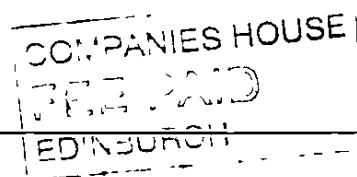


MG01

Particulars of a mortgage or charge



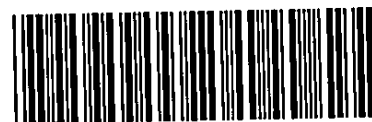
A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

TUESDAY



SCT 26/07/2011 826
COMPANIES HOUSE

| | | | |
|----------------------|---|--|------------------|
| 1 | Company details | 21 | For official use |
| Company number | 9 2 7 6 8 0 | → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by * | |
| Company name in full | Speedy Hire plc (the "Pledgor") | | |
| 2 | Date of creation of charge | | |
| Date of creation | d1 d3 m0 m7 y2 y0 y1 y1 | | |
| 3 | Description | | |
| | Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' | | |
| Description | Share Pledge (the "Security") | | |
| 4 | Amount secured | | |
| | Please give us details of the amount secured by the mortgage or charge | | |
| Amount secured | All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Pledgor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Security) ("Secured Obligations"). Please see the short particulars of all the property charged for a list of defined terms. | Continuation page Please use a continuation page if you need to enter more details | |

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

| | |
|----------|---|
| Name | The Royal Bank of Scotland plc (the "Security Agent") |
| Address | 36 St Andrew Square |
| | Edinburgh |
| Postcode | E H 2 2 Y B |
| Name | |
| Address | |
| Postcode | |

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

| | |
|-------------------|---|
| Short particulars | <p>1 In security for the payment and discharge of the Secured Obligations the Pledgor</p> <p>1 1 pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date hereof to the Security Agent on the terms and conditions specified in the Security, and</p> <p>1 2 undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date hereof to the Security Agent in accordance with the provisions of the Security</p> <p>2 The Pledgor shall, promptly do all such acts and things and execute and deliver all such documents as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) for perfecting or protecting the security created by or pursuant to this Security in respect of the Pledged Assets or its priority or for facilitating the realisation or application of the Pledged Assets and the exercise of the rights, powers and discretions conferred on the Security Agent under the Security</p> <p>3 The Pledgor irrevocably appoints the Security Agent as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit</p> <p>3 1 to do anything which the Pledgor is obliged to do (but has not done) under the Security, and</p> <p>3 2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent in relation to the Pledged Assets under the Security</p> <p>4 The Pledgor ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Pledgor under clause 4 (Power of attorney) of the Security</p> |
|-------------------|---|

Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

| | |
|-----------------------------------|-----|
| Commission, allowance or discount | N/A |
|-----------------------------------|-----|

N/A

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

Signature

Please sign the form here

Signature

Signature _____

Signature
X DLA P.P. Swadlow

26/7/11

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Natalie Gordon

Company name DLA Piper Scotland LLP

Address Collins House

Rutland Square

Post town Edinburgh

County/Region

Postcode E H 1 2 A A

Country

DX DX ED271 Edinburgh

Telephone 08700 111 111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

5 The appointment effected under clause 4 1 (*Appointment*) of the Security shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of a Declared Default which is continuing (which upon the appointment of the Receiver shall be deemed to be the case) or if the Pledgor does not fulfil any of its obligations under clause 3 4 (*Further assurance*) of the Security within five Business Days of notice from the Security Agent to do so

DEFINITIONS

"**ABFF**" means the asset based finance facility agreement dated on or around the date of this Security and made between (1) Speedy Hire Plc, (2) the companies listed in paragraph 1 of schedule 1 thereto as the Original Borrowers, (3) the companies listed in paragraph 2 of schedule 1 thereto as Original Guarantors, (4) RBS Invoice Finance Limited, Barclays Bank PLC, Bank of America N A and GE Commercial Distribution Finance Europe Limited as Arrangers, (5) RBS Invoice Finance Limited as the Facilities Agent, (6) Barclays Bank PLC as Receivables Agent, (7) the financial institutions listed in paragraph 3 of schedule 1 thereto as Original Lenders, (8) the companies listed in paragraph 4 of schedule 1 thereto as Original Hedge Counterparties, and (9) The Royal Bank of Scotland plc as the Security Agent,

"**Accession Deed**" has the meaning given to that term in the ABFF,

"**Additional Shares**" means any shares in the Company (other than the Existing Shares) including any such shares comprised in Related Rights, at any time after the date of the Security beneficially owned by the Pledgor,

"**Ancillary Document**" has the meaning given to that term in the ABFF,

"**Borrowing Base Certificate**" has the meaning given to that term in the ABFF,

"**Business Days**" has the meaning given to that term in the ABFF,

"**Compliance Certificate**" has the meaning given to that term in the ABFF,

"**Declared Default**" means a Termination Event in respect of which any notice has been issued by the Facilities Agent under clause 26 1 1 (g) to (o) inclusive of the ABFF,

"**Existing Shares**" means the shares in the Company beneficially owned by the Pledgor specified in columns 4 and 5 of the Schedule to the Security,

"**Facilities Agent**" has the meaning given to that term in the ABFF,

"**Fees Letter**" has the meaning given to that term in the ABFF,

"**Finance Documents**" means the ABFF, any Accession Deed, any Borrowing Base Certificate, any Ancillary Document, any Compliance Certificate, any Fees Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, the Pricing Tariff, any Utilisation Request and any other document listed in Paragraphs 1 and 2 of Part 1 of Schedule 2 (*Conditions precedent*) to the ABFF or otherwise designated as a Finance Document by the Facilities Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the ABFF or the Intercreditor Agreement, a Hedging Agreement

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

shall be a Finance Document only for the purposes of

- (i) the definition of Material Adverse Effect,
- (ii) Paragraph (i) of the definition of Permitted Transaction,
- (iii) the definition of Transaction Security Document,
- (iv) Clause 1 2 1(d),
- (v) Clause 20 (*Guarantee and indemnity*), and
- (vi) Clause 25 (*Termination Events*) (other than Clause 25 18 2) and Clause 26 1 (*Consequences of a Termination Event*),

"Hedging Agreement" has the meaning given to that term in the ABFF,

"Intercreditor Agreement" has the meaning given to that term in the ABFF,

"Parent" has the meaning given to that term in the ABFF,

"Pledged Assets" means the Existing Shares, any Additional Shares and the Related Rights,

"Pricing Tariff" has the meaning given to that term in the ABFF,

"Receiver" has the meaning given to that term in the ABFF,

"Related Rights" means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares,

"Resignation Letter" has the meaning given to that term in the ABFF,

"Secured Parties" means each Finance Party from time to time party to the ABFF and any Receiver or Delegate (as each such term is defined therein),

"Shares" means the Existing Shares and any Additional Shares,

"Transaction Security Document" has the meaning given to that term in the ABFF, and

"Utilisation Request" has the meaning given to that term in the ABFF



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 927680
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE DATED 13 JULY
2011 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 (THE "SECURITY
AGENT") AND/OR THE OTHER SECURED PARTIES ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 26 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2011

Da



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES