Collection Accounts, the Cash Reserve Accounts and the Miscellaneous Accounts,**

**1 4 by way of a first floating charge all the Chargor's undertaking and all its other property, assets and rights whatsoever, including all the stock in trade of the Chargor and all property, assets and rights not otherwise effectively charged or assigned by the Assignment and Charge and described in paragraphs 1 1 to 1 3 above**

**2 NEGATIVE COVENANTS**

**2 1 The Chargor has agreed not, without the prior consent in writing of the Chargee, to do anything which conflicts with the obligations of the Borrowers under the Credit Agreement which the Borrowers have agreed (in the Credit Agreement) will not be permitted to be done by the Chargor**

**2 2 The Credit Agreement provides, *inter alia*, that the Borrowers will, in summary, not permit any of their Subsidiaries (including the Chargor) to create any security interest over the assets in respect of which it has granted security pursuant to the Debenture and the Assignment and Charge, except in accordance with the Credit Agreement, the Debenture or the Assignment and Charge**

**2 3 The Chargor has agreed not to sell or otherwise dispose of its interest in any Trailer or Assigned Agreement without the prior consent in writing of the Chargee, provided that the Chargee has agreed to give (or, if the Credit Agreement so provides, may be deemed to have given) such consent if the relevant provisions of the Credit Agreement (dealing with disposals of interests in the Trailers or the Assigned Agreements) are complied with**

### 3 FURTHER ASSURANCE

The Chargor has agreed at any time and from time to time upon the written request of the Chargee promptly and duly to do such acts and things and execute and deliver to the Chargee any and all such further instruments and documents (including without limitation any mortgage, charge or pledge) which the Chargee may require for perfecting or protecting the security interest of the Chargee in respect of any of the Assigned Property or the Charged Property and any other instrument which the Chargee may require in order to render the Assignment and Charge effective in the jurisdiction of any Counterparty or any other relevant jurisdiction as the Chargee may deem necessary or desirable in order for the Chargee to obtain the full benefit of the Assignment and Charge and of the rights and powers therein granted

**NB** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created by the Assignment and Charge and described in paragraph 1 4 above

#### **SCHEDULE 2: Definitions**

**“Account Bank”** means The Royal Bank of Scotland plc a company registered in Scotland with company number SC090312,

**“Account Chargor”** means TrailerCo (acting through its general partner, TTL Holdings GP, Ltd),

**“Administrative Agent”** means DVB Bank AG acting as agent for the Lenders and each other Person appointed as the successor Administrative Agent in accordance with Section 11 6 (*Resignation of Collateral Trustee and Administrative Agent*) of the Credit Agreement,

**“AssetCo”** means TTL Equipment Holdings, L P , a limited partnership organised and existing under the laws of the Cayman Islands,

**“Assigned Agreement”** means each and every Relevant Agreement entered into at the date of the Assignment and Charge or thereafter by an Obligor or the benefit of which is then or thereafter vested in an Obligor,

**“Assigned Property”** means the assets, rights, interests, benefits and other matters assigned by the Chargor under Clause 2 1 of the Assignment and Charge and described in paragraph 1 1 of Schedule 1 above,

**“Borrowers”** means each of AssetCo and TrailerCo,

**“Capital Stock”** means any and all shares, interests, participations or other equivalents (however designated) of capital stock or share capital of a corporation, or interests in a partnership, any and all equivalent ownership interests in a Person (other than a corporation or partnership) and any and all warrants, rights or options to purchase any of the foregoing,

**“Cash Reserve Accounts”** means the accounts of the Account Chargor with the Account Bank with the account numbers and designations listed in Part A of Schedule 2 to the Assignment and Charge (attached as Schedule 3 below) into which the relevant balances standing to the credit of the Collection Accounts are required to be paid pursuant to the Credit Agreement,

**“Charged Accounts”** means each of the Collection Accounts, the Cash Reserve Accounts, the Proceeds Accounts and the Miscellaneous Accounts;

**“Charged Property”** means the assets, rights, interests, benefits and other matters charged under clauses 2.3 and 2.4 of the Assignment and Charge and described in paragraphs 1.2 and 1.3 of Schedule 1 above,

**“Collateral Trustee”** means the Chargee, acting as agent for the Lenders and each other Person appointed as the successor Collateral Trustee in accordance with a collateral trust agreement dated on or about the date of the Assignment and Charge and made between, *inter alios*, the Chargee, the Borrowers and the Lenders,

**“Collection Accounts”** means the accounts of the Account Chargor with the Account Bank with the account numbers and designations listed in Part B of Schedule 2 to the Assignment and Charge (attached as Schedule 3 below) into which the relevant balances standing to the credit of the Proceeds Accounts are required to be paid, pursuant to the Credit Agreement and the Assignment and Charge,

**“Counterparty”** means.

- (a) in relation to each of the Assigned Agreements, the Insurances and the Security, the party or parties thereto which is or would, but for the Assignment and Charge, be under an obligation or obligations in favour of an Obligor, and
- (b) in relation to each Charged Account, the bank with which such Charged Account is held,

**“Credit Agreement”** means the credit agreement dated 3 May 2005 between (1) TrailerCo, (2) AssetCo, (3) each lender from time to time party thereto, (4) the Chargee and (5) the Administrative Agent,

**“Debenture”** means a debenture given by the Chargor in favour of the Chargee on or about the date of the Assignment and Charge,

**“Guarantee”** means a guarantee dated 3 May 2005 between the Subsidiary Guarantors, the Lenders and the Chargee, by which the Chargor has guaranteed obligations of the Borrowers under the Credit Agreement and the other obligations specified in the Guarantee,

**“Guarantors”** means the Owners and the Named Lessors (including the Chargor),

**“Hedging Agreement”** means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate futures contract, interest rate option agreement, interest rate exchange agreement, forward currency exchange agreement, forward rate currency agreement, forward commodity contract, commodity swap, commodity option or other similar agreement or arrangement to which one or more of the Borrowers (or any of their Subsidiaries) at that time is a party, designed to protect the Borrowers (or such Subsidiary) against fluctuations in those interest rates, exchange rates, forward rates or commodity prices that normally arise in connection with the Borrowers’ ordinary course of business or as otherwise required to be entered into by one or more of the Borrowers (or any of their Subsidiaries) pursuant to, and in accordance with, the terms of, *inter alia*, the Credit Agreement,

**“Insurances”** means all insurances affected in respect of the Trailers and in which an Obligor is interested at the date of the Assignment and Charge or thereafter,

**“Lenders”** means BTM Capital Corporation, DVB Bank AG and any other Person who becomes an assignee of any rights and obligations of a Lender pursuant to Section 12 of the Credit Agreement,

**“Miscellaneous Accounts”** means the bank accounts of the Miscellaneous Account Holders listed in Part C of Schedule 2 to the Assignment and Charge (attached as Schedule 3 below),

**“Miscellaneous Account Holders”** means AssetCo (acting through its general partner, TTL Holdings GP, Ltd), TTL Equipment Management, Inc , TTL Equipment Management UK Holdings Limited (previously called Transamerica Commercial Holdings Limited), TTL Equipment Holdings I, LLC (Delaware) (previously called Transamerica Trailer Holdings I, LLC), TTL Equipment Holdings II, L P (Delaware) (previously called Transamerica Trailer Holdings II, LLC), and TTL Equipment Holdings III, LLC (Delaware) (previously called Transamerica Trailer Holdings III, LLC),

**“Named Lessors”** means TTL Equipment Management A B (previously called Transamerica Trailer Leasing A B ) (Sweden), TTL Equipment Management A/S (previously called Transamerica Trailer Leasing A/S) (Denmark), TTL Equipment Management N V (previously called Transamerica Trailer Leasing N V ) (Belgium), TTL Equipment Management B V (previously called Transamerica Trailer Leasing B V ) (Netherlands), TTL Equipment Management GmbH (previously called Transamerica Trailer Leasing GmbH) (Germany), and the Chorgor,

**“Obligors”** means the Guarantors, the Account Chorgor and the Miscellaneous Account Holders,

**“Owners”** means TTL Equipment Holdings I, LLC (previously called Transamerica Trailer Holdings I, LLC) (Delaware), TTL Equipment Holdings II, L P (previously called Transamerica Trailer Holdings II, LLC) (Delaware), TTL Equipment Holdings III, LLC (previously called Transamerica Trailer Holdings III, LLC) (Delaware) and the Chorgor,

**“Person”** an individual, any partnership, a corporation, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof,

**“Proceeds Account”** means, in relation to each Assigned Agreement, the account into which the proceeds of the receivables accruing under such Assigned Agreement are required to be paid,

**“Relevant Agreement”** means each present or future agreement recorded or evidenced in writing (whether by way of memorandum, formal agreement or schedule to a master agreement) relating to the leasing or hire of a Trailer to a third party,

**“Secured Obligations”** means all moneys which are now or may hereafter be or become due or owing by the Obligors (or any of them) under or pursuant to or in connection with the Guarantee or the Credit Agreement or under any Hedging Agreements required to be entered into under the Credit Agreement,

**“Security”** means all guarantees, indemnities, negotiable instruments and securities of whatsoever nature now or hereafter entered into in connection with the Charged Agreements or the Assigned Agreements and in which an Obligor is interested,

**“Subsidiary”**, with respect to any Person, means and includes (a) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through one or more Subsidiaries of such Person and (b) any partnership, association, limited liability company, joint venture or other entity (other than a corporation) in which such Person directly or indirectly through one or more Subsidiaries of such Person, owns more than 50% of the Capital Stock at the time,

**“Subsidiary Guarantor”** means each direct and indirect Subsidiary of either Borrower and each subsequently acquired or organised direct or indirect Subsidiary of either Borrower other than (a) those Subsidiaries of a Borrower on 3 May 2005 that are listed on Exhibit I to the Credit Agreement and (b) each other Subsidiary of a Borrower approved by all Lenders. For the avoidance of doubt, the Chargor is such a Subsidiary Guarantor,

**“Trailer”** means each of

- (a) the trailers listed in Schedule 3 of the Assignment and Charge, and
- (b) all other trailers, present or future, from time to time owned by the Chargor, or in which the Chargor has an ownership interest,

in each case insofar as such trailer has not been released by the Chargee from the security constituted by the Assignment and Charge, and incorporating all and any additions, replacement parts or repairs and including also all relevant spare parts and tools, and

**“TrailerCo”** means TTL Holdings LP (acting through its general partner, TTL Holdings GP, Ltd), a limited partnership organised and existing under the laws of the Cayman Islands

### **SCHEDULE 3: Bank Accounts**

#### **PART A**

##### **List of Cash Reserve Accounts**

<b>Account holder</b>	<b>Designation</b>	<b>Account Number</b>
TTL Holdings, LP	Sterling Cash Reserve Account	52549518 (Sort code 60-01-37)
TTL Holdings, LP	Euro Cash Reserve Account	550/00/55506496 (Customer Key NXNFFMYXEUR00)

#### **PART B**

##### **List of Collection Accounts**

<b>Account holder</b>	<b>Designation</b>	<b>Account Number</b>
TTL Holdings, LP	Sterling Collection Account	52549488 (Sort code 60-01-37)
TTL Holdings, LP	Euro Collection Account	550/00/55506518 (Customer Key NXNFFMYXEUR00)

#### **PART C**

##### **List of Miscellaneous Accounts**

<b>Account holder</b>	<b>Bank</b>	<b>Account Number</b>
TTL Equipment Holdings, LP	Account Bank	550/00/55506488 (Customer Key NXNFFMYSEUR00)
TTL Equipment Holdings, LP	Account Bank	52549461
TTL Equipment Management UK Holdings Limited	National Westminster Bank Plc	52538753
TTL Equipment Holdings I LLC (Delaware)	Bank of America	6022 SB300280/98
TTL Equipment Holdings I LLC (Delaware)	Citibank, NA	11064444
TTL Equipment Holdings II LLC (Delaware)	Citibank, NA	11064460
TTL Equipment Holdings III LLC (Delaware)	Citibank, NA	11064592
TTL Equipment Management, Inc	Account Bank	52549496
TTL Equipment Management, Inc	Account Bank	550/00/55506437 (Customer Key NXNFFMXZEUR00)