

MG01s

Particulars of a charge created by a company
registered in Scotland

COMPANY

Oyez

A fee is payable with this form.

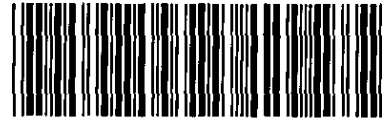
We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland.
If this, please use form MG01.

THURSDAY



SXEAQYP

SCT 20/01/2011 1
COMPANIES HOUSE
17/01/2011 49
COMPANIES HOUSE

1

Company details

Company number S C O 9 1 6 2 4
Company name in full Ashtead Technology Limited
the "Company"

Filing 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 3 0 1 2 2 0 1 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description ~~DEBENTURE~~ ~~INCORPORATING~~
Fixed and floating charge dated 30 December 2010 between the Company,
Amazon Investco Limited, Amazon Acquisitions Limited (each a "Chargor")
and Barclays Bank PLC as "Security Trustee" ("the Debenture").
All capitalised terms used herein shall have the meaning given to them in
the attached continuation pages unless defined elsewhere in this Form
MG01.

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Amount secured

Please give us details of the amount secured by the charge.

Amount secured "Secured Liabilities" in respect of each Chargor,
being all of its present and future obligations and
liabilities to the Security Trustee and each of the
Secured Parties under the Debenture, the Senior
Facilities Agreement, the Phoenix Facility
Agreement, the Mezzanine Facility Agreement and
each other Finance Document, whether actual,
contingent, sole, joint and/or several or
otherwise, including without limitation, all
obligations to indemnify the Security Trustee and
each of the other Secured Parties and including,
for the avoidance of doubt, any liability arising
from any and all amendments, supplements or
restatements of any Finance Document from time to
time including (without limitation)

See continuation page 1

Continuation page
Please use a continuation page if
you need to enter more details.

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

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 Barclays Bank PLC on behalf of the Finance Parties

Address 1 Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1. COVENANT TO PAY

~~Each-Chargor-as-primary-obligation-and-not-merely-as-surety-hereby~~
covenants with the Security Trustee that it will pay or discharge the Secured Liabilities on the respective due dates (as expressed in the Finance Documents) and in the manner provided for in the Finance Documents.

2. FIXED CHARGES

2.1 Each Chargor with full title guarantee, charges in favour of the Security Trustee as continuing security for the payment of all Secured Liabilities (whether of that or any other Chargor) by way of legal mortgage, all of its estates or interests in and to each Property.

2.2 Each Chargor, as security for the payment of all Secured Liabilities (whether of that or any other Chargor) with full title guarantee charges in favour of the Security Trustee by way of fixed legal charge:

2.2.1 (to the extent the same are not the subject of an effective mortgage under paragraph 2.1 above) all estates or interests in the Properties now belonging to it and acquired by it in the future;

2.2.2 all plant and machinery (not charged by Clause paragraphs 2.1 or 2.2.1 above) now or in the future owned by it, its interest in any such plant or machinery in its possession and all contracts, licences and warranties relating to the same;

2.2.3 the Charged Shares held now or in the future by it and/or any nominee, depositary, custodian or clearing house on its behalf together with all Related Rights;

Continued on continuation sheet 1

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ¹

Negative pledge

No Chargor shall, without the prior written consent of the Security Trustee, hold any security from any other Secured Party in respect of its liability under the Debenture. Each Chargor will hold any security held by it in breach of this provision on trust for the Security Trustee (as agent and trustee aforesaid), provided that nothing in this paragraph is intended to create a charge.

¹ In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8

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

N/A

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Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature ²

Please sign the form here.

Signature

Signature

X Freshfield Braddan, Deringer LLP X

² Signature

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

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Particulars of a charge created by a company registered in Scotland



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

Company name

FRESHFIELDS BRUCKHAUS DERINGER LLP

Address

65 FLEET STREET

LONDON

ENGLAND

Post town

UNITED KINGDOM

County/Region

Postcode

E

C

4

Y

1

H

S

Country

-DX DX-23-LONDON/CHANCERY-LANE

Telephone

020 7936 4000



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 a certified copy of the deed (if any) 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 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 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 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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Amount secured

ASTHEAD TECHNOLOGY
LIMITED (SC091624)

Please give us details of the amount secured by the charge.

Amount secured

Continuation sheet 1

any and all increases in any Facility from time to time and/or or any
increases from time to time in any liabilities in respect of any further
advances provided in respect of any other Finance Document.

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Particulars of a charge created by a company registered in Scotland



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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Particulars of a charge created by a company registered in Scotland



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Short particulars of all the property charged

ASHTON TECHNOLOGY
LIMITED (SC091624)

Please give the short particulars of the property charged.

Short particulars

Continuation sheet 1

2.2.4 to the extent the same are not charged by paragraph 2.2.3 above, the Charged Investments, held now or in the future by it and/or any nominee on its behalf together with all Related Rights;

2.2.5 all moneys (including interest) standing now or in the future to the credit of the Blocked Accounts or accruing on those accounts and all rights in relation thereto and all debts represented thereby;

2.2.6 to the extent they are not the object of an effective assignment under paragraph 2.3 all benefits in respect of Insurances (including the Keyman Policies), all claims in (and proceeds thereof) respect thereof and return of premiums in respect thereof to which the Chargor is now or may at any future time become entitled;

2.2.7 (to the extent that the same do not fall within any other sub-paragraph of this paragraph 2.2) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by them in relation to the foregoing including, for the avoidance of doubt, in each case the proceeds of the same, all liens, reservations of title, and other rights enabling the Chargor to enforce such debts;

2.2.8 its present and future beneficial interest, claim or entitlement in any pension fund;

2.2.9 its present and future goodwill;

2.2.10 the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

2.2.11 its present and future uncalled capital;

2.2.12 all its Intellectual Property;

2.2.13 (to the extent they are not subject to an effective assignment under paragraph 2.3 of this Deed) all its rights under each of the Acquisition Documents;

2.2.14 (to the extent they are not subject to an effective assignment under paragraph 2.3 of this Deed) all its rights under each of the Investment Documents;

2.2.15 (to the extent they are not subject to an effective assignment under paragraph 2.3 of this Deed) all its rights under the Occupational Leases;

Continued on continuation sheet 2

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland



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Short particulars of all the property charged

ASHAD TECHNOLOGY
LIMITED (51091624)

Please give the short particulars of the property charged.

Short particulars

Continuation sheet 2

2.2.16 (to the extent they are not subject to an effective assignment under paragraph 2.3 below) all its rights under each Hedging Agreement;
2.2.17 (to the extent they are not subject to an effective assignment under paragraph 2.3 below) all of its right, title and interest in and to the Charged Accounts and all sums from time to time standing to the credit of the Charged Accounts including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Charged Accounts and the debts represented thereby; and

2.2.18 (to the extent they are not subject to an effective assignment under paragraph 2.3 below) all its rights under any Additional Contract.

2.3 Each Chargor assigns to the Security Trustee, in each case subject to a proviso for reassignment on redemption (at the cost of the relevant Chargor):

2.3.1 all its rights under the Occupational Leases;

2.3.2 all its rights under each Hedging Agreement;

2.3.3 all its rights under the Acquisition Documents;

2.3.4 all its rights under the Investment Documents;

2.3.5 all of its right, title and interest in and to the Blocked Accounts and all sums from time to time standing to the credit of the Blocked Accounts including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Blocked Accounts and the debts represented thereby;

2.3.6 all its rights under any Additional Contract; and

2.3.7 all benefits in respect of Insurances (including the Keyman Policies), all claims in (and proceeds thereof) respect thereof and return of premiums in respect thereof to which the Chargor is now or may at any future time become entitled.

2.4 To the extent that any rights described in paragraph 2.3 above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph 2.3 shall operate as an assignment by way of security (in each case subject to a proviso for reassignment on redemption (at the cost of the relevant Chargor)) for the payment, discharge and performance of the Secured Liabilities of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.

2.5 A reference to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:

2.5.1 all buildings, erections and Fixtures on that property;

2.5.2 the proceeds of sale of any part of that property; and

2.5.3 the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in favour of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

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Particulars of a charge created by a company registered in Scotland



6	Short particulars of all the property charged	ASHROAD TECHNOLOGY LIMITED (SC091624)
	Please give the short particulars of the property charged.	
Short particulars	<p>Continuation sheet 3</p> <p>2.6 A reference to Insurances excludes any amounts received or receivable under or in connection with any third party liability Insurance required to settle a liability of a Chargor to a third party.</p> <p>3. FLOATING CHARGE</p> <p>3.1 Each Chargor with full title guarantee, as continuing security for the payment of the Secured Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee by way of a floating charge (i) all its present and future assets situated outside Scotland or governed by a body of law other than Scots law and not otherwise effectively charged or assigned by way of fixed mortgage or charge or assignment by paragraph 2 (Fixed Charges) above or by a separate security agreement, and (ii) all its assets situated in Scotland or otherwise governed by Scots law whether or not the same have been effectively assigned, mortgaged or charged in terms of the Debenture of otherwise.</p> <p>3.2 The Security Trustee may by notice to any Chargor convert the floating charges hereby created into fixed charges over all or any Security Assets specified (generally or specifically) in the notice if: (i) a Declared Default has occurred; and/or (ii) any assets specified in the notice are, in the opinion of the Security Trustee, in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise in jeopardy; and/or (iii) it considers it necessary to do so in order to protect or preserve the Security Interests over those Security Assets and/or the priority of those Security Interest.</p> <p>4. FURTHER ASSURANCE</p> <p>Each Chargor shall, following a request by the Security Trustee, forthwith, at its own expense, take whatever action the Security Trustee or a Receiver may require for:</p> <p>4.1 creating, perfecting or protecting the Security Interests or the priority of any Security Interest;</p> <p>4.2 creating and perfecting security in favour of the Security Trustee (equivalent to the security intended to be created by the Debenture) over any assets of any Chargor located in any jurisdiction outside England and Wales; and</p> <p>Continued on continuation sheet 4.</p>	

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Particulars of a charge created by a company registered in Scotland



6

Short particulars of all the property charged

ASHTHEAD TECHNOLOGY
LIMITED (SC0 91624)

Please give the short particulars of the property charged.

Short particulars

continuation sheet 4

4.3 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of the Security Assets,

in each case subject to the provisions of the Intercreditor Deed, including the execution of any transfer, conveyance, assignment or assurance of any Security Asset (whether to the Security Trustee or to its nominee or otherwise) and the giving of any notice, order or direction and the making of any registration.

This includes:

- (a) the re-execution of the Debenture;
 - (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; and
 - (c) the taking of all such action as is available to it (including giving of any notice, order or direction and the making of any filing or registration) as may be necessary,
- which, in any such case, the Security Trustee may reasonably require.

5. Negative Pledge

No Chargor shall, without the prior written consent of the Security Trustee, hold any security from any other Secured Party in respect of its liability under the Debenture. Each Chargor will hold any security held by it in breach of this provision on trust for the Security Trustee (as agent and trustee as aforesaid), provided that nothing in this paragraph 5 is intended to create a charge.

ADDITIONAL CONTINUATION PAGES

DEFINITIONS

"Accession Letter" has the meaning given to it in the Senior Facilities Agreement, the Phoenix Facility Agreement or the Mezzanine Facility Agreement as the context requires.

"Acquisition Documents" has the meaning given to it in the Senior Facilities Agreement.

"Additional Contract" means, in relation to any Chargor:

- (a) any contract or agreement specified opposite its name in Part IV (*The Additional Contracts*) of Schedule 2 to the Debenture or otherwise detailed in any Deed of Accession (as defined in the Debenture) by which it becomes a party to the Debenture;
- (b) each guarantee or other form of credit support given by any person in favour of that Chargor in relation to the obligation of a third party;
- (c) any letter of credit issued in favour of that Chargor; and
- (d) any bill or exchange or other acceptable instrument held by that Chargor.

"Ancillary Document" has the meaning given to it in the Senior Facilities Agreement.

"Ancillary Lender" has the meaning given to it in the Senior Facilities Agreement.

"Blocked Accounts" means the Mandatory Prepayment Account, the Holding Account (each as defined in the Intercreditor Deed) and such other accounts as may be nominated as such by the Security Trustee or the Relevant Agent from time to time.

"Charged Accounts" means:

- (a) all moneys (including interest) standing now or in the future to the credit of the Blocked Accounts or accruing on those accounts and all rights in relation thereto and all debts represented thereby; and
- (b) all of each Chargor's right, title and interest in and to the Blocked Accounts and all sums from time to time standing to the credit of the Blocked Accounts including all entitlements to interest and other rights and benefits accruing to or arising in connection with the Blocked Accounts and the debts represented thereby.

"Charged Investments" of each Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);

ADDITIONAL CONTINUATION PAGES

- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights;

"Charged Shares" means the shares of the Company set out in Schedule 2 of the Debenture and any other shares at any time belonging to the Company including, without limitation, any shares referred to in the Deed of Accession or the Supplemental Debenture (each as defined in the Debenture).

"Company Intra-Group Loan Agreement" has the meaning given to it in the Senior Facilities Agreement.

"Compliance Certificate" has the meaning given to it in the Senior Facilities Agreement, the Phoenix Facility Agreement or the Mezzanine Facility Agreement as the context requires.

"Declared Default" has the meaning given to it in the Debenture.

"Facility" has the meaning given to it in the Senior Facilities Agreement and/or in the Phoenix Facility Agreement and/or in the Mezzanine Facility Agreement as the context requires.

"Fee Letter" has the meaning given to it in the Senior Facilities Agreement, the Phoenix Facility Agreement and / or the Mezzanine Facility Agreement as the context requires.

"Finance Document" means the Senior Finance Documents, the Phoenix Finance Documents and the Mezzanine Finance Documents, each a Finance Document.

"Finance Parties" means the Senior Finance Parties, the Phoenix Finance Parties and the Mezzanine Finance Parties each a **"Finance Party"**.

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to this Deed all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein vested in any Chargor.

"Funding Noteholder" has the meaning given to it in the Mezzanine Facility Agreement or the Phoenix Facility Agreement as the context requires.

ADDITIONAL CONTINUATION PAGES

"Hedge Counterparty" means The Royal Bank of Scotland plc, HSBC Bank plc, BNP Paribas, London Branch and any other financial institution which becomes a hedge counterparty in accordance with the provisions of the Intercreditor Deed.

"Hedging Agreement" has the meaning given to it in the Debenture.

"Insurances" means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of any Chargor or (to the extent of the Chargor's interest) on which any chargor has an interest which definition shall include from, the avoidance of doubt the Keyman Policies.

"Intellectual Property" means all know-how, patents, trade marks, service marks, designs, utility models, business names, domain names, topographical or similar rights, copyrights (including rights in computer software), moral rights, inventions, confidential information and other intellectual property monopoly rights and all interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same);

"Intercreditor Deed" means the intercreditor agreement dated 23 June 2008 (as amended and restated on 30 December 2010 and as further amended and restated from time to time) and entered into between, amongst others, the Company, the Security Trustee, the Senior Finance Parties, the Phoenix Finance Parties and the Mezzanine Finance Parties.

"Investments" has the meaning given to it in the Intercreditor Deed.

"Investments Documents" has the meaning given to it in the Intercreditor Deed.

"Issuing Bank" has the meaning given to it in the Senior Facilities Agreement.

"Keyman Policy" has the meaning given to it in the Intercreditor Deed.

"Mezzanine Agent" means the Agent as defined in the Mezzanine Facility Agreement.

"Mezzanine Facility Agreement" means the £12,217,500 term facility agreement dated 23 June 2008 (as amended and restated on 30 December 2010 and as further amended and restated from time to time) between, amongst others, the Parent, Amazon Acquisitions Limited as original Borrower and Barclays Bank Plc as Agent and Security Trustee.

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Mezzanine Agent and the Parent.

ADDITIONAL CONTINUATION PAGES

"Mezzanine Finance Parties" means the Mezzanine Agent, Barclays Leveraged Finance (a division of Barclays Bank plc), HSBC Bank PLC, The Royal Bank of Scotland PLC and BNP Paribas, London Branch as Arranger, the Security Trustee, any Mezzanine Lender, any Funding Noteholder or a Hedge Counterparty.

"Mezzanine Lender" has the meaning given to "Lender" in the Mezzanine Facility Agreement.

"Occupational Leases" means all occupational leases or licences or other right of occupation to which any Chargor's interest in any Property may be subject from time to time.

"Parent" means the Company.

"Phoenix Agent" means the Agent as defined in the Phoenix Facility Agreement.

"Phoenix Finance Documents" means The Phoenix Facility Agreement, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, the Intercreditor Deed, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as Finance Documents by the Phoenix Agent and the Parent.

"Phoenix Finance Parties" means the Phoenix Agent, Phoenix Equity Partners Limited as Mandated Lead Arranger and as the Lender, the Security Trustee and any Funding Noteholder.

"Phoenix Facility Agreement" means the £9,000,000 term loan facility agreement dated 30 December 2010 and made between the Parent, Amazon Acquisition Limited as the Original Borrower, Phoenix Equity Partners Limited as the Agent and the Phoenix Lender and the Security Trustee.

"Property" means each property listed in Part I (*The Properties*) of Schedule 2 hereto and any other estate and/or interest in freehold, leasehold and other immovable property anywhere in the world, other than Scotland, belonging to a Chargor or in which any Chargor has an interest from time to time (in each case including all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) including, without limitation any estate and/or interest of a Chargor in any freehold, leasehold or other immovable property set out in any Deed of Accession or Supplemental Debenture, but excluding in each case Short Leasehold Properties and "Properties" shall be construed accordingly.

"Receiver" means a receiver and manager, other receiver or administrative receiver appointed in respect of the Security Assets and shall, if allowed by law, include an administrative receiver.

"Related Rights" means:

- (a) any dividend or interest payable in relation to any Charged Shares and/or Charged Investments;

ADDITIONAL CONTINUATION PAGES

- (b) any stock, shares, securities, rights;
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above.

“Relevant Agent” has the meaning given to it in the Debenture.

“Resignation Letter” has the meaning given to it in the Senior Facilities Agreement, the Phoenix Facility Agreement or the Mezzanine Facility Agreement as the context requires.

“Secured Parties” means the Finance Parties.

“Security” has the meaning given to it in the Intercreditor Deed.

“Security Assets” means all assets, rights and property of each chargor the subject of any security hereby created or intended to be created pursuant to the Debenture, any Deed of Accession or any Supplemental Debenture (each as defined in the Debenture).

“Security Interest” means all or any of the Security created or expressed to be created by the Debenture, any Deed of Accession or any Supplemental Debenture (each as defined in the Debenture).

“Selection Notice” has the meaning given to it in the Senior Facilities Agreement or the Phoenix Facility Agreement or the Mezzanine Facility Agreement as the context requires.

“Senior Agent” means the Agent as defined in the Senior Facilities Agreement.

“Senior Facilities Agreement” means the facilities agreement dated 23 June 2008 (as amended and restated on 30 December 2010 and as further amended and restated from time to time) between, amongst others, the Company, Amazon Acquisitions Limited, Ashtead Technology, Inc. and Ashtead Technology Offshore Inc. as Original Borrowers and the Senior Finance Parties.

“Senior Finance Documents” means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Senior Finance Document by the Senior Agent and the Parent.

“Senior Finance Parties” means the Senior Agent, Barclays Leveraged Finance Senior (a division of Barclays Bank plc), HSBC Bank PLC, The Royal Bank of Scotland PLC and BNP Paribas, London Branch as Arranger, the Security Trustee, any Senior Lender, Barclays Bank PLC as Issuing Bank, the Hedge Counterparties and/or any Ancillary Lender.

ADDITIONAL CONTINUATION PAGES

“Senior Lenders” has the meaning given to “Lenders” in the Senior Facilities Agreement.

“Transaction Security Document” has the meaning given to it in the Senior Facilities Agreement.

“Utilisation Request” has the meaning given to it in the Senior Facilities Agreement, the Phoenix Facility Agreement or the Mezzanine Facility Agreement as the context requires.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 91624

CHARGE NO. 17

**I HEREBY CERTIFY THAT A CHARGE CREATED BY ASHTEAD
TECHNOLOGY LIMITED**

ON 30 DECEMBER 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BARCLAYS BANK PLC

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 20 JANUARY 2011**

GIVEN AT COMPANIES HOUSE, EDINBURGH 21 JANUARY 2011



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**