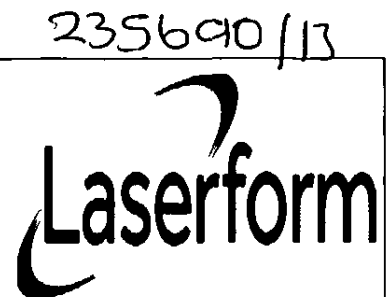


MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the original.**



A29 23/06/2015 #29
COMPANIES HOUSE

1 Company details

Company number 0 4 2 1 6 2 0 9

Company name in full TEAL CORBY LIMITED

7

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 2 0 6 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name WELLS FARGO BANK, N A , LONDON BRANCH

AS PLEDGEE

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Allen & Avery LLP
on behalf of the Chargee

19.06.15

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name ALVIN TSO

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town

Country/Region LONDON

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone 020 3088 4081



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4216209

Charge code: 0421 6209 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2015 and created by TEAL CORBY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2015.

P

Given at Companies House, Cardiff on 30th June 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

RECEIVABLES PLEDGE AGREEMENT

12 JUNE 2015

BETWEEN

the Pledgors (as defined herein)

as Pledgors

and

Wells Fargo Bank, N.A., London Branch

as Pledgee

and

the Debtors (as defined herein)

as Debtors

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
19.6.15

ALLEN & OVERY

Luxembourg

0013427-0003412 LU 9146439 7

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THIS RECEIVABLES PLEDGE AGREEMENT is dated 12 June 2015 **AND MADE**

BETWEEN

- (1) **THE ENTITIES** listed in Part 1 of Schedule 1 (The Pledgors) as pledgors (together the **Pledgors**, each a **Pledgor**),
- (2) **WELLS FARGO BANK, N.A., LONDON BRANCH**, as security agent and trustee for the Finance Parties (as defined in the Facility Agreement (as defined below)) pursuant to clause 27 of the Facility Agreement (the **Pledgee**),

IN THE PRESENCE OF

- (3) **THE ENTITIES** listed in Part 2 of Schedule 1 (The Debtors) as debtors (together the **Debtors**, each a **Debtor**)

WHEREAS

- (A) The Original Lender has agreed to make available up to GBP 680,000,000 in an aggregate principal amount under a senior facility agreement dated on or about the date hereof and entered into by and between, among others, UK Logistics Pledgeco I S à r l as company, UK Logistics Holdco I S à r l as holdco, the other Guarantors and Borrowers referred to therein, Goldman Sachs International as mandated lead arranger and Wells Fargo Bank, N A , London Branch as facility agent and security agent (the **Facility Agreement**)
- (B) Each Pledgor is the sole owner of the Receivables (as defined below) it owns
- (C) Each Pledgor has agreed to grant a pledge over the Receivables it owns to the Pledgee to secure the Secured Liabilities (as defined below) in accordance with the terms of this receivables pledge agreement (the **Pledge Agreement**)

IT IS AGREED as follows

1. INTERPRETATION

1.1 Recitals

The recitals (A) to (C) above are an integral part of this Pledge Agreement

1.2 Definitions

- (a) Terms defined in the Facility Agreement shall, subject to Clause 1.2(b) below, have the same meaning when used in this Pledge Agreement
- (b) In this Pledge Agreement, unless the contrary intention appears or the context otherwise requires

Collateral Act 2005 means the Luxembourg act of 5 August 2005 on financial collateral arrangements, as amended

Luxembourg means the Grand Duchy of Luxembourg

Pledges means the security interests (pledges - *gages*) created by the respective Pledgors over the Receivables they own, created and constituted by, and in accordance with, this Pledge Agreement

Receivables means any and all present and future receivables, claims or monies regardless of the nature thereof (including, without limitation, principal, interest, default interest, commissions, expenses, costs and indemnities), in any currency or currencies, whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by each Debtor to each Pledgor

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents

Security Period means the period beginning on the date of this Pledge Agreement and ending on the date on which the Pledgee (acting on the instructions of the Majority Lenders) has confirmed in writing that all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1.3 Miscellaneous

- (a) The provisions of clause 1 2 (*Construction*) of the Facility Agreement apply to this Pledge Agreement as though they were set out in full in this Pledge Agreement except that references to the Facility Agreement are to be construed as references to this Pledge Agreement
- (b) A reference to a Clause or a Schedule is a reference to a clause of, or a schedule to, this Pledge Agreement
- (c) Words importing the singular shall include the plural and vice-versa

2. CREATION OF THE PLEDGES

As continuing first ranking security for the due and full payment, discharge and performance of the Secured Liabilities, each Pledgor agrees to pledge and hereby pledges its claims, rights, title and interest in the Receivables owed to it to, and in favour of, the Pledgee, who accepts each of the Pledges

3. PERFECTION OF THE PLEDGES

- (a) In accordance with article 5 of the Collateral Act 2005 each Pledge is perfected through the execution (*conclusion*) of this Pledge Agreement by each Pledgor and the Pledgee
- (b) Each Debtor acknowledges the relevant Pledge constituted by this Pledge Agreement, by countersigning this Pledge Agreement

4. PRESERVATION OF THE PLEDGES

- (a) Each Pledge shall be a continuing security and shall not be considered as satisfied or discharged or prejudiced or waived or released by any intermediate payment, intermediate satisfaction or intermediate settlement of any part of the Secured Liabilities and shall remain in full force and effect during the Security Period
- (b) Each Pledge shall be cumulative, in addition to and independent of every other security which the Finance Parties may at any time hold as security for the Secured Liabilities or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or

remedy which the Finance Parties may now or at any time in the future have in respect of the Secured Liabilities

- (c) None of the Pledges shall be prejudiced by any time or indulgence granted to any person, or any abstention or delay by the Pledgee in perfecting or enforcing each Pledge or any security interest or rights or remedies that the Finance Parties may now or at any time in the future have from or against any of the Pledgors or any other person
- (d) No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any of its rights under this Pledge Agreement shall operate as a waiver or release thereof, nor shall any single or partial exercise of any such right preclude any further or other exercise of that or any other rights
- (e) Neither the obligations of the Pledgors contained in this Pledge Agreement nor the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement or by law nor any Pledge created hereby shall be discharged, impaired or otherwise affected by
 - (i) any amendment to, or any variation, waiver or release of, any obligation of the Obligors or any other person under this Pledge Agreement or any other Finance Document (except for any release granted in accordance with Clause 11 (Release of the Pledges)), or
 - (ii) any failure to take, or to fully take, any security contemplated by any of the Finance Documents or otherwise agreed to be taken in respect of the Obligors' obligations under any of the Finance Documents, or
 - (iii) any failure to realise or to fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Obligors' obligations under any of the Finance Documents (except for any release granted in accordance with Clause 11 (Release of the Pledges)), or
 - (iv) any other act, event or omission (except for any release granted in accordance with Clause 11 (Release of the Pledges)) which but for this provision might operate to discharge, impair or otherwise affect any of the obligations of the Pledgors contained in this Pledge Agreement, the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement, the Pledges or by law
- (f) Each Pledgor hereby waives any rights (if any) arising for it under article 2037 of the Luxembourg Civil Code or any right it may have of first requiring the Pledgee to proceed against or claim payment from, or to divide any action between and against, any other persons or enforce any guarantee or security before enforcing the Pledges (or any of them)
- (g) Each Pledgor hereby irrevocably waives any right of recourse, right, action and claim (including, for the avoidance of doubt, by way of set-off or by way of provisional measures such as "*saisie-arêt*") it may have, whether by way of subrogation or directly or of any other nature, against any Obligor and/or any direct and indirect subsidiaries of such Obligor, further to an enforcement of the Pledges (or any of them) by any means whatsoever (including, in particular, the right of recourse each Pledgor may have against any such entity under the terms of article 2028 *et seq* of the Luxembourg Civil Code) For the avoidance of doubt, this waiver is also effective in respect of any rights of each Pledgor which come into existence prior to an enforcement in particular as a result of interest or other distributions being paid to the Pledgee For the avoidance of doubt, this waiver is final and will subsist after the expiry of the Security Period The waiver under this Clause 4(g) shall be for the exclusive benefit of the Pledgee which shall be entitled to waive the benefit thereof by notice

sent in writing by the Pledgee to the Pledgors (or any of them), which will have as an effect that the aforementioned rights of recourse remain in existence as if never waived, without prejudice to the terms of any other Finance Document

(h) Without prejudice to Clause 4 (g) above, until:

(A) the end of the Security Period, or

(B) the Pledgee otherwise directs,

none of the Pledgors shall

(A) be entitled (by way of subrogation or otherwise) to any rights of any Finance Party (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any security realised or enforced (in whole or in part) or moneys or value held, received or receivable by any Finance Party hereunder, or

(B) claim, rank, prove or vote as a creditor of any Obligor or Obligor's estate in competition with any Finance Party (or any trustee or agent on its behalf)

5. REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND COVENANTS

5.1 Representations, warranties and undertakings

Each Pledgor hereby represents, warrants and undertakes that, subject to the Pledges and the Finance Documents and any enforcement of the Pledges

- (a) it is (and will be and remain) the sole owner of the Receivables it owns, unless it disposes of those Receivables to the extent such disposal is permitted or required by the Finance Documents,
- (b) subject to the Legal Reservations, none of the Pledges is liable to be avoided or otherwise set aside on the liquidation or insolvency of any Pledgor or otherwise,
- (c) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of each Pledge or the rights of the Pledgee under or in connection with each Pledge, or have a material adverse effect on the Receivables owed to it, other than, in each case, any such action which constitutes a Permitted Distribution,
- (d) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of each Pledge or the rights of the Pledgee under this Pledge Agreement, including against claims made by third parties,
- (e) it shall not permit, or agree to, the exercise by any person (other than the Pledgee) of, and hereby waives any right which it may have, now or hereafter, to assert, or set-off or counter-claim against, or with respect to, the Receivables owed to it,
- (f) it will use its reasonable endeavours to defend its title to the Receivables owed to it or interest thereto or therein against any and all liens, charges, and any encumbrance (other than the Pledges or as may be created under or pursuant to the Finance Documents) however arising, and

- (g) it shall furnish to the Pledgee (promptly upon dispatch or receipt (as applicable)) a copy of any notice, document or other communication which is given or received by it in respect of the Receivables owed to it which would reasonably be expected to adversely affect the relevant Pledge, the value of the Receivables owed to it or the ability of the Pledgee to enforce this Pledge Agreement in any respect

5.2 Covenants

Each Pledgor covenants that during the Security Period, it will immediately upon becoming aware of it inform the Pledgee of any distress, attachment, execution or other legal process commenced in respect of the Receivables owed to it or any part thereof

5.3 Repetition of representations and warranties

The representations and warranties set out in this Clause 5 are made on the date of this Pledge Agreement and are deemed to be repeated on each date the Repeating Representations are repeated under the Facility Agreement as applying, *mutatis mutandis*, to each Pledgor during the Security Period with reference to the facts and circumstances then existing

5.4 Duration of undertakings

The undertakings set out in this Clause 5 are given on the date of this Pledge Agreement and remain in force for the entire Security Period

6 RIGHT TO PRINCIPAL AND INTEREST

- (a) Without prejudice to Clause 7 below, each Pledgor shall be entitled to receive and retain any principal and interest paid or to be paid in respect of the Receivables owed to it if and to the extent that the payment of such principal and interest is permitted by the terms and conditions of the Finance Documents
- (b) At any time following the occurrence of an Event of Default which is continuing, the Pledgee may in its absolute discretion elect, by notice sent in writing to the Debtors (or any of them), to receive and retain any principal and interest paid or to be paid in respect of the Receivables

7. RIGHTS ATTACHED TO THE RECEIVABLES

At any time following the occurrence of an Event of Default which is continuing, the Pledgee shall be entitled to exercise at its discretion, if it so elects, any and all rights (of any nature and whether arising by way of contract, deed, constitutional documents, law, court order or otherwise) of each Pledgor relating to the Receivables (or any part thereof)

8. LIABILITY TO PERFORM AND FURTHER ASSURANCES

- (a) It is expressly agreed that, notwithstanding anything to the contrary contained in this Pledge Agreement, each Pledgor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Receivables owed to it and the Pledgee shall be under no obligation or liability in this respect. The Pledgee shall not be required in any manner to perform or fulfil any obligations of the Pledgors in respect of the Receivables owed to it, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled hereunder at any time

- (b) Each Pledgor shall at its own expense promptly and duly execute and do all such assurances, acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the Receivables owed to it and for facilitating the enforcement of any such rights or any part thereof in accordance with the terms of this Pledge Agreement and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, each Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably think expedient in accordance with the terms of this Pledge Agreement.

9. ENFORCEMENT OF THE PLEDGES

At any time following the occurrence of an Event of Default which is continuing

- (a) The Pledgee is entitled to enforce each Pledge immediately, in its absolute discretion and exercise any right under (i) applicable law (including, without limitation, article 11 of the Collateral Act 2005), and/or (ii) this Pledge Agreement and to enforce all or any part of any Pledge in respect of all or any part of the Receivables in any manner it sees fit.
- (b) The Pledgee shall in particular (but without limitation) be entitled to, at any time following the occurrence of an Event of Default which is continuing, appropriate the Receivables at their fair market value as determined by an independent auditor (*réviseur d'entreprises agréé*) or an independent reputable investment bank appointed by the Pledgee on the basis of such available elements and facts as deemed relevant by the independent auditor (*réviseur d'entreprises agréé*) or the independent reputable investment bank. The Pledgee may, at its sole discretion, determine the date on which the appropriation becomes effective, including a date before the valuation has been commenced or completed, provided that such effective date falls not earlier than the date on which the relevant Event of Default which is continuing has occurred. The Pledgee can further determine, at its sole discretion, that the right to appropriate all or part of the Receivables be exercised by one or more entities other than the Pledgee (including a special purpose vehicle), it being understood that an appropriation of all or part of the Receivables by such other entities shall be deemed to have the same effects under the Finance Documents as if the Pledgee had proceeded with such appropriation.

At any time following the occurrence of an Event of Default which is continuing, the Pledgee shall have the right to enforce or to request enforcement in relation to all or any part of the Receivables at its absolute discretion. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect any Pledge as it then shall be (and in particular those Receivables which have not been subject to enforcement). Each Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.

10. APPLICATION OF PROCEEDS

At any time following the occurrence of an Event of Default which is continuing, any monies or value received by the Pledgee in respect of the Receivables before or following the enforcement of the Pledges (or any of them) in accordance with Clause 9 above and/or under the rights and powers hereby conferred shall be applied by the Pledgee in or towards payment and discharge of the Secured Liabilities in accordance with the terms of the Facility Agreement, or, at the discretion of the Pledgee, be held as a continuing security for the Secured Liabilities, in each case in accordance with the terms of the Facility Agreement.

11. RELEASE OF THE PLEDGES

At the expiry of the Security Period, the Pledgee will at (i) its discretion or (ii) the written request of each Pledgor (and in each case at the cost of each Pledgor), but without any representation and warranty, promptly do whatever is necessary to release each Pledge. The Pledgee shall in particular inform each Debtor in writing of such release.

12. LIABILITY AND INDEMNITY

- (a) Neither the Pledgee nor any of its agents shall be liable for any costs, losses or liabilities arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of any Pledge) hereunder save for costs, losses, liabilities and expenses arising from the gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle/dol*) of the Pledgee.
- (b) Each Pledgor will indemnify the Pledgee and every attorney which may be appointed, from time to time, in respect of all costs, losses or liabilities and reasonably documented expenses incurred by it, him, her or them in the execution of any rights, powers or discretions vested in it, him, her or them pursuant to this Pledge Agreement save for costs, losses, liabilities and expenses arising from the gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle/dol*) of the Pledgee or its attorney or both.

13. DELEGATION BY THE PLEDGEE

- (a) The Pledgee or any person appointed by the Pledgee may at any time and from time to time delegate by power of attorney or in any other manner to any properly qualified person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the Receivables.
- (b) Any such delegation may be made upon such terms (including a power of substitution) and subject to such regulations as the Pledgee or such person appointed by the Pledgee may in its or their absolute discretion think fit. The Pledgee shall as soon as practicable inform the Pledgors of the identity of the person appointed pursuant to this Clause 13 (b).
- (c) The Pledgee or such person appointed by the Pledgee shall not be in any way liable or responsible to the Pledgors (or any of them) or to the Debtors (or any of them) for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate, except in the case of gross negligence (*faute lourde*) or wilful misconduct (*faute intentionnelle/dol*) of the Pledgee or such person appointed by the Pledgee.

14. POWER OF ATTORNEY

- (a) Each Pledgor hereby, in order to fully secure the performance of its obligations hereunder, irrevocably appoints the Pledgee and every person appointed by the Pledgee hereunder to be its attorney (*mandataire*) acting severally, and on its behalf and in its name or otherwise, to execute and do all such acts and things which that Pledgor is required to do and fails to do under the covenants and provisions contained in this Pledge Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to the Debtors or any other person).
- (b) Each Pledgor hereby agrees to promptly ratify and confirm, if need be, whatever any such attorney (as referred to in Clause 14(a) above) shall properly do or purport to do in the

exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause

- (c) The powers of attorney set out in this Clause shall only be exercisable if an Event of Default has occurred and is continuing

15. WAIVERS AND REMEDIES CUMULATIVE

No waiver of any of the terms hereof shall be effective unless in writing signed by the Pledgee. No delay in or non-exercise of any right by the Pledgee shall constitute a waiver. Any waiver may be on such terms as the Pledgee in its absolute discretion sees fit. The rights, powers and discretions of the Pledgee herein are additional to and not exclusive of those provided by law, by any agreement with or other security in favour of the Pledgee including the provisions set out in the Finance Documents

16. NOTICES

All notices or other communications under this Pledge Agreement shall be sent in accordance with the provisions of clause 36 (*Notices*) of the Facility Agreement

17. ASSIGNMENT

- (a) None of the Pledgors may assign, novate or otherwise transfer any of its rights and obligations under this Pledge Agreement. The Pledgee may assign, novate or otherwise transfer all or any part of its rights and obligations under this Pledge Agreement provided that such assignment, novation or transfer will be effected together with a parallel assignment, novation or transfer under and in accordance with the terms of the Finance Documents
- (b) In case of an assignment, novation or other transfer by the Pledgee or any other Finance Party to one or several transferees of all or any part of the Secured Liabilities and/or of any other rights it may have under any of the Finance Documents, to the extent required under applicable law (including for the purpose of article 1278 of the Luxembourg Civil Code) and without prejudice to any other terms hereof or of any other Finance Documents, the Pledgee and each Pledgor hereby agrees, that in any such event, these Pledges and all rights under this Pledge Agreement shall be preserved, so that the security constituted by this Pledge Agreement shall automatically, and without any formality, benefit to any such transferees.
- (c) This Pledge Agreement shall remain in effect despite any amalgamation, merger or demerger (however effected) relating to the Pledgee or any of the Finance Parties, and references to the Pledgee or the Finance Parties shall be deemed to include any assignee, transferee or successor in title of the Pledgee or the Finance Parties and any person who, under any applicable law, has assumed the rights and obligations of the Pledgee or the Finance Parties hereunder (or, as applicable, under any other Finance Documents) or to which under such laws these rights and obligations have been assigned, novated or transferred in any manner
- (d) To the extent a further notification, registration or any other step is required by law to give effect to the above, such further notification or registration shall be made or such other step promptly taken, and each Pledgor hereby irrevocably appoints the Pledgee as its attorney (*mandataire*), to make any notifications and/or to proceed to any required registrations, and/or to take any other steps, and each Pledgor undertakes to do so itself if so requested by the Pledgee

18. SEVERABILITY

If, at any time, any provision of this Pledge Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Pledge Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby

19. SECURITY TRUST AND PLEDGEE PROVISIONS

- (a) The Pledgee shall hold the benefit of this Pledge Agreement inclusive of, inter alia, the security interests, confirmations, undertakings and covenants given by the Pledgors in and pursuant to this Pledge Agreement upon trust for the Finance Parties on the terms and conditions of clause 27 (The Security Agent) of the Facility Agreement
- (b) The Pledgee executes this Pledge Agreement as security agent and trustee for the Finance Parties in the exercise of the powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document. It will exercise its powers and authority under this Pledge Agreement in the manner provided for in the Facility Agreement and, in so acting, the Pledgee shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents

20. GOVERNING LAW AND JURISDICTION

- (a) This Pledge Agreement is governed by, and shall be construed in accordance with, Luxembourg law
- (b) Any dispute arising in connection with this Pledge Agreement shall be submitted to the courts of the district of Luxembourg-City
- (c) Nothing in this Clause 20 limits the right of the Pledgee to bring proceedings against any Pledgor in any other court of competent jurisdiction or concurrently in more than one jurisdiction to the extent permitted by applicable law

21. COUNTERPARTS

This Pledge Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Pledge Agreement

IN WITNESS THEREOF the parties hereto have executed this Pledge Agreement on the day and year first above written

SCHEDULE 1

THE PARTIES

PART 1

THE PLEDGORS

(A) PLEDGECO AND HOLDCO

UK LOGISTICS PLEDGECO I S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Luxembourg trade and companies register (the **Register**) under number B196682

UK LOGISTICS HOLDCO I S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196717

(B) RHOMBUS

RHOMBUS BIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B166522

RHOMBUS ONE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167225

RHOMBUS TWO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167229

RHOMBUS THREE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167257

RHOMBUS FOUR S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167231

RHOMBUS FIVE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167262

RHOMBUS SIX S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167265

RHOMBUS SEVEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167266.

RHOMBUS EIGHT S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167268

RHOMBUS NINE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167270

RHOMBUS TEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167272

RHOMBUS ELEVEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167273

RHOMBUS TWELVE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167275

RHOMBUS THIRTEEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167371

RHOMBUS FOURTEEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167373

RHOMBUS NO. 1 LIMITED, a company incorporated under the laws of Guernsey with its registered office at PO Box 25, Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3AP, and registered with the register under number 51824

RHOMBUS NO. 2 LIMITED, a company incorporated under the laws of Guernsey with its registered office at PO Box 25, Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3AP, and registered with the register under number 51783

RHOMBUS NO. 3 LIMITED, a company incorporated under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, England and Wales, and registered with the register under number 04843606

RHOMBUS NO. 4 LIMITED, a company incorporated under the laws of Guernsey with its registered office at PO Box 25, Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3AP, and registered with the register under number 53447

(C) TEAL

TEAL GLASSHOUGHTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B133254

TEAL HOUGHTON MAIN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 7,584,000, and registered with the Register under number B102104

TEAL BRACKMILLS S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B81225

TEAL DARLASTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 2,300,000, and registered with the Register under number B70944,

TEAL HAMS HALL S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 800,000, and registered with the Register under number B70890

TEAL HUNTINGDON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 3,113,000, and registered with the Register under number B70893

TEAL CORBY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 4,157,000, and registered with the Register under number B78060

TEAL RUGELEY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168989

TEAL VOLTAIC S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168968

TEAL DONCASTER S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168987

NEW TEAL BIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196835

TEAL NEW BRACKMILLS S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196888

TEAL NEW DARLASTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196867

TEAL NEW HAMS HALL S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196869

TEAL NEW HOUGHTON MAIN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196877

TEAL NEW HUNTINGDON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196879

TEAL NEW CORBY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196859

TEAL NEW GLASSHOUGHTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196864

TEAL NEW RUGELEY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196911

TEAL NEW DONCASTER S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196865

TEAL NEW KINGSTON PARK S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196866

TEAL WAKEFIELD NO 1 LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 04237338

TEAL WAKEFIELD NO 2 LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 04335048

TEAL CORBY LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 04216209

TEAL KINGSTON PARK LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 05477649

HARDWICK (DONCASTER) PROPERTY COMPANY LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at c/o Blackstone Property Management, Prince Frederick House, 35-37 Maddox Street, London W1S 2PP, England and Wales, and registered with the registration under number 005510370

RUGELEY G PARK LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at c/o Blackstone Property Management, Prince Frederick House, 35-37 Maddox Street, London W1S 2PP, England and Wales, and registered with the register under number 06408282

DAGENHAM LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street, 3rd Floor, London W1F 7DR, England and Wales, and registered with the register under number 05688533

(D) DIAMOND

DIAMOND BIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,040, and registered with the Register under number B170342

DIAMOND ONE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B170362

DIAMOND TWO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B171660

DIAMOND THREE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène

Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B171705

DIAMOND FOUR S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168974

DIAMOND SIX S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168988

DIAMOND SEVEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B173014

DIAMOND EIGHT S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B173560

DIAMOND NINE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B173936

DIAMOND TEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B177274

PAVILION PROPERTY TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK UNIT TRUST, a company incorporated and existing under the laws of Jersey with its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, and registered with the register under number 87660

PAVILION TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK UNIT TRUST, a company incorporated and existing under the laws of Jersey with its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, and registered with the register under number 18478

PART 2
THE DEBTORS

(A) PLEDGECO AND HOLDCO

UK LOGISTICS HOLDCO I S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196717

(B) RHOMBUS

RHOMBUS BIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B166522

RHOMBUS ONE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167225

RHOMBUS TWO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167 229

RHOMBUS THREE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167257

RHOMBUS FOUR S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167231

RHOMBUS FIVE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167262

RHOMBUS SIX S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167265

RHOMBUS SEVEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167266

RHOMBUS EIGHT S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167268

RHOMBUS NINE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167270

RHOMBUS TEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167272

RHOMBUS ELEVEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167273

RHOMBUS TWELVE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167275

RHOMBUS THIRTEEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167371

RHOMBUS FOURTEEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B167373

RHOMBUS NO. 1 LIMITED, a company incorporated under the laws of Guernsey with its registered office at PO Box 25, Regency Court, Glategny Esplanade, St Peter Port, Guernsey GY1 3AP, and registered with the register under number 51824

RHOMBUS NO. 2 LIMITED, a company incorporated under the laws of Guernsey with its registered office at PO Box 25, Regency Court, Glategny Esplanade, St Peter Port, Guernsey GY1 3AP, and registered with the register under number 51783

RHOMBUS NO. 3 LIMITED, a company incorporated under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, England and Wales, and registered with the register under number 04843606

RHOMBUS NO. 4 LIMITED, a company incorporated under the laws of Guernsey with its registered office at PO Box 25, Regency Court, Glategny Esplanade, St Peter Port, Guernsey GY1 3AP, and registered with the register under number 53447.

(C) TEAL

TEAL GLASSHOUGHTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B133254

TEAL HOUGHTON MAIN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 7,584,000, and registered with the Register under number B102104

TEAL BRACKMILLS S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B81225

TEAL DARLASTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 2,300,000, and registered with the Register under number B70944,

TEAL HAMS HALL S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 800,000, and registered with the Register under number B70890

TEAL HUNTINGDON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 3,113,000, and registered with the Register under number B70893

TEAL CORBY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 4,157,000, and registered with the Register under number B78060

TEAL RUGELEY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168989

TEAL VOLTAIC S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168968

TEAL DONCASTER S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168987

NEW TEAL BIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène

Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196835

TEAL NEW BRACKMILLS S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196888

TEAL NEW DARLASTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196867

TEAL NEW HAMS HALL S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196869

TEAL NEW HOUGHTON MAIN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196877

TEAL NEW HUNTINGDON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196879

TEAL NEW CORBY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196859

TEAL NEW GLASSHOUGHTON S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196864

TEAL NEW RUGELEY S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196911

TEAL NEW DONCASTER S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196865

TEAL NEW KINGSTON PARK S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B196866

TEAL WAKEFIELD NO 1 LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 04237338

TEAL WAKEFIELD NO 2 LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 04335048

TEAL CORBY LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 04216209

TEAL KINGSTON PARK LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street (3th Floor), London W1F 7DR, London, England and Wales, and registered with the register under number 05477649

HARDWICK (DONCASTER) PROPERTY COMPANY LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at c/o Blackstone Property Management, Prince Frederick House, 35-37 Maddox Street, London W1S 2PP, England and Wales, and registered with the registration under number 005510370

RUGELEY G PARK LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at c/o Blackstone Property Management, Prince Frederick House, 35-37 Maddox Street, London W1S 2PP, England and Wales, and registered with the register under number 06408282

DAGENHAM LIMITED, a company incorporated and existing under the laws of England and Wales with its registered office at 36 Carnaby Street, 3rd Floor, London W1F 7DR, England and Wales, and registered with the register under number 05688533

(D) DIAMOND

DIAMOND BIDCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,040, and registered with the Register under number B170342

DIAMOND ONE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B170362

DIAMOND TWO S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B171660

DIAMOND THREE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B171705

DIAMOND FOUR S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène

Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168974

DIAMOND SIX S.À R.L.; a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B168988

DIAMOND SEVEN S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B173014

DIAMOND EIGHT S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B173560

DIAMOND NINE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B173936

DIAMOND TEN S.À R.L. a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, with a share capital of GBP 15,000, and registered with the Register under number B177274

PAVILION PROPERTY TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK UNIT TRUST, a company incorporated and existing under the laws of Jersey with its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, and registered with the register under number 87660

PAVILION TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK UNIT TRUST, a company incorporated and existing under the laws of Jersey with its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, and registered with the register under number 18478

SIGNATORIES
THE PLEDGORS

(A) RHOMBUS

RHOMBUS BIDON S.À R.L

by 
Name **Diana Hoffmann**
Title Authorised signatory

RHOMBUS ONE S.À .R.L.

by 
Name **Diana Hoffmann**
Title Authorised signatory

RHOMBUS TWO S.À .R.L.

by 
Name **Diana Hoffmann**
Title Authorised signatory

RHOMBUS THREE S.À .R.L.

by 
Name **Diana Hoffmann**
Title Authorised signatory

RHOMBUS FOUR S.À R.L.

by. 
Name Diana Hoffmann
Title Authorised signatory


RHOMBUS FIVE S.À R.L.

by. 
Name Diana Hoffmann
Title: Authorised signatory

RHOMBUS SIX S.À R.L.

by 
Name Diana Hoffmann
Title: Authorised signatory

RHOMBUS SEVEN S.À R.L.

by 
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS EIGHT S.À R.L.

by 
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS NINE S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS TEN S.À R.L

by:
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS ELEVEN S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS TWELVE S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS THIRTEEN S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS FOURTEEN S.À R.L

by **Diana Hoffmann**
Name
Title Authorised signatory

RHOMBUS NO. 1 LIMITED

by
Name
Title

RHOMBUS NO. 2 LIMITED

by:
Name
Title

RHOMBUS NO. 3 LIMITED

by
Name
Title

RHOMBUS NO. 4 LIMITED

by
Name.
Title

(B) TEAL

RHOMBUS FOURTEEN S.À R.L

by
Name
Title Authorised signatory

RHOMBUS NO. 1 LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

RHOMBUS NO. 2 LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

RHOMBUS NO. 3 LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

RHOMBUS NO. 4 LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

(B) TEAL

TEAL GLASSHOUGHTON S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL HOUGHTON MAIN S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL BRACKMILLS S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL DARLASTON S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL HAMS HALL S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL HUNTINGDON S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL CORBY S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL RUGBLEY S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL VOLPAC S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL DORCASTER S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

NEW TEAL BIDCO S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL NEW BRACKMILLS S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL NEW DARLASTON S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL NEW HAMS HALL S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL NEW HOUGHTON MAIN S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL NEW HUNTINGDON S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

TEAL NEW CORBY S.À R.L

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Name Diana Hoffmann
Title Authorised signatory

TEAL NEW GLASSHOUGHTON S.À R.L

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Name Diana Hoffmann
Title Authorised signatory

TEAL NEW RUGELEY S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

TEAL NEW DONCASTER S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

TEAL NEW KINGSTON PARK S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL WAKEFIELD NO 1 LIMITED

by.
Name
Title Authorised signatory

TEAL WAKEFIELD NO 2 LIMITED

by
Name
Title Authorised signatory

TEAL CORBY LIMITED

by
Name
Title

TEAL KINGSTON PARK LIMITED

by
Name
Title

TEAL NEW KINGSTON PARK S À R.L

by
Name
Title Authorised signatory

TEAL WAKEFIELD NO 1 LIMITED



by
Name MIKE PEGLER
Title Authorised signatory

TEAL WAKEFIELD NO 2 LIMITED



by
Name MIKE PEGLER
Title Authorised signatory

TEAL CORBY LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

TEAL KINGSTON PARK LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

HARDWICK (DONCASTER) PROPERTY COMPANY LIMITED



by

Name *MIKE PEGLER*

Title *DIRECTOR*

RUGELEY G PARK LIMITED



by

Name *MIKE PEGLER*

Title *DIRECTOR*

DAGENHAM LIMITED



by

Name *MIKE PEGLER*

Title *DIRECTOR*

(C) PLEGECO AND HOLDCO

UK LOGISTICS PLEDGECO I S.À R.L

by

Name

Title *Authorised signatory*

UK LOGISTICS HOLDCO I S.À R.L

by

Name

Title *Authorised signatory*

HARDWICK (DONCASTER) PROPERTY COMPANY LIMITED

by
Name:
Title:

RUGELEY G PARK LIMITED

by
Name
Title

DAGENHAM LIMITED

by
Name
Title:

(C) PLEGECO AND HOLDCO
UK LOGISTICS PLEDGECO I S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

UK LOGISTICS HOLDCO I S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

(D) DIAMOND

DIAMOND BIDCO S.À R.L

by Diana Hoffmann
Name
Title Authorised signatory

DIAMOND ONE S.À R.L

by Diana Hoffmann
Name
Title Authorised signatory

DIAMOND TWO S.À R.L

by Diana Hoffmann
Name
Title Authorised signatory

DIAMOND THREE S.À R.L

by Diana Hoffmann
Name
Title Authorised signatory

DIAMOND FOUR S.À R.L

by Diana Hoffmann
Name
Title Authorised signatory

DIAMOND SIX S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND SEVEN S.À R.L

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Name Diana Hoffmann
Title Authorised signatory

DIAMOND EIGHT S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND NINE S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND TEN S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

**PAVILION PROPERTY TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK
UNIT TRUST**

by 
Name
Title Markus Kubeck
Director

**PAVILION TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK UNIT
TRUST**

by 
Name
Title Markus Kubeck
Director


THE PLEDGEE

WELLS FARGO BANK, N.A., LONDON BRANCH

by

Name

Title


June Barnes
Authorised Signatory

Each Debtor acknowledges and accepts. (i) the security interest constituted by this Pledge Agreement and (ii) the terms of this Pledge Agreement. Each Debtor confirms (i) that it will provide the required assistance in respect of the perfection of the Pledge and (ii) that it shall perform as directed in this Pledge Agreement and/or by the Pledgee from time to time and (iii) that nothing in that Debtor's constitutional documents or otherwise prevents it from complying with the above obligations and directions and (iv) it has not previously received any notice of pledge, charge, assignment in respect of the Receivables owed to it (or any part thereof) or become a party to any other pledge agreement, assignment agreement or similar arrangement with respect thereto.

Each Debtor hereby irrevocably waives any right of set-off as well as any other pleas (exceptions) it may have (now or at any time in the future), whether by way of contract, law or otherwise, against the Pledgors (or any of them) or the Pledgee or any other Finance Party and which may affect the Receivables owed to it (or any part thereof). This waiver is final and will subsist after the expiry of the Security Period in case of an enforcement by any means whatsoever.

The Debtors

(A) HOLDCO

UK LOGISTICS HOLDCO I.S.À R.L.

by
Name **Diana Hoffmann**
Title Authorised signatory

(B) RHOMBUS

RHOMBUS BIDCO S.À R.L.

by
Name **Diana Hoffmann**
Title Authorised signatory

RHOMBUS ONE S.À R.L.

by
Name **Diana Hoffmann**
Title Authorised signatory

RHOMBUS SEVEN S.À R.L

by
Name Diana Hoffmann
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RHOMBUS EIGHT S.À R.L

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RHOMBUS NINE S.À R.L

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RHOMBUS TEN S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS ELEVEN S.À R.L

by:
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS TWELVE S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS THIRTEEN S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS FOURTEEN S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

RHOMBUS NO. 1 LIMITED

by
Name
Title

RHOMBUS NO. 2 LIMITED

by
Name
Title

RHOMBUS TWELVE S.À R L

by
Name
Title Authorised signatory

RHOMBUS THIRTEEN S.À R.L

by
Name
Title Authorised signatory

RHOMBUS FOURTEEN S.À R.L

by
Name
Title Authorised signatory

RHOMBUS NO. 1 LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

RHOMBUS NO. 2 LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

RHOMBUS NO. 3 LIMITED



by

Name MIKE PEGLER

Title DIRECTOR

RHOMBUS NO. 4 LIMITED



by

Name MIKE PEGLER

Title DIRECTOR

(C) TEAL

TEAL GLASSHOUGHTON S.À R.L

by

Name

Title Authorised signatory

TEAL HOUGHTON MAIN S.À R.L

by

Name

Title Authorised signatory

TEAL BRACKMILLS S.A R.L

by

Name

Title Authorised signatory

RHOMBUS NO. 3 LIMITED

by
Name:
Title

RHOMBUS NO. 4 LIMITED

by
Name
Title

(C) TEAL

TEAL GLASSHOUGHTON S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL HOUGHTON MAIN S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

TEAL BRACKMILLS S.À R.L

by.
Name Diana Hoffmann
Title. Authorised signatory

TEAL DARLASTON S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL HAMS HALL S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL HUNTINGDON S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL CORBY S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL RUGELEY S.À R.L

by
Name **Diana Hoffmann**
Title Authorised signatory

TEAL VOLTAIC S.À R.L

by **Diana Hoffmann**
Name
Title Authorised signatory

TEAL DONCASTER S.À R.L

by **Diana Hoffmann**
Name
Title Authorised signatory

NEW TEAL BIDDLO S.À R.L

by **Diana Hoffmann**
Name
Title Authorised signatory

TEAL NEW BRACKMILLS S.À R.L

by **Diana Hoffmann**
Name
Title Authorised signatory

TEAL NEW DARTMSTON S.À R.L

by **Diana Hoffmann**
Name
Title Authorised signatory

TEAL NEW HAMPS HALL S.À R.L

by 
Name Diana Hoffmann
Title Authorised signatory

TEAL NEW HOUGHTON MAIN S.À R.L

by 
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Title Authorised signatory

TEAL NEW HUNTINGDON S.À R.L

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TEAL NEW RUGELEY S.À R.L

by 
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Title Authorised signatory

TEAL NEW DONCASTER S.À R.L

by 
Name
Title Authorised signatory

TEAL NEW KINGSTON PARK S.À R.L

by 
Name
Title Authorised signatory

TEAL WAKEFIELD NO 1 LIMITED

by
Name
Title

TEAL WAKEFIELD NO 2 LIMITED

by
Name
Title

TEAL NEW RUGELEY S.À R.L

by
Name
Title Authorised signatory

TEAL NEW DONCASTER S À R.L

by
Name
Title Authorised signatory

TEAL NEW KINGSTON PARK S.À R.L

by
Name
Title Authorised signatory

TEAL WAKEFIELD NO 1 LIMITED

by
Name  MIKE PEGLER
Title DIRECTOR

TEAL WAKEFIELD NO 2 LIMITED

by
Name  MIKE PEGLER
Title DIRECTOR

TEAL CORBY LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

TEAL KINGSTON PARK LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

HARDWICK (DONCASTER) PROPERTY COMPANY LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

RUGELEY G PARK LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

DAGENHAM LIMITED



by
Name MIKE PEGLER
Title DIRECTOR

(D) DIAMOND

DIAMOND BIDCO S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND ONE S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND TWO S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND THREE S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND FOUR S.À R.L

by
Name Diana Hoffmann
Title Authorised signatory

DIAMOND SIX S.À R.L

by **[REDACTED]**
Name **Diana Hoffmann**
Title Authorised signatory

DIAMOND SEVEN S.À R.L

by: **[REDACTED]**
Name **Diana Hoffmann**
Title Authorised signatory

DIAMOND EIGHT S.À R.L

by **[REDACTED]**
Name **Diana Hoffmann**
Title Authorised signatory

DIAMOND NINE S.À R.L

by **[REDACTED]**
Name **Diana Hoffmann**
Title Authorised signatory

DIAMOND TEN S.À R.L

by **[REDACTED]**
Name **Diana Hoffmann**
Title Authorised signatory

**PAVILION PROPERTY TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK
UNIT TRUST**

by
Name
Title

A large, dark, irregular blacked-out area representing a redacted signature.

Markus Kubeck
Director

**PAVILION TRUSTEES LIMITED AS JOINT TRUSTEE OF THE LYMEDALE PARK UNIT
TRUST**

by.
Name
Title

A large, dark, irregular blacked-out area representing a redacted signature.

Markus Kubeck
Director