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Please do not
write in
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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

395

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

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

For official use

Company number

[1115]

221255 126
00927680

Name of company

* SPEEDY HIRE PLC (the "Company")

Date of creation of the charge

17 SEPTEMBER 2008

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

LEGAL CHARGE OVER SHARES (THE "Legal Charge")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

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

THE ROYAL BANK OF SCOTLAND PLC (REGISTERED NUMBER SC090312), 36 ST ANDREW SQUARE, EDINBURGH
in its capacity as security trustee and agent for the finance parties (including itself) in
relation to the security documents (as defined in Appendix Four to this form)

Postcode EH2 2YB

Presentor's name address and
reference (if any)

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester
M1 5ES
KAPOORA/694175/1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A27

AA9ER3GH

26/09/2008

COMPANIES HOUSE

243

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM


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)

N/A

Signed



Date

25/09/25

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as
appropriate

Notes

- 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**

APPENDIX ONE
SPEEDY HIRE PLC
COMPANY NUMBER 927680

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The amount secured by the Legal Charge is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document to which each Obligor is a party, except for any obligation which, if it were so included, would result in this the Legal Charge contravening section 151 of the Companies Act 1985 (the "**Secured Obligations**").

All definitions are given in Appendix Four to this form.

APPENDIX TWO
SPEEDY HIRE PLC
COMPANY NUMBER 927680

SHORT PARTICULARS OF THE PROPERTY TO BE MORTGAGED OR CHARGED

1. Pursuant to the terms of the Legal Charge, the Company, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges and agrees to charge in favour of the Security Trustee:
 - 1.1 by way of first legal mortgage, the Shares;
 - 1.2 by way of first equitable mortgage, the Distribution Rights from time to time accruing to or on the Shares; and
 - 1.3 to the extent not validly and effectively charged by way of mortgage pursuant to Clauses 3.1.1 or 3.1.2 of the Legal Charge (referred to at paragraphs 1.1 and 1.2 above), by way of first fixed charge the Secured Property and all the Company's interest in the Secured Property.

NOTE

- 1 Pursuant to the terms of the Legal Charge, the Company is not to create, extend or permit to subsist any security over any of the Secured Property.
- 2 Pursuant to the terms of the Legal Charge, the Company is not to sell, transfer or otherwise dispose of its interest (whether legal or beneficial) in the Secured Property

All definitions are given in Appendix Four to this form.

APPENDIX THREE
SPEEDY HIRE PLC
COMPANY NUMBER 927680

THE SHARES

Name of company in which Shares are held	Jurisdiction of registration and company number	Number and class of Shares (and where held by nominees names of nominees)
Speedy Engineering Services Limited	incorporated in England and Wales with company number 6440025	1 ordinary share of £1

APPENDIX FOUR
SPEEDY HIRE PLC
COMPANY NUMBER 927680

Definitions applicable to this form

"Distribution Rights" means

- (i) all dividends, distributions, interest and other income paid or payable on any Share;
- (ii) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and
- (iii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share.

"Facilities Agreement" means a facilities agreement comprising of a term loan facility in the maximum amount of £100,000,000 and a revolving credit facility in the maximum amount of £225,000,000 dated 13 June 2007 (as amended and restated on 12 June 2008) and made between (1) the Company as Original Borrower, (2) the Company and certain subsidiaries as Original Guarantors, (3) Barclays Capital and The Royal Bank of Scotland plc as Mandated Lead Arrangers, (4) Barclays Bank PLC and The Royal Bank of Scotland plc as Original Lenders and (5) The Royal Bank of Scotland plc as Agent and Security Trustee as the same may be varied, amended, modified, supplemented or replaced (however fundamentally) from time to time.

"Finance Document" shall have the same meaning as ascribed to it in the Facilities Agreement.

"Finance Parties" shall have the same meaning as ascribed to it in the Facilities Agreement.

"Obligor" shall have the same meaning as ascribed to it in the Facilities Agreement.

"**Secured Property**" means the assets charged at Clause 3 (Charging Clause) of the Legal Charge (referred to at Paragraph 1 of Appendix 2 above) and includes any part or parts of them.

"**Security Documents**" shall have the same meaning as ascribed to it in the Facilities Agreement.

"**Security Trustee**" means The Royal Bank of Scotland plc acting in its capacity as security trustee and agent for the Finance Parties (including itself) in relation to the Security Documents, or such other trustee and security agent as may from time to time be appointed in that capacity.

"**Shares**" means all shares (if any) specified in Schedule 1 (*Shares*) of the Legal Charge (referred to in Appendix Three to this form), and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities in the Company now or in the future owned by the Company from time to time or any in which it has an interest.

Reference to the "**Company**" or to the "**Security Trustee**" includes its successors in title and its permitted assignees or permitted transferees and the word "**security**" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 927680
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE OVER SHARES
DATED 17 SEPTEMBER 2008 AND CREATED BY SPEEDY HIRE
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 26
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 SEPTEMBER
2008

