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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

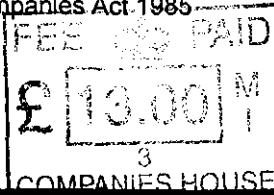
# 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)



For official use

Company number

8516/13  
02995468

Name of company

\* Fastline Limited (the Company)

Date of creation of the charge

27th May, 2005

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

Share charge dated 27th May, 2005 created by the Company in favour of Barclays Bank PLC acting as Security Agent (the Deed).

Amount secured by the mortgage or charge

The Secured Override Liabilities and all present and future moneys, debts and liabilities (including Guaranteed Liabilities) due, owing or incurred by the Company to any of the Secured Parties under or in connection with any Finance Document (including, for the avoidance of doubt and without limitation, the JPM Term Facility Agreement and the DB Facilities Agreement as each may be amended, amended and restated, supplemented or otherwise modified 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) (the Liabilities).

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London as security agent for the benefit of the Secured Parties (the Security Agent)  
Postcode E14 4BB

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

Allen & Overy LLP  
40 Bank Street  
Canary Wharf  
London E14 5NR  
Ref: DJC/MONI/12018-01566  
BK:2765702.1 & BK:2765572.1

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD2 \*L09EB63S\* 0454  
COMPANIES HOUSE 13/06/05

Short particulars of all the property mortgaged or charged

See Continuation Sheets 1-11.

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)

Nil

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)*

Signed Allen & Ovey LLP

Date 10th June 2007

On behalf of ~~XXXXXX~~ ~~XXXXXX~~ (chargee) †

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

## Short particulars of all the property mortgaged or charged

### 1. MORTGAGE OF SHARES

The Company, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Security Agent (for the benefit of the Secured Parties) by way of legal mortgage all its present and future Shares and Dividends.

### 2. RANKING

The legal mortgage created by the Company pursuant to Clause 3.1 (*Mortgage of Shares*) of the Deed ranks behind the Prior Ranking Security but in priority to any other Security over the Charged Assets.

### 3. SECURITY

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clause 19.3 (*Negative pledge*) of the JPM Term Facility Agreement, or Clause 18.3 (*Negative pledge*) of the Bond Facility Agreement or Clause 19.3 (*Negative pledge*) of the DB Facilities Agreement, except as permitted by each clause.

### 4. 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 Deed.

### 5. VOTING BEFORE ENFORCEMENT

Subject to Clause 5.3 (*Voting after enforcement*) of the Deed, the Company shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share as it sees fit where:

- (a) it does so for a purpose not inconsistent with any Finance Document; and
- (b) the exercise of or failure to exercise those rights would not, or would not reasonably be likely to, have an adverse effect on the value of the relevant Shares or the Charged Assets and would not, or would not reasonably be likely to otherwise prejudice the interests of any Secured Party under any Finance Document.

### 6. VOTING AFTER ENFORCEMENT

At any time while an Enforcement Event is continuing:

- (a) the Security Agent shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share as it sees fit as proxy for and in the name of the Company; and
- (b) the Company shall comply or procure the compliance with any directions of the Security Agent in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

**7. DIVIDENDS BEFORE ENFORCEMENT**

Subject to Clause 5.5 (*Dividends after enforcement*) of the Deed, the Company is entitled to retain any cash income derived from the Shares and the Security Agent shall (or, as the case may be, ensure that its nominee shall) pay the same to the Company or as it may direct.

**8. DIVIDENDS AFTER ENFORCEMENT**

At any time while an Enforcement Event is continuing the Security Agent (or, as the case may be, its nominee) shall be entitled to retain any Dividend received by it and apply the same as the Security Agent sees fit.

**9. GENERAL UNDERTAKINGS**

The Company shall not do, or permit to be done, anything which would or would be reasonably likely to prejudice the Charges.

**10. CONTINUING SECURITY**

Subject to Clause 15 (*Discharge of Security*) of the Deed, the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

**11. ADDITIONAL SECURITY**

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

**12. TACKING**

Each Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

**DEFINITIONS**

In this Form 395:

**Additional Secured Party** means any Institution 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.

**Amendment Letter No. 12** means Amendment Letter No. 12 to the Principles of Override dated on or about 27 May 2005 between, amongst others, each of the Institutions.

**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 on or about the date of the Security Agency Agreement between Jarvis, the Original Entity Priority Companies (as defined therein), Euler Hermes Guarantee PLC and Liberty International Underwriting Services Limited.

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

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**Company No02995468**  
**Continuation Sheet 3**

**Charges** means all or any of the Security created or expressed to be created by or pursuant to the Deed.

**Chargor** means:

- (a) the companies listed in Part 1 of Schedule 1 (*Original Chargors*) of these continuation sheets; and
- (b) each Extended Group Company (as defined in the Security Agency Agreement) which becomes an additional chargor in accordance with Clause 7.4 (*Accession of Additional Chargors or Additional Guarantors*) of the Security Agency Agreement.

**DB Facilities Agent** means the Agent (as defined in the DB Facilities Agreement).

**DB Facilities Agreement** means the facilities agreement dated 27 May, 2005 between Jarvis as borrower, the Lenders (as defined therein) as lenders and Deutsche Bank AG London as agent for the Lenders thereunder, as the same may be amended, modified, supplemented or restated and in effect from time to time.

**DB Lenders** means, initially, Deutsche Bank AG London and such other bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to which rights may be assigned pursuant to and in accordance with the terms of the DB Facilities Agreement.

**Distribution Agent** means Barclays Bank PLC as distribution agent under 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.

**Enforcement Event** means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Obligor; or
- (b) an Event of Default.

**Event of Default** means any event of default or analogous event howsoever defined in a Finance Document including, without limitation, the failure to pay on the date due any amount payable pursuant to a Finance Document at a place and in the currency in which it is expressed to be payable.

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

**Finance Documents** means:

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**Company No02995468**  
**Continuation Sheet 4**

- (a) the Security Agency Agreement;
- (b) the New Revolving Credit Facility Agreement;
- (c) the New Surety Facility Agreement (as defined in the Security Agency Agreement);
- (d) the New Surety Bonds (as defined in the Security Agency Agreement);
- (e) the Barclays Overdraft Facility Agreement (as defined in the Security Agency Agreement);
- (f) the RBS Overdraft Facility Agreement (as defined in the Security Agency Agreement);
- (g) the Security Documents;
- (h) each document defined as a "Finance Document" in the New Revolving Credit Facility;
- (i) each document defined as a "Finance Document" (other than the Deposit Agreement (as defined in the Security Agency Agreement)) 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);
- (j) any Fee Letter,

and any other document designated as such by the Security Agent including, for the avoidance of doubt, the DB Facilities Agreement (acting on the instructions of all the Further New Money Lenders and Jarvis).

**Further New Money Lenders** has the meaning given to it in the Security Agency Agreement.

**Group** means Jarvis and its Subsidiaries for the time being.

**Guarantee and Indemnity** means the guarantee and indemnity dated on or about the date of the Security Agency Agreement by the Original Chargors and the Original Guarantors in favour of the Security Agent.

**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 (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 the Company pursuant to the Guarantee and Indemnity.

**Guarantor** means:

- (a) the companies listed in Part 2 of Schedule 1 (*Original Guarantors*) of these continuation sheets; and
- (b) each Extended Group Company (as defined in the Security Agency Agreement) which becomes an additional guarantor in accordance with Clause 8.3 (*Accession of Additional Guarantors*) of the Guarantee and Indemnity.

**Institution** has the meaning given to it in the Principles of Override.

**Jarvis** means Jarvis PLC, a company incorporated in England & Wales with company number 02238084.

**JPM Term Facility Agreement** means the term facility agreement dated 3 March, 2005 as amended and restated on 22 March, 2005, 27 April, 2005 and as subsequently amended and restated on or about 27 May, 2005 between Jarvis, as borrower, and JPMorgan Chase Bank N.A. as lender, as the same may be further amended, amended and restated, modified or supplemented and in effect from time to time.

**New French Share Pledge** means the Securities Account Pledge Agreement (together with the related "*Déclaration de Gage*") to be granted by Streamline International Limited pursuant to Clause 4.3 (*Conditions Subsequent*) of the DB Facilities Agreement, pursuant to which the latter shall grant a second ranking pledge over its shares in Prosign S.A. in favour of the DB Lenders and the JPM Term Facility Lenders.

**New RCF Agent** means Barclays Bank PLC as agent to the lenders under the New Revolving Credit Facility Agreement.

**New Revolving Credit Facility Agreement** means the £25,000,000 on demand revolving credit facility dated on or about the date of the Security Agency Agreement between Jarvis, the Original Lenders named therein, Barclays Bank PLC as agent and Barclays Bank PLC as Security Agent.

**Note Purchase Agreements** has the meaning given to it in the Principles of Override.

**Noteholders** means the companies listed in Part 4 of Schedule 1 (*Noteholders*) of these continuation sheets.

**Obligor** means any Chargor, any Guarantor and any other Extended Group Company (as defined in the Security Agency Agreement) which is a party to any Finance Document.

**Original Chargors** means the companies listed in Part 1 of Schedule 1 (*Original Chargors*) of these continuation sheets.

**Original Guarantors** means the companies listed in Part 2 of Schedule 1 (*Original Guarantors*) of these continuation sheets.

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

**Principles of Override** means the Principles of Override dated 2 July 2004 between the Company, certain lenders, various other institutions and certain subsidiaries of the Company, as amended or restated from time to time (including, without limitation, by the Extension Agreement, and the Further Amendment Documents (including, without limitation, Amendment Letter No.12), and as amended and restated by the First Amendment Agreement and the Second Amendment Agreement (in each case, as defined in the Principles of Override)).

**Prior Ranking Security** means:

- (a) the Security created pursuant to the share charge dated 27 August, 2004 created by Jarvis Accommodation Services Limited in favour of the Security Agent;
- (b) the Security created pursuant to the share charge dated 15 December, 2004 created by Jarvis Accommodation Services Limited in favour of the Security Agent;
- (c) the Security created pursuant to the share charge dated 11 January, 2005 created by Jarvis Accommodation Services Limited in favour of the Security Agent;

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- (d) the Security created pursuant to the share charge dated 3 March, 2005 created by Jarvis Accommodation Services Limited in favour of the Security Agent;
- (e) the Security created pursuant to the share charge dated 22 March, 2005 created by Jarvis Accommodation Services Limited in favour of the Security Agent; and
- (f) the Security created pursuant to the share charge dated 27 April, 2005 created by the Company in favour of the Security Agent.

**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 and a letter of engagement between the Company 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;
- (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 an 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 including, for the avoidance of doubt, the DB Facility Agent and the DB Lenders (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 as amended, amended and restated, supplemented or otherwise modified from time to time between Jarvis, the Chargors, the Guarantors, the Security Agent and the Secured Parties.

**Security Documents** means:

- (a) Fixed and Floating Security Document dated on or about the date of the Security Agency Agreement granted by On Track Plant Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (b) Fixed and Floating Security Document dated on or about the date of the Security Agency Agreement granted by Monument Infrastructure Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (c) Share Charge dated on or about the date of the Security Agency Agreement granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of the Security Agent (on behalf of the Secured Parties);



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- (d) Share Charge dated on or about the date of the Security Agency Agreement granted by Jarvis Accommodation Services Limited over its shares in Jarvis Plant Hire (Holdings) Limited in favour of the Security Agent (on behalf of the Secured Parties);
- (e) Securities Account Pledge Agreement dated on or about the date of the Security Agency Agreement by Streamline International Limited over its shares in Prosign S.A. in favour of the Security Agent (on behalf of the Secured Parties);
- (f) Deed of Pledge dated on or about the date of the Security Agency Agreement by Streamline International Limited over its shares in Veluvine B.V. in favour of the Security Agent (on behalf of the Secured Parties);
- (g) Fixed Charge dated on or about the date of the Security Agency Agreement granted by Jarvis, Jarvis Estates Limited, Jarvis Facilities limited, Jarvis 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);
- (h) Guarantee and Indemnity;
- (i) Fixed Charge over accounts dated on or about the date of the Security Agency Agreement granted by Jarvis in favour of the Security Agent (on behalf of the Secured Parties);
- (j) Charge over Accounts dated 29 January 2005 granted by Jarvis as the Chargor in favour of Barclays Bank plc as the Distribution Agent;
- (k) the New French Share Pledge; and
- (l) the W140 Contract Security Assignment.

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).

**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 Deed described in Schedule 2 (*Shares*) of these continuation sheets;
- (b) all rights relating to any of those shares 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 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,

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 the companies listed in Part 3 of Schedule 1 (*Stakeholder Representatives*) of these continuation sheets.

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

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Continuation Sheet 8

**W140 Contract Security Assignment** means the security assignment dated on or about the date of Amendment Letter No.12 granted by Jarvis Rail Limited (formerly Jarvis Facilities Limited) in favour of the Security Agent (on behalf of the Secured Parties) in respect of certain contractual claims.

**SCHEDULE 1**

**THE PARTIES**

**PART 1**

**THE ORIGINAL CHARGORS**

<i>Chargor</i>	<i>Company Number</i>
Jarvis plc	02238084
Streamline International Limited	02693608
Jarvis Accommodation Services Limited (previously Jarvis Workspace FM Limited)	03511197
Jarvis Estates Limited	01534076
Jarvis Rail Limited (previously Jarvis Facilities Limited)	02995419
Jarvis Fastline Limited	02995454
Prismo Limited	00871451
On Track Plant Limited	03382275
Monument Infrastructure Limited	05192031
Jarvis Estates (York) Limited	03627453
Norman Smith (Congleton) Limited	00885287
Jarvis Property Company Limited	00653109

**PART 2**

**THE ORIGINAL GUARANTORS**

<i>Guarantor</i>	<i>Company Number</i>
Jarvis plc	02238084
Jarvis Construction (UK) Limited	02833805
Jarvis Training Management Limited	02354200
Jarvis Projects Limited	02938062
Jarvis Property Company Limited	00653109
Jarvis Estates Limited	01534076
Jarvis Rail Limited (Jarvis Facilities Limited)	02995419
Jarvis Fastline Limited	02995454
Fastline Limited	02995468
Jarvis Fastline Group Limited	3023442

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<i><b>Guarantor</b></i>	<i><b>Company Number</b></i>
Northern Track Renewals Company Limited	02995377
Scotland Track Renewals Company Limited	02999827
Fastline Holdings Limited	03159238
Streamline Europe Limited	00261332
Jarvis Traffic Systems Limited (previously Jarvis Streamline Limited)	02747910
Streamline International Limited	02693608
Streamline (UK) Limited	02674447
Prismo Limited	00871451
On Track Plant Limited	03382275
SCTRCO Limited	03155621
Jarvis Accommodation Services Limited (previously Jarvis Workspace FM Limited)	03511197
Jarvis JNP Limited	04116181
Jarvis LUL Limited	04148706
Jarvis Tube Limited	04602483
Jarvis Facilities Limited (previously Jarvis Rail Limited)	02307243
Techspan Systems Limited	01412202
Jarvis (Scotland) Limited	SC0043285
Shephard Hill Civil Engineering Limited	02554371
Jarvis Plant Limited	02554365
Safety and Health Management Limited	02554523
Jarvis Developments Limited	01452094
Maplestone Limited (formerly known as Fairbeech Limited)	01584972
Old Borough Holdings Limited	01722549
J Jarvis & Sons Limited	00096226
NIMCO Limited	03159117
Relayfast Limited	SCO160630
WTRCO Limited	03159034
Jarvis Highway Maintenance Limited	0892630
NTRCO Limited	03159107
Jarviscare Limited	02945993
Jarvis International Limited	02554280

<b>Guarantor</b>	<b>Company Number</b>
Monument Infrastructure Limited	05192031
Jarvis Estates (York) Limited	03627453
Norman Smith (Congleton) Limited	0885287

**PART 3**

**THE STAKEHOLDER REPRESENTATIVES**

1. Barclays Bank PLC
2. The Royal Bank of Scotland PLC
3. Liberty International Underwriting Services Limited acting as duly authorised agent and representative of Liberty Mutual Insurance Europe Limited
4. Travelers Casualty and Surety Company of Europe Limited

**PART 4**

**NOTEHOLDERS**

1. Massachusetts Mutual Life Insurance Company
2. C.M. Life Insurance Company
3. Teachers Insurance and Annuity Association of America
4. The Prudential Insurance Company of America
5. Allstate Life Insurance Company
6. American Heritage Life Insurance Co
7. New York Life Insurance Company
8. New York Life Insurance and Annuity Corporation
9. United of Omaha Life Insurance Company
10. Companion Life Insurance Company

**SCHEDULE 2**

**SHARES**

**Jarvis Plant Hire (Holdings) Limited**

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

## Documents List as at 26 May 9 June 2005

### Project Mallard – Artesian Finance II plc

Documents	Status of Documents
<b>Borrower Documents</b>	
Pre Novation Loan	Draft circulated 26.05.05
Transfer Certificate	Draft circulated 26.05.05
Post Novation Loan	Draft circulated 26.05.05
Borrower Authorised Loan Facility	Revised draft to be circulated
Issuer Deed of Accession to the Borrower STID	<u>Draft circulated 08.06.05</u>
Issuer Security Trustee Deed of Accession to the Borrower STID	<u>Draft circulated 08.06.05</u>
Issuer and Issuer Security Trustee Notice of Accession to the Borrower STID	<u>Draft circulated 08.06.05</u>
RBS Deed of Accession to the Borrower STID (re Borrower ALF)	Draft circulated 24.05.05
RBS Notice of Accession to the Borrower STID (re Borrower ALF)	Draft circulated 24.05.05
<u>RBS Accession Memorandum to the Issuer STID (re swap)</u>	<u>Draft circulated 08.06.05</u>
Linklaters' accession opinion in respect of the Issuer and the Issuer Security Trustee – enforceability	<u>Draft circulated 09.06.05</u>
Linklaters' accession opinion in respect of RBS (re Borrower ALF)	Draft circulated 24.05.05
Linklaters' accession opinion in respect of RBS (re swap)	<u>Draft circulated 08.06.05</u>
<u>Linklaters' accession opinion in respect of the Issuer – capacity</u>	<u>Draft circulated 09.06.05</u>
Dundas & Wilson capacity opinion in respect of RBS (re Borrower ALF)	Draft circulated 26.05.05
Dundas & Wilson capacity opinion in respect of RBS (re swap)	<u>Draft circulated 06.06.05</u>
Notices from the Borrower Security Trustee in respect of <u>RBS's the accessions to the Borrower STID (re Borrower ALF)</u>	Draft circulated 24.05.05
<u>Notice from the Borrower Security Trustee in respect of the Issuer's and Issuer Security Trustee's accession to the Borrower STID</u>	<u>Draft circulated 08.06.05</u>
Linklaters' Transaction Opinion	<u>Draft circulated 06.06.05</u>
A&O Borrower Opinion	

<b>Documents</b>	<b>Status of Documents</b>
Loan Signing and Closing Agenda	Draft circulated 27.05.05
Issuer Power of Attorney	
FSA CP Satisfaction Letter	
Deed of amendment to the Mid Kent STID	<u>Draft circulated 06.06.05</u>
<b>Bond Documents</b>	
Subscription Agreement	<u>Draft circulated 31.05.05</u>
Temporary Global Bond	
Indemnification Agreement	<del>Draft to be circulated</del> 27.05.05
ISDA Master Agreement, Schedule and Confirmation and Credit Support Annex	
Bond Insurance and Indemnity Agreement in respect of the Series 5 bonds	<del>Draft to be circulated</del> 27.05.05
Bond Policy and endorsements in respect of the Series 5 bonds	<del>Draft to be circulated</del> 27.05.05
Hedge Insurance and Indemnity Agreement	<del>Draft to be circulated</del> 27.05.05
Hedge Policy and endorsement	<del>Draft to be circulated</del> 27.05.05
Supplementary Listing Particulars/Pricing Supplement	Draft prepared. To be submitted to UKLA <u>01.06.05</u>
Schedule 3B - Application for admission of securities to the Official List of the UKLA	Draft prepared. To be submitted to UKLA
Form 1 - Application for Admission of Securities to Trading	Draft prepared
5.12(b)(ii) Letter - Authorised Adviser's Letter	Draft prepared. To be submitted to UKLA
Agent of Authorised Adviser Letter	Draft prepared. To be sent to RBS for execution
Formal Notice	Draft prepared. To be submitted to UKLA
UKLA checklists	Draft prepared. To be submitted to UKLA
Consent of the Arranger to the publication of the Supplementary Listing Particulars	
Written confirmation that the Bond Policy will be executed	
Linklaters' opinion in respect of Series 5	<u>Draft circulated 06.06.05</u>
Linklaters' tax opinion in respect of Series 5	
Linklaters' FSA opinion in respect of the Artesian Finance II plc loan and the Series 5 bonds	Draft to be circulated 27.05.05



<b>Documents</b>	<b>Status of Documents</b>
Linklaters' FSA opinion in respect of the hedge policy	Draft to be circulated 27.05.05
FSA general counsel opinion in respect of the Artesian Finance II plc loan and the Series 5 bonds	
FSA general counsel opinion in respect of the hedge policy	
Bond Signing and Closing Agenda	Draft circulated 27.05.05
Bond Trustee Power of Attorney	
Notice of satisfaction of CPs in respect of the Subscription Agreement	
FSA Premium Fee Letter	
Issuer Board Minutes	Draft circulated 31.05.05
<b>Other</b>	
Conditions Precedent Checklist	

**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 DATED THE 27th MAY 2005 AND CREATED BY FASTLINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JUNE 2005.

*P  
Jm*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES