

## COMPANIES FORM No 395

## Particulars of a mortgage or charge

CHFP000

Please do not write  
in this marginPlease complete  
legibly, preferably  
in black type or  
bold block lettering\*Insert full name of  
company102487/613  
**395**FEE  PAID

£ 13.00 M I

Company Number

50164111 COMPANIES HOUSE

For Official use

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

Name of Company

\* TRUCK AND RECEIVABLES SECURITISATION LIMITED (the *Charging Company*)

Date of creation of the charge

24<sup>th</sup> May 2007

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

TARS Supplemental Security Assignment (the *Charging Document*) dated 24 May 2007  
between the Charging Company and The Royal Bank of Scotland plc

Amount secured by the mortgage or charge

(a) All monies and liabilities whatsoever which from time to time become due, owing or payable by the Charging Company to the order of the Security Trustee and/ or any Receiver under the TARS Deed of Charge and the other Transaction Documents, on any account whatsoever, whether as principal or surety and whether or not directly with another, at the times and in the manner provided therein and

(b) all monies and liabilities whatsoever which from time to time become due, owing or payable by the Charging Company to each of the other Secured Creditors in accordance with the TARS Deed of Charge and each of the other Transaction Documents,

together, the *Secured Obligations*

Capitalised terms used but not defined in this Form 395 shall have the meanings given to them in Schedule 1

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

The Royal Bank of Scotland plc as security agent and trustee for the Secured Creditors (defined in Schedule 1)

280 Bishopsgate

London

Postcode

EC2M 4RB

Presentor's name address and  
reference (if any)The Royal Bank of Scotland  
280 Bishopsgate, London  
EC2M 4RB  
Ref TARSFor official Use  
Mortgage Section

Post room

SATURDAY



A27

\*AU5IVQ9L\*

09/06/2007

319

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please see Schedule 2

Capitalised terms used but not defined in this Form 395 shall have the same meanings given to them in Schedule 1

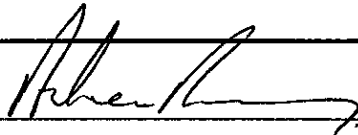
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 24<sup>th</sup> May 2007

On behalf of [company] [mortgagee/ chargee]

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

**Note**

<sup>1</sup> Delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

CONTINUATION SHEET FOR FORM M395

Company Name Trucks and Receivables Limited (5015444)

## SCHEDULE 1

### DEFINITIONS

**Account Bank** means RBS or such other person or persons from time to time appointed as account bank for the purposes of the TARS Transaction Account, subject to and in accordance with the terms of the Management Agreement,

**Adviser** means RBS in its capacity as adviser under the Advisory Agreement,

**Advisory Agreement** means the advisory agreement dated the Signing Date between the Adviser and the Manager,

**Bill of Sale** means the Initial Bill of Sale, a Further Bill of Sale, a Repurchase Bill of Sale, a bill of sale substantially in the form of Schedule 1 to the Residual Value Guarantee, a bill of sale substantially in the form of Schedule 3 to the Sales Agency Deed or a bill of sale substantially in the form of Schedule 8 to the Servicing Agreement, as applicable,

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for business in London and New York,

**Collection Period** means the period commencing from (but excluding) a Cut Off Date to (and including) the immediately succeeding Cut Off Date;

**Contract Hire Agreement** means each hiring agreement between MAN FS (as Lessor) and a Lessee pursuant to which the Lessee takes on hire, for a specified period, one or more Trucks (detailed in a Contract Hire Schedule), the terms of which are constituted by a Contract Hire Schedule and the Master Contract Hire Agreement between the Lessor and the relevant Lessee and which may be supplemented by one or more Standard Form Ancillary Agreements,

**Contract Hire Schedule** means the schedule executed by MAN FS (as Lessor) and a Lessee detailing the one or more Trucks which the Lessee takes on hire for the length of term specified therein and which is subject to and incorporates the terms of the relevant Master Contract Hire Agreement between the Lessor and Lessee, the standard forms of which that are currently in use are set out in Part B of Schedule 3 to the Sale and Purchase Agreement;

**Cut Off Date** means the last day of each calendar month provided that the first Cut Off Date shall be the Initial Sale Date and the second Cut Off Date shall be the last day of July 2004,

**Encumbrance** means:

- (a) a mortgage, charge, pledge, lien, hypothec or other security interest securing any obligation of any person, or
- (b) any other type of preferential agreement or arrangement having a similar effect and, for the avoidance of doubt, shall not include any right of set-off

arising by contract or operation of law, not constituting a mortgage or charge under applicable law,

**Excess Mileage Payment** means a payment (excluding an amount equal to any applicable VAT) due and payable by a Lessee under a Lease Agreement to the Lessor in respect of the Excess Mileage Rights,

**Excess Mileage Rights** means, in respect of a Truck, those rights of the Lessor under the Lease Agreement in respect of such Truck to require a payment from the Lessee in respect of the distance travelled by such Truck in excess of the contract mileage allowance set out in the relevant Lease Agreement,

**Final Maturity Date** means (a) 23 May 2010, or (b) if such date is extended in accordance with the Junior Facility Agreement or the Residual Value Guarantee, the earlier of the dates most recently agreed in accordance with clause 2.4 of the Junior Facility Agreement or clause 7.1 of the Residual Value Guarantee,

**Further Bill of Sale** means a bill of sale substantially in the form of Part B of Schedule 4 to the Sale and Purchase Agreement in respect of Further Trucks,

**Further Lease Agreements** means, collectively, the Lease Agreements existing as at any Further Sale Date relating to the Further Trucks details of which are set out in the relevant Further Trucks Notice, and **Further Lease Agreement** means any individual such agreement,

**Further Sale Date** means, subject to satisfaction of the conditions precedent set out in clause 4.2 of the Sale and Purchase Agreement (*Further Purchaser Conditions*) in respect of an Offered Truck, the immediately following Settlement Date,

**Further Truck** means, in respect of any Further Sale Date each Offered Truck which is purchased on such Further Sale Date,

**Further Trucks Notice** means a notice substantially in the form of Schedule 6 to the Sale and Purchase Agreement, given by the Seller to the Charging Company prior to the purchase of any Further Trucks, setting out the details of such Further Trucks and the Further Lease Agreement(s) in respect thereof,

**Initial Bill of Sale** means the bill of sale substantially in the form of Part A of Schedule 4 to the Sale and Purchase Agreement in respect of the Initial Trucks,

**Initial Lease Agreements** means, collectively, the Lease Agreements existing as at the Initial Sale Date relating to the Initial Trucks, the details of which are set out in Schedule 1 to the Sale and Purchase Agreement, and **Initial Lease Agreement** means any individual such agreement;

**Initial Sale Date** means 24 June 2004,

**Initial Truck** means each Truck which is purchased by the Charging Company on the Initial Sale Date,

**Junior Facility Agreement** means the loan agreement dated the Signing Date between the Charging Company, the Junior Lender and the Security Trustee,

**Junior Lender** means, as at the Signing Date, MAN FS,

**Lease Agreements** means collectively, all Contract Hire Agreements and all Operating Lease Agreements pursuant to which lessees have acquired or will acquire the right to use and possess the Trucks, which expression includes (for the avoidance of doubt) all of the Initial Lease Agreements and all Further Lease Agreements (if any), and **Lease Agreement** means any such individual agreement,

**Lease Expiry Date** means, in respect of a Truck, the date on which the original period of hire for such Truck expires in accordance with the Lease Agreement,

**Lease Receivables** means, in respect of a Lease Agreement, any and all amounts payable by the Lessee to the Lessor (whether by way of rent, deposit, Repair and Maintenance Payments, insurance premium, Excess Mileage Payment, Return Condition Payment or otherwise) under, or in respect of, such Lease Agreement and payable by the Lessee on any date falling on or after the Initial Sale Date in respect of an Initial Truck or the Further Sale Date in respect of a Further Truck,

**Lessee** means, in relation to a Lease Agreement, the person named in it as such together with any person from time to time assuming the obligations of such lessee to make lease payments in respect of such Lease Agreement or any part of it and **Lessees** means all such people,

**Lessor** means, in relation to a Lease Agreement, MAN FS,

**Liquidity Facility Agent** means, as at the Signing Date, RBS,

**Liquidity Facility Agreement** means the facility agreement dated the Signing Date between, *inter alios*, the Liquidity Facility Agent, the Liquidity Facility Banks and the Charging Company,

**Liquidity Facility Banks** means the banks and financial institutions set out in Schedule 1 to the Liquidity Facility Agreement and any other bank or financial institution which becomes a liquidity facility provider in accordance with the terms of the Liquidity Facility Agreement and, on the Signing Date, is RBS, and **Liquidity Facility Bank** means any one of them,

**Loss Sharing Deed** means the loss sharing deed dated the Signing Date between the RV Guarantor, MAN FS and the Parent Guarantor,

**MAN AG** means MAN Aktiengesellschaft, whose registered office is at Ungererstraße 69, D-80805 Munich,

**MAN FS** means MAN Financial Services plc, a limited liability company incorporated under the laws of England and Wales under company registration number 2691818 whose registered office is at Frankland Road, Blagrove Industrial Estate, Swindon, Wiltshire SN5 8YU,

**Management Agreement** means the agreement dated the Signing Date between the Charging Company and the Manager,

**Manager** means, as at the Signing Date, Capita IRG Trustees Limited, whose registered office is at Guildhall House, 81/87 Gresham Street, London EC2V 7QE,

**Mandate** means the mandate in respect of the TARS Transaction Account dated 23 February 2004 between the Charging Company, the Account Bank and the Manager as amended from time to time,

**Master Framework Deed** means the master framework deed dated the Signing Date between the Charging Company, the Security Trustee, the Liquidity Facility Banks, the Liquidity Facility Agent, the Account Bank, MAN FS, the TARS Swap Counterparty, the Parent Guarantor, the RV Guarantor and the Senior Lender,

**Master Contract Hire Agreements** means each master agreement (the standard forms of which as at the Signing Date are set out in Part A of Schedule 3 to the Sale and Purchase Agreement) which has been entered into by the Lessor, or which may be entered into by MAN FS as Lessor, the terms of which govern and are incorporated into each Contract Hire Agreement between the Lessor and the relevant Lessee and which provide that the Lessee shall, *inter alia*, make Scheduled Rental Payments and also payments in respect of Repair and Maintenance services provided by or on behalf of the Lessor,

**Master Operating Lease** means each master lease agreement (the standard forms of which as at the Signing Date, are set out in Part C of Schedule 3 to the Sale and Purchase Agreement) which has been entered into by the Lessor, or which may, from time to time, be entered into by MAN FS as Lessor, the terms of which govern and are incorporated into each Operating Lease Agreement between the Lessor and the relevant Lessee and which provides that the Lessee shall, *inter alia*, make Scheduled Rental Payments and be responsible for all maintenance of any Trucks leased pursuant thereto,

**Offered Truck** means any truck offered for sale pursuant to, and in accordance with, clause 2.2 of the Sale and Purchase Agreement;

**Operating Lease Agreement** means each leasing agreement between MAN FS (as Lessor) and a Lessee pursuant to which the Lessee takes on lease, for a specified period, one or more Trucks (detailed in an Operating Lease Schedule), the terms of which are constituted by an Operating Lease Schedule and the Master Operating Lease between the Lessor and the relevant Lessee and which may be supplemented by one or more Standard Form Ancillary Agreements;

**Operating Lease Schedule** means the schedule (the standard form of which as at the Signing Date is set out in Part D of Schedule 3 to the Sale and Purchase Agreement) executed by the Lessor and a Lessee detailing the one or more Trucks which the Lessee takes on lease for the length of term specified therein, and which is subject to, and incorporates the terms of, the relevant Master Operating Lease between the Lessor and the Lessee,

**Parent Guarantor** means MAN AG,

**RBS** means The Royal Bank of Scotland plc acting through its office at 135 Bishopsgate, London EC2M 3UR,

**Receiver** means any person (being a licensed insolvency practitioner), who is appointed by the Security Trustee to be a receiver of TARS Charged Property to act jointly, or jointly and severally, or independently as the Security Trustee shall determine,

**Repair and Maintenance** means the obligations of the Lessor to keep Trucks which are subject to a Contract Hire Agreement maintained and repaired, including the due payment of any vehicle Tax payable on the relevant Truck, in accordance with the terms of that Contract Hire Agreement,

**Repair and Maintenance Payments** means, in respect of a Lease Agreement, all amounts (excluding an amount equal to any applicable VAT chargeable on the supply for which such payments are the consideration) which are received by the Charging Company and which are attributable to Repair and Maintenance,

**Reporting Date** means, in respect of a Collection Period, the date falling eight Business Days after the last day of such Collection Period,

**Repurchase Bill of Sale** means a bill of sale substantially in the form of Part C of Schedule 4 to the Sale and Purchase Agreement in respect of repurchases of Trucks by the Seller pursuant to the Sale and Purchase Agreement,

**Residual Value Guarantee** means the residual value guarantee dated the Signing Date between the Charging Company, the RV Guarantor and the Security Trustee,

**Return Condition** means, with respect to a Truck, the condition, state, and standard of repair and maintenance required pursuant to the Lease Agreement for the immediate acceptance of redelivery of the Truck by a Lessee to the Lessor;

**Return Condition Payment** means a payment (excluding an amount equal to any applicable VAT) due and payable by a Lessee under the Lease Agreement to the Lessor in respect of a Truck as a result of failure by the Lessee to return the Truck in the Return Condition on the Lease Expiry Date,

**RV Guarantor** means The Royal Bank of Scotland plc acting through its office at 135 Bishopsgate, London, EC2M 3UR;

**Sale and Purchase Agreement** means the sale and purchase agreement dated the Signing Date between, inter alios, the Charging Company, the Seller, the Parent Guarantor and the Security Trustee;

**Sales Agency Deed** means the sales agency deed dated the Signing Date between the Charging Company, the Sales Agent, the Servicer, the RV Guarantor, the Security Trustee and the Parent Guarantor,



**Sales Agency Power of Attorney** means the sales agency power of attorney dated the Signing Date and granted by the Charging Company in favour of the Sales Agent and set out in Schedule 2 (*Sales Agency Power of Attorney*) of the Sales Agency Deed,

**Sales Agent** means MAN FS,

**Scheduled Rental Payments** means, in respect of a Lease Agreement, all payments under such Lease Agreement (excluding an amount equal to any applicable VAT and excluding any payment attributable to Repair and Maintenance, any Excess Mileage Payment and any Return Condition Payment and any early termination payment in respect of such Lease Agreement) which are scheduled to be paid.

- (a) in respect of an Initial Truck, in respect of the period from (and including) the Initial Sale Date to (and including) the Lease Expiry Date, and
- (b) in respect of a Further Truck, in respect of the period from (and including) the relevant Further Sale Date to (and including) the Lease Expiry Date,

**Secured Creditors** means the Senior Lender, the Security Trustee, any Receiver, the Seller, the Servicer, the Manager, the TARS Swap Counterparty, the Junior Lender, the Liquidity Facility Banks, the Liquidity Facility Agent, the RV Guarantor, and the Account Bank,

**Security Power of Attorney** means the security power of attorney dated the Signing Date and granted by the Seller in favour of the Security Trustee and set out in Schedule 1 (*Power of Attorney*) of the TARS Deed of Charge,

**Security Trustee** means, as at the Signing Date, RBS as security trustee and agent for itself and the other Secured Creditors (and includes such person and all other persons for the time being acting as security trustee or trustee pursuant to the TARS Deed of Charge),

**Seller** means MAN FS,

**Senior Facility Agreement** means the loan agreement dated the Signing Date between, inter alios, the Charging Company and the Senior Lender,

**Senior Lender** means Thames Asset Global Securitization No 1, Inc, a corporation organised under the laws of the State of Delaware with registered number 04-3209565, whose registered office is at 2711 Centerville Road, Suite 400, Wilmington, Delaware, USA and any other institution which becomes a lender in accordance with the Senior Facility Agreement,

**Servicer** means, as at the Signing Date, MAN FS and thereafter any successor (such person to be a substitute servicer) appointed pursuant to the provisions of the Servicing Agreement or any other agreement replacing the same,

**Servicer Power of Attorney** means the servicer power of attorney dated the Signing Date and granted by the Charging Company in favour of the Servicer in the form set out in Schedule 2 (*Servicer Power of Attorney*) of the Servicing Agreement;

***Servicing Agreement*** means the servicing agreement dated the Signing Date between the Charging Company, the Servicer, the Security Trustee, the Parent Guarantor and the RV Guarantor;

***Settlement Date*** means (a) in respect of a Reporting Date, the date falling 3 Business Days after such Reporting Date, and (b) the Final Maturity Date,

***Signing Date*** means 21 June 2004,

***Standard Form Ancillary Agreements*** means those agreements that are supplemental to a Lease Agreement, which the Lessor may, from time to time enter into, the current forms of which are set out in Part E of Schedule 3 to the Sale and Purchase Agreement,

***Sub-Servicing Security Assignment*** means the security assignment dated the Signing Date between the Servicer and the Charging Company,

***Swap Transaction*** has the meaning given to the term "Transaction" in the TARS Swap Agreement,

***TARS Charged Property*** means the whole of the right, title, benefit and interest of the Charging Company in the property, assets and rights of the Charging Company described in clause 3 (*Security and Declaration of Trust*) of TARS Deed of Charge and all other property, assets and rights whatsoever of the Charging Company and wheresoever situated, present and future of the Charging Company,

***TARS Deed of Charge*** means the deed of charge dated the Signing Date between the Charging Company and the Security Trustee;

***TARS Power of Attorney*** means the TARS power of attorney dated the Signing Date and granted by the Seller in favour of the Charging Company and set out in Schedule 5 (*TARS Power of Attorney*) of the Sale and Purchase Agreement,

***TARS Security Documents*** means TARS Deed of Charge, the Security Power of Attorney, the Charging Document, each TARS Supplemental Security Assignment and each TARS Supplemental Security Assignment Notice or, where the context so requires, any of them,

***TARS Supplemental Security Assignment*** means an assignment in security substantially in the form set out in Schedule 4 to the TARS Deed of Charge;

***TARS Supplemental Security Assignment Notice*** means notice of a TARS Supplemental Security Assignment substantially in the form set out in Schedule 5 to the TARS Deed of Charge;

***TARS Swap Agreement*** means the ISDA Master Agreement and the schedule thereto each dated the Signing Date between the Charging Company, the TARS Swap Counterparty and the Security Trustee and each Swap Transaction effected thereunder pursuant to a Confirmation (as defined in the TARS Swap Agreement),

**TARS Swap Counterparty** means, as at the Signing Date, The Royal Bank of Scotland plc, acting through its office at 135 Bishopsgate, London EC2M 3UR,

**TARS Transaction Account** means the transaction account held in the name of the Charging Company with the Account Bank which, as at the Signing Date, is the account number 20011286 (sort code 16-04-00),

**Tax** means any or all present and future taxes (including VAT), levies, imposts, duties, charges, fees, deductions and withholdings imposed or levied by or on behalf of any tax authority in any jurisdiction (including any interest or penalty payable in connection with any failure to pay or any delay in paying any of them) and **Taxes** shall be construed accordingly,

**Transaction Documents** means the Sale and Purchase Agreement, each Bill of Sale, the Residual Value Guarantee, the Senior Facility Agreement, the Management Agreement, the Advisory Agreement, the Servicing Agreement, the TARS Deed of Charge, each other TARS Security Document, the Security Power of Attorney, the Master Framework Deed, the Sales Agency Deed, the Junior Facility Agreement, the TARS Swap Agreement, the Liquidity Facility Agreement, the Loss Sharing Deed, the Sub-Servicing Security Assignment, the Mandate, the Sales Agency Power of Attorney, the Servicer Power of Attorney, the TARS Power of Attorney and any other agreement or document executed pursuant to or in connection with, any of the above,

**Trucks** means the trucks transferred to the Charging Company from the Seller from time to time pursuant to the Sale and Purchase Agreement and **Truck** means any one of them,

**Truck Assets** means the Trucks (subject to and with the benefit of the relevant Lease Agreements), warranties and documents described in the Further Bill of Sale dated 15 February 2007,

**Trust Assets** means the Truck Assets (if any) not effectively transferred by the Further Bill of Sale dated 15 February 2007;

**Trust Declaration** means the declaration of trust incorporated in the Further Bill of Sale dated 15 February 2007,

**VAT** means value added tax imposed in conformity with the Sixth Council Directive of the European Communities or by any national legislation implementing that directive and legislation (whether delegated or otherwise) supplemental thereto including, in relation to the United Kingdom, value added tax as provided for in the VAT Legislation, and any other tax (whether imposed in substitution therefore or in addition thereto) of a similar fiscal nature, and

**VAT Legislation** shall include the Sixth Council Directive of the European Communities, the Value Added Tax Act 1994 and all other enactments and regulations promulgated thereunder and all notices, provisions and conditions made or issued thereunder (in each case having the force of law) and the terms of any agreement reached with HM Customs and Excise

## **SCHEDULE 2**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

#### **1. CHARGES AND ASSIGNMENTS BY WAY OF FIXED SECURITY**

The Charging Company, by way of further first fixed security for the payment or discharge of the Secured Obligations and subject to the redemption provisions of the TARS Deed of Charge conveys, assigns and transfers to and in favour of the Security Trustee all its right, title, interest and benefit present and future in, to, under, pursuant to and in respect of (a) the Trust Declaration, (b) its beneficial interest under the Trust Declaration and (c) the Trust Assets, including, in each case and without limitation, all rights, moneys, powers, proceeds and property whatsoever which may from time to time and at any time be comprised therein or distributed or derived therefrom or accrue thereon or relate thereto (including, without limitation, all rights relating to Truck Assets thereunder and pursuant thereto), all rights to receive payment of any amounts which may become payable to TARS thereunder or pursuant thereto, all Truck Assets and payments received by TARS thereunder, or pursuant thereto, all rights to serve notices and/or make demands thereunder or pursuant thereto and/or to take such steps as are required to cause Truck Assets or other Trust Assets to be transferred or otherwise dealt with and/or payments to become due and payable thereunder or pursuant thereto and all rights of action and to recover and to receive damages or obtain other relief in respect thereof

#### **2. RESTRICTIONS ON DEALING**

The Charging Document incorporates the obligations, undertakings, covenants, rights and powers specified and contained in the TARS Deed of Charge. The Charging Document therefore incorporates the covenant from the Charging Company that it covenants with and undertakes to the Security Trustee, for the benefit of the Secured Creditors, that except with the prior written consent of the Security Trustee or as expressly provided in any of the other Transaction Documents, the Charging Company shall not

- (a) create or permit to subsist any Encumbrance of any kind including anything analogous to any of the foregoing under the laws of any jurisdiction over the whole or any part of its present or future assets, revenues (including any uncalled capital) or undertaking,
- (b) carry on any business other than as described in or contemplated by the Transaction Documents and in respect of that business, shall not engage in any activity or do anything whatsoever except that the Charging Company shall be entitled to
  - (i) enter into the Transaction Documents to which it is a party and preserve, exercise and/or enforce any of its rights and perform and observe its obligations under and pursuant to the Transaction Documents to which it is a party and under any modifications or supplements thereto,

- (ii) perform any act, incidental to or necessary in connection with any of the above, and
  - (iii) engage in those activities necessary for its continued existence and proper management, or
- (c) transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire, any of its assets or undertaking or any interest, right or benefit in respect of any of them or agree or purport to do so

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05015444

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TARS SUPPLEMENTAL SECURITY ASSIGNMENT DATED THE 24th MAY 2007 AND CREATED BY TRUCK AND RECEIVABLES SECURITISATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT AND TRUSTEE FOR THE SECURED CREDITORS AND/OR ANY RECEIVER ON ANY ACCOUNT WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EACH OF THE OTHER SECURED CREDITORS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JUNE 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES