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## Particulars of a mortgage or charge

A fee of £13 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

15

02995468

Name of company

\* Fastline Limited (the "Company")

Date of creation of the charge

27 July 2006

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

Debenture made between the Company and the companies identified in Schedule 1 of the debenture each a "Chargor" and together the "Chargors" and Burdale Financial Limited as security trustee on behalf of the Finance Parties (the "Security Trustee") (the "Debenture").

Amount secured by the mortgage or charge

All present and future obligations and liabilities arising under or in relation to any Finance Document, whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity whatsoever, of each Obligor to any Finance Party except for any obligation which, if it were included, would result in contravention of section 151 of the Companies Act 1985 (or, to the extent to which it may be applicable to any Chargor, its equivalent in any other jurisdiction). (the "Secured Liabilities").

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

Burdale Financial Limited, 53 Queen Anne Street, London

Postcode W1G 9HP

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

Nabarro Nathanson  
Lacon House  
Theobald's Road  
London  
WC1X 8RW

AA/QDS/B3248/90/51559532

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

\*LN9XTHSG\*

230  
08/08/2006

Short particulars of all the property mortgaged or charged

See attached rider.

Please see the "Definitions" section of the attached continuation sheet for definitions.

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

Signed

*Nabeera Nathanson*

Date

*7 August 2006*

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

A fee 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 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

## Companies Form 395 Particulars of Mortgage or Charge Continuation Sheets

**Fastline Limited (Company Number 02995468)**

### Short Particulars of all the property mortgaged or charged

#### **1. FIXED SECURITY**

1.1 The Company, as security for the payment and performance of the Secured Liabilities:

- (a) charged in favour of the Security Trustee by way of a first legal mortgage in the manner specified in Clause 1.2(g) of the Debenture and all interests in any freehold or leasehold property in the future belonging to it other than:
  - (i) any after acquired freehold property or after acquired leasehold property which has a term of 12 months or more which the Security Trustee requests shall be subject to a first legal mortgage; and
  - (ii) any leasehold property which has a term of less than 12 months;
- (b) charged in favour of the Security Trustee by way of a first fixed charge:
  - (iii) all Large Plant and Specialist Small Plant at the date of the Debenture or in the future belonging to it and its interest in any such Large Plant and Specialist Small Plant in its possession at the date of the Debenture or in the future and all spare parts and replacements for and all modifications and additions to the Large Plant and Specialist Small Plant;
  - (iv) all of its benefits, claims and returns of premiums in respect of the Included Insurance Policies;
  - (v) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
  - (vi) its goodwill and its rights in relation to uncalled capital both at the date of the Debenture and in the future;
  - (vii) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Company (but excluding (x) to the extent effectively charged to the Security Trustee under the Debenture and described in sub-paragraph 1.1(b)(iii) above, the Blocked Accounts and any amounts standing to the credit thereof and (y) the Other Accounts and any amounts standing to the credit thereof;
  - (viii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything described in sub-paragraph 1.1(b)(v) above;
  - (ix) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Charged Property which is the subject of the charges created by Clause 1.1(a) or Clause 1.1(b) above and the right to recover and receive all compensation which may be payable to it;
  - (x) its Specified Intellectual Property. In respect of such Specified Intellectual

Property which is not capable of being charged (whether by reason of lack of any consent or otherwise) the charge purported to be effected the relevant clause in the Debenture operates as a charge over any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from such Specified Intellectual Property or be awarded or entitled to in respect of such Specified Intellectual Property as continuing security for the payment, discharge and performance of the Secured Liabilities;

- (xi) all Group Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf; and
- (xii) all the Related Rights accruing to all or any of the Group Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf.

## **2. FLOATING CHARGE**

### **2.1 Creation**

The Company as security for the payment and performance of the Secured Liabilities charged in favour of the Security Trustee by way of a floating charge:

- (a) all its Small Plant and any other Equipment not otherwise effectively charged by way of fixed charge;
- (b) all its interests in any leasehold or heritable property at the date of the Debenture or in the future belonging to it subject to exclusions described in Clause 1.1 above;
- (c) its rights under any hedging arrangements;
- (d) any of its beneficial interest, claim or entitlement in any pension fund;
- (e) its Intellectual Property at the date of the Debenture or in the future belonging to it and not otherwise charged or effectively charged by way of fixed charge referred to in Clause 1.1 above. In respect of all such Intellectual Property which is not capable of being charged (whether by reason of lack of any consent or otherwise) the charge purported to be effected operates as a charge over any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from such Intellectual Property or be awarded or entitled to in respect of such Intellectual Property as continuing security for the payment, discharge and performance of the Secured Liabilities;
- (f) all its other assets and undertaking not otherwise effectively mortgaged or charged by way of fixed mortgage or charge referred to in Clause 1.1 above;
- (g) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both at the date of the Debenture and future) located in Scotland or otherwise governed by the laws of Scotland; and
- (h) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both at the date of the Debenture and future) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction,

other than the Excluded Insurance Policies and the Excluded Accounts and all rights, title and interest (if any) in and to the Excluded Accounts and to the Excluded Insurance Policies

and all monies standing to the credit of any of the Excluded Accounts and the debts represented by them, all shares in Excluded Subsidiaries and all rights in respect of such shares and all assets leased under any finance, capital, operating or other lease and all other leased Equipment where the terms of the lease prohibit or restrict the creation of any Security Interest.

### 3. FURTHER ASSURANCES

#### 3.1 General

The Company shall, at its own expense, execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Security Trustee or a Receiver may reasonably require for:

- (a) fully and effectively creating, perfecting or better perfecting or protecting or better protecting and/or registering the security intended to be created by the Debenture, any standard security (and/or assignation of rents relating to property located in Scotland) or Dutch Pledge over any Charged Property; and
- (b) after the security constituted by the Debenture has become enforceable, facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver in respect of any Charged Property, including, without limitation, the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think necessary or desirable.

### 4. UNDERTAKINGS

#### 4.1 Restrictions on dealings:

The Company shall not:

- (i) create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than a Permitted Security Interest; or
- (ii) sell, transfer, grant, lease or otherwise dispose of any Charged Property, except for any sale, lease, transfer or other disposal permitted by Clause 21.4(b) (*Disposals*) of the Facility Agreement.

**4.2 Specified Equipment:** the Company shall not permit or procure any Eligible Equipment to be taken out of the United Kingdom without the prior written consent of the Security Trustee and then subject only to such further terms as the Security Trustee may reasonably require.

### 5. ASSIGNMENTS

5.1 Subject to Clause 5.2 below, the Company as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Finance Parties (or any of them) assigned to the Security Trustee absolutely all its rights, title interest and benefit (if any) in and to the Contracts.

5.2 To the extent that any such right, title and interest illustrated in Clause 5.1 above and Clause 4.2 (*Notice of Assignments*) of the Debenture is not assignable or capable of assignment,

such assignment purported to be effected by Clause 5.1 above operates as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from such Assigned Agreement or be awarded or entitled to in respect of such Assigned Agreements as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Security Trustee.

**Definitions:**

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Facility Agreement.

"**Additional Borrower**" means a company which becomes an additional borrower in accordance with the terms of the Facility Agreement.

"**Agent**" means Burdale Financial Limited acting in its capacity as Agent on behalf of the Finance Parties under the Facility Agreement.

"**Arranger**" means Burdale Financial Limited acting in its capacity as Arranger under the Facility Agreement.

"**Assignations in Security**" means the assignations in security executed or to be executed by Jarvis Rail Limited and Fastline Limited in favour of the Security Trustee on or about the date of the Facility Agreement.

"**Assigned Agreements**" means each agreement or instrument assigned or purported to be assigned pursuant to Clause 5.1 (*Assignments*) above and set out in Schedule 1 to this Form 395.

"**Blocked Accounts**" means, in relation to the Company:

- (a) the bank account at Lloyds TSB, account number 01185808 and sort code 30-00-02; and
- (b) such other bank accounts of the Company as the Security Trustee may agree with the Company to designate as a Blocked Account prior to the service of a notice under Clause 22.14(c) or (e) (*Acceleration of Senior Loans*) or Clause 22.15(b)(iii) (*Subordinated Lenders' rights following a Subordinated Default*) of the Facility Agreement, or following the service of a notice under Clause 22.14(c) or (e) (*Acceleration of Senior Loans*) or Clause 22.15(b)(iii) (*Subordinated Lenders' rights following a Subordinated Default*) of the Facility Agreement such other bank account as the Security Trustee may from time to time designate or approve by notice in writing to the Company in accordance with the Finance Documents but not any Excluded Accounts.

"**Book Debts**" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both at the date of the Debenture and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"**Borrower**" means Jarvis Rail Limited, Fastline Limited, Jarvis Plant Hire Limited, On Track Plant Limited, Prismo Limited and any Additional Borrower.

"**Charged Accounts**" means the Blocked Accounts and the Other Accounts.

**"Charged Property"** means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by the Debenture and references to the Charged Property include references to any part of it.

**"Commitment"** means a Senior Commitment or a Subordinated Commitment.

**"Compliance Certificate"** means a certificate in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Facility Agreement.

**"Contracts"** means the contracts and/or agreements of the Company specified in Schedule 1 to this Form 395 and any other contracts entered into by the Company.

**"Deed of Accession"** means a deed of accession substantially in the form set out in Schedule 10 (*Deed of Accession*) of the Debenture.

**"Eligible Equipment"** means Eligible Large Plant and Eligible Small Plant.

**"Eligible Large Plant"** means any Large Plant which is or may become subject to a first fixed or floating charge under the terms of the Debenture.

**"Eligible Small Plant"** means any Small Plant which is or may become subject to a floating charge under the terms of the Debenture and any Specialist Small Plant.

**"Equipment"** means (save to the extent that any such items form part of such Company's stock in trade) all present and future plant, equipment, machinery, computers, computer hardware and software, vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Company and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

**"Equipment Loan Facility"** has the meaning set out in Clause 2.1(b) (*The Senior Facilities*) of the Facility Agreement.

**"Excluded Accounts"** means certain accounts listed in the Facility Agreement.

**"Excluded Insurance Policies"** means each contract or policy of insurance of any kind under which the Company has an interest;

- (a) which has been taken out solely for the benefit of third parties (not being members of the Group); or
- (b) which contains a term requiring the Company not to disclose such contract or policy of insurance or its existence;

provided that, in respect of directors and officers liability policies and any other contract or policy of insurance which has been taken out for the benefit of both third parties and members of the Group, such contracts or policies shall be Excluded Insurance Policies to the extent of the benefits under them provided to such third parties, but Included Insurance Policies to the extent of the benefits under them provided to the Company or other members of the Group.

**"Excluded Subsidiaries"** means each company listed in Schedule 17 (*Excluded Subsidiaries*) of the Facility Agreement.



**"Facility"** means the Equipment Loan Facility, the Receivables Finance Facility or the Subordinated Loan Facility.

**"Facility Agreement"** means the facility agreement dated 27 July 2006 between the Borrowers, Jarvis plc, each of the parties listed therein as guarantors, Fortress Credit Corp. as Original Subordinated Lender and Burdale Financial Limited as Arranger, Agent, Security Trustee and Original Senior Lender.

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Agent and Jarvis plc setting out the fees payable to the Arranger, the Agent, the Security Trustee and/or the Senior Lenders referred to in Clause 13 (*Fees*) of the Facility Agreement.

**"Finance Document"** means the Facility Agreement, the Security Documents, the Fee Letter, the Subordinated Loan Fee Letter, the Margin Letter, the Syndication Letter, any L/C, any Accession Letter, each Compliance Certificate and any other document designated as such by the Agent and Jarvis plc provided that no document providing for the payment of fees or expenses can be designated as a "Finance Document" without the consent of the Majority Subordinated Lenders.

**"Finance Parties"** means the arranger, the Agent, the Security Trustee and the Lenders and **"Finance Party"** means any of them.

**"Fixtures"** means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property and in the ownership of the Company.

**"Group"** means Jarvis plc and its subsidiaries.

**"Group Shares"** means:

- (a) 1000 ordinary shares of £1 each held by the Company in On Track Plant Limited;
- (b) 2 shares of £1 each held by the Company in Jarvis Plant Hire (Holdings) Limited; and
- (c) such other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time in any other member of the Group specified as belonging to the Company in Schedule 5 (*Group Shares*) of the Debenture or Part III to any Deed of Accession.

**"Included Insurance Policies"** means the Material Policies and any other contract or policy of insurance of any kind in which the Company has an interest from time to time and all rights related thereto, other than Excluded Insurance Policies and the rights relating to the Excluded Insurance Policies.

**"Insurances"** means all contracts and policies of insurance taken out by or for the Company or in which the Company has an interest and listed in Schedule 2 to this Form 395 (to the extent of that interest) including, but not limited to, all contracts and policies of insurance entered into in accordance with Clause 21.11 (*Insurance*) of the Facility Agreement.

**"Intellectual Property"** means any and all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs,

utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, rights in inventions, confidential information (including customer lists, market reports and statistics), database rights, rights in Know-how, business names, trade names, brand names, domain names (and the rights of a registrant therein), copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property.

**"Know-how"** means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain.

**"Large Plant"** means the Equipment listed in Schedule 3 Part I to this Form 395 including all on-track machines owned now or in the future by the Company in the Plant Division and recorded as such in the fixed asset register of the Company.

**"L/C"** means:

- (a) a letter of credit, performance bond, guarantee or similar assurance which is from time to time either (i) opened or issued by the Agent for the account of a Borrower or (ii) with respect to which the Agent has agreed to indemnify the issuer or to guarantee the obligations of a Borrower to such issuer; and
- (b) any indemnity issued by the Agent with respect to any of the foregoing.

**"Lender"** means:

- (a) any Original Senior Lender;
- (b) any Original Subordinated Lender; and

any institution which becomes a party to the Facility Agreement as a Senior Lender or Subordinated Lender in accordance with Clause 23 (*Changes to Lenders*) of the Facility Agreement.

**"Majority Senior Lenders"** means:

- (a) if there are no Utilisations then outstanding in respect of the Senior Facilities, a Lender or Lenders whose Commitments aggregate more than  $66\frac{2}{3}$  per cent. of the Senior Facility Limit (or, if the Senior Facility Limit has been reduced to zero, aggregated more than  $66\frac{2}{3}$  per cent. of the Senior Facility Limit immediately prior to the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Utilisations then outstanding in respect of the Senior Facilities aggregate more than  $66\frac{2}{3}$  per cent. of all of such Utilisations then outstanding.

**"Majority Subordinated Lenders"** means:

- (a) if there are no Utilisations then outstanding in respect of the Subordinated Loan Facility, a Subordinated Lender or Subordinated Lenders whose Commitments aggregate more than  $66\frac{2}{3}$  per cent. of the Subordinated Loan Facility Limit (or, if the

Subordinated Loan Facility Limit has been reduced to zero, aggregated more than  $66\frac{2}{3}$  per cent. of the Subordinated Loan Facility Limit immediately prior to the reduction); or

- (b) at any other time, a Lender or Lenders whose participations in the Utilisations then outstanding in respect of the Subordinated Loan Facility aggregate more than  $66\frac{2}{3}$  per cent. of all of such Utilisations then outstanding.

**"Margin Letter"** means the letter in relation to interest rates between Jarvis plc and the Agent dated on or around the date of the Facility Agreement.

**"Material Policies"** means the policies listed in Schedule 2 to this Form 395.

**"Obligor"** means Jarvis plc and certain of its subsidiaries including the Company.

**"Other Accounts"** means such other bank accounts of the Company as the Security Trustee may agree with the Company to designate as an Other Account prior to the service of a notice under Clause 22.14(c) or (e) (*Acceleration of Senior Loans*) or Clause 22.15((b)(iii) (*Subordinated Lenders' rights following a Subordinated Default*) of the Facility Agreement, or following the service of a notice under Clause 22.14(c) or (e) (*Acceleration of Senior Loans*) or Clause 22.15((b)(iii) (*Subordinated Lenders' rights following a Subordinated Default*) of the Facility Agreement such other bank accounts as the Security trustee may from time to time may designate or approve by notice in writing to the Company in accordance with the Finance Documents but not any Excluded Accounts.

**"Permitted Security Interest"** means;

- (a) any Security Interest granted under the Finance Documents;
- (b) any Security Interest listed in Schedule 18 (*Security Interests*) of the Facility Agreement or otherwise disclosed in writing to the Agent prior to the date of the Facility Agreement;
- (c) liens and rights of set-off occurring in the ordinary course of business or by operation of law;
- (d) Security Interests arising out of title retention or conditional sale provisions in a supplier's standard conditions of supply of goods acquired by any Obligor in the ordinary course of its business;
- (e) any other Security Interest where the indebtedness is secured only by the provision of a cash deposit which (when aggregated with any other indebtedness which is secured by the provision of cash deposits other than any indebtedness permitted to be secured under paragraphs (a) to (d) above) does not exceed £2,000,000 (or its equivalent in another currency or currencies); and
- (f) any other Security Interest created or outstanding with the prior written consent of the Agent (acting on the instructions of the Majority Senior Lenders).

**"Plant Division"** means that division of the Group which includes the Borrowers identified as belonging to such division in Part I (*The Original Borrowers*) of Schedule 1 (*The Original Obligors*) of the Facility Agreement.

**"Receivables Finance Facility"** means the receivables finance facility made available under the Facility Agreement as described in Clause 2.1(a) (*The Senior Facilities*) of the Facility Agreement.

**"Receiver"** means any individual or individuals (who may be an employee or employees of the Security Trustee) for the time being and from time to time appointed by the Security Trustee to be a receiver or receivers (and, where more than one individual is appointed jointly, they shall have the power to act severally, unless the Security Trustee shall specify to the contrary in their appointment) under the Debenture and, where the context shall admit, any individual or individuals for the time being and from time to time so appointed in substitution, provide always that all such individuals shall be qualified under the Insolvency Act 1986 to act as a receiver of the property of any company with respect to which he is appointed of any such company.

**"Related Rights"** means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

**"Security Documents"** includes (i) the Debenture (ii) each Assignment in Security (iii) the Dutch Pledge and (iv) any other document from time to time executed by any person by way of security for the obligations of any Obligor pursuant to the Facility Agreement.

**"Security Interest"** means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person, or any arrangement having similar effect.

**"Senior Commitment"** means:

- (a) in relation to an Original Senior Lender, the amount stated as such beneath its name on the execution pages of the Facility Agreement; and
- (b) in relation to any other Senior Lender, the amount of any Senior Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

**"Senior Facility"** means the Receivables Finance Facility or the Equipment Loan Facility.

**"Senior Facility Limit"** means £55,000,000, being the aggregate of the Senior Commitments as at the date of the Facility Agreement, to the extent not cancelled, reduced or reinstated under the Facility Agreement.

**"Senior Lenders"** means Burdale Financial Limited as Original Senior Lender and any institution which becomes a party to the Facility Agreement as a Senior Lender in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement.

**"Small Plant"** means the Equipment listed in Part III of Schedule 6 (Small Equipment) of the Debenture including all items of small plant owned now or in the future by the Company in the Plant Division and recorded in the small plant register of the Company.

**"Specialist Small Plant"** means the Equipment listed in Schedule 3 Part II of this Form 395 including all machinery capable of running on rail which is used for a number of works not

restricted to track renewal and replacement owned now or in the future by the Company in the Plant Division and recorded as such in the fixed asset register of the Company.

**"Specified Equipment"** means the Equipment (if any) specified in Schedule 6 (*Specified Equipment*) of the Debenture together with all other Large Plant, Specialist Small Plant or Small Plant owned now or in the future by the Company and recorded in the fixed asset register or, in the case of Small Plant, the small plant register of the Company.

**"Specified Intellectual Property"** means the registered Intellectual Property specified in Schedule 4 to this Form 395.

**"Subordinated Commitment"** means:

- (a) in relation to an Original Subordinated Lender, the amount stated as such beneath its name on the execution pages of the Facility Agreement; and
- (b) in relation to any other Subordinated Lender, the amount of any Subordinated Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

**"Subordinated Lender"** means Fortress Credit Corp. as Original Subordinated Lender and any institution which becomes a party to the Facility Agreement as a Subordinated Lender in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement.

**"Subordinated Loan Facility"** has the meaning given to it in Clause 2.2 (*The Subordinated Loan Facility*) of the Facility Agreement.

**"Subordinated Loan Facility Limit"** means £12,000,000 being the aggregate of the Subordinated Commitments as at the date of the Facility Agreement, to the extent not cancelled or reduced under the Facility Agreement.

**"Subordinated Loan Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Subordinated Lender and Jarvis plc setting out the fees payable to the Subordinated Lender and referred to in Clause 13.5 (*Subordinated Loan Fee*) of the Facility Agreement.

**"Syndication Letter"** means the letter dated on or about the date of the Facility Agreement between the Agent and Jarvis plc in relation to syndication.

**"Utilisation"** means a utilisation of a Facility.

## **Schedule 1**

### **Plant Hire Contracts**

1. Network Rail Conditions for the Supply of On-track Plant with Operators (Fastline Limited)  
Contract number: LNE/M/0024 (London North Eastern Territory) – dated 29 November 2005.
2. Network Rail Conditions for the Supply of On-track Plant with Operators (Fastline Limited)  
Contract number: LNW/044 (London North Western Territory) – dated 29 November 2005.
3. Network Rail Conditions for the Supply of On-track Plant with Operators (Fastline Limited)  
Contract number: SCOT/OTP/WCRM001) (Scotland Territory) – dated 22 December 2005.
4. Agreement relating to Supply of On-Track Plant with Operators, Contract no. DM/J/021.
5. Network Rail Conditions for the Provision of Stoneblower Services (Fastline Limited)  
(Scotland), Contract Number SCOT/SB/001 – dated 5 April 2006.
6. Network Rail Conditions for the Provision of Stoneblower Services (Fastline Limited) (London  
North Eastern Territory), Contract Number LNE/M/0058 – dated 30 March 2006.
7. Preferred Supplier Agreement for the Hire of Small Plant (Rail Specific) - AMEC Internal  
Asset Managements Special Conditions for use in conjunction with CPA Model Conditions  
(July 2001) for the hiring of plant - dated 1 July 2005.
8. Contract for the Supply and Operation of Rail Recovery Trains between (1) Railtrack plc and  
(2) Fastline Limited (undated).
9. Network Rail Conditions for the Provision of Medium Output Ballast Cleaner Services between  
(1) Network Rail and (2) Fastline Limited (undated).

**Schedule 2**

**Insurance Policies**

<b>Insurance Type</b>	<b>Insured</b>	<b>Insurer</b>	<b>Policy Number</b>
Fidelity Guarantee	Jarvis plc and/or subsidiary companies	Norwich Union Insurance	24040895CGF
Freight Plant "All Risks"	Fastline Limited	Norwich Union Insurance	241742249 ENP
Marine Cargo	Jarvis plc and/or subsidiaries	CNA Insurance Limited	009AA07283
Contractors' "All Risks"	Fastline Limited &/or Jarvis Rail Limited &/or Jarvis Accommodation Services Limited &/or Jarvis TS Limited (formerly known as Techspan Systems Limited)	Allianz Cornhill Engineering	NT13731158
Plant and Equipment "All Risks"	Jarvis Rail Limited &/or Fastline Limited &/or Jarvis Accommodation Services Limited and/or On Track Plant Limited &/or Prismo Limited and subsidiary companies &/or Jarvis TS Limited, (formerly known as Techspan Systems Limited), (and other group companies as may be declared to Insurers)	Allianz Cornhill Engineering	NJ13730906
Plant "All Risks" – Jarvis Plant Hire Limited (re: Commerzbank Credit Agreement)	1. Jarvis Plant Hire Limited; 2. Jarvis plc and its subsidiaries; and, 3. while amounts remain outstanding under the Credit Agreement, the Lender.	Allianz Cornhill Engineering	NJ/11896238
Commercial Combined including "Computer All Risks"	Jarvis plc and/or subsidiary companies	Brit Insurance Limited	PT 541G06A000

Schedule 3

Part I

Large Plant

Machine Number	Year of Manufacturer <sup>e</sup>	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
72201	1988	DTS	In Service	£871,427	£871,427	£871,427
72203	1988	DTS	In Service	£871,427	£871,427	£871,427
72204	1988	DTS	In Service	£871,427	£871,427	£871,427
72205	1988	DTS	In Service	£871,427	£871,427	£871,427
72206	1988	DTS	In Service	£871,427	£871,427	£871,427
72208	1988	DTS	In Service	£871,427	£871,427	£871,427
72209	1988	DTS	In Service	£871,427	£871,427	£871,427
72214	1988	DTS	In Service	£871,427	£871,427	£871,427
73001	1987	09PLT	In Storage	£413,121	£413,121	£0
73101	1987	09PLT	In Service	£839,152	£839,152	£839,152
73104	1987	09PLT	In Service	£335,661	£238,457	£0
73106	1987	09PLT	In Service	£839,152	£839,152	£839,152
73107	1987	09PLT	In Service	£839,152	£839,152	£839,152
73216	1978	07PLT	Scrap	£0	£0	£0
73218	1978	07PLT	Scrap	£0	£0	£0
73220	1978	07PLT	Scrap	£0	£0	£0
73222	1978	07PLT	Scrap	£0	£0	£0
73223	1978	07PLT	Scrap	£0	£0	£0
73224	1978	07PLT	Scrap	£0	£0	£0
73225	1978	07PLT	Scrap	£0	£0	£0
73227	1978	07PLT	Scrap	£0	£0	£0
73235	1978	07PLT	Scrap	£0	£0	£0
73236	1978	07PLT	Scrap	£0	£0	£0
73238	1978	07PLT	In Service	£225,925	£225,925	£225,925



Machine Number	Year of Manufacture	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
73239	1978	07PLT	Scrap	£50,833	£50,833	£0
73243	1978	07PLT	In Service	£225,925	£225,925	£225,925
73244	1978	07PLT	In Service	£338,888	£338,888	£338,888
73248	1978	07PLT	In Service	£548,676	£548,676	£548,676
73256	1978	07PLT	In Storage	£180,740	£180,740	£0
73265	1978	07PLT	In Service	£225,925	£225,925	£225,925
73267	1978	07PLT	In Service	£225,925	£225,925	£225,925
73268	1978	07PLT	In Service	£338,888	£338,888	£338,888
73269	1978	07PLT	In Service	£225,925	£225,925	£225,925
73270	1978	07PLT	In Service	£548,676	£548,676	£548,676
73271	1978	07PLT	In Service	£548,676	£548,676	£548,676
73272	1978	07PLT	In Service	£621,295	£621,295	£621,295
73274	1978	07PLT	In Service	£338,888	£338,888	£338,888
73301	1978	S&C Tamper	Scrap	£0	£0	£0
73304	1978	S&C Tamper	Scrap	£50,475	£50,475	£0
73305	1978	S&C Tamper	In Storage	£218,724	£121,520	£0
73306	1978	S&C Tamper	In Storage	£269,198	£269,198	£0
73307	1978	S&C Tamper	In Service	£817,210	£817,210	£817,210
73309	1978	S&C Tamper	In Service	£817,210	£817,210	£817,210
73310	1978	S&C Tamper	In Service	£336,498	£336,498	£336,498
73312	1978	S&C Tamper	In Storage	£269,198	£269,198	£0
73314	1978	S&C Tamper	In Storage	£269,198	£269,198	£0
73316	1978	S&C Tamper	In Storage	£269,198	£269,198	£0
73317	1978	S&C Tamper	In Storage	£269,198	£269,198	£0
73321	1984	S&C Tamper	In Storage	£499,940	£499,940	£0
73403	1978	07PLT	In Service	£338,888	£338,888	£338,888
73404	1978	07PLT	In Service	£338,888	£338,888	£338,888
73413	1978	07PLT	In Service	£225,925	£225,925	£225,925
73414	1978	07PLT	In Storage	£180,740	£180,740	£0
73415	1978	07PLT	In Service	£338,888	£338,888	£338,888
73416	1978	07PLT	In Service	£225,925	£225,925	£225,925
73418	1978	07PLT	In Service	£338,888	£338,888	£338,888

Machine Number	Year of Manufacture	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
73419	1978	07PLT	In Service	£225,925	£225,925	£225,925
73420	1978	07PLT	In Service	£338,888	£338,888	£338,888
73421	1978	07PLT	In Service	£225,925	£225,925	£225,925
73423	1978	07PLT	In Service	£225,925	£225,925	£225,925
73425	1978	07PLT	In Service	£338,888	£338,888	£338,888
73426	1978	07PLT	In Service	£338,888	£338,888	£338,888
73427	1978	07PLT	In Storage	£180,740	£83,536	£0
73428	1978	07PLT	In Service	£225,925	£225,925	£225,925
73431	1978	07PLT	In Service	£621,295	£621,295	£621,295
73432	1978	07PLT	In Service	£225,925	£225,925	£225,925
73433	1978	07PLT	In Service	£548,676	£548,676	£548,676
73435	1978	07PLT	In Service	£548,676	£548,676	£548,676
73501	1978	S&C Tamper	In Storage	£269,198	£269,198	£0
73802	1978	07PLT	In Storage	£180,740	£180,740	£0
73902	1987	S&C Tamper	In Service	£769,138	£769,138	£769,138
73903	1987	S&C Tamper	In Service	£769,138	£769,138	£769,138
75001	1978	07PLT	In Storage	£146,852	£49,647	£0
75203	1978	07PLT	In Storage	£146,852	£49,647	£0
76003	1979	Ballast Cleaners RM74	In Storage	£124,848	£27,644	£0
76201	1969	Ballast Cleaners RM75	Scrap	£0	£0	£0
76202	1969	Ballast Cleaners RM76	Scrap	£0	£0	£0
76208	1969	Ballast Cleaners RM77	Scrap	£0	£0	£0
76209	1969	Ballast Cleaners RM78	Scrap	£0	£0	£0
76215	1969	Ballast Cleaners RM79	Scrap	£0	£0	£0
76216	1969	Ballast Cleaners RM80	Scrap	£0	£0	£0
76218	1969	Ballast Cleaners RM74	Scrap	£0	£0	£0
76219	1969	Ballast Cleaners RM74	Scrap	£0	£0	£0
76220	1969	Ballast Cleaners RM74	Scrap	£0	£0	£0
76300	1979	Ballast Cleaners RM74	In Storage	£124,848	£27,644	£0
76301	1979	Ballast Cleaners RM74	In Storage	£124,848	£27,644	£0
76304	1979	Ballast Cleaners RM74	In Service	£416,161	£416,161	£416,161
76305	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0

Machine Number	Year of Manufacturer	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
76306	1979	Ballast Cleaners RM74	In Service	£416,161	£416,161	£416,161
76307	1979	Ballast Cleaners RM74	In Storage	£332,929	£235,725	£0
76308	1979	Ballast Cleaners RM74	In Service	£416,161	£416,161	£416,161
76309	1979	Ballast Cleaners RM74	In Storage	£332,929	£235,725	£0
76311	1979	Ballast Cleaners RM74	In Service	£416,161	£416,161	£416,161
76312	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0
76313	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0
76316	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0
76317	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0
76318	1979	Ballast Cleaners RM74	In Service	£416,161	£416,161	£416,161
76320	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0
76322	1979	Ballast Cleaners RM74	In Storage	£208,081	£110,877	£0
77301	1969	Ballast Cleaners RM74	Scrap	£0	£0	£0
77303	1969	Ballast Cleaners RM74	Scrap	£0	£0	£0
77310	1981	Ballast Regulator	Scrap	£0	£0	£0
77311	1981	Ballast Regulator	Scrap	£0	£0	£0
77313	1981	Ballast Regulator	Scrap	£0	£0	£0
77314	1981	Ballast Regulator	Scrap	£0	£0	£0
77317	1981	Ballast Regulator	Scrap	£0	£0	£0
77318	1982	Ballast Regulator	In Service	£267,227	£267,227	£267,227
77320	1982	Ballast Regulator	In Service	£293,950	£293,950	£293,950
77321	1982	Ballast Regulator	In Service	£293,950	£293,950	£293,950
77322	1982	Ballast Regulator	In Service	£293,950	£293,950	£293,950
77323	1983	Ballast Regulator	In Service	£320,672	£320,672	£320,672
77324	1983	Ballast Regulator	In Service	£320,672	£320,672	£320,672
77325	1983	Ballast Regulator	Scrap	£0	£0	£0
77326	1983	Ballast Regulator	In Service	£320,672	£320,672	£320,672
77328	1983	Ballast Regulator	In Service	£320,672	£320,672	£320,672
77329	1983	Ballast Regulator	In Service	£320,672	£320,672	£320,672
77330	1983	Ballast Regulator	In Service	£320,672	£320,672	£320,672
77331	1984	Ballast Regulator	In Service	£347,395	£347,395	£347,395
77332	1984	Ballast Regulator	In Service	£347,395	£347,395	£347,395
77333	1984	Ballast Regulator	In Service	£347,395	£347,395	£347,395

Machine Number	Year of Manufacturer	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
77402	1983	Ballast Regulator, Cowen and Sheldon	In Storage	£96,202	£0	£0
77601	1983	Ballast Regulator, Permaquip	In Storage	£208,437	£111,233	£0
77701	1983	Ballast Regulator, Plasser & Theurer	In Storage	£208,437	£111,233	£0
78123	1980	TRM	Scrap	£0	£0	£0
78202	1980	TRM	Scrap	£0	£0	£0
78203	1980	TRM	Scrap	£0	£0	£0
78206	1980	TRM	Scrap	£0	£0	£0
78211	1980	TRM	In Service	£423,109	£423,109	£423,109
78212	1980	TRM	In Service	£200,420	£200,420	£200,420
78214	1980	TRM	In Service	£200,420	£200,420	£200,420
78215	1980	TRM	In Service	£200,420	£200,420	£200,420
78217	1980	TRM	In Service	£200,420	£200,420	£200,420
78219	1980	TRM	In Service	£423,109	£423,109	£423,109
78225	1980	TRM	In Service	£200,420	£200,420	£200,420
78226	1980	TRM	In Service	£423,109	£423,109	£423,109
78227	1980	TRM	In Service	£423,109	£423,109	£423,109
78229	1980	TRM	In Service	£423,109	£423,109	£423,109
78230	1980	TRM	In Service	£200,420	£200,420	£200,420
78232	1980	TRM	In Service	£200,420	£200,420	£200,420
78233	1980	TRM	In Service	£200,420	£200,420	£200,420
78235	1980	TRM	In Service	£200,420	£200,420	£200,420
78406	1981	SLG	Scrap	£5,567	£5,567	£0
78407	1981	SLG	Scrap	£5,567	£5,567	£0
78410	1981	SLG	In Storage	£29,692	£0	£0
78411	1981	SLG	In Storage	£29,692	£0	£0
78412	1981	SLG	In Service	£37,115	£37,115	£37,115
78413	1981	SLG	In Service	£37,115	£37,115	£37,115
78416	1981	SLG	In Service	£37,115	£37,115	£37,115
78417	1981	SLG	In Service	£37,115	£37,115	£37,115
78420	1981	SLG	Scrap	£5,567	£5,567	£0
78421	1981	SLG	Scrap	£5,567	£5,567	£0
78422	1981	SLG	Scrap	£5,567	£0	£0

Machine Number	Year of Manufacturer	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
78423	1981	SLG	Scrap	£5,567	£0	£0
78424	1981	SLG	Scrap	£5,567	£5,567	£0
78425	1981	SLG	Scrap	£5,567	£5,567	£0
78426	1981	SLG	Scrap	£5,567	£0	£0
78427	1981	SLG	Scrap	£5,567	£0	£0
79103	1969	Rail Planer	Scrap	£0	£0	£0
81129	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81339	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81340	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81356	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81501	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81503	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81506	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81509	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81510	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81512	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81514	1980	Cranes	In Service	£106,891	£106,891	£106,891
81515	1980	Cranes	In Service	£106,891	£106,891	£106,891
81516	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81520	1980	Cranes, Plasser & Theurer	In Storage	£85,513	£45,309	£0
81521	1980	Cranes	In Service	£106,891	£106,891	£106,891
81523	1980	GPC	In Storage	£85,513	£45,309	£0
81527	1980	Cranes	In Storage	£85,513	£45,309	£0
81528	1980	Cranes	In Service	£106,891	£106,891	£106,891
81529	1980	Cranes	In Service	£106,891	£106,891	£106,891
81532	1980	Cranes	In Storage	£85,513	£45,309	£0
81533	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81534	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81535	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81536	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81537	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81538	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0

Machine Number	Year of Manufacturer	Machine Type	Status	Fair Market Value	Orderly Liquidation Value	Forced Liquidation Value
81540	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81542	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81543	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81544	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
81546	1980	Cranes, Cowen & Sheldon	In Storage	£32,067	£0	£0
98204	1985	TRAMM	In Storage	£62,353	£0	£0
98300	1985	TRAMM	In Storage	£166,275	£69,070	£0
98302	1985	TRAMM	In Storage	£62,353	£0	£0
98404	1985	TUM, Permaquip	In Storage	£62,353	£0	£0
98505	1985	TASC	In Storage	£166,275	£69,070	£0
98506	1985	TASC	In Storage	£166,275	£69,070	£0
56301	1978	Loco	In Service	£557,143	£557,143	£557,143
56303	1981	Loco	In Service	£557,143	£557,143	£557,143
<b>TOTAL:</b>				£44,964,334	£41,505,131	£35,317,313

## Part II

### Specialist Small Plant

Asset Number	Description	Purchase Date	Standard Replacement Cost (£)	Age (years)	Useful Life (years)	Depreciation n/year	Remaining Useful Life (years)	ODRC (£)
MNN0103	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
MNN0106	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
MPP10334	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
MPP3517	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3907	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3908	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3909	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4

Asset Number	Description	Purchase Date	Standard Replacement Cost (£)	Age (years)	Useful Life (years)	Depreciation/year	Remaining Useful Life (years)	ODRC (£)
PP3910	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3911	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3912	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3913	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3914	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3915	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3916	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3917	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3918	OHL Scissor Lift	28/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,706.4
PP3919	OHL Scissor Lift	29/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,735.1
PP3920	OHL Scissor Lift	30/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,763.9
PP3921	OHL Scissor Lift	31/03/1998	105,000.0	8.1	10.0	10,500.0	1.9	19,792.6
RLS3190	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3191	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3192	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3193	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3194	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3195	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3196	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3197	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3198	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3199	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3200	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3201	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3202	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
RLS3203	FASSETTA RELAYING GANTRY	01/04/1998	130,000.0	8.1	10.0	13,000.0	1.9	24,540.7
PRTU5000 3	RAIL MOTORIZED EGO4 TROLLEY SET WITH SPEEDO & DIESEL ENGINE	03/07/2003	8,880.0	2.9	10.0	888.0	7.1	6,341.8
RTU7110	RAIL MOTORIZED EGO4 TROLLEY SET WITH SPEEDO &	03/07/2003	8,880.0	2.9	10.0	888.0	7.1	6,341.8

Asset Number	Description	Purchase Date	Standard Replacement Cost (£)	Age (years)	Useful Life (years)	Depreciation/year	Remaining Useful Life (years)	ODRC (£)
	DIESEL ENGINE							
RTU9128	RAIL MOTORISED EGO4 TROLLEY SET WITH SPEEDO & DIESEL ENGINE	03/07/2003	8,880.0	2.9	10.0	888.0	7.1	6,341.8
RTU9219	RAIL MOTORISED EGO4 TROLLEY SET WITH SPEEDO & DIESEL ENGINE	03/07/2003	8,880.0	2.9	10.0	888.0	7.1	6,341.8
PRTU2000 2	RAIL MOTORISED EGO4 TROLLEY SET WITH SPEEDO & DIESEL ENGINE	03/07/2003	8,880.0	2.9	10.0	888.0	7.1	6,341.8
PRTU5009 7	RAIL TROLLEY-MOTORISED EGO4	19/05/2003	8,880.0	3.0	10.0	888.0	7.0	6,232.4
PRTU5009 8	RAIL TROLLEY-MOTORISED EGO4	19/05/2003	8,880.0	3.0	10.0	888.0	7.0	6,232.4
PRTU5009 9	RAIL TROLLEY-MOTORISED EGO4	19/05/2003	8,880.0	3.0	10.0	888.0	7.0	6,232.4
PU3551	UNIMOG ACCESS	28/03/1998	30,000.0	8.1	10.0	3,000.0	1.9	5,630.4
PU9892	MULTI CAR	28/03/1998	14,000.0	8.1	10.0	1,400.0	1.9	2,627.5
RTU50075	Road Rail Excavator	01/01/2003	115,000.0	3.4	7.0	16,428.6	3.6	59,810.8
RTU50076	Road Rail Excavator	01/01/2003	115,000.0	3.4	7.0	16,428.6	3.6	59,810.8
RTU50077	Road Rail Excavator	01/01/2003	115,000.0	3.4	7.0	16,428.6	3.6	59,810.8
RTU50078	Road Rail Excavator	01/01/2003	115,000.0	3.4	7.0	16,428.6	3.6	59,810.8
RTU50079	Road Rail Excavator	01/01/2003	115,000.0	3.4	7.0	16,428.6	3.6	59,810.8
RTU50080	Road Rail Excavator	01/01/2003	115,000.0	3.4	7.0	16,428.6	3.6	59,810.8
RBE002	RBE 002 Rapid Ballast Extractor	31/05/2006	582,041.0	0.0	10.0	58,204.1	10.0	582,041.0



Schedule 4

Specified Intellectual Property

Patent Description	Country	Application Number	Pub Number	Filing Date	Proprietor	Ref
Safety Check	EPO	03 772 416.8	1 559 075	07/11/03	Jarvis Rail Limited and Fastline Limited	Y5628 <sup>1</sup>
Safety Check	UK DIV	05 09602.9	2 409 920	07/11/03	Jarvis Rail Limited and Fastline Limited	Y5672 <sup>1</sup>
Safety Check	PCT	PCT/GB03/004830	WO2004/042663	07/11/03	Jarvis Rail Limited and Fastline Limited	Y2913 <sup>1</sup>
Train for Deployment of Sleepers – Slings	PCT	PCT/GB03/00561	WO03/06856	07/02/03	Fastline Limited	Y2921 <sup>2</sup>
Train for Deployment of Sleepers – Slings	EPO	03 709 932.2	1 474 351	07/02/03	Fastline Limited	Y3936 <sup>2</sup>
Train for Deployment	USA	10/504.339	US2006/037510	07/02/03	Fastline Limited	Y3937 <sup>2</sup>

<sup>1</sup>This patent is subject to a royalty-free, perpetual, irrevocable, non-exclusive licence granted to Network Rail Infrastructure Limited to copy, use, modify, adapt and develop the patent for any use in connection with the operation, maintenance, repair or renewal of the UK rail network, save that such use is only as or as part of a process for controlling and or permitting access to or near the UK rail network to authorised personnel subject to safety related criteria, with the right to sub-licence as necessary to enable the sub-licencee to provide goods or supply services in respect of such use.

<sup>2</sup> Although Fastline Limited has not assessed whether Tube Lines Limited has infringed or is likely to infringe this patent, it has drawn the existence of this patent to Tube Lines' attention as it suspects that Tube Lines may be developing a machine which would infringe one or more of its "Slinger" patents.

Patent Description	Country	Application Number	Pub Number	Filing Date	Proprietor	Ref
of Sleepers - Slings						
Ballast Removal and Apparatus - Mole 2	PCT	PCT/GB01/05796	W002/052105	24/12/01	Fastline Limited and GB Limited	Y2912
Ballast Removal and Apparatus - Mole 2	EPO	01 272 123.9	1 348057	24/12/01	Fastline Limited and GB Limited	Y2953
Ballast Removal and Apparatus - Mole 3	UK	04 12166.1	GB 2 414 761	01/06/04	Fastline Limited and GB Limited	Y3500
Ballast Removal and Apparatus - Mole 3	EPO	05 253 288.4	1650347	27/05/05	Fastline Limited and GB Limited	Y571
Rail Track Delivery and Removal - Slinger 4	UK	04 02643.1	N/A	09/02/04	Fastline Limited	Y2920 <sup>2</sup>
Rail Track Delivery and Removal - Slinger 4	EPO	05 250712.6	1561867	08/02/05	Fastline Limited	Y4957 <sup>2</sup>
Rail Track Delivery and Removal - Slinger 4	USA	11/054.675	US2005/0279239	09/02/05	Fastline Limited	Y4959 <sup>2</sup>

**Trademarks**

<b>TradeMarks</b>	<b>Country</b>	<b>App. No.</b>	<b>Classes</b>	<b>Filing/Registration Date</b>	<b>Proprietor</b>
Accutrack	International (Romania)	838628	7,12,37	10/08/04	Fastline Limited
Accutrack	International (Switzerland)	838628	7,12,37	10/08/04	Fastline Limited
Accutrack	International (Bulgaria)	838628	7,12,37	10/08/04	Fastline Limited
Accutrack	International (Turkey)	838628	7,12,37	10/08/04	Fastline Limited
Combo	UK	2347286	7, 12, 37	30/10/03 AND 19/11/04	Fastline Limited

**Design Rights**

<b>Design Right Description</b>	<b>COUNTRY</b>	<b>App. No.</b>	<b>Pub. No.</b>	<b>Filing Date</b>	<b>Proprietor</b>
A Roller	UK	3016767	3016767	30/03/04	Fastline Limited

**Domain Names**

<b>Domain Name</b>	<b>Country of Registration</b>	<b>OWNER</b>

fastline-group.com	UK	Fastline Limited
jfmtransportsolutions.com	UK	Fastline Limited

TradeMarks	Country	App. No.	Classes	Filing/Registration Date	Proprietor
Accutrack	UK	2358936	7, 12, 37	20/03/04 & 26/11/04	FASTLINE LIMITED
Accutrack	CTM	3967098	7, 12, 37	02/08/04	Fastline Limited
Slinger	UK	2347221	7, 12, 37	29/10/03 & 30/7/04	Fastline Limited

**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 DEBENTURE DATED THE 27th JULY 2006 AND CREATED BY FASTLINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 8th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th AUGUST 2006.

*Large*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —