

**TRANSPORT DEVELOPMENT GROUP PLC
AND EUROPEAN SUBSIDIARIES**

Windsor House
50 Victoria Street
London SW1H 0NR
England

EUROPEAN GROUP COMMITTEE EGC

CONSTITUTIVE CHART

BARTHELEMY & ASSOCIES

Avocats à la Cour
24 rue de Berri
75008 Paris
Tel : 01 44 95 48 00
Fax : 01 45 63 60 79

GASSENBACH ROCHE

Avocats à la Cour
18 avenue de l'Opéra
75001 Paris
Tel : 01 42 86 58 48
Fax : 01 42 86 58 53

BETWEEN THE UNDERSIGNED :

TRANSPORT DEVELOPMENT GROUP PLC (« TDG »), a public limited company listed on the London Stock Exchange, with its registered office at Windsor House, 50 Victoria Street, London SW1H 0NR, acting on its behalf and on behalf of all its European subsidiaries listed in schedule 1 (« TDG Group »), represented by Mr Andy KEMP, duly authorised proxy of Mr Alan J COLE, Chief Executive, duly authorised for the purposes hereof.

ON THE ONE HAND

AND

Mr François YVERNEAU, Secrétaire Fédéral representing the French Fédération Générale des Transports et de l'Équipement FGTE CFDT Trade Union, 47-49 avenue Simon Bolivar, 75019 Paris, duly appointed for the purposes hereof,

Mr Jean-Pierre LECOEVRE representing the French Fédération Nationale des Transports FO, 198 avenue du Maine, 75014 Paris, duly appointed for the purposes hereof,

Mr Hugues de VILLELE, General Secretary of the Federation of Transport Workers' Union in the European Union, rue de Pascale 22, B 1040 Brussels, Belgium, duly authorised for the purposes hereof,

ON THE OTHER HAND

RECITALS

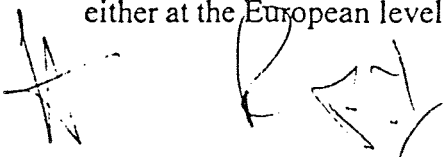
Whereas TDG Group is an international group represented, as at the date hereof, in the following members of the European Community: the United Kingdom, the Republic of Ireland, France, Germany, The Netherlands and Spain. The transport sector is by tradition a sector where the competition between companies established in different European countries is extremely strong.

Whereas when facing such a challenge, the development of a high quality social dialogue is seen by TDG as a pre-condition for its European success in as much as it will help to enhance the group's identity, facilitate inter-group communication and, hence, develop employee motivation and initiatives.

Whereas in consideration of the above, the undersigned negotiated the setting up of the TDG European Group Committee (the TDG EGC) thus showing their mutual intention to develop at a European level a constructive social dialogue based upon the information and consultation of the employees as defined hereunder.

Whereas this agreement is entered into under Article 13 of the Directive n°94/95 dated 22 September 1994, issued by the European Council and shall be governed by French law which is elected as the domestic legislation of reference, even though, because of organisational issues including the localisation of the group central management, the central group management remains based in London within TDG.

Whereas this agreement is opened for signature by any other trade union organisation which either at the European level or at any domestic level is recognised as representative within any of



the European TDG subsidiaries listed in Schedule 1 or European subsidiary companies of TDG from time to time.

Whereas, irrespective of its signature by additional trade unions, this agreement is meant to apply to all European subsidiaries listed in Schedule 1 or European subsidiary companies of TDG from time to time. Consequently once this agreement is signed by its initial parties, the only possibility offered to additional parties will be to ratify this agreement as such without any qualification or amendment, using the format attached hereto as Schedule 2..

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS :

ARTICLE I. NATURE AND POWERS OF THE TDG EGC

The TDG EGC is a body created for consultation and information purposes, namely a forum where views and thoughts are exchanged in order to favour and develop the dialogue between the central management of the TDG Group and representatives of the TDG group employees in respect of the strategic orientations of the group in its main business sectors.

Discussions will be centred round economic, financial and social issues as well as decisions concerning the TDG group, provided that the elements discussed should have European implications justifying their discussion at the level of the TDG EGC.

Issues relevant for the EGC will include :

- the evolution of the group, i.e. the domestic evolution which, because of their size, justify that they should be discussed at the level of the TDG EGC, or the evolution which affect companies established in more than one member state,
- the economic, financial and social position of the Group
- the major operational issues and investment policy
- the commercial situation and significant European market issues
- the evolution of the work organisation, major employee issues and professional continuing education, excluding remuneration policies.

Documents will be sent with the notice of meeting in order to allow appropriate consideration, discussions and the issue of comments and proposals by the committee.

The main function of the TDG EGC will be to complement similar institutions existing at the domestic level for each subsidiary company or legal group of companies. It shall not be substituted for local employee representative bodies.

ARTICLE II. GEOGRAPHICAL COMPETENCE OF THE TDG EGC

The TDG EGC will represent all employees within the work places located in the European countries listed in Schedule 3, provided that :

- more than half of the issued share capital is held directly or indirectly by TRANSPORT DEVELOPMENT GROUP PLC,

OR

- more than half of the voting rights attributed to the shares in issue is directly or indirectly exercised by TRANSPORT DEVELOPMENT GROUP PLC

OR

- TRANSPORT DEVELOPMENT GROUP PLC is directly or indirectly entitled to appoint more than half of the members of the Board of Directors or similar management bodies.

ARTICLE III. COMPOSITION OF THE TDG EGC

The TDG European Group Committee is composed of :

- the Chief Executive of TRANSPORT DEVELOPMENT GROUP PLC or any proxy appointed by him, any executive directors of TDG PLC whose attendance is requested by TDG's Chief Executive, any local or international manager of the group invited by TDG's Chief Executive. None of them shall be entitled to vote and shall participate for consultation purposes only.
- representatives of the TDG Group employees not exceeding 28 full members.

The EGC is chaired by the Chief Executive of TRANSPORT DEVELOPMENT GROUP PLC or a proxy appointed by him.

The designation and seat allocation of the employees representative per country is determined by reference to the provisions of articles IV. and V. below. Should there be a material change in the European structure of the TDG Group, the committee will be authorised to propose changes to the proportions, a majority of more than ½ of the votes is required in order to reflect a change in the number of divisions or a material TDG Group reorganisation, which would result in the proposed distribution no longer being appropriate. These changes will be negotiated in accordance with the procedure which created the TDG EGC.

Deputy members are appointed through the same procedure as the procedure applicable to full members. They attend the TDG EGC meetings only if they need to replace a full member who cannot attend. The full members and their deputy must be the employees of a company included within the existing TDG Group and when there exists a system providing for the local representation of the employees, they must hold a representation mandate (obtained through election) or a trade union mandate. Should they lose their elected or trade union mandate or should they cease to be an employee of a TDG group company, their mandate at the TDG EGC shall automatically terminate.

The employee representatives are appointed for a two year period. The 2 year period commences on the date on which they are appointed as full or deputy member of the EGC.

Group executives and advisers selected by the EGC chairman for their particular expertise on a topic listed on the agenda may attend any session of the EGC but for consultation purposes only.

Should the Secretary and his deputy consider that the agenda justifies the assistance of an expert, they may jointly appoint any expert selected by them provided however that they inform the Chairman of the TDG EGC beforehand. The expert appointed by the Secretary and his deputy shall be entitled to participate to the meeting, including the preparatory meeting, which shall discuss the issue for which his expertise was sought. The amount of experts freely chosen by the secretaries shall be limited to one per session. Additional experts may be appointed at the request of the two secretaries but with the prior written approval of the Chairman of the Committee. The cost of the expert so appointed by the committee shall be paid by TDG, up to the amount of the prior estimate of the expert's fees and provided that the amount in the estimate corresponds to the market value of the expert services in the country where the expert is resident. The expert participates to the meetings for consultation purposes only.

The Federation of Transport Workers' Union in the European Union be entitled to appoint a representative to attend all meetings and preparatory meetings of the TDG EGC, for consultation purposes only. The reasonable travelling expenses necessarily incurred by the said representative in order to attend the meetings shall be reimbursed by TDG.

ARTICLE IV. ALLOCATION OF THE SEATS BETWEEN THE EMPLOYEE REPRESENTATIVES

Since the larger part of the group employees is located in The United Kingdom and in order to preserve the European nature of the EGC, the parties agree to neutralise the difference in size between The United Kingdom on the one hand and the other European countries, on the other hand so that each division has at least one seat per country, from the moment when the TDG Group employs at least 10 people in the said country. The normal designation process is through election, as detailed in Article V. below. However, in the United Kingdom, the Transport & General Workers' Union (TGWU) shall appoint one full member for each of the Industrial and Consumer divisions, and the United Road Transport Union (URTU) shall appoint one deputy member for each of the Industrial and Consumer Divisions, it being specified that the persons appointed for the Consumer division shall be chosen amongst the Harris Logistics employees and the persons appointed for the Industrial Division shall be chosen amongst the Becks & Pollitzer employees. Since the TDG Group is divided between three divisions (Industrial, Consumer and Hire), the parties agree to organise the seat allocation per division and per country as follows :



COUNTRY	DIVISION	ELECTED MEMBERS	MEMBERS APPOINTED BY TCWU	ELECTED DEPUTY MEMBERS	DEPUTY MEMBERS APPOINTED BY URTU	TOTAL
United Kingdom	Industrial	3	1 ¹	3	1 ³	8
	Consumer	3	1 ²	3	1 ⁴	8
	Hire	1		1		2
France	Industrial	3 ⁵		3 ⁶	-	6
	Consumer	1		1		2
Irish Republic	Consumer	1	-	1	-	2
Germany	Industrial	1	-	1	-	2
	Consumer	1		1		2
Spain	Industrial	1	-	1	-	2
The Netherlands	Industrial	1	-	1	-	2
	Consumer	2		2		4
TOTAL		18	2	18	2	40

The TDG EGC will come into existence as soon as elections shall have taken place in accordance with Article V. below. The TDG management shall organise elections in each country within the 9 months following the ratification or signature of this agreement in accordance with what is allowed by each local legislation.

ARTICLE V. ELECTION OF THE MEMBERS REPRESENTING THE EMPLOYEES

The employees shall be represented by 20 members and 20 deputy members. Should additional European countries become part of the TDG Group, each division, in each country will be entitled to elect one member and one deputy member per division, without the total number of employee members exceeding 28 full members and 28 deputy members.

All candidates must be employees of the TDG Group.

The election of the employee representative is made in each country at the level of each trading unit in accordance with local laws and in accordance with the principles set out in Schedule 4. In addition, the following provisions will apply :

¹ appointed amongst the employees of Becks & Pollitzer

² appointed amongst the employees of Harris Logistics

³ appointed amongst the employees of Becks & Pollitzer

⁴ appointed amongst the employees of Harris Logistics

⁵ two of whom should be employed by INNOCENTI ROYER and one by the BAILLIVET division of TDG DISTRIBUTION

⁶ two of whom should be employed by INNOCENTI ROYER and one by the BAILLIVET division of TDG DISTRIBUTION

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In each country, TDG shall appoint one co-ordinator for each trading unit and one central co-ordinator for each country, for the purpose of organising the election.

The co-ordinator will then organise the election of employee representatives in accordance with the rules detailed below.

The responsibility for the normal election of the employee representative and the compliance with the rules set out in this agreement will fall onto each co-ordinator in each country.

The election process will be effected division by division in each country as follows :

1. Countries where there exist several subsidiaries and local Works Committees or employee representatives

- the co-ordinator appointed for the country shall issue an information notice addressed to each company Works Committee of each legal entity (where there exists a Works Committee at the level of the company) or in the absence of a Central Works Committee to each local Works Committee, or in the absence of a local Works Committee, to the elected employee representatives. The information notice is aimed at informing the addressees that elections to the European Group Committee are organised.
- The information notice sets the date on which the vote will take place within each Works Committee or employee representatives meetings and a time limit for the notification of candidacies.
- The decision to be a candidate must be addressed by registered mail with recorded delivery to the co-ordinator and must be received no later than 15 days before the election date. The co-ordinator shall then issue a list of candidates for each division. The co-ordinator shall then address the appropriate list of candidates to the Works Committees or to the employee representatives for the companies which do not have Works Committees at least 7 days before the election date. Electors belonging to one division will only receive the list of candidates standing for election in their division.
- the election will take place on the same date for each division and each company. For companies which have a Works Committee, each member of the committee will have one vote. For companies where the election is made at the level of employee representatives, each representative (but not the deputy) will have one vote.
- The elected candidate will be the individual whose name attracted the largest number of votes up to the limit set per country and per division. In the case of equality of votes, the longest serving candidate will be elected.

A procedure will be put in place by the co-ordinator in accordance with each local legislation in order to secure total voting secrecy. The voting process will be centralised at the place of work of each co-ordinator who shall proclaim the result of the election. The co-ordinator shall take all precautions in order to ensure that the results are determined in a fair and impartial way in accordance with the principles normally applicable in each relevant jurisdiction.

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2. *Countries where there exists only one subsidiary company and / or only one legal entity employing all personnel with employee representation*

In such a case, the election process shall be as above but the co-ordinator shall be the person responsible for human resources within the said subsidiary company or legal entity.

3. *Countries where there are no Works Committees nor employee representatives (excluding The United Kingdom)*

- the co-ordinator appointed for the country shall issue an information notice addressed to all employees of each trading unit. The information notice is aimed at informing the addressees that elections to the TDG EGC are organised and that they should proceed to the election of one representative per trading unit.
- The information notice sets the date on which the vote will take place and a time limit for the notification of candidacies.
- The decision to be a candidate must be addressed by registered mail with recorded delivery to the co-ordinator and must be received no later than 15 days before the election date. The co-ordinator shall then issue a list of candidates for each trading unit. The co-ordinator shall then arrange for the appropriate list of candidates per trading unit to be published and brought to the attention of each employee at least 7 days before the election date. Electors belonging to one trading unit will only receive the list of candidates standing for election in their unit.
- The co-ordinator will publish the results of the election in each trading unit. The elected representative will be the candidate whose name attracted the largest number of votes. In the case of equality of votes, the longest serving candidate will be elected.
- The elected representatives of each business unit will then constitute a panel of electors from which all members will be entitled to stand for election to the TDG EGC. The decision to be a candidate must be addressed by registered mail with recorded delivery to the co-ordinator and must be received no later than 15 days before the TDG EGC election date. The co-ordinator shall then issue a list of candidates which will be addressed to all appointed electors at least 7 days before the TDG EGC election date. The co-ordinator will publish the results of the election in each trading unit. The candidates elected will be the individuals whose names attracted the largest number of votes, up to the number of seats allotted to each division. In the case of equality of votes, the longest serving candidate(s) will be elected.

A procedure will be put in place by the co-ordinator in accordance with local legislation in order to secure total voting secrecy. The TDG EGC voting process will be centralised at the place of work of each co-ordinator who shall proclaim the result of the election. The co-ordinator shall take all precautions in order to ensure that the results are determined in a fair and impartial way in accordance with the principles normally applicable in each relevant jurisdiction.

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4. *United Kingdom*

- The parties recognise that since the legislation in force in The United Kingdom does not provide for elected employee representation and since TDG employs more than 7,000 employees in The United Kingdom, the procedure described in sections 1 to 3 above will not be immediately practicable. Consequently, the parties agree that the standard election procedure described below will only become applicable in The United Kingdom from 1st June 1997 and that therefore, the first EGC will only be put in place fully as from the said date. The applicable election procedure will then be the procedure set out in section 3 above.
- In addition to the appointment by election as provided above, the workers' unions shall, as set out in article IV. above, be entitled to appoint a member and a deputy member for the Industrial Division (the appointed people being chosen amongst the employees of Becks & Pollitzer) and a member and a deputy member for the Consumer Division (the appointed people being chosen amongst the employees of Harris Logistics). The rights, obligations and rules applicable to the appointed members will be the same as those applicable to the elected members. The appointment shall be made by registered letter addressed to the TDG Chief Executive and sent when the election takes place in the United Kingdom, so that their appointment starts at the same time as for the elected members.

ARTICLE VI. COMMITTEE SECRETARY

During the first meeting following its election, the TDG EGC will appoint a Secretary and a Deputy Secretary who must be chosen from the full members of the committee. The appointment is made by secret election from a majority vote of those in attendance. It is expressly agreed that the Secretary and the Deputy Secretary should be from different countries.

The Secretary of the Committee shall :

- draft the minutes of the meetings
- keep in contact with TDG management in between meetings.

The Deputy Secretary shall be entitled to replace the Secretary if needed and shall assist him in his duties.

ARTICLE VII. MEETINGS

7.1. Frequency and procedure

The TDG EGC meets in ordinary session at least once a year, in May. However, should the setting up of the TDG EGC fail to be completed by 30 April 1997, the first meeting will be postponed until September 1997.

If the circumstances require it, the Chairman of the Committee may decide the holding of an other meeting during the same year. Likewise, the Secretary and the Deputy Secretary may jointly decide the holding of one extraordinary meeting per year when the circumstances justify

it, provided however that they have obtained beforehand the approval from at least half of the committee members.

These meetings will not last longer than a day.

For each meeting, the full members may organise, prior to the meeting, a preparatory session which shall not last for more than one day. As mentioned in Article III. above, only full members attend the meetings and preparatory meetings or their deputy if they cannot attend.

The date for the preparatory meeting shall be set by the Secretary jointly with the Chairman of the committee.

The meetings will take place in any European country and the material organisation shall be undertaken by TRANSPORT DEVELOPMENT GROUP PLC. The choice of the venue for the meeting shall be jointly decided between the Chairman of the committee and the Secretary, the Chairman having the final say if they cannot agree.

7.2. Agenda

The agenda of each meeting is fixed by the Chairman or his proxy who shall liaise with the Secretaries. The agenda is addressed to each full member or when they are not available, to their deputy, at least one month before the date set for the meeting unless exceptional circumstances justify a shorter notice which shall be agreed by the Chairman.

7.3. Prior information

At the same time as they receive the agenda, the committee members shall receive such preparatory documentation as is necessary relating to the issues which because of their strategic importance or their global aspect are likely to be relevant at the European level of the TDG Group, in accordance with Article I. of this agreement.

7.4. Minutes of meetings

The minutes of the meeting shall be drafted by the Secretary who shall liaise with the TDG management. In order to prepare the minutes, the Secretary shall be allowed all necessary support.

The minutes shall be dispatched to every full member together with the comments made by TDG management if appropriate.

The minutes of a meeting will be approved by way of a vote of the committee members at the next committee meeting and shall then be displayed in each site.

ARTICLE VIII. MEANS - RIGHTS AND PROTECTION

- The travelling and accommodation expenses of the full members or their deputy, necessarily incurred in order to attend the preparatory and committee meetings, shall be

borne by TDG Group in accordance with the rules applicable to expenses as in force from time to time.

- Time spent by the members of the committee during preparatory and committee meetings shall be paid and considered as time worked.
- The travelling time necessary for the committee members' participation in the preparatory and committee meetings will be paid in accordance with the rules applicable to travelling time within the legal entity employing the committee members. When the travelling time is necessarily taken during working hours, it shall be paid as effective time worked.
- the discussions during a preparatory and committee meetings are simultaneously translated into all the European languages necessary for the good understanding of each committee member. The same applies to preparatory documentation and minutes.
- The elected members of the TDG EGC will be responsible for disseminating the information to those employees who elected them. The management of all TDG business units agree to co-operate with this exercise (time, resources...).
- the Secretary of the Committee and the Deputy Secretary are given a credit of 120 hours per year each, to enable them to fulfil their duties. Means necessary for the drafting and dispatch of the minutes of meetings are made available by his employer. In addition, the Secretary is given a time allowance of 10 hours to draft the minutes of each meeting. as an exception of the above rule, these time allowances will be increased to 180 hours during the first year following the first election of the Committee, in order to account for the extra time necessary for the organisation of the operation of the Committee. The parties agree to re-negotiate the time allowance after one year, if it is apparent that the time allowed was either excessive or insufficient.

The time allowances are used freely provided, however, that the employer is given at least 8 days' notice. The employer may not object to the selected time and date unless there is a significant conflict of interest. In this case, the Chairman of the committee is to be consulted by the employer. Should the disagreement relating to the time and date used as time allowance between the employer and the Secretary and / or the Deputy Secretary remain, the dispute shall be settled by the Président of the « Tribunal de Grande Instance » (or the equivalent jurisdiction) of the employee's place of work, who should be invited to settle the dispute in accordance with the « référé procedure » (or its equivalent in the in the relevant country) at the request of either party.

- Each of the members of the committee shall be given the right to attend 5 days' training during his two years appointment, so that he may be better familiarised with his responsibilities. These 5 days will come in addition to the training which may be provided by TDG at the request of the secretaries, in order to give the elected representative appropriate training which may be required to execute their duties. By express agreement and since translation services are provided by TDG during the meetings, language courses will not be included in the training required for the exercise

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of their duties. Finally, the training programs should if possible, be given simultaneously to all members.

- The full members and deputy members of the committee shall under no circumstances be discriminated against, because of their appointment as elected members of the committee. When the domestic law in the country where they work provides for a special protection for the employee representatives, they shall automatically benefit from the said protection.

ARTICLE IX. DISCRETION OBLIGATION

All information given to the TDG EGC and expressed to be confidential shall not be disclosed outside the committee members and shall not be reported in the minutes.

This confidentiality obligation remains even after the committee member has ceased to be a member of the TDG EGC. It extends to any communication of information to non-members of the TDG EGC.

Any violation of this confidentiality obligation by a committee member shall be treated as a major breach of contract and shall result in disciplinary action, followed, in the event of proof and depending on local legislation, by the immediate termination of the committee member's employment contract.

ARTICLE X. DURATION OF THIS AGREEMENT

This agreement is entered into for a period of four years. At the end of the four year period the provisions of the TDG EGC will be re-examined to take into account any change in the TDG Group or European law.

In the absence of a notification by any party, served at least 6 month before the expiry date, stating that it wishes to re-negotiate the agreement, the agreement shall be renewed automatically for a further four year period.

Renewal of this agreement shall be negotiated with its continuing original signatories and any parties which have subsequently signed it before its expiry.

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This agreement is translated into several European languages. Should there be any difference in interpretation of the terms of this agreement between the translations, the French version will prevail. Any dispute concerning this agreement shall be submitted to the exclusive jurisdiction of the Paris tribunals and shall be governed by French law.

Made in Paris
On 20 September 1996
In five copies

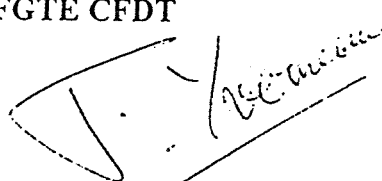
TRANSPORT DEVELOPMENT GROUP PLC

Monsieur Andy KEMP

FEDERATION EUROPEENNE DES SYNDICATS DE TRANSPORT


Monsieur Hugues de VILLELE

FGTE CFDT


Monsieur François YVERNEAU

FNT FO

Monsieur Jean-Pierre LECOEUVRE

SCHEDULE 1

TDG EUROPEAN OPERATING SUBSIDIARIES AND/OR BUSINESS UNITS

Country	Company name
France	INNOCENTI-ROYER SA TDG DISTRIBUTION SA trading as : B&P Baillivet Cotradip TDG Distribution TDG TEMPERATURE DIRIGEE SAS Trading as Pivoin Primeyz Paris Frigo TRANSPORTS MARYE SA
UNITED KINGDOM	TRANSPORT DEVELOPMENT GROUP PLC TDG LIMITED Trading as : Harris Logistics McPherson Novacold Pinnacle Storage Stirland Beck & Pollitzer Williams Distribution Linkman Nexus Cox Swift WOODRICH HOLDINGS LIMITED
Ireland	AUTOZERO LIMITED
Spain	TDG LIMITED Trading as TDG LIMITED SECURSAL EN ESPANA
Germany	ALBATROS SPEDITIONS Gmbh VEREINIGTE SPEDITEURE Gmbh
The Netherlands	INTERNATIONAAL TRANSPORTBEDRIJF GEBR ALTHUISIUS B.V. GERR VAN DEN BOS TRANSPORTEN B.V. INTERNATIONAL TRANSPORTBEDRIJF K.L.M.V. BV TRANS-EAGLE B.V. ADR. VAN DAALLEN & ZN B.V. BERBEE TRANSPORT & EXPEDITIE B.V. KONIG-JAWICO B.V. PRIEMS B.V. TRANSPORTBEDRIJF JACQ. POOT B.V.

SCHEDULE 2

DEED OF ADHERENCE

In the year 1996, on [_____]

THE UNDERSIGNED

[_____]

HEREBY RATIFY AND APPROVE

the TDG EUROPEAN GROUP COMMITTEE CONSTITUTIVE CHART dated [_____] and signed between Transport Development Group PLC and [_____] on [_____] 1996.

The undersigned therefore acknowledge that the said chart shall be binding on all employees represented by them with effect from the date first above written.

In witness whereof, the undersigned have initialled and signed this deed together with a copy of the chart signed on [_____].

Signatures

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SCHEDULE 3

List of European Countries where TDG is established

The United Kingdom
France
Spain
The Netherlands
Germany
The Republic of Ireland

Any other European Community Member States where TDG shall be established from time to time shall be deemed to be included in the above list as from the date on which TDG shall have started to employ at least 10 employees in the said country.

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SCHEDULE 4

PRINCIPLES APPLICABLE TO THE ELECTION FOR THE TDG EGC

1. Nominative, majority vote with one round only and a single college. Only one voting form will be used even when more than one seat is to be elected. The voting form shall contain the list of members and deputy members standing for election. The voters shall delete the name of the candidate(s) who they do not want to vote for. Hand-written names will not be taken into account.
2. Control of the election process by a representative of the employer and by a representative of the employees, who shall be referred to as the « bureau ». The representative of the employer shall be the co-ordinator(s) and the representative of the employees shall be appointed in each business unit by whichever of the representative trade unions represented within the relevant business unit or, in the absence of represented union within the business unit employing the co-ordinator, by the Federation of the European Transport Workers' Unions, at the request of the co-ordinator(s).

Should the trade union appointment fail to be effected within the 30 days following the request made by the co-ordinator(s), the longest serving employee in the co-ordinator's place of work will be deemed to be appointed as employee representative for the purpose of setting up the bureau.
3. Postal votes are allowed provided however that the procedure guarantees a total vote secrecy. It is recommended that the box which is to receive the voting forms be closed by two padlocks, one which may be opened by the co-ordinator only and the other one to be opened by the employee representative only. The placing of the voting forms in the box shall be made in the presence of both members of the bureau. TDG will provide the voting forms and the envelopes, it being specified that each voter should receive : 1 envelope capable of being sealed which is to contain the voting form, 1 envelope with the name of the voter printed on it, which is to contain the first envelope and a third envelope which is to be used for mailing purposes. When the envelopes are received by mail, they shall be opened jointly by the members of the bureau who shall report on the lists of the voters the names appearing on the envelope number 2. The envelope N°2 containing the envelope N°1 will then be opened by the bureau and the envelope N°1 will be placed in the voting box. Each member of the bureau shall have a copy of the voters' list. The report of the name of the voting persons will be made on both lists.
4. The voting forms received after the end of the voting period (the post office stamp being taken as the date of reference) will not be taken into account.
5. The opening and counting of the voting box will be made jointly by the bureau. The voting forms will be counted in order to check their number with the information reported on the voters' lists.
6. Will be disregarded the voting forms which are in an envelope which is neither sealed nor closed.

7. If the number of candidates who obtained at least one vote is not sufficient to match the number of seats available for election, the seats remaining available will be allocated to the longest serving candidates who did not have at least one vote, in order to fill in the available seats.

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