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CHFP021

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 395 of the Companies Act 1985

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

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

For official use

Company number

14

02995468

Name of company

* insert full name of Company

* FASTLINE LIMITED (THE "COMPANY")

Date of creation of the charge

25 OCTOBER 2005

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

Fixed Charge Security Document dated 25 October 2005 created by the Company in favour of Deutsche Bank AG London acting as the Security Agent (the "Deed")

Amount secured by the mortgage or charge

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 DB Facilities Agreement as it may be amended, amended and restated, supplemented or otherwise modified 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) the "Liabilities")

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

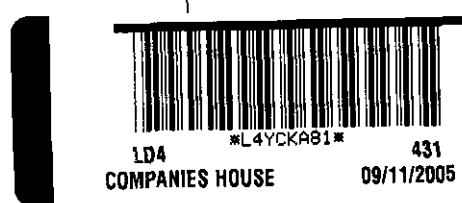
Deutsche Bank AG London, Winchester House, 1 Great Winchester Street, London, as Security Agent for the benefit of the Secured Parties (the "Security Agent")
Postcode EC2N 2DB

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

Latham & Watkins
99 Bishopsgate
London EC2M 3XF

For official Use (06/2005)
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See Continuation Sheets 1-11 (inclusive)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold black 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 *Ladnam & Watters*

Date *09/11/05*

On behalf of ~~[company]~~ [mortgagee/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 are to 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. FIXED CHARGES

1.1 Creation of Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Security Agent (as trustee for the Secured Parties) by way of fixed charge, all of the Charged Assets.

1.2 Ranking of fixed charges

The fixed Charges created by the Company pursuant to Clause 3.1 (*Creation of Fixed Charges*) of the Deed rank in priority to any other Security over the Charged Assets of the Company.

2. RESTRICTIONS

2.1 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 DB Facilities Agreement except as permitted by such Clause.

2.2 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, lease, license, sub-license, transfer factor, discount, lend or otherwise dispose of any Charged Asset except as permitted by Clause 20.4 (*Disposals*) and 20.9 (*Arm's Length Terms*) of the DB Facilities Agreement or as may otherwise be permitted in writing by the Security Agent.

3. NO OTHER PREJUDICIAL CONDUCT

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

4. 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.

5. 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.

6. 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 Lender or other entity which becomes an Additional Secured Party in accordance with Clause 7.1 (*Assignments and Transfers by Secured Parties*) of the Security Agency Agreement.

Agent means Deutsche Bank AG London.

Charged Assets means the assets listed in Schedule 2 hereto or any part of those assets.

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 Agreement means the £38,500,000 term and revolving credit facilities agreement dated 24 August 2005 between, inter alios, Jarvis as borrower, the Original Lenders (as defined therein) and the Agent.

Fee Letter means the letter dated 24 August 2005 between Deutsche Bank AG London and Jarvis setting out any of the fees referred to in Clause 11 (*Fees*) of the DB Facilities Agreement.

Finance Documents means:

- (a) the Security Agency Agreement;
- (b) the DB Facilities Agreement;
- (c) the Security Documents;
- (d) the borrowing powers letter dated 24 August 2005 between Deutsche Bank AG London and Jarvis regarding the reduction of the borrowing powers set out in Jarvis's constitutional documents;
- (e) the intercreditor agreement dated 24 August 2005 between the Group Companies (as defined therein), the Original Banks (as defined therein), the Original Surety Providers (as defined therein), the Distribution Agent (as defined therein) and the Security Agent;
- (f) any transfer certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the DB Facilities Agreement or any other form agreed between the Security Agent and Jarvis;
- (g) the Fee Letter; and

Company Name: Fastline Limited
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Continuation Sheet No.3

- (h) the restructuring agreement dated 24 August 2005 made between Jarvis, the Converting Creditors (as defined therein), the Surety Providers (as defined therein), Bayerische Landesbank, London Branch, Deutsche Bank AG London as restructuring agent and the Principles Parties (as defined therein) to the extent of clause 2.7 thereof and paragraphs 1,3,4 and 5 of schedule 9 thereto only,

and any other document designated as such by the Security Agent (acting on the instructions of all the Lenders) and Jarvis.

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.

Jarvis means Jarvis plc (registered number 02238084).

Lenders means Deutsche Bank AG London (as Original Lender) and such other bank, financial institution, trust, fund or other entity which may accede as a lender pursuant to Clause 22 (*Changes to the Lenders*) of the DB Facilities Agreement and which has acceded to the Security Agency Agreement as an Additional Secured Party.

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.

Secured Parties means Security Agent, the Agent, the Lenders and any Additional Secured Party (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.

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Company No: 02995468

Continuation Sheet No.4

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 the Company, the Chargors, the Guarantors, the Security Agent and the Secured Parties.

Security Documents means each of the security documents referred to in Schedule 3 (*Security Documents*) to these continuation sheets 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.

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 Company No: 02995468
 Continuation Sheet No.5

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
Fastline Limited (previously Jarvis Fastline Limited)	02995468
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 (previously Jarvis Facilities Limited)	02995419
Jarvis Fastline Limited (previously Fastline	02995454

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<i>Guarantor</i>	<i>Company Number</i>
Limited)	
Fastline Limited (previously Jarvis Fastline Limited)	02995468
Jarvis Fastline Group Limited	03023442
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 Dormant 12 Limited	04602483
Jarvis Dormant 5 Limited (previously Jarvis Facilities Limited) (previously Jarvis Rail Limited)	02307243
Techspan Systems Limited	01412202
Jarvis (Scotland) Limited	SC0043285
Shephard Hill Civil Engineering Limited	02554371
Jarvis Dormant 10 Limited	02554365
Safety and Health Management Limited	02554523
Jarvis Dormant 4 Limited (previously Jarvis Development Limited)	01452094
Maplestone Limited (previously Fairbeech Limited)	01584972
Old Borough Holdings Limited	01722549
J Jarvis & Sons Limited	00096226
NIMCO Limited	03159117

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<i>Guarantor</i>	<i>Company Number</i>
Relayfast Limited	SC160630
WTRCO Limited	03159034
Jarvis Highway Maintenance Limited	00892630
NTRCO Limited	03159107
Jarvis Dormant 14 Limited (previously Jarviscare Limited)	02945993
Jarvis International Limited	02554280
Monument Infrastructure Limited	05192031
Jarvis Estates (York) Limited	03627453
Norman Smith (Congleton) Limited	00885287
Jarvis Dormant 16 Limited (previously Prismo Signs Limited)	01621778

Company Name: Fastline Limited
Company No: 02995468
Continuation Sheet No.8

SCHEDULE 2
CHARGED ASSETS

Asset register	Asset No.	Description	Machine No. (Tag No.)
1138	1000241	Ballast Regulator	77331
1138	1000287	S&C Tamper	73501
1138	1000294	S&C Tamper	73903
1138	1000587	Ballast Regulator	77317
1138	1000588	Ballast Regulator	77321
1138	1000598	Ballast Regulator	77333
1138	1000625	Ballast Cleaner	76308
1138	1000629	Ballast Cleaner	76306
1138	1000661	Ballast Cleaner	76318
Total no. of machines: 9			

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Continuation Sheet No.9

SCHEDULE 3

SECURITY DOCUMENTS

1. Fixed and Floating Security Document dated 27 August 2004 granted by On Track Plant Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
2. Fixed and Floating Security Document dated 15 December 2004 granted by On Track Plant Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
3. Fixed and Floating Security Document dated 11 January 2005 granted by On Track Plant Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
4. Fixed and Floating Security Document dated 3 March 2005 granted by On Track Plant Limited in favour of Barclays Bank PLC Security Agent (on behalf of the Secured Parties);
5. Fixed and Floating Security Document dated 22 March 2005 granted by On Track Plant Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
6. Fixed and Floating Security Document dated 27 April 2005 granted by On Track Plant Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
7. Fixed and Floating Security Document dated 27 May 2005 granted by On Track Plant Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
8. Fixed and Floating Security Document dated 24 August 2005 granted by On Track Plant Limited in favour of the Security Agent (on behalf of the Secured Parties);
9. Fixed and Floating Security Document dated 27 August 2004 granted by Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
10. Fixed and Floating Security Document dated 3 March 2005 granted by Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
11. Fixed and Floating Security Document dated 22 March 2005 granted by Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
12. Fixed and Floating Security Document dated 27 April 2005 granted by Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
13. Fixed and Floating Security Document dated 27 May 2005 granted by Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
14. Fixed and Floating Security Document dated 24 August 2005 granted by Monument Infrastructure Limited in favour of the Security Agent (on behalf of the Secured Parties);
15. Share Charge dated 27 August 2004 granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);

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Continuation Sheet No.10

16. Share Charge dated 3 March 2005 granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
17. Share Charge dated 22 March 2005 granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
18. Share Charge dated 27 April 2005 granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
19. Share Charge dated 27 May 2005 granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
20. Share Charge dated 24 August 2005 granted by Jarvis over all its shares in Monument Infrastructure Limited in favour of the Security Agent (on behalf of the Secured Parties);
21. Share Charge dated 27 August 2004 granted by Jarvis Accommodation Services Limited over its shares in Jarvis Plant Hire (Holdings) Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
22. Share Charge dated 15 December 2004 granted by Jarvis Accommodation Services Limited over its shares in Jarvis Plant Hire (Holdings) Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
23. Share Charge dated 11 January 2005 granted by Jarvis Accommodation Services Limited over its shares in Jarvis Plant Hire (Holdings) Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
24. Share Charge dated 3 March 2005 granted by Jarvis Accommodation Services Limited over its shares in Jarvis Plant Hire (Holdings) Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
25. Share Charge dated 22 March 2005 granted by Jarvis Accommodation Services Limited over its shares in Jarvis Plant Hire (Holdings) Limited in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties);
26. Share Charge dated 27 April 2005 granted by the Company over its shares in Jarvis Plant Hire (Holdings) Limited in favour of the Security Agent (on behalf of Barclays Bank PLC as Secured Parties);
27. Share Charge dated 27 May 2005 granted by the Company over its shares in Jarvis Plant Hire (Holdings) Limited in favour of the Security Agent (on behalf of Barclays Bank PLC as Secured Parties);
28. Share Charge dated 24 August 2005 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);
29. Fixed Charge dated 27 August 2004 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 Barclays Bank PLC as Secured Parties);

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Continuation Sheet No.11

30. Fixed Charge dated 15 December 2004 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 Barclays Bank PLC as Secured Parties);
31. Fixed Charge dated 11 January 2005 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 Barclays Bank PLC as Secured Parties);
32. Fixed Charge dated 3 March 2005 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 Barclays Bank PLC as Secured Parties);
33. Fixed Charge dated 22 March 2005 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 Barclays Bank PLC as Secured Parties);
34. Fixed Charge dated 27 April 2005 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 Barclays Bank PLC as Secured Parties);
35. Fixed Charge dated 27 May 2005 granted by Jarvis Estates Limited in respect of certain real property in favour of the Security Agent (on behalf of Barclays Bank PLC as Secured Parties);
36. Fixed Charge dated 24 August 2005 granted by Jarvis Estates Limited in respect of certain real property in favour of the Security Agent (on behalf of the Secured Parties);
37. the Guarantee and Indemnity;
38. Share Charge dated 24 August 2005 granted by Streamline (UK) Limited over its shares in Prismo Limited in favour of the Security Agent (on behalf of the Secured Parties);
39. Fixed Charge over accounts dated 27 August 2004 granted by Jarvis in favour of Barclays Bank PLC as Security Agent (on behalf of the Secured Parties); and
40. Fixed Charge dated 25 October 2005 granted by the Company in respect of certain plant and machinery in favour of the Security Agent (on behalf of the Secured Parties).

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 SECURITY DOCUMENT DATED THE 25th OCTOBER 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 9th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2005.

P. Q.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —