

MG01

Particulars of a mortgage or charge

376768 / 351



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 re-
particulars of a charge for a S
company. To do this, please u
form MG01s



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PMO 27.07.2011 383
COMPANIES HOUSE

AQW5AW4B

A20 25/07/2011 8
COMPANIES HOUSE

1

Company details

Company number

0 1 1 0 5 9 4 2

Company name in full

Speedy Hire Centres (Southern) Limited ("**Company**")

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

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

A group debenture dated 13 July 2011 ("**Deed**") between (1) the companies named therein as
original chargors (of which the Company is one) and (2) The Royal Bank of Scotland plc as
security agent ("**Security Agent**")

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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 each present or future Obligor 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 Deed) and any Supplemental
Document ("**Secured Obligations**")

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 (acting in its									
Address	capacity as Security Agent)									
	15 Bishopsgate, London									
Postcode	E	C	2	P		2	A	P		
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

1. GRANT OF SECURITY**1.1 Nature of security**

All Security and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2. FIXED SECURITY**2.1 Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage all Real Property (if any) at the date of the Deed vested in, or charged to, the Company;
- (b) by way of first fixed charge.

cont'd .

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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 Nil

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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).

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Signature

Please sign the form here

Signature

Signature

X

DLA PIPER UK LLP

X

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

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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 James Duffy

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

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

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(1) all other Real Property and all interests in Real Property (not charged by paragraph 2.1(a));</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>(111) the proceeds of sale of all Real Property;</p> <p>(c) by way of first fixed charge</p> <p>(1) all computers, vehicles, office equipment and other equipment, and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Company's stock-in-trade or work-in-progress;</p> <p>(d) by way of first fixed charge</p> <p>(1) the Charged Securities referred to in part 1 of schedule 2 (Details of Security Assets), and</p> <p>(11) all other Charged Securities (not charged by paragraph 2.1(d)(i)),</p> <p>in each case, together with (A) all Securities Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> <p>(e) by way of first fixed charge each Collection Account listed at part 2 of schedule 2 to the Deed and all monies at any time standing to the credit of each such Collection Account together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(f) by way of first fixed charge each Collection Account designated a Collection Account after the Commencement Date and all monies at any time standing to the credit of each such Collection Account together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;</p> <p>(g) by way of first fixed charge each Repayment Account listed at part 3 of schedule 2 to the Deed and all monies standing to the credit of each such Repayment Account together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) by way of first fixed charge each Repayment Account designated a Repayment Account after the Commencement Date and all monies at any time standing to the credit of each such Repayment Account together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (i) by way of first fixed charge all accounts of the Company with any bank, financial institution or other person at any time (not charged by paragraphs 2.1(e) to 2.1(h) inclusive) and all monies at any time standing to the credit of such accounts in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (j) by way of first fixed charge all Intellectual Property (if any);
- (k) to the extent that any Assigned Asset is not effectively assigned under paragraphs 2.2 (Security assignments), by way of first fixed charge such Assigned Asset,
- (l) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):
- (1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
- (11) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (m) by way of first fixed charge all of the goodwill and uncalled capital of the Company;
- (n) to the extent that any Amec Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Amec Eligible Receivable") by way of first fixed charge each Non-Vesting Amec Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Amec Eligible Receivable referable to each Non-Vesting Amec Eligible Receivable created in each Approved Territory;
- (o) to the extent that any Related Rights relating to any Amec Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Amec Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Amec Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Amec Eligible Receivable Related Rights referable to each Non-Vesting Amec Eligible Receivable created in each Approved Territory,

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="287 369 1021 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="287 492 1495 705">(p) to the extent that any Amec Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Amec Ineligible Receivable") by way of first fixed charge each Non-Vesting Amec Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Amec Ineligible Receivable referable to each Non-Vesting Amec Ineligible Receivable created in each Approved Territory;</p> <p data-bbox="287 739 1495 952">(q) to the extent that any Related Rights relating to any Amec Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Amec Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Amec Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Amec Ineligible Receivable Related Rights referable to each Non-Vesting Amec Ineligible Receivable created in each Approved Territory;</p> <p data-bbox="287 985 1495 1164">(r) to the extent that any BAE Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAE Eligible Receivable") by way of first fixed charge each Non-Vesting BAE Eligible Receivable such that there is a separate fixed charge of each Non-Vesting BAE Eligible Receivable referable to each Non-Vesting BAE Eligible Receivable created in each Approved Territory;</p> <p data-bbox="287 1198 1495 1411">(s) to the extent that any Related Rights relating to any BAE Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAE Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAE Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAE Eligible Receivable Related Rights referable to each Non-Vesting BAE Eligible Receivable created in each Approved Territory;</p> <p data-bbox="287 1444 1495 1635">(t) to the extent that any BAE Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAE Ineligible Receivable") by way of first fixed charge each Non-Vesting BAE Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting BAE Ineligible Receivable referable to each Non-Vesting BAE Ineligible Receivable created in each Approved Territory;</p> <p data-bbox="287 1668 1495 1881">(u) to the extent that any Related Rights relating to any BAE Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAE Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAE Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAE Ineligible Receivable Related Rights referable to each Non-Vesting BAE Ineligible Receivable created in each Approved Territory;</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(v) to the extent that any BAM Nuttall Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAM Nuttall Eligible Receivable") by way of first fixed charge each Non-Vesting BAM Nuttall Eligible Receivable such that there is a separate fixed charge of each Non-Vesting BAM Nuttall Eligible Receivable referable to each Non-Vesting BAM Nuttall Eligible Receivable created in each Approved Territory,</p> <p>(w) to the extent that any Related Rights relating to any BAM Nuttall Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAM Nuttall Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAM Nuttall Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAM Nuttall Eligible Receivable Related Rights referable to each Non-Vesting BAM Nuttall Eligible Receivable created in each Approved Territory,</p> <p>(x) to the extent that any BAM Nuttall Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAM Nuttall Ineligible Receivable") by way of first fixed charge each Non-Vesting BAM Nuttall Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting BAM Nuttall Ineligible Receivable referable to each Non-Vesting BAM Nuttall Ineligible Receivable created in each Approved Territory;</p> <p>(y) to the extent that any Related Rights relating to any BAM Nuttall Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAM Nuttall Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAM Nuttall Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAM Nuttall Ineligible Receivable Related Rights referable to each Non-Vesting BAM Nuttall Ineligible Receivable created in each Approved Territory;</p> <p>(z) to the extent that any BAM Plant Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAM Plant Eligible Receivable") by way of first fixed charge each Non-Vesting BAM Plant Eligible Receivable such that there is a separate fixed charge of each Non-Vesting BAM Plant Eligible Receivable referable to each Non-Vesting BAM Plant Ineligible Receivable created in each Approved Territory,</p> <p>(aa) to the extent that any Related Rights relating to any BAM Plant Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAM Plant Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAM Plant Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAM Plant Eligible Receivable Related Rights referable to each Non-Vesting BAM Plant Eligible Receivable created in each Approved Territory;</p>

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Short particulars	<p>(bb) to the extent that any BAM Plant Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAM Plant Ineligible Receivable") by way of first fixed charge each Non-Vesting BAM Plant Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting BAM Plant Ineligible Receivable referable to each Non-Vesting BAM Plant Ineligible Receivable created in each Approved Territory;</p> <p>(cc) to the extent that any Related Rights relating to any BAM Plant Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAM Plant Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAM Plant Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAM Plant Ineligible Receivable Related Rights referable to each Non-Vesting BAM Plant Ineligible Receivable created in each Approved Territory,</p> <p>(dd) to the extent that any BAM Construction Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAM Construction Eligible Receivable") by way of first fixed charge each Non-Vesting BAM Construction Eligible Receivable such that there is a separate fixed charge of each Non-Vesting BAM Construction Eligible Receivable referable to each Non-Vesting BAM Construction Eligible Receivable created in each Approved Territory;</p> <p>(ee) to the extent that any Related Rights relating to any BAM Construction Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAM Construction Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAM Construction Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAM Construction Eligible Receivable Related Rights referable to each Non-Vesting BAM Construction Eligible Receivable created in each Approved Territory;</p> <p>(ff) to the extent that any BAM Construction Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting BAM Construction Ineligible Receivable") by way of first fixed charge each Non-Vesting BAM Construction Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting BAM Construction Ineligible Receivable referable to each Non-Vesting BAM Construction Ineligible Receivable created in each Approved Territory,</p> <p>(gg) to the extent that any Related Rights relating to any BAM Construction Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting BAM Construction Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting BAM Construction Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting BAM Construction Ineligible Receivable Related Rights referable to each Non-Vesting BAM Construction Ineligible Receivable created in each Approved Territory;</p>	

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(hh) to the extent that any Carillion Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Carillion Eligible Receivable") by way of first fixed charge each Non-Vesting Carillion Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Carillion Eligible Receivable referable to each Non-Vesting Carillion Eligible Receivable created in each Approved Territory;

(ii) to the extent that any Related Rights relating to any Carillion Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Carillion Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Carillion Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Carillion Eligible Receivable Related Rights referable to each Non-Vesting Carillion Eligible Receivable created in each Approved Territory,

(jj) to the extent that any Carillion Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Carillion Ineligible Receivable") by way of first fixed charge each Non-Vesting Carillion Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Carillion Ineligible Receivable referable to each Non-Vesting Carillion Ineligible Receivable created in each Approved Territory;

(kk) to the extent that any Related Rights relating to any Carillion Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Carillion Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Carillion Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Carillion Ineligible Receivable Related Rights referable to each Non-Vesting Carillion Ineligible Receivable created in each Approved Territory;

(ll) to the extent that any Corus Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Corus Eligible Receivable") by way of first fixed charge each Non-Vesting Corus Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Corus Eligible Receivable referable to each Non-Vesting Corus Eligible Receivable created in each Approved Territory,

(mm) to the extent that any Related Rights relating to any Corus Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Corus Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Corus Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Corus Eligible Receivable Related Rights referable to each Non-Vesting Corus Eligible Receivable created in each Approved Territory,

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Short particulars	<p data-bbox="306 369 1024 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="306 492 1503 705">(nn) to the extent that any Corus Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Corus Ineligible Receivable") by way of first fixed charge each Non-Vesting Corus Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Corus Ineligible Receivable referable to each Non-Vesting Corus Ineligible Receivable created in each Approved Territory;</p> <p data-bbox="306 739 1503 974">(oo) to the extent that any Related Rights relating to any Corus Ineligible Receivable are not effectively assigned under paragraph 2 2 (Security assignments) ("Non-Vesting Corus Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Corus Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Corus Ineligible Receivable Related Rights referable to each Non-Vesting Corus Ineligible Receivable created in each Approved Territory;</p> <p data-bbox="306 1008 1503 1220">(pp) to the extent that any Costain Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2 2 (Security assignments) (a "Non-Vesting Costain Eligible Receivable") by way of first fixed charge each Non-Vesting Costain Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Costain Eligible Receivable referable to each Non-Vesting Costain Eligible Receivable created in each Approved Territory;</p> <p data-bbox="306 1254 1503 1489">(qq) to the extent that any Related Rights relating to any Costain Eligible Receivable are not effectively assigned under paragraph 2 2 (Security assignments) ("Non-Vesting Costain Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Costain Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Costain Eligible Receivable Related Rights referable to each Non-Vesting Costain Eligible Receivable created in each Approved Territory;</p> <p data-bbox="306 1523 1503 1736">(rr) to the extent that any Costain Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Costain Ineligible Receivable") by way of first fixed charge each Non-Vesting Costain Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Costain Ineligible Receivable referable to each Non-Vesting Ineligible Eligible Receivable created in each Approved Territory,</p> <p data-bbox="306 1769 1503 2016">(ss) to the extent that any Related Rights relating to any Costain Ineligible Receivable are not effectively assigned under paragraph 2 2 (Security assignments) ("Non-Vesting Costain Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Costain Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Costain Ineligible Receivable Related Rights referable to each Non-Vesting Costain Ineligible Receivable created in each Approved Territory;</p>

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(tt) to the extent that any Galliford Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Galliford Eligible Receivable") by way of first fixed charge each Non-Vesting Galliford Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Galliford Eligible Receivable referable to each Non-Vesting Galliford Eligible Receivable created in each Approved Territory,

(uu) to the extent that any Related Rights relating to any Galliford Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Galliford Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Galliford Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Galliford Eligible Receivable Related Rights referable to each Non-Vesting Galliford Eligible Receivable created in each Approved Territory;

(vv) to the extent that any Galliford Ineligible Receivable and/or its proceeds are not effectively assigned under clause 2.2 (Security assignments) (a "Non-Vesting Galliford Ineligible Receivable") by way of first fixed charge each Non-Vesting Galliford Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Galliford Ineligible Receivable referable to each Non-Vesting Galliford Ineligible Receivable created in each Approved Territory,

(ww) to the extent that any Related Rights relating to any Galliford Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Galliford Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Galliford Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Galliford Ineligible Receivable Related Rights referable to each Non-Vesting Galliford Ineligible Receivable created in each Approved Territory;

(xx) to the extent that any Kier Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Kier Eligible Receivable") by way of first fixed charge each Non-Vesting Kier Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Kier Eligible Receivable referable to each Non-Vesting Kier Eligible Receivable created in each Approved Territory;

(yy) to the extent that any Related Rights relating to any Kier Eligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Kier Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Kier Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Kier Eligible Receivable Related Rights referable to each Non-Vesting Kier Eligible Receivable created in each Approved Territory;

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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

(zz) to the extent that any Kier Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Kier Ineligible Receivable") by way of first fixed charge each Non-Vesting Kier Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Kier Ineligible Receivable referable to each Non-Vesting Kier Ineligible Receivable created in each Approved Territory,

(aaa) to the extent that any Related Rights relating to any Kier Ineligible Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Non-Vesting Kier Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Kier Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Kier Ineligible Receivable Related Rights referable to each Non-Vesting Kier Ineligible Receivable created in each Approved Territory;

(bbb) to the extent that any Morgan Sindall Eligible Receivable and/or its proceeds are not effectively assigned under paragraph 2 2 (Security assignments) (a "Non-Vesting Morgan Sindall Eligible Receivable") by way of first fixed charge each Non-Vesting Morgan Sindall Eligible Receivable such that there is a separate fixed charge of each Non-Vesting Morgan Sindall Eligible Receivable referable to each Non-Vesting Morgan Sindall Eligible Receivable created in each Approved Territory;

(ccc) to the extent that any Related Rights relating to any Morgan Sindall Eligible Receivable are not effectively assigned under paragraph 2 2 (Security assignments) ("Non-Vesting Morgan Sindall Eligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Morgan Sindall Eligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Morgan Sindall Eligible Receivable Related Rights referable to each Non-Vesting Morgan Sindall Eligible Receivable created in each Approved Territory;

(ddd) to the extent that any Morgan Sindall Ineligible Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Non-Vesting Morgan Sindall Ineligible Receivable") by way of first fixed charge each Non-Vesting Morgan Sindall Ineligible Receivable such that there is a separate fixed charge of each Non-Vesting Morgan Sindall Ineligible Receivable referable to each Non-Vesting Morgan Sindall Ineligible Receivable created in each Approved Territory;

(eee) to the extent that any Related Rights relating to any Morgan Sindall Ineligible Receivable are not effectively assigned under paragraph 2 2 (Security assignments) ("Non-Vesting Morgan Sindall Ineligible Receivable Related Rights"), by way of first fixed charge such Non-Vesting Morgan Sindall Ineligible Receivable Related Rights, such that there is a separate fixed charge of Non-Vesting Morgan Sindall Ineligible Receivable Related Rights referable to each Non-Vesting Morgan Sindall Ineligible Receivable created in each Approved Territory;

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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

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(fff) to the extent that any Major Receivable (other than a Fixed Charge Receivable) and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Residual Major Non-Vesting Receivable"), by way of first fixed charge each Residual Major Non-Vesting Receivable such that there is a separate fixed charge of each Residual Major Non-Vesting Receivable created in each Approved Territory;

(ggg) to the extent that any Related Rights relating to any Residual Major Non-Vesting Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Residual Major Non-Vesting Receivable Related Rights"), by way of fixed charge such Residential Major Non-Vesting Receivable Related Rights, such that there is a separate fixed charge of Residual Major Non-Vesting Receivable Related Rights referable to each Residual Major Non-Vesting Receivable created in each Approved Territory,

(hhh) to the extent that any Minor Receivable (other than a Fixed Charge Receivable) and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Residual Minor Non-Vesting Receivable"), by way of first fixed charge each Residual Minor Non-Vesting Receivable such that there is a separate fixed charge of each Residual Non-Vesting Minor Receivable created in each Approved Territory;

(iii) to the extent that any Related Rights relating to any Residual Minor Non-Vesting Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Residual Minor Non-Vesting Receivable Related Rights"), by way of fixed charge such Residual Minor Non-Vesting Receivable Related Rights, such that there is a separate fixed charge of Residual Minor Non-Vesting Receivable Related Rights referable to each Residual Minor Non-Vesting Receivable created in each Approved Territory;

(jjj) to the extent that any Excluded Receivable (other than a Fixed Charge Receivable) and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) (a "Residual Excluded Non-Vesting Receivable"), by way of first fixed charge each Residual Excluded Non-Vesting Receivable such that there is a separate fixed charge of each Residual Non-Vesting Excluded Receivable created in each Approved Territory;

(kkk) to the extent that any Related Rights relating to any Residual Excluded Non-Vesting Receivable are not effectively assigned under paragraph 2.2 (Security assignments) ("Residual Excluded Non-Vesting Receivable Related Rights"), by way of fixed charge such Residual Excluded Non-Vesting Receivable Related Rights, such that there is a separate fixed charge of Residual Excluded Non-Vesting Receivable Related Rights referable to each Residual Excluded Non-Vesting Receivable created in each Approved Territory,

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(111) to the extent that any Receivable and/or its proceeds are not effectively assigned under paragraph 2.2 (Security assignments) or otherwise charged under this paragraph 2.1 (a "Other Non-Vesting Receivable"), by way of first fixed charge each Other Non-Vesting Receivable such that there is a separate fixed charge of each Other Non-Vesting Receivable created in each Approved Territory, and

(11111) to the extent that any Related Rights relating to Other Non-Vesting Receivables are not effectively assigned under paragraph 2.2 (Security assignments) or otherwise charged under this paragraph 2.1 ("Other Non-Vesting Receivable Related Rights"), by way of first fixed charge such Other Non-Vesting Receivable Related Rights such that there is a separate fixed charge of Other Non-Vesting Receivable Related Rights referable to each Other Non-Vesting Receivable created in each Approved Territory.

2.2 Security assignments

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) in relation to each Approved Territory, all Amec Eligible Receivables and their proceeds now or in the future owing the Company, such that there is a separate security assignment of each Amec Eligible Receivable payable by Customers in each Approved Territory,

(b) all Related Rights relating to any Amec Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Amec Eligible Receivable payable by Customers in each Approved Territory,

(c) in relation to each Approved Territory, all Amec Ineligible Receivables and their proceeds now or in the future owing the Company, such that there is a separate security assignment of each Amec Ineligible Receivable payable by Customers in each Approved Territory,

(d) all Related Rights relating to any Amec Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Amec Ineligible Receivable payable by Customers in each Approved Territory;

(e) in relation to each Approved Territory, all BAE Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAE Eligible Receivable payable by Customers in each Approved Territory,

(f) all Related Rights relating to any BAE Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAE Eligible Receivable payable by Customers in each Approved Territory,

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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

(g) in relation to each Approved Territory, all BAE Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAE Ineligible Receivable payable by Customers in each Approved Territory;

(h) all Related Rights relating to any BAE Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAE Ineligible Receivable payable by Customers in each Approved Territory;

(i) in relation to each Approved Territory, all BAM Nuttall Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAM Nuttall Eligible Receivable payable by Customers in each Approved Territory,

(j) all Related Rights relating to any BAM Nuttall Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAM Nuttall Eligible Receivable payable by Customers in each Approved Territory;

(k) in relation to each Approved Territory, all BAM Nuttall Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAM Nuttall Ineligible Receivable payable by Customers in each Approved Territory;

(l) all Related Rights relating to any BAM Nuttall Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAM Nuttall Ineligible Receivable payable by Customers in each Approved Territory;

(m) in relation to each Approved Territory, all BAM Plant Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAM Plant Eligible Receivable payable by Customers in each Approved Territory,

(n) all Related Rights relating to any BAM Plant Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAM Plant Eligible Receivable payable by Customers in each Approved Territory,

(o) in relation to each Approved Territory, all BAM Plant Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAM Plant Ineligible Receivable payable by Customers in each Approved Territory,

(p) all Related Rights relating to any BAM Plant Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAM Plant Ineligible Receivable payable by Customers in each Approved Territory;

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(q) in relation to each Approved Territory, all BAM Construction Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAM Construction Eligible Receivable payable by Customers in each Approved Territory;

(r) all Related Rights relating to any BAM Construction Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAM Construction Eligible Receivable payable by Customers in each Approved Territory,

(s) in relation to each Approved Territory, all BAM Construction Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each BAM Construction Ineligible Receivable payable by Customers in each Approved Territory,

(t) all Related Rights relating to any BAM Construction Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each BAM Construction Ineligible Receivable payable by Customers in each Approved Territory;

(u) in relation to each Approved Territory, all Carillion Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Carillion Eligible Receivable payable by Customers in each Approved Territory;

(v) all Related Rights relating to any Carillion Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Carillion Eligible Receivable payable by Customers in each Approved Territory;

(w) in relation to each Approved Territory, all Carillion Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Carillion Ineligible Receivable payable by Customers in each Approved Territory,

(x) all Related Rights relating to any Carillion Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Carillion Ineligible Receivable payable by Customers in each Approved Territory,

(y) in relation to each Approved Territory, all Corus Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Corus Eligible Receivable payable by Customers in each Approved Territory;

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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

- (z) all Related Rights relating to any Corus Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Corus Eligible Receivable payable by Customers in each Approved Territory,
- (aa) in relation to each Approved Territory, all Corus Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Corus Ineligible Receivable payable by Customers in each Approved Territory;
- (bb) all Related Rights relating to any Corus Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Corus Ineligible Receivable payable by Customers in each Approved Territory,
- (cc) in relation to each Approved Territory, all Costain Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Costain Eligible Receivable payable by Customers in each Approved Territory;
- (dd) all Related Rights relating to any Costain Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Costain Eligible Receivable payable by Customers in each Approved Territory,
- (ee) in relation to each Approved Territory, all Costain Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Costain Ineligible Receivable payable by Customers in each Approved Territory;
- (ff) all Related Rights relating to any Costain Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Costain Ineligible Receivable payable by Customers in each Approved Territory;
- (gg) in relation to each Approved Territory, all Galliford Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Galliford Eligible Receivable payable by Customers in each Approved Territory,
- (hh) all Related Rights relating to any Galliford Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Galliford Eligible Receivable payable by Customers in each Approved Territory,
- (ii) in relation to each Approved Territory, all Galliford Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Galliford Ineligible Receivable payable by Customers in each Approved Territory,

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(jj) all Related Rights relating to any Galliford Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Galliford Ineligible Receivable payable by Customers in each Approved Territory,

(kk) in relation to each Approved Territory, all Kier Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Kier Eligible Receivable payable by Customers in each Approved Territory;

(ll) all Related Rights relating to any Kier Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Kier Eligible Receivable payable by Customers in each Approved Territory;

(mm) in relation to each Approved Territory, all Kier Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Kier Ineligible Receivable payable by Customers in each Approved Territory;

(nn) all Related Rights relating to any Kier Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Kier Ineligible Receivable payable by Customers in each Approved Territory;

(oo) in relation to each Approved Territory, all Morgan Sindall Eligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Morgan Sindall Eligible Receivable payable by Customers in each Approved Territory;

(pp) all Related Rights relating to any Morgan Sindall Eligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Morgan Sindall Eligible Receivable payable by Customers in each Approved Territory,

(qq) in relation to each Approved Territory, all Morgan Sindall Ineligible Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Morgan Sindall Ineligible Receivable payable by Customers in each Approved Territory,

(rr) all Related Rights relating to any Morgan Sindall Ineligible Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Morgan Sindall Ineligible Receivable payable by Customers in each Approved Territory;

(ss) in relation to each Approved Territory, all Major Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Major Receivable payable by Customers in each Approved Territory;

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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

(tt) all Related Rights relating to any Major Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Major Receivable payable by Customers in each Approved Territory;

(uu) in relation to each Approved Territory, all Minor Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Minor Receivable payable by Customers in each Approved Territory;

(vv) all Related Rights relating to any Minor Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of Related Rights referable to each Minor Receivable payable by Customers in each Approved Territory;

(ww) in relation to each Approved Territory, all Excluded Receivables and their proceeds now or in the future owing to the Company, such that there is a separate security assignment of each Excluded Debt payable by Customers in each Approved Territory;

(xx) all Related Rights to any Excluded Receivables payable by Customers in Approved Territories, such that there is a separate security assignment of each Related Right referable to Excluded Receivables payable by Customers in each Approved Territory,

(yy) each of the following:

(1) each P&M Insurance Policy specified in part 4 of schedule 2 (Details of Security Assets) to the Deed,

(ii) any other P&M Insurance Policy (if any) not assigned pursuant to paragraph 2.2(yy)(1);

(iii) each LBD Insurance Policy specified in part 5 of schedule 2 (Details of Security Assets) to the Deed;

(iv) any other LBD Insurance Policy (if any) not assigned pursuant to paragraph 2.2(yy)(iii); and

(v) all other Insurances (not assigned by paragraphs 2.2(yy)(1) to 2.2(yy)(iv) inclusive),

and all claims under the Insurances and all proceeds of the Insurances, and

(zz) all other Receivables (not assigned under paragraphs 2.2(a) to 2.2(yy) (inclusive))

To the extent that any Assigned Asset described in clause 2.2(yy) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3. FLOATING CHARGE</p> <p>The Company charges and agrees to charge by way of first floating charge all of its present and future:</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge pursuant to paragraph 2.1 (Fixed charges) or charged or assigned pursuant to paragraph 2.2 (Security assignments) or any other provision of the Deed, and</p> <p>(b) (whether or not effectively so mortgaged charged or assigned) heritable property and all other property, undertaking and assets of whatever type (both present and future) located in Scotland or otherwise governed by the laws of Scotland.</p> <p>Notes</p> <p>1. UNDERTAKINGS BY THE COMPANY</p> <p>1.1 Negative pledge and Disposals</p> <p>The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent:</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security or Permitted Transaction as permitted by the ABFF, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the ABFF)</p> <p>1.2 Security Assets generally</p> <p>The Company shall not</p> <p>(a) except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting the ABL Assets (except as expressly permitted under the ABFF); or</p> <p>(b) cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)</p> <p>2. POWER TO APPOINT A RECEIVER</p> <p>The Deed contains the power to appoint a Receiver</p>	

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

3. POWER OF ATTORNEY

The Deed contains a power of attorney in favour of the Security Agent, each Receiver and any Delegate.

Definitions

In this form, the following terms shall have the following meanings:

"ABFF" means the asset based finance facility agreement dated 30 June 2011 and made between (1) Project Site 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;

"ABL Assets" means Receivables, Sale Contracts, Plant & Machinery, each P&M Insurance Policy, any replacement of the P&M Insurance Policy, each LBD Insurance Policy and any replacement LBD Insurance Policy;

"Accession Deed" means a document substantially in the form set out in schedule 6 (Form of Accession Deed) to the ABFF,

"Acquired Pension Liability" means any pension scheme or liability under a pension scheme assumed by any member of the Group as a result of a Permitted Acquisition provided that:

(a) the Group's liability under or in connection with:

(i) the scheme's section 75 "buy out" deficit calculated in accordance with the Employer Debt Regulations; or

(ii) any liability to provide defined benefit pension benefits which is transferred by operation of TUPE,

is in each case less than £5,000,000; and

(b) if the liability assumed is part of an existing pension scheme, the Parent had evidenced to the satisfaction of the Facilities Agent (acting reasonably and in good faith), prior to the assumption of the liability that, save for any liabilities that may remain in accordance with paragraph (i) above, all liabilities under the seller's scheme which are attributable to the acquired business or undertaking had been discharged so that the Group has been relieved of any obligation arising under or in connection with the seller's pension scheme (whether under the relevant scheme rules, section 75 or 75A of the Pensions Act 1995 or otherwise);

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Particulars of a mortgage or charge

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Short particulars	<p data-bbox="309 376 1026 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="309 528 1497 589">"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 29 (Changes to the Obligors) of the ABFF;</p> <p data-bbox="309 622 1497 707">"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 29 (Changes to the Obligors) of the ABFF,</p> <p data-bbox="309 741 1497 831">"Affiliate" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;</p> <p data-bbox="309 864 1497 925">"Agents" means the Facilities Agent and Receivables Agent and "Agent" means either of them;</p> <p data-bbox="309 958 1497 1019">"Amec" means Amec Group Limited, a company registered in England and Wales with company number 04612748, and any Affiliate of that company;</p> <p data-bbox="309 1052 1497 1113">"Amec Eligible Receivables" means all Eligible Receivables due to the Company from Amec;</p> <p data-bbox="309 1146 1497 1207">"Amec Ineligible Receivables" means all Ineligible Receivables due to the Company from Amec;</p> <p data-bbox="309 1240 1497 1350">"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 6.1 (Type of Facility) of the ABFF and subject to the limits in clause 6 (Ancillary Facilities) of the ABFF;</p> <p data-bbox="309 1384 1497 1473">"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 (Ancillary Facilities) of the ABFF;</p> <p data-bbox="309 1507 1497 1568">"Approved Currencies" means Sterling and Euro and each is an "Approved Currency",</p> <p data-bbox="309 1601 1497 1662">"Approved Territories" means England, Wales, Scotland, Northern Ireland and Republic of Ireland and each is an "Approved Territory",</p> <p data-bbox="309 1695 1497 1785">"Arrangers" means RBS Invoice Finance Limited, Barclays Bank PLC, Bank of America, N A and GE Commercial Distribution Finance Europe Limited and each an "Arranger",</p> <p data-bbox="309 1818 1497 1879">"Assigned Assets" means the Security Assets expressed to be assigned pursuant to paragraph 2.2 (Security assignments),</p> <p data-bbox="309 1912 1497 1973">"Authorisation" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p data-bbox="309 2007 1497 2072">"BAE" means BAE Systems Surface Ships Limited, a company registered in England and Wales with company number 03666535, and any Affiliate of that company,</p>

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

"BAE Eligible Receivables" means all Eligible Receivables due to the Company from BAE;

"BAE Ineligible Receivables" means all Ineligible Receivables due to the Company from BAE;

"BAM Construction" means BAM Construction Limited, a company registered in England and Wales with company number 2379469, and any Affiliate of that company;

"BAM Construction Eligible Receivables" means all Eligible Receivables due to the Company from BAM Construction,

"BAM Construction Ineligible Receivables" means all Ineligible Receivables due to the Company from BAM Construction,

"BAM Nuttall" means BAM Nuttall Limited, a company registered in England and Wales with company number 00305189, and any Affiliates of that company;

"BAM Nuttall Eligible Receivables" means all Eligible Receivables due to the Company from BAM Nuttall;

"BAM Nuttall Ineligible Receivables" means Ineligible Receivables due to the Company from BAM Nuttall;

"BAM Plant" means BAM Plant Hire Limited, a company registered in England and Wales with company number 04446137, and any Affiliate of that company;

"BAM Plant Eligible Receivables" means all Eligible Receivables due to the Company from BAM Plant,

"BAM Plant Ineligible Receivables" means all Ineligible Receivables due to the Company from BAM Plant,

"Bill and Hold Receivable" means any Receivable that relates to the sale of goods which are stored at an Obligor's premises pending delivery to or collection by the Customers;

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 29 (Changes to the Obligors) of the ABFF;

"Borrower Account" means any Receivables Account or Plant & Machinery Account;

"Borrowing Base Certificate" means a borrowing base certificate substantially in the form shown in schedule 13 (Borrowing Base Certificate and Utilisation Request) to the ABFF or in such other form as the Facilities Agent (acting on the instructions of the Majority Lenders) shall from time to time agree with the Parent,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Carillion" means Carillion Construction Limited, a company registered in England and Wales with company number 00594581, and any Affiliate of that company;

"Carillion Eligible Receivables" means all Eligible Receivables due to the Company from Carillion;

"Carillion Ineligible Receivables" means all Ineligible Receivables due to the Company from Carillion,

"Charged Accounts" means:

- (a) each Receivables Account,
- (b) each Repayment Account, and
- (c) any other account charged by or pursuant to the Deed;

"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities,

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Charged Securities" means

- (a) the securities specified in part 1 of schedule 2 (Details of Security Assets) of the Deed and being

Company	Name of company in which shares are held	Class and number of shares held
Speedy Hire Plc	Speedy LCH Generators Limited	962,400 (ordinary £0 10)
Speedy Hire Plc	Speedy LGH Limited	100,000 (ordinary £1)
Speedy Hire Plc	Speedy International Asset Services (Holdings) Limited	1 (ordinary £1)
Speedy Hire Plc	Speedy Hire Centres (Western) Limited	2 (ordinary £1)
Speedy International Asset Services (Holdings) Limited	Speedy International Leasing Limited	1 (ordinary £1)

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Speedy Hire Plc	Speedy Transport Limited	1 (ordinary £1)
Speedy Hire Plc	Allen Contracts Limited	79,002 (ordinary £1)
Speedy Hire Plc	Speedy Asset Services Limited	1 (ordinary £1)
Speedy Hire Plc	Speedy Engineering Services Limited	1 (ordinary £1)
Speedy Hire Plc	Speedy Hire (Scotland) Limited	1 (ordinary £1)
Speedy Hire Plc	Speedy Hire Centres (Northern) Limited	15,000 (ordinary £1)
Speedy Hire Plc	Speedy Hire Centres (Southern) Limited	4,626,238 (ordinary £1)
Speedy Hire Plc	Speedy Survey Limited	2 (ordinary £1)
Speedy Hire Plc	Speedy Lifting Limited	1 (ordinary £1)
Speedy Hire Plc	Speedy Space Limited	6,570,601 (ordinary £1)
Speedy Hire Plc	Speedy Power Limited	2 (ordinary £1)
Speedy Hire Plc	Speedy Pumps Limited	1 (ordinary £1)
Speedy Hire Plc	Speedy Support Services Limited	80,002 (ordinary £1)
Speedy Hire Plc	Allen Investments Limited	1,293,002 (ordinary £1)
Hire-a-tool Limited	Speedy Hire Direct Limited	100 (ordinary £1)
Speedy Hire Plc	Speedy Asset Leasing Limited	200,000 (ordinary £1)

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Speedy Hire Plc	Speedy Hire Centres Limited	1,000 (ordinary £1)
Speedy Hire Plc	Speedy LCH Generators Limited	962,400 (ordinary £0.10)

, and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by the Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time,

"Collection Account" means each bank accounts listed as a Collection Account in part 2 of schedule 2 to the Deed and being

Account Holder	Account Number	Account Bank	Account Bank branch address and sort code
Speedy Asset Services Limited	13960404	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Asset Services Limited	63312852	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Asset Services Limited	83283372	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37

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Speedy Hire (Ireland) Limited	33787761	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code. 20-96-37
Speedy Hire (Ireland) Limited	93561569	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire (Ireland) Limited	79454866	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire (Scotland) Limited	46605360	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire Centres (Northern) Limited	90834092	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire Centres (Southern) Limited	10100897	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37

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Speedy Hire Centres (Southern) Limited	10514519	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire Centres (Southern) Limited	40530972	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire Centres (Western) Limited	50872652	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire Centres Limited	60381330	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Hire Direct Limited	831956	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code: 20-96-37
Speedy LCH Generators Limited	80514977	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37

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Speedy LGH Limited	20227250	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Lifting Limited	24651	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Pumps Limited	60294632	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Space Limited	60109533	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37
Speedy Support Services Limited	73736652	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code. 20-96-37
Speedy Survey Limited	70950009	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code 20-96-37

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or any other bank account which the Receivables Agent agrees to designate as a Collection Account,

"Commencement Date" means the date that the Facilities Agent confirms to the Parent that all conditions precedent in part 1 of schedule 2 (Conditions precedent) to the ABFF have been satisfied and being 13 July 2011;

"Commitment" means in relation to

(a) an Original Lender, the amount in Sterling set opposite its name under the heading **"Commitments"** in paragraph 3 of schedule 1 (*Original parties*) to the ABFF and the amount of any other Commitments transferred to it under the ABFF or assumed by it in accordance with clause 2.2 (*Increase*) of the ABFF or clause 2.3 (*Assumption of Additional Commitments*) of the ABFF, and

(b) any other Lender, the amount in Sterling of any Commitments transferred to it under the ABFF or assumed by it in accordance with clause 2.2 of the ABFF (*Increase*) or clause 2.3 (*Assumption of Additional Commitments*) of the ABFF,

to the extent not cancelled, reduced or transferred by it under the ABFF;

"Compliance Certificate" means a Compliance Certificate A or a Compliance Certificate B;

"Compliance Certificate A" means a certificate in substantially the form set out in part 1 of schedule 8 (*Form of Compliance Certificates*) to the ABFF in form and substance satisfactory to the Facilities Agent,

"Compliance Certificate B" means a certificate in substantially the form set out in part 2 of schedule 8 (*Form of Compliance Certificates*) to the ABFF in form and substance satisfactory to the Facilities Agent (acting reasonably and in good faith) containing evidence that the Compliance Test has been or will be met;

"Compliance Test" has the meaning given to such term in the ABFF,

"Corus" means Tata Steel UK Limited, a company registered in England and Wales with company number 2280000, and any Affiliate of that company;

"Corus Eligible Receivables" means all Eligible Receivables due to the Company from Corus;

"Corus Ineligible Receivables" means all Ineligible Receivables due to the Company from Corus;

"Costain" means Costain Limited, a company registered in England and Wales with company number 00610201, and any Affiliate of that company,

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"Costain Eligible Receivables" means all Eligible Receivables due to the Company from Costain,

"Costain Ineligible Receivables" means all Ineligible Receivables due to the Company from Costain,

"Customer" means a debtor of a Borrower under a Sale Contract;

"Customer Group" means a group of companies some or all of which are Customers;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

"Dilutions" means all credit notes, debit notes, discounts, write-offs, deductions, retentions, set-off, withholding, settlement discounts or other adjustments applicable to Notified Receivables which reduce the Notified Value (without any double counting);

"Disposal" means a sale, lease, licence, transfer or other disposal by a person of any asset, undertaking or business (whether by a single transaction or series of related or unrelated transactions)

(a) including, without limitation, by any form of sale and leaseback or factoring; and

(b) excluding the hire of Plant & Machinery to Customers in the ordinary course of the Group's business (but including for the avoidance of doubt, the hire, sale, lease, transfer or other disposal of Plant and Machinery by Obligors to the International Business),

and **"Dispose"** or **"Disposed"** shall be construed accordingly;

"Eligible Receivables" means Receivables other than Ineligible Receivables;

"Employer Debt Regulations" means the Occupational Pension Schemes (Employer Debt) Regulations 2005 (as amended),

"Euro" means the lawful currency of certain member states of the European Community;

"Facilities Agent" means RBS Invoice Finance Limited company number 00662221;

"Fees Letter" means

(a) any letter or letters dated on or about the date of the ABFF between the Arrangers and the Parent (or an Agent and the Parent or the Security Agent and the Parent or a Lender and the Parent) setting out any of the fees referred to in clause 14 (Fees) of the ABFF; and

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(b) any agreement setting out fees payable to a Finance Party referred to in clause 2.2.4, clause 2.3.1, clause 14.7 (Interest, commission and fees on Ancillary Facilities) of the ABFF or under any other Finance Document;

"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 shall be a Finance Document only for the purposes of.

(a) the definition of Material Adverse Effect,

(b) paragraph (1) of the definition of Permitted Transaction,

(c) the definition of Transaction Security Document;

(d) clause 1.2.1(d) of the ABFF;

(e) clause 20 (*Guarantee and indemnity*) of the ABFF; and

(f) clause 25 (*Termination Events*) (other than clause 25.18.2 of the ABFF) and clause 26.1 (*Consequences of a Termination Event*) of the ABFF;

"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;

"Finance Party" means an Agent, an Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender provided that where the term **"Finance Party"** is used in, and construed for the purposes of, the ABFF or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of.

(a) the definition of Secured Party,

(b) clause 1.2.1(a) of the ABFF,

(c) paragraph (111) of the definition of Material Adverse Effect;

(d) clause 20 (*Guarantee and indemnity*) of the ABFF, and

(e) clause 31 (*Conduct of business by the Finance Parties*) of the ABFF;

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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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Short particulars	<p data-bbox="304 371 1023 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="304 423 1497 517">"Fixed Asset Register" means the register of the individual tangible fixed assets owned by an Obligor and held in accordance with applicable accounting requirements;</p> <p data-bbox="304 546 1449 909">"Fixed Charge Receivable" means an Amec Eligible Receivable, an Amec Ineligible Receivable, a BAE Eligible Receivable, a BAE Ineligible Receivable, a BAM Nuttall Eligible Receivable, a BAM Nuttall Ineligible Receivable, a BAM Plant Eligible Receivable, a BAM Plant Ineligible Receivable, a BAM Construction Eligible Receivable, a BAM Construction Ineligible Receivable, a Carillion Eligible Receivable, a Carillion Ineligible Receivable, a Corus Eligible Receivable, a Corus Ineligible Receivable, a Costain Eligible Receivable, a Costain Ineligible Receivable, a Galliford Eligible Receivable, a Galliford Ineligible Receivable, a Kier Eligible Receivable, a Kier Ineligible Receivable; a Morgan Sindall Eligible Receivable and a Morgan Sindall Ineligible Receivable,</p> <p data-bbox="304 943 1449 1003">"Galliford" means Galliford Try PLC a company registered in England and Wales with company number 00836539 and any Affiliate of that company;</p> <p data-bbox="304 1037 1497 1097">"Galliford Eligible Receivables" means all Eligible Receivables due to the Company from Galliford,</p> <p data-bbox="304 1128 1497 1189">"Galliford Ineligible Receivables" means all Ineligible Receivables due to the Company from Galliford;</p> <p data-bbox="304 1220 1166 1249">"Group" means the Parent and each of its Subsidiaries;</p> <p data-bbox="304 1281 1497 1375">"Guarantor" means an Original Guarantor or any Additional Guarantor unless it has ceased to be a Guarantor in accordance with clause 29 (<i>Changes to the Obligors</i>) of the ABFF,</p> <p data-bbox="304 1406 735 1435">"Hedge Counterparty" means:</p> <p data-bbox="304 1467 1436 1615">(a) An Original Hedge Counterparty; and</p> <p data-bbox="304 1527 1436 1615">(b) any person which has become a Party as a Hedge Counterparty in accordance with clause 27.8 (<i>Accession of Hedge Counterparties</i>) of the ABFF,</p> <p data-bbox="304 1646 1497 1740">which, in each case, is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement;</p> <p data-bbox="304 1771 1497 1989">"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate or foreign exchange liabilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into is in compliance with the Group's policy regarding hedging and which comply with clause 24 20 (<i>Treasury Transactions</i>) of the ABFF;</p>

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"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements;

"Ineligible Receivable" means a Receivable:

(a) in respect of which

(1) if a Whole Performance Receivable, the Sale Contract has not been completely performed,

(11) if a Partial Performance Receivable, the relevant part of the Sale Contract has not been completely performed;

(111) the relevant goods have not been delivered to the Customer in accordance with the Sale Contract,

(b) which is not an enforceable payment obligation of the relevant Customer;

(c) which is due to a member of the Group other than a Borrower;

(d) which is due to an International Business;

(e) which is subject to Security other than Permitted Security;

(f) in relation to which the Security Agent does not have first ranking security;

(g) against which any right of retention, set-off, deduction or counterclaim exists (in whole or in part) and no Reserve has been set for the value of that right;

(h) which is payable under a Sale Contract governed by laws other than English, Irish or Scots law,

(1) the payment terms in relation to which are longer than the Payment Terms (unless the Receivables Agent has consented to the increased payment terms in writing),

(j) which is payable by a Customer or, as the case may be, Customer Group in respect of which 50% or more of the Outstanding Receivables payable by that Customer or, as the case may be, Customer Group are outstanding 120 days past the date of the relevant invoice (and this shall apply collectively to Receivables payable to all Borrowers);

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Short particulars	<p data-bbox="309 371 1023 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="309 465 1442 555">(k) those Receivables payable by any Customer or, as the case may be, Customer Group which remain Outstanding 120 days past the date of the relevant invoice,</p> <p data-bbox="309 589 1477 678">(l) in respect of which any legal action has been taken (whether such action is being conducted by the Borrower or the Borrower's legal adviser or otherwise),</p> <p data-bbox="309 712 1070 745">(m) which is payable by an Insolvent Customer,</p> <p data-bbox="309 779 1414 835">(n) which is payable by a Customer incorporated outside an Approved Territory,</p> <p data-bbox="309 869 1409 902">(o) which is payable in a currency other than an Approved Currency,</p> <p data-bbox="309 936 1497 1137">(p) which relates to a sale of Plant & Machinery and the Plant & Machinery has not yet been recorded as Ineligible Plant & Machinery in a Borrowing Base Certificate delivered to the Agents and Lenders save that in any calendar month Receivables payable for Plant & Machinery Loss shall only be Ineligible Receivables when the aggregate NBV of Plant & Machinery Loss and Plant & Machinery Transfers in that calendar month exceeds £5,000,000, and</p> <p data-bbox="309 1171 1318 1227">(q) which is, subject to clause 24.28.4 of the ABFF, an Irish Receivable,</p> <p data-bbox="309 1261 1497 1507">and a Receivable will be an Ineligible Receivable unless either (A) an invoice for the full amount of the Receivable has been raised and communicated in writing to the relevant Customer or (B) the Customer has raised a Self-Billing Invoice, and any other Receivable may be categorised as an Ineligible Receivable in accordance with clause 5.4 (<i>Setting Reserves and determining Excluded Receivables, Ineligible Receivables and Ineligible Plant & Machinery</i>) of the ABFF or clause 26.1 (<i>Consequences of a Termination Event</i>) of the ABFF and included in this definition,</p> <p data-bbox="309 1541 1217 1574">"Insolvency Proceedings" means in relation to any person:</p> <p data-bbox="309 1608 1477 1686">(a) the exercise of any distress, execution, injunction, sequestration, attachment or other legal process against all or a material part of its assets,</p> <p data-bbox="309 1720 1493 1809">(b) any proposal or convening of a meeting with a view to a composition, assignment or arrangement with or the granting of a trust deed for creditors,</p> <p data-bbox="309 1843 1497 1910">(c) the convening of a meeting for the purpose of considering or passing of any resolution for winding-up or administration,</p> <p data-bbox="309 1944 1465 2000">(d) the service of a notice of intention to appoint or the appointment of an administrator or a receiver,</p>

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- (e) the service of a statutory demand which is not discharged with 21 days;
- (f) the presentation of a petition for the administration, winding-up or bankruptcy;
- (g) the making of an order for winding-up or administration or the appointment of a provisional liquidator or judicial factor;
- (h) the taking of steps towards or the coming into force of a statutory moratorium; or
- (i) any analogous procedure or step taken in any jurisdiction,

"Insolvent" means in relation to any person an Obligor knows (or reasonably ought to know) (i) is unable to pay debts as they fall due; (ii) is intending or actually ceasing to trade; or (iii) that there are any Insolvency Proceedings;

"Insurances" means all policies of insurance which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 2 (Details of Security Assets)) to the Deed and being:

Company	Insurer	Policy number
Speedy Hire plc	Zurich Insurance	KP668038
Speedy Hire plc	Allianz Insurance	53/NK/17344792/3

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of the Company (which may now or in the future subsist);

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Short particulars	<p data-bbox="308 369 1026 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="308 459 1500 795">"Intercreditor Agreement" means the intercreditor agreement dated on or around the date of the ABFF and made between, among others, the financial institutions named on the signing pages thereto as Arrangers, RBS Invoice Finance Limited as Facilities Agent, Barclays Bank PLC as Receivables Agent, the financial institutions named on the signing pages thereto as Original Senior Lenders, the financial institutions named on the signing pages as Original Hedge Counterparties, Barclays Bank PLC as Original Ancillary Lender, Speedy Hire Plc as Parent, the companies names on the signing pages thereto as Intra-Group Lenders, the companies named on the signing pages thereto as Original Debtors and The Royal Bank of Scotland plc as Security Agent,</p> <p data-bbox="308 828 1500 1008">"International Business" means Speedy International Asset Services (Holdings) Limited (registered in England with the number 07174616), Speedy International Leasing Limited (registered in England with the number 7174944) and any Permitted Joint Venture or wholly owned Subsidiary of an Obligor which is incorporated outside the United Kingdom and Ireland;</p> <p data-bbox="308 1041 1500 1153">"International Transfer" means the physical transfer of Plant & Machinery owned by an Obligor to a location outside the UK and Ireland because it is being used in the ordinary course of business by the International Business,</p> <p data-bbox="308 1187 1500 1254">"Irish Obligor" means Speedy Hire (Ireland) Limited (a company incorporated in the Republic of Ireland with the number 409718);</p> <p data-bbox="308 1288 1412 1310">"Irish Receivable" means any Receivable payable to the Irish Obligor;</p> <p data-bbox="308 1344 1500 1411">"Kier" means Kier Group PLC, a company registered in England and Wales with company number 02708030, and any Affiliate of that company,</p> <p data-bbox="308 1444 1500 1500">"Kier Eligible Receivables" means all Eligible Receivables due to the Company from Kier;</p> <p data-bbox="308 1534 1500 1590">"Kier Ineligible Receivables" means all Ineligible Receivables due to the Company from Kier;</p> <p data-bbox="308 1624 758 1646">"LBD Insurance Policy" means</p> <p data-bbox="308 1680 1500 1780">(a) each insurance policy the details of which are set out in part 5 of schedule 2 (<i>Details of Security Assets</i>) to the Deed and which is identified as an LBD Insurance Policy in that schedule, and</p> <p data-bbox="308 1814 1500 1870">(b) any replacement insurance policy that the Facilities Agent and the Parent may designate as a LBD Insurance Policy;</p> <p data-bbox="308 1904 542 1926">"Lender" means:</p> <p data-bbox="308 1960 790 1982">(a) any Original Lender; and</p>

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(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 2.2 (*Increase*), clause 2.3 (*Assumption of Additional Commitments*) or clause 27 (*Changes to the Lenders*) of the ABFF,

which in each case has not ceased to be a Lender in accordance with the terms of the ABFF;

"Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than 66% per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66% per cent of the Total Commitments immediately prior to that reduction);

"Major Receivables" means a Receivable with a Notified Value of more than £200 00;

"Material Adverse Effect" has the meaning given to such term in the ABFF;

"Minor Receivables" means a Receivable with a Notified Value of £200 00 or less;

"Morgan Sindall" means Morgan Sindall PLC, a company registered in England and Wales with company number 04273754, and any Affiliate of that company,

"Morgan Sindall Eligible Receivables" means all Eligible Receivables due to the Company from Morgan Sindall;

"Morgan Sindall Ineligible Receivables" means all Ineligible Receivables due to the Company from Morgan Sindall,

"Notification", **"Notify"**, and **"Notified"** means the inclusion of a Receivable and/or Dilutions in a Borrowing Base Certificate,

"Notified Value" means the value of each Notified Receivable as represented in a Borrowing Base Certificate, including any applicable Tax or duty and before deducting any Dilutions;

"Obligor" means a Borrower or a Guarantor;

"Original Borrower" means each company listed in paragraph 1 of schedule 1 (Original Parties) to the ABFF as the original borrowers and being:

a	Name of Original Borrower	Speedy Hire plc
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Company Number:	00927680
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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

- | | | |
|----|----------------------------|--|
| b | Name of Original Borrower | Speedy International Asset Services (Holdings) Limited |
| | Company Number. | 7174616 |
| c | Name of Original Borrower | Speedy Support Services Limited |
| | Company Number: | 02479218 |
| d | Name of Original Borrower | Speedy Transport Limited |
| | Company Number | 04408263 |
| e | Name of Original Borrower | Speedy Engineering Services Limited |
| | Company Number. | 06440025 |
| f | Name of Original Borrower | Speedy Asset Services Limited |
| | Company Number: | 6847930 |
| g | Name of Original Borrower | Speedy Hire (Ireland) Limited |
| | Company Number: | NI048108 |
| h. | Name of Original Borrower: | Speedy Hire (Ireland) Limited |
| | Company Number: | 409718 |
| i. | Name of Original Borrower. | Speedy International Leasing Limited |
| | Company Number. | 7174944 |

"Original Guarantor" means each company listed in paragraph 2 of schedule 1 (*Original Parties*) to the ABFF as the original guarantors and being

- | | | |
|---|--------------------------------|-----------------|
| a | Name of Original Guarantor: | Speedy Hire plc |
| | Jurisdiction of incorporation: | England |
| | Registered number: | 00927680 |

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

- | | | |
|----|--------------------------------|-------------------------------------|
| b | Name of Original Guarantor: | Allen Investments Limited |
| | Jurisdiction of incorporation: | England |
| | Registered number: | 01354530 |
| c. | Name of Original Guarantor: | Speedy Hire Direct Limited |
| | Jurisdiction of incorporation: | England |
| | Registered number: | 00974324 |
| d | Name of Original Guarantor: | Speedy Asset Services Limited |
| | Jurisdiction of incorporation: | England |
| | Registered number: | 06847930 |
| e. | Name of Original Guarantor: | Speedy Engineering Services Limited |
| | Jurisdiction of incorporation: | England |
| | Registered number: | 06440025 |
| f. | Name of Original Guarantor: | Speedy Hire (Ireland) Limited |
| | Jurisdiction of incorporation: | Republic of Ireland |
| | Registered number: | 409718 |
| g. | Name of Original Guarantor: | Speedy Hire (Scotland) Limited |
| | Jurisdiction of incorporation: | England |
| | Registered number: | 04529126 |

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

h	Name of Original Guarantor:	Speedy Hire (Ireland) Limited
	Jurisdiction of incorporation	Northern Ireland
	Registered number:	NI048108
i.	Name of Original Guarantor:	Speedy Hire Centres (Northern) Limited
	Jurisdiction of incorporation:	England
	Registered number:	00245380
j	Name of Original Guarantor:	Speedy Hire Centres (Southern) Limited
	Jurisdiction of incorporation	England
	Registered number:	01105942
k	Name of Original Guarantor	Speedy Hire Centres (Western) Limited
	Jurisdiction of incorporation	England
	Registered number:	04016794
l	Name of Original Guarantor	Speedy Hire Centres Limited
	Jurisdiction of incorporation.	England
	Registered number	06207105
m	Name of Original Guarantor	Speedy International Asset Services (Holdings) Limited
	Jurisdiction of incorporation:	England
	Registered number:	07174616

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

n.	Name of Original Guarantor.	Speedy International Leasing Limited
	Jurisdiction of incorporation:	England
	Registered number	07174944
o.	Name of Original Guarantor:	Speedy LCH Generators Limited
	Jurisdiction of incorporation:	Scotland
	Registered number	SC068997
p.	Name of Original Guarantor:	Speedy LGH Limited
	Jurisdiction of incorporation:	England
	Registered number:	05436955
q.	Name of Original Guarantor.	Speedy Lifting Limited
	Jurisdiction of incorporation:	England
	Registered number	04529136
r.	Name of Original Guarantor:	Speedy Power Limited
	Jurisdiction of incorporation:	England
	Registered number	03923249
s.	Name of Original Guarantor	Speedy Pumps Limited
	Jurisdiction of incorporation:	England
	Registered number:	04663170

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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	t	Name of Original Guarantor:	Speedy Space Limited
		Jurisdiction of incorporation:	England
		Registered number	01157713
	u.	Name of Original Guarantor:	Speedy Support Services Limited
		Jurisdiction of incorporation	England
		Registered number:	02479218
	v.	Name of Original Guarantor	Speedy Survey Limited
		Jurisdiction of incorporation:	England
		Registered number:	03845497
	w	Name of Original Guarantor:	Speedy Transport Limited
		Jurisdiction of incorporation:	England
		Registered number	04408263
	x.	Name of Original Guarantor:	Allen Contracts Limited
		Jurisdiction of incorporation	England
		Registered number:	01617643
	y	Name of Original Guarantor:	Speedy Asset Leasing Limited
		Jurisdiction of incorporation	England
		Registered number:	04621481

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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

z. Name of Original Hire-A-Tool Limited
 Guarantor

 Jurisdiction of England
 incorporation

 Registered number: 01354100

"Original Hedge Counterparties" means the companies listed in paragraph 4 of schedule 1 (*Original parties*) to the ABFF as original hedge counterparties and each an **"Original Hedge Counterparty"** and being:

Name	Company Number
The Royal Bank of Scotland Plc	SC090312
Barclays Bank Plc	01026167
The Lloyds Banking Group Plc	SC095000

"Original Lenders" means the financial institutions listed in paragraph 3 of schedule 1 (*Original parties*) to the ABFF as lenders and each an **"Original Lender"** and being:

Name	Company Number
RBS Invoice Finance Limited	00662221
Barclays Bank PLC	01026167
Bank of America, N.A.	A company registered in USA with Charter No. 13044
GE Commercial Distribution Finance Europe Limited	02549477
Lloyds TSB Commercial Finance Limited	00733011
Burdale Financial Limited	02656007

"Outstanding" means the amount of a Notified Receivable which is wholly or partly unpaid,

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

"P&M Insurance Policy" means:

(a) each insurance policy the details of which are set out in part 4 of schedule 2 (*Details of Security Assets*) to the Deed and being:

Charging Company	Insurer	Policy number
Speedy Hire plc	Zurich Insurance	KP668038
Speedy Hire plc	Allianz Insurance	53/NK/17344792/3

and which is identified as a P&M Insurance Policy in that schedule; and

(b) any replacement insurance policy that the Facilities Agent and the Parent may designate as a P&M Insurance Policy,

"Parent" means Speedy Hire Plc whose registered office is at Chase House, 16 The Parks, Newton le Willows, Merseyside WA12 0JQ (company number 927680);

"Partial Performance Receivable" means a Receivable which is capable of being an individually enforceable payment obligation even though the Sale Contract under which it arises has only been partially and not completely performed;

"Party" means a party to the ABFF;

"Payment Terms" means 120 days;

"Pension Scheme" means the Railways Pension Scheme (a sectionalised industry-wide defined benefit pension scheme) of which Speedy Engineering Services Limited (a company incorporated in England with the number 6440025) is a participating employer,

"Permitted Acquisition" has the meaning given to such term in the ABFF,

"Permitted Disposal" has the meaning given to such term in the ABFF;

"Permitted Joint Venture" has the meaning given to such term in the ABFF;

"Permitted Security" has the meaning given to such term in the ABFF;

"Permitted Transaction" has the meaning given to such term in the ABFF;

"Plant & Machinery" means plant, machinery and equipment used for hire to customers of the Group in the ordinary course of business and referred to in a member of the Group's Fixed Asset Register;

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	<p>"Plant & Machinery Account" means an account operated by the Receivables Agent to calculate the amount of interest payable in respect of a Plant & Machinery Loan;</p> <p>"Plant & Machinery Facility" means the revolving loan facility made available under the ABFF as described in clause 2 1 1(b) of the ABFF;</p> <p>"Plant & Machinery Insurance Policy" means the policy of insurance held with Zurich with policy number KP668038 or such replacement insurance policy as the Facilities Agent may agree in writing to designate as a Plant & Machinery Insurance Policy;</p> <p>"Plant & Machinery Loan" means a loan made or to be made under the Plant & Machinery Facility or the principal amount outstanding for the time being of that loan;</p> <p>"Plant & Machinery Loss" means Plant & Machinery that a Customer has notified to an Obligor is lost;</p> <p>"Plant & Machinery Transfer" means Plant & Machinery being:</p> <ul style="list-style-type: none"> (a) the subject of a Disposal by an Obligor to a member of the International Business, (b) hired to a Customer of the International Business by an Obligor which is not a member of the International Business, (c) acquired by an Obligor for the International Business (where an Obligor assumes any liability or obligation connected with the acquisition); and (d) the subject of an International Transfer, <p>"Pricing Tariff" means the Barclays Business Tariff available from the Receivables Agent on request or such similar tariff that may be published by any replacement Receivables Agent,</p> <p>"Quasi-Security" has the meaning given to such term in clause 24.11 (Negative pledge) of the ABFF;</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company, or in which the Company has an interest at any time, together with:</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; (b) all easements, rights and agreements in respect thereof, and (c) the benefit of all covenants given in respect thereof; 	

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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

"Receivable" means any monetary claim on or obligation of a Customer under a Sale Contract (including any applicable tax or duty), present, future or contingent, together with all Related Rights and excluding the Excluded Receivables;

"Receivables Account" means each account operated by the Receivables Agent to calculate the amount of interest payable in respect of the Receivables Facility;

"Receivables Agent" means Barclays Bank PLC company number 1026167;

"Receivables Facility" means the revolving loan facility made available under the ABFF as described in clause 2.1 1(a) of the ABFF;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Related Rights" means any rights in relation to a Receivable or Sale Contract, including:

- (a) rights as an unpaid seller,
- (b) documents of title to goods;
- (c) the benefit of all insurances;
- (d) all Remittances, Security, bonds, guarantees and indemnities;
- (e) all accounting records; and
- (f) interest;

"Relevant Software" means the computer software known as *Microsoft Dynamics* and *Axapta* used by the Group to track Plant & Machinery and to store evidence of the creation of Receivables and monitor the raising of invoices and payment of Receivables;

"Remittances" means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other form of payment related to a Receivable, including monies recovered under any credit insurance policy, a refund of the VAT element of the Receivable or a dividend payable in respect of the Receivable;

"Repayment Account" means each account specified as such in part 3 of schedule 2 (*Details of Security Assets*) to the Deed and being

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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

Account Holder	Account Number	Account Bank	Account Bank branch address and sort code
Speedy Hire plc	33242080	Barclays Bank PLC	Barclays Bank PLC Victoria House Wigan Lancashire WN1 1QS Sort Code: 20-96-37

or any other bank account the Receivables Agent agrees to designate as a Repayment Account;

"Reserve" means an adjustment to cover:

(a) the value of Plant & Machinery and Receivables that the Facilities Agent determines (acting reasonably) is not likely to be available to the Security Agent upon the enforcement of the Transaction Security, in accordance with clause 5.4.3 or clause 26 1 (*Consequences of a Termination Event*) of the ABFF including.

(1) for each Obligor whose Receivables and/or Plant & Machinery are included in a Borrowing Base Certificate, an amount estimated as being necessary to reflect third party claims against assets of the Obligors ranking or which may rank *pari passu* with or prior to the claims of the Lenders, Ancillary Lenders and/or the Security Agent under the Finance Documents;

(11) claims of employees in respect of unpaid wages and accrued holiday pay which would be preferential in the event of an Obligor becoming insolvent (as described in clause 25 10 (*Insolvency*) of the ABFF) to be reserved at £1,000 per employee;

(111) for each Obligor whose Receivables and/or Plant & Machinery are included in a Borrowing Base Certificate, a reserve equal to the value of the Prescribed Part up to the maximum prescribed by

(A) for England, Wales and Scotland, the Insolvency Act 1986 (Prescribed Part) Order 2003/2097 or any further order issued in accordance with section 176A of the Insolvency Act 1986 from time to time, or

(B) for Northern Ireland, Article 150A, Insolvency (Northern Ireland) Order 1989 as inserted by the Insolvency (Northern Ireland) Order 2005, and the Insolvency (Northern Ireland) Order (Prescribed Part) Order (Northern Ireland) 2006;

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="304 376 1023 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="304 465 1477 524">(iv) liabilities under any defined benefit pension arrangement including the Pension Scheme and any Acquired Pension Liability;</p> <p data-bbox="304 560 1477 618">(v) any and all claims arising under Section 285(1) - (12) of the Irish Act (preferential payments on winding up),</p> <p data-bbox="304 654 1461 801">(vi) in the absence of a landlord's waiver on terms acceptable to the Facilities Agent an amount equal to rent (and accrued interest if any) payable in relation to any leased premises where Plant & Machinery is located from time to time which shall at the Commencement Date be set in relation to three calendar months of rent;</p> <p data-bbox="304 837 1410 891">(vii) an amount equal to sums due but unpaid to Licensors of Relevant Software, and</p> <p data-bbox="304 927 1378 1014">(viii) an amount equal to any due but unpaid Plant & Machinery Insurance Policy premiums which have not been debited to a Borrower Account in accordance with clause 24 17.5(1) of the ABFF;</p> <p data-bbox="304 1050 1477 1137">(b) any amount payable by an Obligor to a Customer not greater than the amount of the relevant Receivable or Receivables due from that Customer including Retrospective Rebates,</p> <p data-bbox="304 1173 1426 1227">(c) any obligations of an Obligor to the Receivables Agent under the Direct Debit Scheme;</p> <p data-bbox="304 1263 762 1292">(d) the value of Dilutions;</p> <p data-bbox="304 1328 1493 1408">(e) any sums that an Agent may debit to a Borrower Account in accordance with clause 7.1.6 of the ABFF that have not yet been debited to a Borrower Account,</p> <p data-bbox="304 1444 1461 1503">(f) sums payable by Obligors to suppliers of Plant and Machinery where the supplier has a retention of title against the Plant and Machinery,</p> <p data-bbox="304 1538 1082 1568">(g) the value of any Bill and Hold Receivables,</p> <p data-bbox="304 1603 1461 1662">(h) errors which are not Termination Events under clause 25 8.2 of the ABFF; and</p> <p data-bbox="304 1697 1442 1778">(i) any other reserves referred to at line (G) and line (H) of the Borrowing Base Certificate in the form agreed prior to the Commencement Date,</p> <p data-bbox="304 1814 1477 1962">and any other reserve set in accordance with clause 5.4 (Setting Reserves and determining Excluded Receivables, Ineligible Receivables and Ineligible Plant & Machinery) of the ABFF or clause 26 (Consequences of a Termination Event) of the ABFF and "Reserves" means any adjustment listed above,</p>

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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

"Resignation Letter" means a letter substantially in the form set out in schedule 7 (*Form of Resignation Letter*) to the ABFF;

"Retrospective Rebate" means a sum owed to a Customer by an Obligor because an Obligor has agreed to pay a rebate to the Customer in connection with the provision of goods or services to the Customer;

"Sale Contract" means a contract between an Obligor and another person for the sale or hire of goods or the provision of services or work done and materials supplied;

"Secured Party" means each Finance Party from time to time party to the ABFF and any Receiver or Delegate,

"Securities Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security" means any 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 Agent" means The Royal Bank of Scotland Plc company number SC090312;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Self-Billing Invoice" means an invoice in respect of a Receivable raised by a Customer and sent to a Borrower,

"Sterling" or "£" means the lawful currency of England and Wales,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;

"Supplemental Document" has the meaning given to such term in the Intercreditor Agreement,

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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

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"Termination Event" means any event or circumstance specified as such in clause 25 (*Termination Events*) of the ABFF,

"Total Commitments" means the aggregate value of the Commitments, being £220,000,000 at the date of the ABFF or as subsequently increased in accordance with clause 2.3 (*Assumption of Additional Commitments*) of the ABFF or decreased in accordance with the terms of the ABFF,

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents;

"Transaction Security Document" means:

(a) each document listed as being a Transaction Security Document in paragraph 1.4 of part 1 of schedule 2 (*Conditions precedent*) to the ABFF and being:

Name of person giving Security	Transaction Security Document
Original Borrowers and Original Guarantors	Debenture governed by the laws of England and Wales
Original Borrowers and Original Guarantors	Debenture governed by the laws of Northern Ireland
Original Borrowers and Original Guarantors	Debenture governed by the laws of Ireland
Speedy LCH Generators Limited	Bond and floating charge governed by Scots law
Speedy Hire plc	Scottish law share pledge over the shares in Speedy LCH Generators Limited

, and any document required to be delivered to the Facilities Agent under paragraph 2 of part 1 of schedule 2 (*Conditions precedent*) to the ABFF,

(b) the Security Agreement dated 13 June 2007 entered into between the Parent (1) various Subsidiaries of the Parent (2) and The Royal Bank of Scotland Plc as Security Trustee; and

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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

(c) the guarantee and indemnity at clause 19 (Guarantee and Indemnity) of the Multicurrency Revolving Facilities Agreement originally dated 13 June 2007 as subsequently amended and restated, arranged by Barclays Capital and The Royal Bank of Scotland Plc for Speedy Hire Plc with The Royal Bank of Scotland Plc as Agent, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents,

"Utilisation Request" means a notice substantially in the relevant form set out in schedule 13 (*Borrowing Base Certificate and Utilisation Request*) to the ABFF;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994, and any other tax of a similar nature; and

"Whole Performance Receivable" means a Receivable which is only capable of being an enforceable payment obligation when the Sale Contract under which it arises has been completely performed

PROFORMA

Company Number 01105942
Company Name Speedy Hire Centres (Southern) Limited
Contact Name/Organisation James Duffy, DLA Piper UK LLP
Address Princes Exchange, Princes Square, Leeds LS1 4BY

**The following details will need to be added, amended or deleted to the Form MG01/LL
MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☒

Short particulars of all the property mortgaged or charged ☐

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01) ☐

(Please give the instructions in the box below)

The name of the Mortgagee(s) or person(s) entitled to the charge should be amended so as to read

The Royal Bank of Scotland plc (in its capacity as Security Agent)

15 Bishopsgate, London
EC2P 2AP



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO 1105942
CHARGE NO. 41**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 13
JULY 2011 AND CREATED BY SPEEDY HIRE CENTRES
(SOUTHERN) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE OF EACH OBLIGOR TO THE ROYAL BANK OF
SCOTLAND PLC (IN ITS CAPACITY AS SECURITY AGENT)
AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM)
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 27 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2011

