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COMPANIES FORM No. 400

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400

Particulars of a mortgage or charge subject to which property has been acquired

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

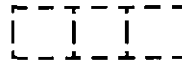
Please do not write in this margin

Pursuant to section 400 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 4)

For official use

Company number



02995468

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

Name of company

* insert full name of Company

* Fastline Limited

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

Share charge dated 11 January 2005 between Jarvis Accommodation Services Limited (the "Company") as Chargor and Barclays Bank PLC, as security agent for the benefit of the Secured Parties (the "Share Charge"), in respect of which Fastline Limited has assumed the obligations of the Company pursuant to a Deed of Confirmation and Release dated 27 April 2005.

Amount secured by the mortgage or charge See Continuation Sheet 1.

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London E14 4BB (the "Security Agent")

Short particulars of the property mortgaged or charged

See Continuation Sheets 2 to 8.

Continue overleaf as necessary

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

Slaughter and May
One Bunhill Row
London
EC1Y 8YY

(Ref: SLP/JMZI/DLKG)

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2 *LY88G4T4* 0315
COMPANIES HOUSE 28/04/05

Please do not write in this margin

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

[Empty box for short particulars of the property mortgaged or charged]

Date of the acquisition of the property 27 April 2005

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 3)

Signed Slaughter and May Designation ‡ Solicitors for the mortgagor Date 28-04-05

Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc, as the case may be, should be given.
- 2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

- 3 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Cheques and Postal Orders are to be made payable to **Companies House**.

- 4 The address of the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF14 3UZ

‡ Insert Director, Secretary, Administrator, or Administrative Receiver as appropriate

Fastline Limited
Company number: 02995468
Continuation sheet 1

The "**Liabilities**", which are defined in the Share Charge as meaning the Secured Override Liabilities and all present and future moneys, debts and liabilities (including Guaranteed Liabilities) due, owing or incurred by Jarvis Accommodation Services Limited (company number 03511197) to any of the Secured Parties under or in connection with any Finance Document (including, for the avoidance of doubt and without limitation, the New Revolving Credit Facility Agreement as it may be amended and/or the commitments thereunder may be increased from time to time) or, in the case of the Secured Override Liabilities, the Principles of Override (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Please see "Short particulars of the property mortgaged or charged" at Note (2) for all other defined terms.

Short particulars of the property mortgaged or charged

Fixed Charge

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent by way of legal mortgage, all its present and future Shares and Dividends.

Note (1): The Share Charge also contains the following restrictions and provisions:

1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 20.3 (*Negative Pledge*) of the New Revolving Credit Facility Agreement, or clause 18.3 (*Negative Pledge*) of the Bond Facility Agreement except as permitted by each clause.

2 Disposal

The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer or otherwise dispose of any Charged Asset except, in the case of Dividends, as permitted by Clause 5.4 (*Dividends before enforcement*) of the Share Charge.

3 Ranking

The legal mortgage created by the Company pursuant to the Share Charge ranks behind the Prior Ranking Security but in priority to any other Security over the Charged Assets.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Additional Secured Party" means any Institution (as defined in the Principles of Override) or other entity which becomes an Additional Secured Party in accordance with Clause 7.1 (*Assignment and Transfers by Secured Parties*) or Clause 7.2 (*Accession of Additional Secured Parties*) of the Security Agency Agreement.

"assets" includes present and future properties, revenues and rights of every description.

"Barclays Overdraft Facility Agreement" means an overdraft facility dated 17 October 2002 made between Barclays Bank plc, Jarvis plc, Jarvis Facilities Limited, Fastline Limited, Jarvis Rail Limited, Jarvis Traffic Systems Limited, Prismo Limited and Techspan Systems Limited as Borrowers, as amended from time to time.

"Bond Facility Agent" means Liberty International Underwriting Services Limited as agent under the Bond Facility Agreement.

"Bond Facility Agreement" means the agreement relating to a bond facility dated 27 August 2004 between Jarvis plc, the Original Entity Priority Companies (as defined therein), Euler Hermes Guarantee PLC and Liberty International Underwriting Services Limited, as amended from time to time.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any Security created, or expressed to be created by or pursuant to the Share Charge.

"Chargor" means the Original Chargors as defined in the Security Agency Agreement and any Extended Group Company which becomes an Additional Chargor in accordance with Clause 7.4 (*Accession of Additional Chargors or Additional Guarantors*) of the Security Agency Agreement.

"Distribution Agent" means Barclays Bank PLC in its capacity as distribution agent pursuant to the Principles of Override.

"Dividends" means, in relation to any Share, all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share.

"Extended Group" means Jarvis plc, together with any subsidiary of Jarvis plc and any Project Company (as defined in the Principles of Override) and **"Extended Group Company"** shall mean any of them.

"Fee Letter" means the letter dated on or about 27 August 2004 between the Security Agent and Jarvis plc setting out the fee referred to in Clause 2.15 (*Security agency fee*) of the Security Agency Agreement.

"Finance Documents" means:

- (a) the Security Agency Agreement;
- (b) the New Revolving Credit Facility Agreement;
- (c) the New Surety Facility Agreements;
- (d) the New Surety Bonds;
- (e) the Barclays Overdraft Facility Agreement;
- (f) the RBS Overdraft Facility Agreement;
- (h) the Security Documents;
- (i) each document defined as a **"Finance Document"** in the New Revolving Credit Facility Agreement;
- (j) each document defined as a **"Finance Document"** (other than the Deposit Agreement as defined in the Principles of Override) in the Bond Facility Agreement (and, in the case of any document becoming such a Finance Document after the date of the Bond

Facility Agreement, which the Security Agent is notified by the Bond Facility Agent has been so designated);

(k) any Fee Letter,

and any other document designated as such by the Security Agent (acting on the instructions of all the Further New Money Lenders) and Jarvis plc. A "Finance Document" or any other agreement or instrument is a reference to that document or other agreement or instrument as amended or novated but excluding any amendment or novation contrary to the Security Agency Agreement.

"Fronting Surety Providers" means Euler Hermes Guarantee PLC and Liberty International Underwriting Services Limited acting as duly authorised agent and representative of Liberty Mutual Insurance Europe Limited.

"Further New Money Lenders" means the New RCF Lenders, Barclays Bank plc as lender under the Barclays Overdraft Facility Agreement, The Royal Bank of Scotland plc as lender under the RBS Overdraft Facility Agreement and the Fronting Surety Providers and includes any successors in title, assigns and transferees of a Further New Money Lender.

"Group" means Jarvis plc and its Subsidiaries for the time being.

"guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

"Guarantee and Indemnity" means the guarantee and indemnity dated 27 August 2004 by the Original Chargors as defined therein and the Original Guarantors as defined therein in favour of the Security Agent as amended from time to time.

"Guaranteed Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Obligors to any Secured Party under or in connection with any Finance Document (including, for the avoidance of doubt and without limitation, the New Revolving Credit Facility Agreement as it may be amended and/or the commitments thereunder may be increased from time to time), in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise, as such liabilities are guaranteed by Jarvis Accommodation Services Limited pursuant to the Guarantee and Indemnity.

"indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent.

"New RCF Agent" means Barclays Bank PLC in its capacity as agent pursuant to the New Revolving Credit Facility Agreement and includes any successors in title, assigns and transferees of the New RCF Agent.

"New RCF Lenders" means the Original New RCF Lenders and such other bank, financial institution, trust, fund or other entity which may accede as a lender pursuant to Clause 23 of the New Revolving Credit Facility Agreement and which has acceded to the Security Agency Agreement as an Additional Secured Party.

"New Revolving Credit Facility Agreement" means the on demand revolving credit facility dated 27 August 2004 between Jarvis plc, the Original Lenders as defined therein, the New RCF Agent and the Security Agent, as amended from time to time.

"New Surety Bonds" means any indemnity, bond or guarantee provided by a Fronting Surety Provider on or after 21 May 2004 and prior to the Override Expiry Time up to an aggregate value of £9,000,000 at the request of a Group Company.

"New Surety Facility Agreements" means the Bond Facility Agreement and any document, agreement or instrument entered into between an Obligor and a Fronting Surety Provider in connection with the issue of New Surety Bonds, including any indemnities, guarantees or counter-indemnities pursuant to deeds of indemnity given by an Extended Group Company in respect of the New Surety Bonds.

"Noteholders" means Massachusetts Mutual Life Insurance Company, C.M. Life Insurance Company, Teachers Insurance and Annuity Association of America, The Prudential Insurance Company of America, Allstate Life Insurance Company, American Heritage Life Insurance Co, New York Life Insurance Company, New York Life Insurance and Annuity Corporation, United of Omaha Life Insurance Company and Companion Life Insurance Company.

"Obligor" means any Chargor, any Guarantor (as defined in the Guarantee and Indemnity) and any other Extended Group Company which is a party to any Finance Document and includes any successors in title, assigns and transferees of an Obligor.

"Original New RCF Lenders" means Barclays Bank PLC and The Royal Bank of Scotland plc.

"Override Secured Parties" means each of the Stakeholder Representatives, Distribution Agent and Noteholders.

"Party" means a party to the Share Charge and includes any successors in title, assigns and transferees of a Party.

a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Principles of Override" means the Principles of Override dated 2 July 2004 between *inter alia* Jarvis plc, the members of the Group named therein (including the Company) and the Institutions as defined therein, as extended and amended from time to time.

"Prior Ranking Security" means:

- (a) the Security created pursuant to the share charge dated 27 August 2004 created by the Company in favour of the Security Agent; and
- (b) the Security created pursuant to the share charge dated 15 December 2004 created by the Company in favour of the Security Agent.

"RBS Overdraft Facility Agreement" means an overdraft facility dated 28 March 2002 made between The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc, Jarvis plc as Parent and Jarvis Construction (UK) Limited, Jarvis Rail Limited, Jarvis Projects Limited, Jarvis Training Management Limited, the Company, On Track Plant Limited and Jarvis (Scotland) Limited as Overdraft Group, as amended from time to time.

"Secured Override Liabilities" means all present and future:

- (a) fees, costs and expenses of the Distribution Agent;
- (b) fees, costs and expenses of the Stakeholder Representatives pursuant to the Principles of Override; and, fees costs and expenses pursuant to Section 15.1 of the Note Purchase Agreements (as defined in the Principles of Override) and a letter of engagement between Jarvis plc and Bingham McCutchen LLP dated 2 June 2004 but only to the extent such fees, costs, and expenses relate to the performance by Bingham McCutchen LLP of its obligations as 'Stakeholder Representative' (as defined in the Principles of Override) under or in connection with the Principles of Override; and
- (c) hedging compensation fees owed to any Noteholders as set out in part A of Schedule 6 to the Principles of Override,

in each case due, owing or incurred by any Obligor to any of the Override Secured Parties under or in connection with the Principles of Override.

"Secured Parties" means the Security Agent, the New RCF Agent, Bond Facility Agent, the Override Secured Parties, the Further New Money Lenders and any Additional Secured Party and includes any successors in title, assigns and transferees of any of the Secured Parties (and **"Secured Party"** means any of them).

"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 or any guarantee or indemnity.

"Security Agency Agreement" means the security agency agreement dated 27 August 2004 between Jarvis plc, the Chargors as defined therein, the Guarantors as defined therein, the Security Agent and the Secured Parties, as amended from time to time.

"Security Agent" means Barclays Bank PLC in its capacity as Security Agent for the Secured Parties pursuant to the Security Agency Agreement and includes any successors in title, assigns and transferees of the Security Agent.

"Security Documents" means:

- (a) the fixed and floating security document dated of even date with the Share Charge granted by On Track Plant Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (b) the fixed charge dated of even date with the Share Charge between Jarvis plc, the Jarvis Rail Limited, Jarvis Estates Limited, Fastline Limited, Jarvis Estates (York) Limited, Norman Smith (Congleton) Limited, Prismo Limited and Jarvis Property Company Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (c) the Share Charge;
- (d) the fixed and floating security document dated 15 December 2004 granted by On Track Plant Limited in favour of Security Agent (on behalf of the Secured Parties);
- (e) the share charge dated 15 December 2004 granted by the Company over its shares in Jarvis Plant Hire (Holdings) Limited in favour of the Security Agent (on behalf of the Secured Parties);

- (f) the fixed charge dated 15 December 2004 granted by Jarvis plc, Jarvis Estates Limited, Jarvis Rail Limited, Fastline Limited, Jarvis Estates (York) Limited, Norman Smith (Congleton) Limited, Prismo Limited and Jarvis Property Company Limited in respect of certain real property in favour of the Security Agent (on behalf of the Secured Parties);
- (g) the fixed and floating security document dated 27 August 2004 granted by On Track Plant Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (h) the fixed and floating security document dated 27 August 2004 granted by Monument Infrastructure Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (i) the share charge dated 27 August 2004 granted by the Company over its shares in Jarvis Plant Hire (Holdings) Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (j) the share charge dated 27 August 2004 granted by Jarvis plc over its shares in Monument Infrastructure Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (k) the securities account pledge agreement dated 27 August 2004 by Streamline International Limited over its shares in Prosign S.A. in favour of the Security Agent (on behalf of the Secured Parties);
- (l) the deed of pledge dated 27 August 2004 by Streamline International Limited over its shares in Veluvine B.V. in favour of the Security Agent (on behalf of the Secured Parties);
- (m) the fixed charge dated 27 August 2004 granted by Jarvis plc, Jarvis Estates Limited, Jarvis Rail Limited, Fastline Limited, Jarvis Estates (York) Limited, Norman Smith (Congleton) Limited, Prismo Limited and Jarvis Property Company Limited in respect of certain real property in favour of the Security Agent (on behalf of the Secured Parties);
- (n) Guarantee and Indemnity; and
- (o) the fixed charge over accounts dated 27 August 2004 granted by Jarvis plc in favour of the Security Agent (on behalf of the Secured Parties),

and any other document that may at any time be given as Security for any of the Liabilities pursuant to or in connection with the Finance Documents (excluding the Deposit Agreement as defined in the Principles of Override).

"Shares" of the Company means:

- (a) all present and future shares in Jarvis Plant Hire (Holdings) Limited, including the shares issued and outstanding at the date of the Share Charge described in Schedule 2 (*Shares*) of the Share Charge (See Note 3) ;
- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, 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 any rights against any such person); and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

Fastline Limited
Company number: 02995468
Continuation sheet 8

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Stakeholder Representatives" means Barclays Bank PLC, The Royal Bank of Scotland plc, Liberty International Underwriting Services Limited acting as duly authorised agent and representative of Liberty Mutual Insurance Europe Limited and Travelers Casualty and Surety Company of Europe Limited.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

Note (3): The Shares specified in Schedule 2 (*Shares*) to the Share Charge are as follows:

Jarvis Plant Hire (Holdings) Limited

Issued Share Capital: £2.00 divided into two ordinary shares with the nominal value of £1.00 each.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02995468

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE FOR ALL MONIES DUE OR TO BECOME DUE FROM JARVIS ACCOMMODATION SERVICES LIMITED TO ANY OF THE SECURED PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE SECURED ON THE PROPERTY ACQUIRED BY FASTLINE LIMITED ON THE 27th APRIL 2005 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th MAY 2005.

CRH
LLC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —