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COMPANIES FORM No. 395

Particulars of a mortgage or charge

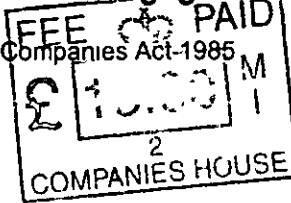
395

158834 / 78

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



3628256

Name of company

* Allinity Limited

Date of creation of the charge

24 April 2007

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

Please see Rider A attached

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

The Governor and Company of the Bank of Scotland of The Mound, Edinburgh as agent and trustee for itself and for each of the other Secured Parties (as defined in Rider A)

Postcode EH1 1YZ

Presentor's name address and reference (if any)

Dickson Minto W S
16 Charlotte Square
Edinburgh
EH2 4DF

Allinity xfd

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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ANRRLP9Y
04/05/2007
COMPANIES HOUSE

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Short particulars of all the property mortgaged or charged

Please see Rider B 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)

N/A

Signed Dickson Muir

Date 3 May 2007

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

A fee 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 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**

ALLINITY LIMITED

(Registered Number 3628256)

RIDER A - FORM 395 – COMPOSITE GUARANTEE AND DEBENTURE

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Charging Company or other Obligor to the Security Trustee and the other Secured Parties (or any of them) in connection with the Revolving Facility or any Ancillary Facility in each case only under the Senior Facilities Agreement or the relevant Ancillary Documents together with

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities,
- (b) any further advances and additional facilities which may be made by any Secured Party to any Charging Company or other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees and costs in connection therewith,
- (c) any claim for damages or restitution in the event of recession of any of those obligations or liabilities or otherwise in connection with the Finance Documents,
- (d) any claim against any Charging Company or other Obligor flowing from the recovery by any Charging Company or other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (f) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against any Charging Company or other Obligor,

in each case other than any obligations or liabilities which would, if they were guaranteed or secured pursuant to the Composite Guarantee and Debenture, constitute a breach of Section 151 of the Companies Act 1985 (as amended from time to time) by any of the Charging Companies.

Where

"Ancillary Documents"

means the Ancillary Documents as defined in the Senior Facilities Agreement,

"Ancillary Facility"

means the Ancillary Facility as defined in the

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Senior Facilities Agreement,

"Ancillary Lenders"

means the Ancillary Lenders as defined in the Senior Facilities Agreement and "Ancillary Lender" means any one of the foregoing,

"Borrower"

means a Borrower as defined in the Senior Facilities Agreement,

"Charging Companies"

means the Parent and each company listed below

Name	Registered Number
Allinity Limited	3628256
Compel Property Limited	4161428
The Brewton Group Limited	03595208
Compelreach Limited	2160617
Hire Information Technology Limited	02585601

and "Charging Company" will be construed accordingly,

"Finance Documents"

means the Finance Documents as defined in the Senior Facilities Agreement;

"Guarantor"

means a Guarantor as defined in the Senior Facilities Agreement,

"Intercreditor Deed"

means the intercreditor deed originally dated 22 September 2006 and made between the Parent, the other Obligors, the Security Trustee, the Senior Agent, the Senior Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders, the Investors, the borrower and lenders of certain intra-group loans and certain others as amended and restated by a supplemental intercreditor deed dated on or around the date of the Composite Guarantee and Debenture between, inter alia, the same parties,

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"Issuing Bank"	means the Issuing Bank as defined in the Senior Facilities Agreement,
"Lender"	means a Lender as defined in the Senior Facilities Agreement,
"Mandated Lead Arranger"	means a Mandated Lead Arranger as defined in the Senior Facilities Agreement,
"Obligor"	means a Borrower or a Guarantor,
"Parent"	means Compel Group plc, a company incorporated in England and Wales with limited liability (Reg No 02545945) having its registered office at 10 Meadway Court, Rutherford Close, Stevenage, Hertfordshire SG1 2EF,
"Revolving Facility"	means the Revolving Facility as defined in the Senior Facilities Agreement,
"Secured Liabilities"	means the obligations and liabilities secured by the Composite Guarantee and Debenture as detailed in this Rider A,
"Secured Parties"	means the Senior Finance Parties as defined or any of them as the context requires and "Secured Party" shall be construed accordingly,
"Security Trustee"	means The Governor and Company of the Bank of Scotland of The Mound, Edinburgh EH1 1YZ as agent and trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Intercreditor Deed (which expression shall include each person appointed as the Security Trustee at the date of the Composite Guarantee and Debenture or any additional security trustee appointed for the purpose of, and in accordance with, the Intercreditor Deed),
"Senior Agent"	means the Agent as defined in the Senior Facilities Agreement,
"Senior Facilities Agreement"	means the senior facilities agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) originally dated 22 September 2006 between, inter alia, 2e2 Holdings Limited, The Governor and Company of the

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Bank of Scotland (as Agent, a Mandated Lead Arranger, Issuing Bank, Lender and Security Trustee) and the Senior Lenders to make available to the Borrowers certain credit facilities (hereinafter referred to as the "**Senior Facilities**"),

"Senior Finance Parties"

means the Finance Parties as defined in the Senior Facilities Agreement, and

"Senior Lenders"

means the Lenders as defined in the Senior Facilities Agreement and "**Senior Lender**" means any one of the foregoing

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ALLINITY LIMITED

(Registered Number 3628256)

RIDER B - FORM 395 - COMPOSITE GUARANTEE AND DEBENTURE

Short particulars of all the property mortgaged or charged

- 1 Each Charging Company charges with full title guarantee with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities
 - (a) by way of first legal mortgage all estates or interests owned by it in the Legally Mortgaged Property,
 - (b) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Composite Guarantee and Debenture or at any time thereafter belonging to it (other than the Legally Mortgaged Property) together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
 - (c) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Composite Guarantee and Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
 - (d) by way of first fixed charge the Shares owned by it,
 - (e) by way of first fixed charge all its Investment Interests,
 - (f) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Composite Guarantee and Debenture or at any time belonging to it,
 - (g) by way of first fixed charge its goodwill and uncalled capital both present and future,
 - (h) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,
 - (i) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Security Trustee or any other Secured Party or with other banks, lenders, financial

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institutions or similar third parties and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Security Trustee under the Composite Guarantee and Debenture,

- (j) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Composite Guarantee and Debenture,
- (k) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Composite Guarantee and Debenture

- 2 Each Charging Company assigns with full title guarantee to the Security Trustee (as agent and trustee for the Secured Parties) as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to

- (i) the Insurance Policies; and
- (ii) the Specified Accounts,

provided that until an Enforcement Event occurs, the relevant Charging Company shall be entitled to continue to deal with the counterparties to the Insurance Policies

To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by such Charging Company under the Insurance Policies and the Specified Accounts (as the case may be) as security for the Secured Liabilities

- 3 Each Charging Company covenants that (without the prior consent of the Security Trustee) it shall not

- (a) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except for any Permitted Security, or
- (b) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets, except as permitted under the Senior Facilities Agreement

- 4 A Secured Party may set-off any matured obligation due from any Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to any Charging Company, regardless of the place of payment, booking

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branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

- 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Composite Guarantee and Debenture

Where.

"Enforcement Event" means the occurrence of an Event of Default which has caused the Agent to give notice under clause 27.20 of the Senior Facilities Agreement,

"Investment Interests" means all shares and stock in the capital of any company (other than the Shares and the entire issued share capital of Hamilton Rentals Group Limited (Registered Number 2914955) held by the Parent), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by any Charging Company or held for or on behalf of a Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,

"Insurance Policies" means the insurance policies in which a Charging Company may have an interest,

"Legally Mortgaged Property" means the freehold, leasehold and other immovable property described in Schedule 3 (The Legally Mortgaged Property) of the Composite Guarantee and Debenture together with the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to each Charged Company,

"Permitted Security" means the Permitted Security as defined in the Senior Facilities Agreement;

"Security" means the Security as defined in the Senior Facilities Agreement,

"Shares" means the shares listed in Schedule 2 (The Shares) of the Composite Guarantee and Debenture together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever; and

"Specified Accounts" means any current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Security Trustee

Terms defined in Rider A shall have the same meaning in this Rider B.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03628256

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 24th APRIL 2007 AND CREATED BY ALLINITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY OR OTHER OBLIGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR ITSELF AND FOR EACH OF THE OTHER SECURED PARTIES AND THE OTHER SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER 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 4th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 2007

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —