

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ What this form is for
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ What this form is NOT for
You cannot use this form to
register a statement of satisfaction
in full or in part of a fixed charge
company registered in Scotland.
If you do this, please use form 1

THURSDAY



A06

A1N7EUMX

06/12/2012

#116

COMPANIES HOUSE

1	Company details	For official use 5
Company number	0 3 0 6 1 5 3 2	→ Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Ashtead (US) Holdings Limited (the "Company")	

2	Creation of charge	① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' ② The date of registration may be confirmed from the certificate
Date charge created	3 1 0 8 2 0 0 6 ✓	
Description ①	Debenture dated 31 August 2006 between the Company and Bank of America, N A (the "Administrative Agent") (the "Debenture") ✓	
Date of registration ②	1 9 0 9 2 0 0 6 ✗	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	Bank of America, N A (Administrative Agent for the Secured Parties)	
Address	300 Galleria Parkway, 8th Floor, Atlanta, GA 30339-3153, USA ✓	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4

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

See attached Annex 2 on continuation pages

See attached Annex 1 for defined terms on continuation pages

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full
☐ In part.

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

John Jambush

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. The contact information you give will be visible to searchers of the public record.

Contact name **Sneha Shah**

Company name **Paul Hastings (Europe) LLP**

Address **Ten Bishops Square**

Eighth Floor, London

Post town

Country/Region

Postcode **E 1 6 E G**

Country

DX

Telephone

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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

Important information

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

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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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">Annex 1 - Defined terms</p> <p>In this form MG02, the capitalised terms shall have the following meanings</p> <p>"Account" means each account other than any Receivables Account from time to time opened or maintained by the Company at such branch of the Account Bank as the Administrative Agent may approve and all rights, benefits and proceeds in respect of such account</p> <p>"Account Bank" means any bank for the time being with which the Company maintains the Receivables Accounts or one or more Accounts</p> <p>"Applicable Settlement Lenders" has the meaning given to it in the Facility Agreement</p> <p>"Assignee" has the meaning given to it in the Facility Agreement</p> <p>"Borrower Representative" means Ashtead Group Public Limited Company (Company Number 01807982)</p> <p>"Charged Assets" means, in relation to the Company, all assets of the Company mortgaged, charged or assigned pursuant to Clauses 3 1 (Fixed Charges), 3 2 (Floating Charges) and 3 3 (Assignments) of the Debenture</p> <p>"Collateral Agent" has the meaning given to it in the Facility Agreement</p> <p>"Contract Affiliates" has the meaning given to it in the Facility Agreement</p> <p>"Debts" means (i) all book debts, both present and future, from time to time due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), and (ii) all payments representing or made in respect of the foregoing, but excluding any assets the subject of Clauses 3 1(e) or 3 1(f) of the Debenture and excluding any PTE Debts</p> <p>"Disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing (and "Dispose" and "Disposition" shall be construed accordingly)</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other Disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing</p>	

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Short particulars	<p>"Facility Agreement" means the loan and security agreement dated on or about the date of the Debenture 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</p> <p>"Fixed Charge Assets" means the assets of the Company described in Clause 3.1 (Fixed Charges) of the Debenture</p> <p>"Insurances" means all present and future contracts or policies of insurance taken out by the Company or in which the Company from time to time has an interest</p> <p>"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting</p> <p>"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</p> <p>"Loan Documents" has the meaning given to it in the Facility Agreement</p> <p>"Obligations" has the meaning given to it in the Facility Agreement</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Other Debts" means (i) all monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds thereof and all damages and dividends in relation thereto), from time to time due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or nonnegotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), other than the Debts and the PTE Debts, (ii) all sums, both present and future, from time to time due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union, and (iii) all payments representing or made in respect of the foregoing but does not include in any case any expansion grant or subsidy made by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union to the Company on the condition that the Company is not permitted to grant any Encumbrance over such grant or subsidy to any person</p> <p>"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires</p> <p>"PTE Debts" means (i) all book debts, both present and future, from time to time due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), and (ii) all payments representing or made in respect of the foregoing, but excluding any assets the subject of Clauses 3 1(d) or 3 1(m) of the Debenture, in each case which come into existence on or after the service by the Administrative Agent on the Borrower Representative of a Triggering Event Notice in accordance with Clause 5 6(b) (Triggering Event Notice and Notice to Account Bank following service of a Triggering Event Notice) of the Debenture</p> <p>"Receivables Accounts" means any account for the time being held with the Account Bank or any other bank, financial institution or other person which the Administrative Agent designates a Receivables Account and into which the proceeds of realisation of Debts and PTE Debts are to be paid pursuant to Clause 5 2(c) (Receivables Accounts) of the Debenture or, as the case may be, Clause 5 3(c) (Receivables Account) of the Debenture (and "Receivables Account" means any one of them)</p> <p>"Securities" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including 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</p>

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Short particulars	<p>"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2.1 (Covenant to pay) of the Debenture whereby the Company unconditionally and irrevocably covenanted that it would pay and discharge the Obligations and any other moneys and liabilities which the Company 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 Debenture shall extend to or include any liability or sum which would cause the Debenture to be unlawful or prohibited by any applicable law (including, without limitation, section 151 of the Companies Act 1985)</p> <p>"Secured Parties" means, collectively, the Lenders, the Applicable Settlement Lenders, the Contract Affiliates, the Administrative Agent and the Collateral Agent</p> <p>"Triggering Event" has the meaning given to it in the Facility Agreement</p> <p>"Triggering Event Notice" means a notice from the Administrative Agent to the Borrower Representative that a Triggering Event has occurred</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;">Annex 2 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>By Clause 3 1 (Fixed Charges) of the Debenture the Company, with full title guarantee, has charged to the Administrative Agent as a continuing security for the payment and discharge of the Secured Obligations</p> <p>(a) by way of first legal mortgage, the Properties (if any) specified in Schedule 1 (Properties) to the Debenture,</p> <p>(b) by way of first fixed charge, all Securities at the time of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest,</p> <p>(c) by way of first fixed charge, all Debts at the time of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it),</p> <p>(d) by way of first fixed charge, the proceeds of collection of all Debts and all moneys from time to time standing to the credit of the Receivables Account in respect of the Debts,</p> <p>(e) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts,</p> <p>(f) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums,</p> <p>(g) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in Clauses 3 1(c), 3 1(d), 3 1(e), 3 1(f), 3 1(k), 3 1(l) or 3 1(m) of the Debenture,</p> <p>(h) by way of first fixed charge, the goodwill and uncalled capital of the Company,</p> <p>(i) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 2 (Intellectual Property) to the Debenture,</p> <p>(j) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 2 (Intellectual Property) to the Debenture), now or from time to time hereafter owned by the Company or in which the Company may have an interest,</p>

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Short particulars	<p>(k) by way of fixed charge, the Other Debts,</p> <p>(l) by way of first fixed charge, all PTE Debts from time to time after the date of the Debenture owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it), and</p> <p>(m) by way of first fixed charge, the proceeds of collection of all PTE Debts and all moneys from time to time standing to the credit of the Receivables Account in respect of the PTE Debts</p> <p>By Clause 3 2 (Floating Charge) of the Debenture the Company, with full title guarantee, has charged to the Administrative Agent by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 3 1 (Fixed Charges) of the Debenture or otherwise pursuant to this deed or assigned under the provisions of Clause 3 4 (Assignments) of the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p> <p>By Clause 3 4 (Assignments) of the Debenture the Company, with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations, has assigned and agreed to assign to the Administrative Agent all its rights, title and interest in and to</p> <p>(a) the Debts,</p> <p>(b) the PTE Debts, and</p> <p>(c) each Receivables Account maintained by it and any moneys from time to time standing to the credit of any such account or any other account maintained with the Administrative Agent or any other person into which the proceeds of Debts and PTE Debts are from time to time paid</p> <p>NOTE</p> <p>By Clause 3 6 (Restrictions on dealing with Charged Assets) of the Debenture, the Company has agreed that to the extent not permitted by the Facility Agreement it will not</p> <p>(a) Dispose of all or any of its Properties,</p> <p>(b) Dispose of all or any of the other Fixed Charge Assets without the prior written consent of the Administrative Agent,</p> <p>(c) Dispose of its Inventory or any other Charged Asset the Disposal of which is not otherwise restricted by the express terms of this deed otherwise than for full value in the ordinary course of business,</p>

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Short particulars	<p>(d) without limiting the generality of the foregoing provisions of this Clause 3 6 (Restrictions on dealing with Charged Assets) of the Debenture, Dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or the Other Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with Clause 5 2 (Debts and Other Debts) of the Debenture,</p> <p>(e) without limiting the generality of the foregoing provisions of this Clause 3 6 (Restrictions on dealing with Charged Assets) of the Debenture, Dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the PTE Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with Clause 5 3 (PTE Debts) of the Debenture, or</p> <p>(f) 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 except a lien arising by operation of law in the ordinary course of trading over property other than land</p> <p>By Clause 6 1 (Further assurance) of the Debenture the Company has agreed that it shall if and when at any time required by the Administrative Agent acting reasonably 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 acting reasonably 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</p>