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COMPANIES FORM No. 395

Particulars of a mortgage or charge

C33232 / 50

395

CHFP025

A fee of £10 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

Please do not write in this margin

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

*insert full name of Company

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

For official use

Company number

Q311

2766044

Name of company

* ASHTEAD PLANT HIRE COMPANY (IRELAND) LIMITED (the "Company")

Date of creation of the charge

✓ 16 April 2004

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

7 UK Debenture dated 16 April, 2004 (the "Debenture") between inter alia the Company and The Bank of New York (the "Trustee").

Amount secured by the mortgage or charge

Please see Part 2 of the attached continuation sheet.

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

7 The Bank of New York
1 Canada Square
Canary Wharf
London

Postcode E14 5AL

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

Shearman & Sterling LLP
Broadgate West
9 Appold Street
London
EC2A 2AP

LNDOCS357770.1/JS

Time critical reference

For official Use
Mortgage Section

NON
PART



PMO *PGGAE009* 0435
COMPANIES HOUSE 28/4/04
LD2 *LDRA0UP6* 0408
COMPANIES HOUSE 30/04/04
LD3 *LDNNXUM1* 0315
COMPANIES HOUSE 28/04/04

Short particulars of all the property mortgaged or charged

Please see Part 3 of the attached continuation sheet.

Please see Part 1 of the attached continuation sheet for definitions.

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

Signed Shannon + Sterling (London) LLP Date 30/4/2009

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet

Part 1 - Definitions

In this continuation sheet, unless the context otherwise requires:

"Account" means, any credit balance from time to time on any account opened or maintained by the Company with the Trustee or any other financial institution and all Related Rights.

"Ashtead Plant" means Ashtead Plant Hire Company Limited (Registration No. 444569).

"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986.

"Ancillary Liabilities" in relation to any of the Secured Obligations means:

- (a) any refinancing, refunding, deferral or extension of any of those liabilities;
- (b) any claim for damages or injunction in respect of any misrepresentation or breach or anticipated breach of covenant or other obligation;
- (c) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with any relevant agreement or arrangement;
- (d) any claim flowing from any recovery of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Arrangers" has the meaning given to that term in the Senior Credit Agreement.

"Bilateral Lenders" has the meaning given to that term in the Intercreditor Deed.

"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture.

"Chargor" means each chargor under the Debenture.

"Collateral Rights" means all rights, powers and remedies of the Trustee provided by or pursuant to the Debenture or by law.

"Event of Default" means any of the events specified in Section 6.01 (*Events of Default*) of the HY Indenture.

"Group" means the Parent and its subsidiaries from time to time.

"Hedge Counterparties" has the meaning given to that term in the Intercreditor Deed.

"High Yield Notes" means the second priority senior secured notes to be issued by the HY Issuer.

"HY Beneficiaries" means the Trustee and the HY Noteholders.

"HY Documents" means the HY Indenture, the High Yield Notes, the HY Security Documents and any documents entered into pursuant thereto.

"HY Guarantors" means each member of the Group which from time to time guarantees the High Yield Notes.

"HY Indenture" means the indenture to be entered into in connection with the issue of the High Yield Notes.

"HY Issuer" means Ashtead Holdings plc.

"HY Noteholders" means the holders from time to time of the High Yield Notes.

"HY Obligors" means the HY Issuer and each of the HY Guarantors.

"HY Security Documents" means the security documents securing any or all of the Secured Obligations.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights, (including the registered Intellectual Property specified in Schedule 2).

"Intercreditor Deed" means the Intercreditor deed dated 1 June, 2000 (as amended and restated on April 16, 2004) made between amongst others, the Trustee and the Borrowers, the Arrangers, the Senior Lenders, the Bilateral Lenders and the Hedge Counterparties, in each case as defined therein.

"Investments" means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within section 22(4) of the Financial Services and Markets Act 2000 (but not including the Shares) whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Lien" has the meaning given to that term in the HY Indenture.

"Monetary Claims" means any present or future book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money or other benefits deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any insurance policy, any court order, decree or judgement, any contract or agreement to which the Company is a party and any other asset, property, right or undertaking of the Company).

"Mortgaged Property" means the freehold and leasehold property of the Company in England and Wales specified in Schedule 1.

"Parent" means Ashtead Group Plc (Registration No. 1807982).

"Permitted Collateral Liens" has the meaning given to that term in the HY Indenture.

"Permitted Liens" has the meaning given to that term in the HY Indenture.

"Priority Deed" means the priority and intercreditor deed dated on or about April 16, 2004 made between amongst others, the Trustee, Lloyds TSB plc as Senior Agent and as Security Agent and the other parties named therein.

"Real Property" means:

- (a) any freehold, heritable, leasehold or immovable property wheresoever situated (including the freehold and leasehold property in England and Wales specified in Schedule 1), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, heritable or leasehold property,

and includes all Related Rights.

"Receivables Securitisation Deed" means the receivables securitisation deed dated 14 June 2002 as amended from time to time made between Ashtead Plant and the Receivables Trustee, the Funding Beneficiary and the Agent and Bank Investor (each term as defined therein).

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

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Payments" means each and every sum paid or payable from time to time by the Receivables Trustee to Ashtead Plant pursuant to the Receivables Securitisation Deed.

"Senior Lenders" has the meaning given to that term in the Intercreditor Deed.

"Shares" means all of the shares as specified in Schedule 3 owned by the Company.

"standard security" means a standard security within the meaning of The Conveyancing and Feudal Reform (Scotland) Act 1970.

"Trustee Fee Liabilities" means all present and future indebtedness (actual or contingent) payable or owing to the Trustee (including costs and expenses of its agents, advisers, and

any other permitted delegates) in connection with the performance by such person of its functions under and in connection with the applicable HY Documents.

Part 2 – Amount Secured

All present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any HY Obligor to any of the HY Noteholders or the Trustee under the HY Documents together with all Ancillary Liabilities and, unless the context otherwise requires, the Trustee Fee Liabilities (the "**Secured Obligations**").

Part 3 – Brief Description of Charged Property

1. MORTGAGES, FIXED CHARGES AND FLOATING CHARGE

1.1 Mortgage

The Company has charged with full title guarantee in favour of the Trustee as trustee and agent for the HY Beneficiaries with the payment and discharge of the Secured Obligations by way of legal mortgage the Mortgaged Property owned by it.

1.2 Fixed Charges

The Company has charged with full title guarantee in favour of the Trustee as trustee and agent for the HY Beneficiaries with the payment and discharge of the Secured Obligations, by way of fixed charge all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.2.1 its Real Property;
- 1.2.2 its Accounts;
- 1.2.3 its Intellectual Property;
- 1.2.4 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.2.5 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
- 1.2.6 the Relevant Payments, together with all present and future claims and causes of action in respect thereof; and
- 1.2.7 all Monetary Claims other than any claims which are otherwise subject to a fixed charge (at law or in equity) pursuant to the Debenture and all Related Rights.

1.3 Floating Charge

- 1.3.1 The Company has charged with full title guarantee and absolute warrandice in favour of the Trustee as trustee and agent for the HY Beneficiaries for the payment and discharge of the Secured Obligations by way of floating charge the whole of its undertakings and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated (but excepting from such exclusion the whole of its undertakings and assets situated in Scotland or otherwise governed by Scots law).
- 1.3.2 The floating charge created by the Company under this Clause shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. CRYSTALLISATION OF FLOATING CHARGE

2.1 Crystallisation: By Notice

Save as provided in Clause 4.3 (*Moratorium*) below, the Trustee may (to the extent competent under applicable law) at any time by notice in writing to the Company convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- 2.1.1 an Event of Default has occurred and is continuing; or
- 2.1.2 the Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 2.1.3 the Trustee reasonably considers that it is prudent in order to protect the priority of the security; or
- 2.1.4 an Administrator or Receiver is appointed in respect of any Chargor or the Trustee receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Chargor.

2.2 Crystallisation: Automatic

Save as provided in Clause 4.3 (*Moratorium*) below and notwithstanding Clause 4.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge will (to the extent competent under applicable law) automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- 2.2.1 without the prior written consent of the Trustee, any Chargor creates or attempts to create any Lien (other than a Permitted Lien) over any of the Charged Property; or
- 2.2.2 any person levies or executes or attempts to levy or execute any distress, execution, diligence or other process against any of the Charged Property; or
- 2.2.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor; or
- 2.2.4 an Administrator or Receiver is appointed in respect of any Chargor or the Trustee receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Chargor.

2.3 Moratorium

No floating charge created by Clause 3.3 (*Floating Charge*) may be converted into a fixed charge or otherwise crystallise solely by reason of:

- 2.3.1 the obtaining of a moratorium by such Chargor; or

2.3.2 anything done with a view to obtaining a moratorium,
under section 1A and Schedule A1 to the Insolvency Act 2000.

3. FURTHER ASSURANCE

3.1 Further Assurance: General

The Company has agreed that it shall promptly do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions) as the Trustee may from time to time reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)):

- 3.1.1 to perfect the security created or intended to be created in respect of the Charged Property, including the Shares (which may include the execution by the Company of a mortgage, standard security, charge, assignment or assignation over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights; and
- 3.1.2 to facilitate the realisation or enforcement of the Charged Property pursuant to any power of the Trustee to realise such Charged Property under the Debenture or at law (including any vesting of title to the Shares in the name of the Trustee or its nominee(s) or any purchaser),

provided that the Company shall not be required to register at H.M. Land Registry the fixed charges created over the Real Property pursuant to Clause 3.2 (*Fixed Charges*) of the Debenture.

3.2 Further Assurance: Specific

The Company has agreed that it shall promptly:

- 3.2.1 do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, charges or other fixed security, notices and instructions) as the Trustee may from time to time reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)) to create fixed security over any Monetary Claim; and
- 3.2.2 do all such acts and/or execute all such documents as the Trustee may reasonably specify for the assignment of the Relevant Payments.

3.3 Necessary Action

Subject to Clause 6.1 of the Debenture, the Company has agreed that it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Trustee by or pursuant to the Debenture.

3.4 Consents

The Company has agreed that it shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Trustee) as soon as possible any consents necessary to enable the assets of the Company to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Mortgages, Fixed Charges and Floating Charge*) of the Debenture or Clause 6 of the Debenture and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Company shall promptly deliver a copy of each consent to the Trustee.

3.5 Implied Covenants for Title

The obligations of the Company under the Debenture are in addition to the covenants for title deemed to be included in the Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 and other title representations, warranties and undertakings imposed by applicable law.

4. NEGATIVE PLEDGE

The Company has undertaken that it shall not at any time during the subsistence of the Debenture:

4.1.1 create or agree to create or permit to subsist any Lien over all or any part of the Charged Property other than a Permitted Lien or a Permitted Collateral Lien;

4.1.2 sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than the assets subject to a floating charge on arms' length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

4.1.3 dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as expressly permitted under the terms of the HY Documents or with the written consent of the Trustee.

5. POWER OF ATTORNEY

5.1 Appointment and Powers

The Company by way of security has irrevocably appointed the Trustee and any Receiver, Administrator or any other person nominated for the purpose by the Trustee or Receiver or Administrator, severally and independently to be its attorney and in its name, on its behalf and as its act and deed or otherwise to execute, deliver and perfect all documents and do all things which the attorney may reasonably consider to be required or desirable for:

5.1.1 carrying out any obligation imposed on the Company by the Debenture (including the execution and delivery of any deeds, documents, transfers,

notices, instructions, charges, assignments, assignations or other security and any transfers of the Charged Property); and

- 5.1.2 enabling the Trustee and any Receiver or Administrator to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Debenture or by law (including, after the occurrence of an Event of Default, the exercise of any right of an absolute, legal or beneficial owner of the Charged Property).

5.2 Ratification

The Company has agreed that it shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

6. EFFECTIVENESS OF SECURITY

6.1 Continuing Security

The security created by or pursuant to the Debenture is and shall remain in full force and effect as a continuing security (notwithstanding any intermediate payment or settlement of any part of the Secured Obligations or any other matter) for the Secured Obligations unless and until discharged by the Trustee.

7. SET-OFF

Subject to the terms of the Intercreditor Deed and the Priority Deed, the Company has authorised the Trustee (but the Trustee shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against any of the Secured Obligations which are due and unpaid any amount or other obligation (contingent or otherwise) owing by the Trustee to the Company and apply any credit balance to which the Company is entitled on any account with the Trustee in accordance with Clause 16 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

SCHEDULE 1
DETAILS OF REAL PROPERTY

Part A

Registered Land

(Freehold or leasehold property (if any) in England
and Wales of which the relevant Chargors are registered
as the proprietors at H.M. Land Registry)

County and District/ London Borough	Description of Property	Title Number	Relevant Chargor
Merseyside: Sefton	Dunnings Bridge Road, Liverpool	MS156855	Ashtead Plant Hire Company (Ireland) Limited
Surrey: Mole Valley	130 Kingston Road Leatherhead	SY294205	Ashtead Plant Hire Company Limited
Surrey: Mole Valley	Ashtead House, Barnett Wood Lane, Leatherhead	SY656604	Ashtead Group plc
Berkshire: Slough	Colnbrook Bypass, Langley	BK336322	Ashtead Plant Hire Company (Ireland) Limited
Suffolk: Suffolk Coastal	Westerfield Road, Ipswich	SK180081	Ashtead Plant Hire Company Limited
Bedfordshire: Bedford	Unit 15, Union Park Estate, Kempston, Bedford	BD154223	Ashtead Plant Hire Company Limited
Greater London: Havering	Plot 3, Langley Close, Romford	EGL365041	Ashtead Plant Hire Company Limited
Kent: Maidstone	Land at Burial Ground Lane, Maidstone	K806654, K737247	Ashtead Plant Hire Company Limited
Devon: East Devon	Hill Barton, Exeter	DN391773	
Wiltshire: Swindon	Britannia Trade Park, Swindon	WT168535	Ashtead Plant Hire Company Limited
Cambridge: Cambridgeshire	2 Mercers Row, Cambridge (leasehold)	CB190500	Ashtead Plant Hire Company Limited
Kent: Canterbury	(and buildings at) Broad Oak Road, Canterbury	K560725	Ashtead Plant Hire Company Limited

County and District/ London Borough	Description of Property	Title Number	Relevant Chargor
Bedfordshire: Luton	Land at Cosgrove Way, Luton	BD203069 & BD214306	Ashtead Plant Hire Company Limited

Part B

Properties subject to the fixed charge where the relevant Chargor does not own the legal title

The following properties are owned beneficially but not legally by the relevant Chargor:

Property	Region	BV	Title No.	Title
OWNER: SHERIFF HOLDINGS LIMITED				
Whit Lane Pembleton, Greater Manchester	E	114400	GM532364	Long Lease
Great Northern Terrace, Lincoln	E	177500	LL122179	Freehold
Dixon Way, Lincoln	E	137000	LL25753	Freehold
Walton Road, Chesterfield	E	135800	DY254172	Freehold
Middleplatt Road, Birmingham	E	124650	HS216414	Freehold
Birmingham Road, Coventry	W	258602	WH597200	Freehold
Wrens Yard, Boston	E	89200	LL92072 LL99200	Freehold
OWNER: CARTER AND BRADBURY LIMITED				
Weaste Works, James Corbett Road, Salford	E	553615	GM81678	Freehold

SCHEDULE 2
DETAILS OF INTELLECTUAL PROPERTY

PATENTS AND PATENT APPLICATIONS

Territory	Proprietor		Patent/ Application No.	Date of Registration/ Application
GB	Leada Acrow Ltd	Scaffolding System	2149046	23/02/84
GB	Leada Acrow Ltd	Variable Radius Formwork	2133826	05/01/84
GB	Leada Acrow Ltd	A-Beam	2198468	20/10/86
GB	Leada Acrow Ltd	Soldier Connectors	2225361	11/10/88
GB	Leada Acrow Ltd	Tie Bearing	2243427	27/03/90
GB	Leada Acrow Ltd	Scaffold Joint Wedge	2245044	12/06/90
GB	Leada Acrow Ltd	Bearing Brush	2250794	29/10/90
GB	Leada Acrow Ltd	Lightweight Frame – Horizontal Socket	0489599	06/12/91
GB	Leada Acrow Ltd	Jack Brace Connector	0473394	27/08/91
GB	Leada Acrow Ltd	Variform Bracket	0484080	28/10/91
GB	Leada Acrow Ltd	Brace End Pin	2239571	01/11/89
GB	Leada Acrow Ltd	Plan Brace Boss	0485095	28/10/91
GB	Leada Acrow Ltd	Lightweight Frame – Telescopic Prop	0574109	29/01/93

**REGISTERED TRADE AND SERVICE MARKS, DESIGNS, COPYRIGHTS AND
APPLICATIONS THEREFOR**

Territory	Description	Class No.	Registration/ Application No.	Renewal Date
GB	ACRO	6	768380	15/08/06
GB	ACRO	8	768382	15/08/06
GB	ACROW	7	647291	30/04/05
GB	ACROW	8	768371	15/08/06
GB	ACROW	6	629022	01/05/07
GB	ACROW	18	582604	06/01/08
GB	ACROW A-BEAM	6	1176284	04/06/03
GB	ACROW A-FORM	6	1185050	10/11/03
GB	ACROWSKAF	6	928065	15/07/03
GB	ACROW SHORLOAD	8	800578	20/01/05
GB	SPEEDFIX	6	800579	20/01/05
GB	SPEEDFORM	6	B1154448	21/05/02
GB	U-FORM	6	978103	21/07/06
GB	VARIFORM	6	1397642	11/09/06

SCHEDULE 3

SHARES

Name of Company	No. of Shares	Class of Shares	Nominal Value of each Share	Registered Holder
Ashtead Plant Hire Company Limited	122,192	Ordinary	£1	Ashtead Holdings plc
Ashtead Plant Hire Company (Ireland) Limited	2,030,699	Ordinary	£1	Ashtead Holdings plc
Ashtead Technology Limited	32,000	Ordinary	£1	Ashtead Holdings plc
Ashtead Technology (SEA) PTE Limited	100,000	Ordinary	S\$1	Ashtead Holdings plc
Ashtead (US) Holdings Limited	2,000,002	Ordinary	£1	Ashtead Holdings plc
Ashtead (US) Investments Limited	2,000,002	Ordinary	£1	Ashtead Holdings plc
Carter and Bradbury Limited	131,550	Ordinary	£1	Ashtead Holdings plc
Dabbs Limited	60,000	Ordinary	£1	Ashtead Holdings plc
Leada Acrow Trustees Limited	2	Ordinary	£1	Ashtead Plant Hire Company (Ireland) Limited
Reliant Plant Hire Limited	10,000	Ordinary	£1	Ashtead Holdings plc
Reliant Plant Limited	340,000	Ordinary	£1	Ashtead Holdings plc
Reliant Plant Limited	487,499	'A' Ordinary	£1	Ashtead Holdings plc
Reliant Plant Limited	1	'A' Ordinary	£1	P.D. Lewis
Sheriff Holdings Limited	11,527,447	Ordinary	5p	Ashtead Holdings plc
Tool Hire Shops Limited	3,600	Ordinary	£1	Ashtead Plant Hire Company Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02766044

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN UK DEBENTURE DATED THE 16th APRIL 2004 AND CREATED BY ASHTEAD PLANT HIRE COMPANY (IRELAND) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY HY OBLIGOR TO ANY OF THE HY NOTEHOLDERS OR THE BANK OF NEW YORK, 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 28th APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th MAY 2004.

R



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES