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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company

\* Ashtead Group Public Limited Company (the "Chargor")

Date of creation of the charge

31 August 2006

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

Charge of Shares in Ashtead Holdings Public Limited Company dated 31 August 2006 made between (1) Ashtead Group Public Limited Company and (2) Bank of America, N.A. (the "Administrative Agent")

(the "Share Charge")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2.1 (Covenant to pay) of the Share Charge.

By Clause 2.1 (Covenant to pay) of the Share Charge, the Chargor has covenanted that it will pay and discharge the Obligations and any other moneys and liabilities which the Chargor is, pursuant to any of the Loan Documents, expressed to be liable promptly on demand when the same becomes due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon terms as may from time to time be payable pursuant to the Loan Documents and all commission, fees, expenses and other charges and all legal and other costs when the same became due for payment or discharge provided that neither such covenant nor the security constituted by the Share Charge shall extend to or include any liability or sum which would cause the Share Charge to be unlawful or prohibited by any applicable law (including, without limitation, section 151 of the Companies Act 1985).

(the "Secured Obligations")

See Annex 1 for defined terms.

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

Bank of America, N.A. of 300 Galleria Parkway, 8th Floor, Atlanta, GA 30339-3153, USA in its capacity as Administrative Agent and as security trustee for the Secured Parties

Postcode

Presentor's name address and reference (if any):

Paul Hastings Janofsky & Walker  
88 Wood Street, London  
EC2V 7AJ

For official Use (02/00)

Mortgage Section

Post room



Time critical reference

JT/57325.00003

Short particulars of all the property mortgaged or charged

See Annex 2 attached.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Basil Hastings Jaoofshya Walker (Europe) LLP Date 14/9/06

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

*† delete as  
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**Annex 1**

**DEFINITIONS**

In this form 395, the capitalised terms shall have the following meanings:

**"Assignee"** has the meaning given to it in the Facility Agreement.

**"Applicable Settlement Lenders"** has the meaning given to it in the Facility Agreement.

**"Borrower Representative"** means Ashtead Group Public Limited Company (Company Number: 01807982).

**"Charged Assets"** means all assets described in Clause 3.1 (Fixed Charge) of the Share Charge.

**"Collateral Agent"** has the meaning given to it in the Facility Agreement.

**"Company"** means Ashtead Holdings Public Limited Company (Company Number: 04895881) whose registered office is at Kings Court, 41-51 Kingston Road, Leatherhead, Surrey, KT22 7AP.

**"Contract Affiliates"** has the meaning given to it in the Facility Agreement.

**"Encumbrance"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security or other security interest of any kind.

**"Facility Agreement"** means the loan and security agreement dated on or about the date of the Share Charge and made between (1) Ashtead Holdings, LLC, Sunbelt Rentals, Inc., Ashtead Technology, Inc., Ashtead Plant Hire Company Limited, Ashtead Technology Limited, NationsRent, Inc., NationsRent Companies, Inc., NationsRent USA, Inc., NationsRent West, Inc., NationsRent Transportation Services, Inc., BDK Equipment Company, Inc., NationsRent Dealer Group, LLC and NationsRent of Texas, LP (as borrowers), (2) Ashtead Group Public Limited Company (as guarantor and borrower representative), (3) the financial institutions named therein (as lenders), (4) Banc of America Securities LLC and Deutsche Bank Securities Inc. (as co-lead arrangers and co-book managers), (5) Deutsche Bank Securities Inc. (as syndication agent), (6) General Electric Capital Corporation (as collateral agent), (7) JPMorgan Chase Bank, Wachovia Bank, National Association and General Electric Capital Corporation (as Co-Documentation Agents), (8) Lloyds TSB Bank PLC (as UK agent) and (9) Bank of America, N.A. (as administrative agent) pursuant to which the Lenders agreed to make available to the Borrowers \$1,750,000,000 term, revolving and letter of credit facilities for the purposes therein specified as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility or by any change in the identity of any of the Agents or any of the Lenders.

**"Initial Lenders"** has the meaning given to it in the Facility Agreement.

**"Lenders"** means the banks and financial institutions listed in the Facility Agreement as Initial Lenders and includes their successors in title and Assignees and any other bank or financial institution for the time being a party to the Facility Agreement as a lender.

**"Loan Documents"** has the meaning given to it in the Facility Agreement.

**"Obligations"** has the meaning given to it in the Facility Agreement.

**"Secured Parties"** means, collectively, the Lenders, the Applicable Settlement Lenders, the Contract Affiliates, the Administrative Agent and the Collateral Agent.

**"Securities"** means 50,049,999 ordinary shares of £1 each in the Company (constituting the entire issued share capital of the Company).

**Annex 2**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

By Clause 3.1 (Fixed Charges) of the Share Charge the Chargor, with full title guarantee, has charged to the Administrative Agent by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations, the Securities and all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof.

**NOTE:**

By Clause 3.3 (Restrictions on dealing with Charged Assets) of the Share Charge, the Chargor has agreed that it will not without the prior written consent of the Administrative Agent:

- (a) create or attempt to create or permit to subsist in favour of any person other than the Administrative Agent any Encumbrance on or affecting the Charged Assets or any part thereof; or
- (b) dispose of the Charged Assets or any part thereof or attempt or agree so to do, except to the extent specifically permitted by the Facility Agreement.

By Clause 6 (FURTHER ASSURANCE) of the Share Charge the Chargor has agreed that is shall if and when at any time required by the Administrative Agent execute such further Encumbrances and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the Administrative Agent shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Administrative Agent's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01807982

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF SHARES DATED THE 31st AUGUST 2006 AND CREATED BY ASSTEAD GROUP PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF AMERICA, N.A. UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th SEPTEMBER 2006 .

*PDm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES