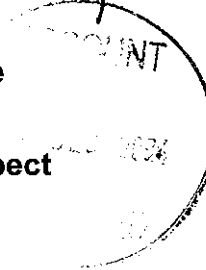


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COMPANIES FORM No. 395

Particulars of a mortgage or charge

ACND/00400160/10



395

A fee of £10 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

113

02995468

Name of company

* Fastline Limited (the "Chargor")

Date of creation of the charge

29 November 2004

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

Fixed Charge dated 29 November 2004 between the Chargor and Network Rail Infrastructure Limited as Chargee (the "Security Agreement")

Amount secured by the mortgage or charge

The "Liabilities" which are defined in the Security Agreement as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor or JAS to the Chargee under the DTS Rental Agreements and all other obligations of the Chargor or JAS to the Chargee under the DTS Rental Agreements whether arising before, on or after termination of them.

Please see "short particulars of all property mortgaged or charged" at Note 2 for all other defined terms.

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

Network Rail Infrastructure Limited
40 Melton Street, London

Postcode NW1 2EE

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

Slaughter and May
One Bunhill Row
London
EC1Y 8YY
(Ref: GESS/JMZI)

GESSJMZI\Fastline Limited.ldd

Time critical reference

For official Use
Mortgage Section

Post room



CHFP025

Please do not write in this margin

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

*insert full name of Company

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Signed *Slingshot and May* Date *7* December 2004

On behalf of ~~[company]~~ ~~[mortgagee or chargee]~~ the Chargor

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Name of Company

Fastline Limited

Company Number

02995468

Short particulars of all the property mortgaged or charged

The Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Chargee by way of first fixed charge all of the Charged Assets.

Note (1): The Security Agreement also contains the following restrictions and provisions:

1. Security

The Chargor shall not without the prior written consent of the Chargee create or permit to subsist any Security over any Charged Asset.

2. Disposal

The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer, lend or otherwise dispose of any Charged Asset except for the DTS Rental Agreement to which the Chargor is a party or as may otherwise be permitted in writing by the Chargee.

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

“**assets**” includes present and future properties, revenues and rights of every description.

“**Charged Assets**” means the assets listed in Schedule 2 to the Security Agreement or any part of those assets. [See Note (3)]

“**DTS Rental Agreements**” means the two agreements of even date with the Security Agreement:

- (a) between the Chargor and the Chargee for the supply of the Charged Assets; and
- (b) between JAS and the Chargee for the supply of Dynamic Track Stabilisers Nos. 72203, 72206, 72208 and 72209.

“**JAS**” means Jarvis Accommodation Services Limited (registered in England with No. 03511197).

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.

“**Security**” means a mortgage, charge, pledge, lien (other than any lien arising by operation of law) or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Name of Company**Company Number**

Fastline Limited

02995468

Note (3): The assets listed in Schedule 2 (THE CHARGED ASSETS) to the Security Agreement are as follows:

FASTLINE LIMITED

Machine number

Description

72201

Dynamic Track Stabiliser

CC043360142

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 FIXED CHARGE DATED THE 29th NOVEMBER 2004 AND CREATED BY FASTLINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR JAS TO NETWORK RAIL INFRASTRUCTURE LIMITED 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 8th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th DECEMBER 2004.

Handwritten initials: HC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —