

MG01

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Particulars of a mortgage or charge

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 mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

MONDAY



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LD5

19/12/2011

#54

COMPANIES HOUSE

1 Company details		For official use	
Company number	0 3 5 4 1 1 6 5	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	1ST COLLECTION SERVICES LIMITED		
2 Date of creation of charge			
Date of creation	d 1 d 5 m 1 m 2 y 2 y 0 y 1 y 1		
3 Description			
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'			
Description	Debenture dated 15 December 2011 between 1st Collection Services Limited (the Chargor) and Barclays Bank PLC as security agent (the Chargee) (the Debenture)		
4 Amount secured			
Please give us details of the amount secured by the mortgage or charge			
Amount secured	Please see continuation pages for amount secured. All capitalised terms used herein shall have the meaning given to them in the attached continuation pages unless defined elsewhere in the Form MG01.		
		Continuation page Please use a continuation page if you need to enter more details	

MG01.

Particulars of a mortgage or charge

5

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

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

Address 7th Floor, 5 The North Colonnade

Canary Wharf, London

Postcode E 1 4 4 B B

Name

Address

Postcode

6

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

1 LEGAL MORTGAGE, FIRST FIXED CHARGE, ASSIGNMENT AND FLOATING CHARGE

Pursuant to the Debenture, the Chargor

1 1 Legal mortgage has charged by way of first legal mortgage

(a) the Scheduled Property and all other Property in England or Wales now belonging to it, and

(b) to the extent that they are not the subject of a mortgage under subparagraph (a) above, by way of first fixed charge, all estates or interests now or subsequently belonging to it in, or in relation to, any Property in England and Wales (except that charged by paragraph (a) above)

1 2 First fixed charge has charged by way of first fixed charge

(a) Investments all of its Investments (including the Scheduled Investments) now or subsequently belonging to it or held by any nominee on its behalf

(b) Book Debts all rights which it may have now or subsequently in respect of any Book Debts

(c) Intellectual Property all rights in respect of Intellectual Property now or subsequently belonging to it including the Scheduled Intellectual Property

(d) Insurance all its benefits, rights and interest under or in respect of any present or future contract or policy of insurance (other than policies maintained for the benefit of third parties) and any claim or return of premium or proceeds paid or payable in relation thereto (to the extent that the same are not otherwise subject to an effective fixed charge or assignment pursuant to Clause 3 of the Debenture)

(Please see continuation pages for further short particulars)

MG01

Particulars of a mortgage or charge

7	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 <ul style="list-style-type: none">- 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	Not applicable	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature X <i>Frankfield Brinkman Design LLP</i> X This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge



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

Alice Rudira

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 the original deed 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 mortgagee or 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 mortgaged or 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 mortgage or 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
Amount secured	<p data-bbox="312 376 1139 405">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="312 427 1477 936">All present and future obligations and other liabilities of any nature of each Obligor due, owing or incurred under or in connection with the Finance Documents (or any of them) to the Security Agent and/or the Finance Parties and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with Clause 2 3 (Interest) of the Debenture), after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Obligor pursuant to the terms of the Finance Documents) incurred in connection therewith, and "Secured Liability" shall be construed accordingly (the Secured Liabilities)</p> <p data-bbox="312 972 507 994">Defined terms</p> <p data-bbox="312 1025 1493 1086">Accession Letter means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Senior Facilities Agreement.</p> <p data-bbox="312 1117 1449 1178">Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p data-bbox="312 1209 1477 1270">Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility</p> <p data-bbox="312 1301 1449 1384">Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p> <p data-bbox="312 1415 1378 1507">Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p> <p data-bbox="312 1538 1493 1653">Borrower means Hero Acquisitions Limited or a company which becomes a Borrower in accordance with Clause 30 (Changes to the Obligor) of the Senior Facilities Agreement, unless it has ceased to be a Borrower in accordance with Clause 30 (Changes to the Obligor) of the Senior Facilities Agreement</p> <p data-bbox="312 1684 1477 1776">Charged Assets means the assets from time to time which are the subject of any Security created or purported to be created by or pursuant to the Debenture and, where the context permits, the proceeds of sale of such assets</p> <p data-bbox="312 1807 1477 1868">Compliance Certificate means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Senior Facilities Agreement</p> <p data-bbox="312 1899 788 1921">Facility Agent means the Chargee</p> <p data-bbox="312 1953 916 1982">(Amount secured continuation page 1 of 4)</p>	

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured
Amount secured	<p data-bbox="316 376 1011 405">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="316 443 1342 506">Facility B means the term loan facility made available under the Senior Facilities Agreement, as further described therein</p> <p data-bbox="316 533 1342 595">Facility C means the term loan facility made available under the Senior Facilities Agreement, as further described therein</p> <p data-bbox="316 622 1342 685">Facility D means the term loan facility made available under the Senior Facilities Agreement, as further described therein</p> <p data-bbox="316 712 544 741">Fee Letter means</p> <p data-bbox="316 768 1474 891">(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Facility Agent and the Borrower setting out any of the fees referred to in Clause 17 (Fees) of the Senior Facilities Agreement, and</p> <p data-bbox="316 891 1474 981">(b) any agreement setting out fees payable to a Finance Party referred to in Clause 17 5 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement or under any other Finance Document</p> <p data-bbox="316 1008 1490 1189">Finance Documents means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Facility Agent and the Borrower</p> <p data-bbox="316 1216 1445 1312">Finance Parties means any of the Facility Agent, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender and "Finance Party" shall be construed accordingly</p> <p data-bbox="316 1339 1497 1547">Guarantor means Hero Acquisitions Limited, HSS Hire Service Holdings Limited, HSS Hire Services Finance Limited, HSS Hire Service Group Limited, Al Hire and Sales Limited, Bannagroe Limited, Laois Hire Services Limited, the Chargor and any company which becomes a Guarantor in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement, unless that company has ceased to be a Guarantor in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Senior Facilities Agreement</p> <p data-bbox="316 1574 1501 1787">Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging (a) interest rate liabilities in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent under Clause 4 1 (Initial conditions precedent) of the Senior Facilities Agreement or (b), subject to the prior approval of the Facility Agent, foreign exchange or currency exposures in relation to the Term Facilities</p> <p data-bbox="316 1814 1474 1910">Hedge Counterparty means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p data-bbox="316 1937 916 1966">(Amount secured continuation page 2 of 4)</p>

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>Hedging Letter has the meaning given to that term in Part A of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement</p> <p>Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>Intercreditor Agreement means the intercreditor agreement dated 27 July 2007 and as amended and restated on 19 November 2009 and made between, amongst others, The Borrower, Hero Midco Limited, Barclays Bank PLC as security agent, Barclays Bank PLC as facility agent, Barclays Bank PLC and Société Générale as mandated lead arrangers, the Lenders, the Ancillary Lenders and the Hedge Counterparties and to which the Chargor has acceded</p> <p>Issuing Bank means each Lender identified as an issuing bank and any other Lender which has notified the Facility Agent that it has agreed to the Borrower's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit</p> <p>Lenders means the financial institutions listed in Part B of Schedule 1 to the Senior Facilities Agreement as lenders and any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with Clause 29 (<i>Changes to the Lenders</i>) of the Senior Facilities Agreement, and "Lender" shall be construed accordingly</p> <p>Letter of Credit means</p> <p>(a) a letter of credit, substantially in the form set out in Schedule 14 (Form of Letter of Credit) of the Senior Facilities Agreement or in any other form requested by the Borrower and agreed by the Facility Agent and the Issuing Bank, or</p> <p>(b) any guarantee, indemnity or other instrument in a form requested by the Borrower and agreed by the Facility Agent and the Issuing Bank</p> <p>Obligor means a Borrower or a Guarantor</p> <p>Receiver means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets</p> <p>Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Senior Facilities Agreement</p> <p>Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Security Agent means the Chargee</p> <p>(Amount secured continuation page 3 of 4)</p>

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>Selection Notice means a notice substantially in the form set out in Part C of Schedule 3 (Requests) to the Senior Facilities Agreement (in accordance with Clause 15 (Interest Periods) of the Senior Facilities Agreement) in relation to a Term Facility</p> <p>Senior Facilities Agreement means the Senior Facilities Agreement dated 27 July 2007 as amended and restated from time to time between, inter alios, the Borrower, Hero Midco Limited, Barclays Bank PLC and Société Générale as mandated lead arrangers and Lenders and Barclays Bank PLC as Facility Agent, Security Agent and Issuing Bank and to which the Chargor has acceded</p> <p>Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985</p> <p>Term Facility means Facility B, Facility C and Facility D as defined in, and made available under, the Senior Facilities Agreement</p> <p>Transaction Security Documents means each of the documents listed as being a Transaction Security Document in paragraph 2(e) of Part A of Schedule 2 (Conditions Precedent) to the Senior Facilities Agreement and any document required to be delivered to the Facility Agent under paragraph 9 of Part B of Schedule 2 (Conditions Precedent) to the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>Utilisation Request means a notice substantially in the relevant form set out in Part A of Schedule 3 (Requests) to the Senior Facilities Agreement</p> <p>(Amount secured continuation page 4 of 4)</p>

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(e) Plant and Machinery all of its Personal Chattels now or subsequently belonging to the Chargor and its interest in any such Personal Chattels in its possession</p> <p>(f) Contracts all its rights (including, without limitation, the right to receive any compensation) now or subsequently in respect of</p> <p>(1) the Relevant Documents and any other joint venture, partnership, distributorship, building or development or similar agreement to which it is a party,</p> <p>(11) any warranty, bond, guarantee, indemnity, Security or letter of credit issued in its favour, and</p> <p>(111) any bill of exchange or any other negotiable instrument held by it, (to the extent that the same are not otherwise subject to an effective fixed charge pursuant to clauses 3 1 to 3 10 inclusive of the Debenture or to an effective security assignment under Clause 3 11 (Assignment by way of Security) of the Debenture)</p> <p>(g) Pension Fund any interest, claim or right which it has now or subsequently in respect of any pension fund or plan</p> <p>(h) Other Charges</p> <p>(1) all its uncalled capital,</p> <p>(11) all its goodwill, and</p> <p>(111) any authorisation, licence or consent in relation to any Charged Assets (including the right to receive compensation in respect thereof)</p> <p>1 3 Assignment has assigned</p> <p>(a) absolutely (subject to the right to reassignment on redemption pursuant to Clause 15 7 (Redemption) of the Debenture) to the Security Agent all its rights and interest present or future in respect of the Relevant Documents listed in Schedule 6 to the Debenture together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents, and</p> <p>(b) until the Security Agent serves a notice to the contrary, the Chargor shall be entitled to exercise all its rights in the Relevant Documents, subject to the other provisions of the Debenture</p> <p>1 4 Floating charge has charged by way of a floating charge its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture The floating charge so created by the Chargor shall</p> <p>(1) except as otherwise permitted under the other Finance Document, rank in priority to any other Security over such assets which shall subsequently be created or permitted to arise by the Chargor or any Security created by a Receiver appointed under the Debenture, and</p> <p>(11) be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>(Short particulars continuation page 1 of 4)</p>	

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 NEGATIVE PLEDGE</p> <p>Subject to clause 5 3 (Book Debts) of the Debenture, except with the consent of the Security Agent, the Chargor shall not</p> <p>(a) create or permit to be outstanding any Security over any Charged Assets save as permitted pursuant to clause 27 9 (Negative Pledge) of the Senior Facilities Agreement, or</p> <p>(b) unless required to do so by law, sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except any such transaction permitted under the Senior Facilities Agreement</p> <p>3 FURTHER ASSURANCES</p> <p>The Chargor shall, at its own expense, promptly do all such acts and things as the Security Agent may reasonably require for:</p> <p>(a) creating, registering, perfecting, maintaining or protecting the Charges,</p> <p>(b) at any time after the occurrence of an Event of Default or the Charges shall have otherwise become enforceable, creating a fixed charge or a legal assignment of Book Debts, or</p> <p>(c) facilitating the realisation of any Charge after the Charge has become enforceable or the exercise of any right, power or discretion in relation to any Charged Asset or Charge vested in the Security Agent, any Receiver or any Delegate,</p> <p>including, without limitation, the execution (including by sealing) of any transfer, assignment, mortgage, charge or Security or any document required to enable the Security Agent or its nominee to obtain legal title to any Charged Assets in circumstances in which it is entitled to obtain such legal title under the Debenture or the giving of any notice, order or direction</p> <p>Defined terms</p> <p>Acquisition Agreement means the sale and purchase agreement dated 13 June 2007 relating to the sale and purchase of the Target Shares and made between the Borrower and 3i Group PLC and the persons names as the sellers in Schedule 1 of the Acquisition Agreement</p> <p>Acquisition Document means the Acquisition Agreement, the Disclosure Letter and any other document designated as an Acquisition Document by the Facility Agent and the Borrower</p> <p>Bank Balances means the amounts now or subsequently standing to the credit of any account (including the Charged Accounts) which the Chargor has, or has an interest in, with any person (including interest) and the debts represented thereby</p> <p>(Short particulars continuation page 2 of 4)</p>

MG01.- continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Book Debts means all book and other debts and monetary claims now or subsequently due or owing to the Chargor, the proceeds of the same and the benefit of all Investments, Security and guarantees or other rights of any nature now or subsequently enjoyed or held by it in relation thereto (other than Bank Balances)</p> <p>Charged Accounts means any account which the Chargor has, or has any interest in, with any person and includes any replacement substitute or additional account from time to time</p> <p>Charged Assets means the assets from time to time which are the subject of any Security created or purported to be created by or pursuant to the Debenture and, where the context permits, the proceeds of sale of such assets</p> <p>Charges means Security from time to time created or expressed to be created by or pursuant to the Debenture</p> <p>Delegate means a delegate or sub-delegate appointed, directly or indirectly, pursuant to clause 9 3 (Delegation) of the Debenture</p> <p>Disclosure Letter means the disclosure letter described in the Acquisition Agreement</p> <p>Event of Default means any event or circumstance specified as such in clause 28 (Events of Default) of the Senior Facilities Agreement</p> <p>Fixtures means trade and other fixtures and fittings and fixed plant, machinery and other apparatus</p> <p>Group means the Borrower and its subsidiaries for the time being</p> <p>Intellectual Property means all patents, trademarks, service marks, all brand and business names, all copyrights (including any rights in computer software) and rights in the nature of copyright, all design rights, all registered designs, all logos, get-up, inventions (including any software), topography and similar rights, database rights, domain name rights, all trade secrets, know-how and all other intellectual property rights owned by the Chargor throughout the world and any interests (including by way of licence) of the Chargor in any of the foregoing (whether or not registered and including all applications for the same and any associated goodwill and all rights to bring proceedings for infringement) and all rights under any agreements entered into by or for the benefit of the Chargor relating to the use or exploitation of any such rights</p> <p>Intra-Group Loan Agreement means the agreement(s), in the agreed form, pursuant to which funds are to be lent by members of the Group to the Borrower to enable payments to be made under the Finance Documents.</p> <p>(Short particulars continuation page 3 of 4)</p>	

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Investments means

(1) any debenture, bond, share, stock, certificate of deposit or other security or investment now or in the future owned at law or in equity by the Chargor, and (11) all dividends, interest and other moneys paid or payable in respect thereof and all rights, moneys and assets related to or accruing or offered or arising thereon from time to time, whether by way of redemption, conversion, exercise of option rights, substitution, exchange, preference, bonus or otherwise

Personal Chattels means plant, machinery, equipment, goods and other personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures on Property charged under Clause 3.2 (Property) of the Debenture or stock in trade or work in progress

Property means freehold and leasehold property in England or Wales and other real estate anywhere in the world, and any reference to any charges over Property or any estate or interest therein includes a charge over

(1) the benefit of any covenant for title given or entered into by any predecessor in title of the Chargor in respect of that Property and any moneys paid or payable in respect of those covenants,

(11) all rights, easements and privileges from time to time attached or appurtenant to the Property,

(111) all buildings and Fixtures on the Property, and

(1v) the proceeds of sale of all or any part thereof

Related Property Rights means the assets referred to in paragraphs (1) to (1v) in the definition of "Property" above

Relevant Documents means the documents specified in Schedule 6 to the Debenture, the same being any Acquisition Document and any Intra-Group Loan Agreement

Scheduled Intellectual Property means the Intellectual Property described in Schedule 3 (Details of the Scheduled Intellectual Property) to the Debenture, which has been left blank

Scheduled Investments means the Investments described in Schedule 4 (Details of the Scheduled Investments) to the Debenture, which has been left blank

Scheduled Property means the Property described in Schedule 2 (Details of the Scheduled Property) to the Debenture, which has been left blank, and all Related Property Rights

Target Shares means all of the shares in HSS Hire Service Holdings Limited, a company incorporated under the laws of England and Wales with registered number 04710808

(Short particulars continuation page 4 of 4)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3541165
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15
DECEMBER 2011 AND CREATED BY 1ST COLLECTION
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO BARCLAYS BANK PLC
AND/OR THE FINANCE PARTIES AND/OR ANY RECEIVER ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2011

Dr



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES