

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is NOT for
You cannot use this form to register particulars of a charge for a S company. To do this, please use form MG01s

WEDNESDAY



AOVIFIRZ
A03 31/03/2010 111
COMPANIES HOUSE

1 Company details

Company number	0	2	9	9	5	4	6	8
Company name in full	Fastline Limited (the "Company")							

18	For official use
→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	

2 Date of creation of charge

Date of creation	d2	d6	m0	m3	y2	y0	y1	y0
------------------	----	----	----	----	----	----	----	----

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description: Chattel Mortgage (the "**Mortgage**")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured: All monies, obligations and other liabilities (actual or contingent, present or future) from time to time due, owing or incurred by Jarvis plc or the Company to the Chargee under or in connection with the Master Lease Agreement, the Security Agreement or the Mortgage and whether as principal or surety (the "**Secured Sums**")

Definitions

"**Master Lease Agreement**" means the master lease agreement entered into by the Chargee, Jarvis plc (company number 02238084) and the Company (reference GE/706) dated 18 November 2002, as the same may be amended, varied, novated or replaced from time to time

Continuation page
Please use a continuation page if you need to enter more details

Continued.

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	GE Capital Rail Limited (the "Chargee")							
Address	Webber House, 26-28 Market Street, Altrincham							
	Cheshire (formerly 100 Barbirolli Square)							
Postcode	W	A	1	4		1	P	F
Name								
Address								
Postcode								

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

The Company with full title guarantee assigns and conveys the following assets and any interest in, replacement for or modification or addition to any such part of such assets

- 1 TRAMM (Machine Number 98221), and
2. Plain Line Tamper (Machine Number 73601) (the "Assets"),

to the Chargee as a continuing security for the performance by the Company of its covenants to pay on demand to the Chargee all Secured Sums when due and payable (including, without limitation, all Expenses, together with all interest, fees, commissions and bank charges due, owing, or payable to the Chargee by Jarvis plc or the Company).

Negative Pledge

The Company will not, without the prior written consent of the Chargee, create or permit to arise or continue any Encumbrance or equity whatsoever affecting the Assets nor increase nor extend any liability of the Company secured on the Assets, except in favour of the Chargee

Further Assurance

The Company will at its own cost, at the Chargee's request acting reasonably, execute any deed or document and take any action reasonably required by the Chargee to perfect or protect this security or its priority or further to secure on the Assets the Secured Sums or for facilitating the realisation of the Assets or the exercise of any rights or powers of the Chargee

Continued

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X *Mark LLP* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Amy Barnett

Company name Hammonds LLP

Address Trinity Court

16 John Dalton Street

Post town Manchester

County/Region

Postcode M 6 0 8 H S

Country UK

DX 14347 Manchester 1

Telephone +44 (0)161 830 5000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"**Security Agreement**" means the waiver and agreement to grant security dated 12 April 2005 made between Jarvis plc, Jarvis Accommodation Services Limited, the Company and the Chargee

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"**Encumbrance**" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority

"**Expenses**" means

a) all reasonable and duly supported costs (including legal costs), charges, expenses and damages (and any VAT thereon) (in each case on a full indemnity basis) sustained or incurred from time to time by the Chargee in connection with the preparation, negotiation and execution of the Mortgage and any document referred to therein, and/or

b) all reasonable and duly supported costs (including legal costs), charges, expenses and damages (and any VAT thereon) (in each case on a full indemnity basis) sustained or incurred from time to time by the Chargee in connection with the enforcement, defence or protection of the Mortgage (including the costs of any reasonably justified investigation by any person for the purposes of determining whether any action is appropriate to so enforce defend or protect), the appointment of any Receiver, delegate or sub-delegate hereunder or the pursuit of any rights contained therein or under or in connection with the Assets or any document referred to therein

"**Receiver**" means a receiver, receiver and manager not being an administrative receiver (within the meaning of section 29(2) of the Insolvency Act 1986) appointed pursuant to the Mortgage.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2995468

CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 26
MARCH 2010 AND CREATED BY FASTLINE LIMITED FOR
SECURING ALL MONIES, OBLIGATIONS AND LIABILITIES DUE
OR TO BECOME DUE FROM THE COMPANY TO GE CAPITAL
RAIL LIMITED UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 31 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2010

Dt
JA



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES