

# M

COMPANIES FORM No. 395

232929/13

## 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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

16

00927680

Name of company

\* SPEEDY HIRE PLC (the "Chargor")

Date of creation of the charge

30 MARCH 2009

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

SULLIVKZ/059872.011027

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



\*A7MRU8QM\*

A40

04/04/2009

276

COMPANIES HOUSE

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 EVERSHEDS LLP

Date 03/04/09

On behalf of ~~XXXXXXXX~~ [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 00927680**

**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 00927680**

**SHORT PARTICULARS OF THE PROPERTY TO BE MORTGAGED OR CHARGED**

1. Pursuant to the terms of the Legal Charge, the Chargor, 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 Chargor's interest in the Secured Property.

**NOTE**

1. Pursuant to the terms of the Legal Charge, the Chargor 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 Chargor 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 00927680**

**THE SHARES**

<b>Name of company in which Shares are held</b>	<b>Jurisdiction of registration and company number</b>	<b>Number and class of Shares (and where held by nominees names of nominees)</b>
Speedy Asset Services Limited	incorporated in England and Wales with company number 06847930	1 ordinary share of £1

**APPENDIX FOUR**  
**SPEEDY HIRE PLC**  
**COMPANY NUMBER 00927680**

**Definitions applicable to this form**

**"Company"** means Speedy Asset Services Limited a company incorporated in England and Wales with company number 06847930 of Chase House, 16 The Parks, Newton-le-Willows, Merseyside WA12 0JQ.

**"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 Chargor as Original Borrower, (2) the Chargor 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 Chargor from time to time or any in which it has an interest.

Reference to the **"Chargor"** 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. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE OVER SHARES  
DATED 30 MARCH 2009 AND CREATED BY SPEEDY HIRE PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC AS  
SECURITY TRUSTEE AND AGENT FOR THE FINANCE PARTIES  
(INCLUDING ITSELF) 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 4 APRIL 2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2009**



*Companies House*  
— for the record —



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