

# M

## 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

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

13

02995419

Name of company

\* Jarvis Rail Limited (the Company)

Date of creation of the charge

27th April, 2005

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

Fixed charge dated 27th April, 2005 created by the Company and Jarvis Estates Limited 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 as it 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, which expression includes its successors and assigns (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: MONI/GILT

BK:2650936 BK:2651005

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



PMO  
COMPANIES HOUSE  
LD2  
COMPANIES HOUSE

0152  
06/05/05  
0339  
06/05/05

Short particulars of all the property mortgaged or charged

See Continuation Sheets 1-12.

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 Allen & Overy LLP

Date 15th May 2005

On behalf of ~~XXXXXX~~ ~~XXXXXX~~ (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

**Short particulars of all the property mortgaged or charged**

**1. CREATION OF FIXED CHARGE**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other chargor under the Deed), has charged in favour of the Security Agent (as trustee for the Secured Parties):

- (a) by way of legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 (*Real Property*) to these continuation sheets) now belonging to it;
- (b) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- (c) by way of fixed charge, all its present and future:
  - (i) rights under any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property;
  - (ii) rights under any agreement relating to the acquisition of Real Property;
  - (iii) rights under any agreement for the sale of any Real Property;
  - (iv) rights under any agreement relating to the development and refurbishment of Real Property;
  - (v) easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Assets;
  - (vi) benefit of all present and future authorisations held in connection with the use of any Charged Asset specified in this paragraph 1 and the right to recover and receive all compensation which may be payable in respect of them;
  - (vii) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, Fixtures now or in future on the Real Property and/or by any other person under contract with or under a duty to the Company in respect of them;
  - (viii) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Deed) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
  - (ix) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Deed) all rights under each Occupational Lease Document in relation to Real Property.

**2. MISCELLANEOUS**

A reference in these continuation sheets to a Charge of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

**3. RESTRICTED ASSETS**

Unless and until the relevant Chargor has obtained the consent of the relevant landlord, lessor, licensee, licensor or (as the case may be) other relevant party (each of which is hereinafter referred to as a "**Consenting Party**") the Charges shall not extend to any Real Property (hereinafter referred to as a "**Restricted Asset**") if and to the extent that the relevant Chargor is bound by any provision (including in the case of a leasehold property the terms of the relevant Lease) which prohibits (either absolutely or without the consent of the relevant Consenting Party) the creation of a fixed charge over the relevant Restricted Assets. The Chargors shall use all reasonable endeavours to obtain as soon as reasonably possible the consent of the relevant Consenting Party for the relevant Chargor to create a legal mortgage or, as the case may be, other fixed charge over the relevant Restricted Asset as part of the Charges. On each such consent being obtained, the relevant Restricted Asset shall thereupon automatically become subject to the Charges which did not apply to it prior to such consent being obtained by reason of the foregoing provisions of this proviso and the relevant Chargor shall as soon as reasonably practicable produce such consent to the Security Agent.

**4. RANKING OF FIXED CHARGES**

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

**5. SECURITY**

The Company shall not create or permit to subsist any Security over any Charged Asset, except as permitted by Clause 19.3 (*Negative pledge*) of the JPM Term Facility Agreement or Clause 18.3 (*Negative pledge*) of the Bond Facility Agreement.

**6. 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 or otherwise dispose of any Charged Asset except as permitted by Clause 19.4 (*Disposals*) and 19.9 (*Arm's Length Terms*) of the JPM Term Facility Agreement or Clause 18.4 (*Disposals*) and 18.9 (*Arm's Length Terms*) of the Bond Facility Agreement.

**7. 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.

**8. CONTINUING SECURITY**

Subject to Clause 18 (*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.

**9. ADDITIONAL SECURITY**

The Charges and the Guarantee and Indemnity 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.

**10. 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*) of the Security Agency Agreement.

**Agreement for Lease** means an agreement to grant an Occupational Lease.

**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.

**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.

**Distribution Agent** means Barclays Bank PLC as distribution agent under the Principles of Override.

**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:

- (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 (acting on the instructions of all the Further New Money Lenders and Jarvis).

**Fixtures** means the Company's fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**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.

**Insurances** of the Company means all contracts and policies of insurance in relation to Charged Assets of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

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

**Jarvis Estates Limited** means Jarvis Estates Limited, a company incorporated in England and Wales with company number 01534076.

**JPM Term Facility Agreement** means the term facility agreement dated March 3, 2005 as amended and restated on March 22, 2005 and as subsequently amended and restated on or about the date of this Deed 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.

**Lease** means any lease, underlease, tenancy or agreement for lease of which the Real Property is comprised.

**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.

**Occupational Lease** means any lease or licence or other right of occupation to which any Real Property may be subject from time to time.

**Occupational Lease Document** means:

- (a) an Agreement for Lease; or
- (b) an Occupational Lease.

**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.11), 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 fixed charge dated August 27, 2004 created by the Company in favour of the Security Agent;
- (b) the Security created pursuant to the fixed charge dated December 15, 2004 created by the Company in favour of the Security Agent;
- (c) the Security created pursuant to the fixed charge dated January 11, 2005 created by the Company in favour of the Security Agent;
- (d) the Security created pursuant to the fixed charge dated March 3, 2005 created by the Company in favour of the Security Agent; and
- (e) the Security created pursuant to the fixed charge dated March 22, 2005 created by the Company in favour of the Security Agent.

**Real Property** means freehold and leasehold property in England and Wales (including, without limitation, that set out in Schedule 2 (*Real Property*) of these continuation sheets and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

**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 Jarvis 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 (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);
- (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; and
- (j) Charge over Accounts dated 29 January 2005 granted by Jarvis as the Chargor in favour of Barclays Bank plc as the Distribution Agent,

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).

**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.

**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 (previously Jarvis Facilities Limited)	02995419
Jarvis Fastline Limited	02995454
Fastline Limited	02995468
Jarvis Fastline Group Limited	3023442
Northern Track Renewals Company Limited	02995377

**Jarvis Rail Limited**  
**Company No: 02995419**  
**Continuation Sheet 10**

<i><b>Guarantor</b></i>	<i><b>Company Number</b></i>
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
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**

**REAL PROPERTY**

<b>Freehold or Leasehold</b>	<b>Short Description of Property</b>	<b>Title Number or Root of Title</b>
Leasehold	Liverpool – Central CMD Heathfield Street	Lease dated 15/5/1996 between Railtrack plc (1) Northern Infrastructure Maintenance Company Limited (2)

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02995419

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE 27th APRIL 2005 AND CREATED BY JARVIS RAIL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES 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 6th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MAY 2005.

*Ro*  
*su*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES