

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

395

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

For official use

3

Company number

00469605

Name of company

TDG Limited (the Pledgor)

Date of creation of the charge

13 October 2008

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

A Dutch law share pledge agreement dated 13 October 2008 made between amongst others the
Pledgor and Burdale Financial Limited (the Pledge)

Amount secured by the mortgage or charge

All present and future monetary payment obligations (*vordingen tot voldoening van een geldsom*)
and liabilities, whether actual or contingent and whether owed jointly or severally or in any other
capacity whatsoever owing by any Obligor to the Pledgee under (i) the Parallel Debt and (ii) the
Finance Documents, other than the Parallel Debt but only to the extent such payment obligations are
due to the Pledgee itself and not any of its assignees (the **Secured Obligations**)

+10

Names and addresses of the mortgagees or persons entitled to the charge

Burdale Financial Limited of 53 Queen Ann Street, London (the Pledgee)

Postcode WJG 9HP

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
ADW/MXB/49540 00043

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LGD9E48D

LD3

24/10/2008

56

COMPANIES HOUSE

Please return
via
CH London Counter

Short particulars of all the property mortgaged or charged

See the M395 Continuation sheet attached

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

Denton Wilde Sapte LLP

Date

24/10/2008

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

On behalf of [company] [mortgagee/chargee][†]

Notes

[†] 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 included 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 £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Company number

00469605

Name of company

* insert full name
of company

TDG Limited (the Chargor)

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

1 Creation of Pledge

As security for the payment when due of the Secured Obligations, the Pledgor agreed to create and thereby created, as the case may be in advance (*bi voorbaat*), in favour of the Pledgee a disclosed first ranking right of pledge (*openbaar pandrecht*) over the Share Collateral. The Pledgee accepted these rights of pledge, where appropriate in advance.

2 Negative Pledge

Except as permitted under the Facility Agreement, the Pledgor covenanted that it shall not without the prior written consent of the Pledgee, create or permit to subsist any Security on any of the Share Collateral.

3 Continuing Security

The Pledge extends to the ultimate balance from time to time of the Secured Obligations and is a continuing security, notwithstanding any intermediate payment, partial settlement or other matter.

4 Definitions

Borrower means an Original Borrower or an Additional Borrower (each as defined in the Facility Agreement)

Company means T D Holdings B V, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), having its corporate seat at Rotterdam (address 6604 LH Wijchen, Bijsterhuizen 2025, trade register number 24178658)

Facility Agreement means the Facility Agreement among the Obligors and the Pledgee and the other parties named in it as a party, dated 3 July 2008 as amended and restated on 13 October 2008

Finance Document means the Facility Agreement, the Intercreditor Deed, the Security Documents, the Fee Letter, the Margin Letter, the Syndication Letter, any L/C, any Accession Letter, each Compliance Certificate (each of the above if not defined in this Form 395 as defined in the Facility Agreement) and any other document designated as such by the Agent

Guarantor means an Original Guarantor or an Additional Guarantor (each as defined in the Facility Agreement)

New Shares means any and all shares in the share capital of the Company that the Pledgor shall acquire after the date of the Pledge

Obligor means a Borrower or a Guarantor

Parallel Debt means all payment obligations of the Obligors towards the Pledgee under Clause 27.16 of the Facility Agreement

Pledgors means the Pledgor and TDG Directors Limited, a company under the laws of England and Wales, having its registered office at 4-5 Grosvenor Place, London, SW1X 7HJ

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Documents means the Debenture, each Share Security, the Standard Security, the Dutch Receivables Pledge, the Dutch Movables Pledge, the Dutch Mortgage, the Irish Debenture, the Belgian Mortgage, the Belgian Account Pledge, the Belgian Floating Charge, the Belgian Receivables Pledge, the Spanish Account Pledge, the Spanish Receivables Pledge (each of the above as defined in the Facility Agreement) and any other document from time to time executed by any person by way of security for the obligations of any Obligor pursuant to the Facility Agreement

Shares means the Shares I and the Shares II collectively

Shares I means one(1) registered ordinary shares in the share capital of the Company, with a nominal value of forty-five eurocents (EUR 0 45), numbered 100,000

Shares II means one hundred thousand (100,000) registered ordinary shares in the share capital of the Company, with a nominal value of forty-five eurocents (EUR 0 45) each, numbered 1 up to and including 99,999 and 100,001

BENL

Share Collateral means the Shares, the New Shares and all present and future rights related thereto, including but not limited to rights of or conversion, redemption, bonus, stock dividend, liquidation or dissolution proceeds, warrants, claims, options or otherwise

TUS



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 469605
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DUTCH LAW SHARE PLEDGE
AGREEMENT DATED 13 OCTOBER 2008 AND CREATED BY TDG
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO BURDALE FINANCIAL LIMITED
ON ANY ACCOUNT WHATSOEVER 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 24 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER
2008

PO
18.10.08



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES