

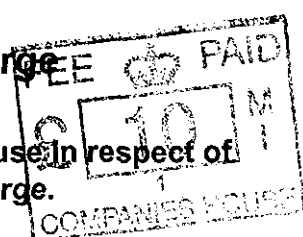
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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge



CHWP000

Please do not write in this margin

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

A fee of £10 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

24

03565430

Name of company

* Fasttrax Limited (the "Chargor")

* insert full name of Company

Date of creation of the charge

19 February 2004

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

Vehicle Mortgage dated 19/02/2004 (the "Vehicle Mortgage") and made between the Chargor and The Law Debenture Trust Corporation p.l.c. (the "Security Trustee")

Amount secured by the mortgage or charge

The Chargor hereby charges in favour of the Security Trustee by way of first fixed charge with full title guarantee all its rights, title and interest in and to the Heavy Transporter Vehicles ("HETs") as continuing security for the payment, performance and discharge of all the Secured Obligations.

10TG594 493 S 076436
10TG594 404 S 079666

SHOULD BE
OVERLEAF
SHORT PARTICULARS

Value £621663 each 2 numbers £1243'326

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

The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London
(as Security Trustee)

Postcode EC2V 7EX

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

IW Bryant Fasttrax Limited,
Wing House, Marlborough
Rd, Bulford Barracks,
Salisbury SP4 9LZ

For official Use
Mortgage Section

Time critical reference



PMO *PG700881* 0202
COMPANIES HOUSE 20/02/04
A02 *ABTSST1S* 0228
COMPANIES HOUSE 01/03/04
A16 *A42KZSR1* 0543
COMPANIES HOUSE 20/02/04

Short particulars of all the property mortgaged or charged

See attached Continuation Sheets

FROM FRONT

X

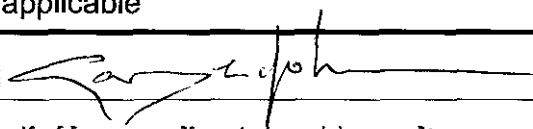
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this margin

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

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed



Date

19 February 2004

On behalf of [company][mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Short particulars of all the property mortgaged or charged**1. Security****1.1 Fixed Charge**

The Chargor charges in favour of the Security Trustee by way of first fixed charge with full title guarantee all its rights, title and interest in and to the HETs as continuing security for the payment, performance and discharge of all the Secured Obligations.

1.2 Assignment

The Chargor assigns and agrees to assign with full title guarantee to the Security Trustee all of the Chargor's rights, title and interest in and to the Insurances which relate to the HET Vehicle as continuing security for the payment, performance and discharge of the Secured Obligations.

1.3 Redemptions

The Security Trustee will do all acts and things necessary to release and reassign (as appropriate) to the Chargor the Issuer Charged Property at the request and cost of the Chargor, provided that the Chargor has discharged in full the Secured Obligations of the Chargor.

The Vehicle Mortgage also contains the following provisions:

2. Covenant to Perform

The Chargor covenants with the Security Trustee that the Chargor will:

2.1 not:

2.1.1 permit any encumbrance to exist over the Issuer Charged Property other than Permitted Encumbrances;

2.1.2 dispose of (whether by way of sale, lease, assignment, the grant of any encumbrance or otherwise) the Issuer Charged Property other than as expressly permitted under the Senior Finance Documents;

or attempt to hold itself out as having any power to or permit any person to do any of the above; and

2.2 discharge the Secured Obligations of the Chargor when due and payable in accordance with the terms of the Finance Documents.

3. Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their respective delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Vehicle Mortgage and does not so take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment. The Security Trustee, each Receiver and any of their respective delegates or sub-delegates agree not to exercise their rights under the power of attorney conferred by the Vehicle Mortgage until an Enforcement Event has occurred.

Definitions:

The following terms used in this Companies Form No. 395 shall have the following meanings:

"Acceptable Letter of Credit" means a letter of credit (in a form satisfactory to the Credit Provider (acting reasonably)) which:

- (a) shall be issued in favour of HoldCo and/or the Issuer and/or the Security Trustee by a bank which at all times shall be a Qualifying Bank;
- (b) has a residual maturity of not less than three months; and
- (c) is in full force and effect,

provided that if at any time the issuer of any such Acceptable Letter of Credit ceases to be a Qualifying Bank, the relevant letter of credit shall not cease to be an Acceptable Letter of Credit until the date which is one month after the issuer ceases to be a Qualifying Bank;

"Account Bank" at any time means The Bank of New York or any other bank or banks agreed between the parties to the Collateral Deed which is or are a party to the Accounts Agreement;

"Accounts" means the Issuer Accounts and the HoldCo Accounts;

"Accounts Agreement" means the accounts agreement dated 14 December 2001 between the Chargor, HoldCo, the Security Trustee, the Bond Trustee, Ambac, and the Account Bank;

"Act" means the Law of Property Act 1925;

"Ambac" means Ambac Assurance UK Limited;

"Ambac Event of Default" means:

- (a) any Insured Amount which is Due for Payment is not paid by Ambac on the date stipulated in the Bond Policy;
- (b) Ambac disclaims, disaffirms, repudiates and/or challenges the validity of any of its obligations under the Bond Policy or seeks to do so;
- (c) a court of competent jurisdiction enters a final and non-appealable order, judgment or decree for the winding-up, or the appointment of an administrator or receiver (including an administrative receiver or arranger), of Ambac (or, as the case may be, of a material part of its property or assets); or
- (d) Ambac:
 - (i) presents any petition or takes any proceedings for the winding-up, or the appointment of an administrator or receiver (including an administrative receiver or arranger), of Ambac (or, as the case may be, of a material part of its property or assets); or
 - (ii) makes or enters into any general assignment, composition, arrangement (including, without limitation, a voluntary arrangement under Part I of the Insolvency Act 1986) or compromise with or for the benefit of any of its creditors; or

becomes unable to pay its debts within the meaning of section 123(2) or section 123(1)(e) of such Insolvency Act or admits in writing its inability, or fails generally, to pay its debts as they become due;

"Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;

“Authority Direct Agreement” means the direct agreement dated 14 December 2001 between the Issuer, the Security Trustee, Ambac and the Authority in respect of the Concession Agreement;

“Bond Arranger Agreement” means the bond arranger agreement dated 11 December 2001 between the Chargor, HoldCo, the Arranger and Ambac;

“Bond Custodian” means The Bank of New York or such other person from time to time appointed as bond custodian pursuant to the Bond Custody Agreement;

“Bond Custody Agreement” means the bond custody agreement dated 14 December 2001 between the Chargor, the Security Trustee and the Bond Custodian relating to the Variation Bonds;

“Bond Documents” means the Bonds, the Bond Trust Deed, the Registrar and Agency Agreement, the Bond Placement Agreement, the Bond Arranger Agreement and the Bond Custody Agreement;

“Bondholder” means each person who is for the time being a registered holder of one or more Bonds for the purposes of the Bond Trust Deed and **“Bondholders”** means all such persons;

“Bond Placement Agreement” means the bond placement agreement dated 11 December 2001 between the Chargor, HoldCo, the Investors and Ambac;

“Bond Policy” means a financial guarantee insurance policy and the endorsement thereto issued on 14 December 2001 by Ambac in respect of the Bonds;

“Bond Trust Deed” means the trust deed made on 14 December 2001 between the Chargor, the Bond Trustee and Ambac constituting the Bonds;

“Bond Trustee” means Law Debenture Trustees Limited or any successor thereto;

“Bonds” means the £56,000,000 Class A 3.459% Limited Index-Linked Guaranteed Secured Bonds due 2021, the £20,680,000 Class B 5.91% Fixed Rate Guaranteed Secured Bonds due 2021 (which includes £4,000,000 in nominal amount of Class B Bonds as unguaranteed variation bonds), and the £12,200,000 Class C 5.72% Fixed Rate Guaranteed Secured Bonds due 2005 issued by the Chargor on 14 December 2001 pursuant to the Bond Trust Deed or such of them as shall be outstanding from time to time;

“CapCo Direct Agreement” means the agreement dated 14 December 2001 between the Issuer, CapCo, the CapCo Guarantor and the Security Trustee;

“Change of Law Reserve Account” means the account opened by the Issuer with the Account Bank for the purposes set out in Clause 10 of the Accounts Agreement;

“Closing Date” means 14 December 2001;

"Collateral Deed" means the collateral deed dated 14 December 2001 between the Chargor, Holdco, the Security Trustee, the Bond Trustee and Ambac;

"Comfort Letters" means the letters of comfort to be delivered by each of BEIL and Noble pursuant to paragraph 24 of Schedule 1 to the Collateral Deed in the case of BEIL or the Investment Support Agreement in the case of Noble in support of their subscription obligations under the Junior Finance Documents;

"Credit Provider" means, (i) at any time prior to the Senior Finance Liabilities Discharge Date, Ambac unless and until such time as the Security Trustee has received notice from the Bond Trustee that an Ambac Event of Default has occurred, in which case, unless such Ambac Event of Default has been cured to the satisfaction of the Bond Trustee or waived by the Bond Trustee, the Credit Provider means the Bond Trustee and, (ii) at any time after the Senior Finance Liabilities Discharge Date, the Junior Creditor so appointed pursuant to Clauses 7.4 and 7.6 of the Security Trust and Intercreditor Deed;

"Direct Agreements" means the Authority Direct Agreement, the CapCo Direct Agreement and the OpCo Direct Agreement;

"Distributions Account" means the account opened by the Issuer with the Account Bank for the purposes set out in Clause 12 of the Accounts Agreement;

"Due for Payment" has the meaning given to that term in the Bond Policy;

"Enforcement Event" means the occurrence of an Event of Default which is continuing and has not been remedied or waived in accordance with the Collateral Deed and (after the Senior Finance Liabilities Discharge Date) a default of any payment obligation under the Junior Finance Documents;

"Equity/Sub-Debt Parent Guarantee" means a guarantee of Halliburton Brown and Root Limited's obligations under the Shareholder's Support Agreement granted by the Equity/Sub-Debt Parent Guarantor in favour of the Security Trustee (which guarantee shall contain an obligation to provide a Relevant L/C on certain conditions);

"Equity/Sub-Debt Parent Guarantor" means Halliburton Company;

"Escrow Account" means the account opened and maintained by the Issuer with the Account Bank for the purpose of Clause 3 of the Accounts Agreement;

"Event of Default" means any event or circumstances described as such in Clause 15 of the Collateral Deed;

"Finance Documents" means the Senior Finance Documents and the Junior Finance Documents;

"Force Majeure Reserve Account" means the account opened by the Issuer with the Account Bank for the purposes set out in Clause 13 of the Accounts Agreement;

"GIC" or "Guaranteed Investment Contract" means the guaranteed investment contract dated 14 December 2001 between the Chargor and the GIC Provider;

"GIC Provider" means Ambac Capital Funding, Inc;

"HoldCo" means Fasttrax Holdings Limited, a company incorporated under the laws of England and Wales with registered number 4331785;

"HoldCo Accounts" means the HoldCo Proceeds Account and the HoldCo Distributions Account (and any sub-accounts into which any such account may be sub-divided in accordance with the Accounts Agreement) and **"HoldCo Account"** means either of them;

"HoldCo Debenture" means the debenture dated 14 December 2001 granted by HoldCo in favour of the Security Trustee;

"HoldCo Distributions Account" means the account opened and maintained by HoldCo with the Account Bank for the purpose of Clause 16 of the Accounts Agreement;

"HoldCo Loan Notes" means the loan notes issued by HoldCo pursuant to the Shareholder Subscription Agreement;

"HoldCo Proceeds Account" means the account opened and maintained by HoldCo with the Account Bank for the purpose of Clause 15 of the Accounts Agreement;

"HET Vehicles" has the meaning given to it in the Concession Agreement;

"Initial Junior Creditors" means the Initial Shareholders and the Initial Sub-Debt Providers;

"Initial Junior Creditors Security Documents" means the Equity/Sub Debt Parent Guarantee and the Comfort Letters;

"Initial Shareholders" means (in their capacity as subscribers to shares in HoldCo) Halliburton Brown & Root Limited, Barclays European Infrastructure Limited, (and if Clause 2.3 of the Investment Support Agreement applies) Noble PFI Fund II and (in its capacity as subscriber to shares in the Issuer) HoldCo;

"Initial Sub-Debt Providers" means (in their capacity as subscribers to the HoldCo Loan Notes) Halliburton, Brown & Root Limited, Barclays European Infrastructure Limited, (and if Clause 2.3 of the Investment Support Agreement applies) Noble PFI Fund II and (in its capacity as subscriber to the Issuer Loan Notes) HoldCo;

"Insurance and Indemnity Agreement" means the insurance and indemnity agreement dated 14 December 2001 between the Issuer, HoldCo and Ambac;

"Insurance Proceeds Account" means the account opened and maintained by the Issuer with the Account Bank for the purpose of Clause 9 of the Accounts Agreement;

"Insurances" means all insurances effected pursuant to Schedule 3 of the Collateral Deed and **"Insurance"** shall be construed accordingly;

"Insured Amount" means all sums insured by or payable under the Bond Policy;

"Issuer Accounts" means each of the Senior Debt Service Account, the Senior Debt Service Reserve Account, the Escrow Account, the Force Majeure Reserve Account, the Proceeds Account, the Operating Account, the Change of Law Reserve Account, the Insurance Proceeds Account, the Tax Reserve Account (if any), the Supplemental Reserve Account and the Distributions Account (and any sub-accounts into which any such account may be subdivided in accordance with the Accounts Agreement) and **"Issuer Account"** means any of them;

"Issuer Charged Property" means the HET Vehicle[s] specified in the schedule to the Vehicle Mortgage;

"Issuer Debenture" means the debenture dated 14 December 2001 given by the Issuer in favour of the Security Trustee;

"Issuer Loan Notes" means the loan notes issued by the Issuer pursuant to the Shareholder Subscription Agreement;

"Investment Support Agreement" means the investment support agreement dated 14 December 2001 between, *inter alios*, the parties to the Vehicle Mortgage;

"Investors" means Prudential Annuities Limited, Prudential Retirement Income Limited and The Prudential Assurance Company Limited;

"Junior Creditors" means at the Closing Date the Initial Junior Creditors, and thereafter any Shareholder and any Sub-Debt Provider who has become a party to the Security Trust and Intercreditor Deed pursuant to the terms of Clause 15.3.3 of the Security Trust and Intercreditor Deed;

"Junior Finance Documents" means the Shareholder Subscription Agreement, the Shareholders Support Agreement, the Investment Support Agreement, the HoldCo Loan Notes, the Issuer Loan Notes and (after the Senior Finance Liabilities Discharge Date) the Security Trust and Intercreditor Deed and the Master Agreement;

"Master Agreement" means the master agreement dated 14 December 2001 between, *inter alios*, the parties to the Vehicle Mortgage;

"Obligors" means the Chargor and HoldCo and **"Obligor"** means either of them;

"OpCo" means FTX Logistics Limited (or any of its permitted successors or assign) or any person from time to time acting as a contractor to the Issuer under a contract replacing the Operating and Maintenance Contract;

"OpCo Direct Agreement" means the direct agreement dated 14 December 2001 between the Issuer, the Security Trustee, the OpCo Guarantor and OpCo;

"OpCo Guarantor" means Halliburton Company;

"Operating Account" means the account opened and maintained by the Issuer with the Account Bank for the purpose of Clause 4 of the Accounts Agreement;

"Operating and Maintenance Contract" means the operating and maintenance contract dated 14 December 2001 between the Issuer and OpCo;

"Operating Budget" means, at any time, the most recent operating budget prepared by the Chargor in accordance with Clause 6.6 of the Collateral Deed and approved (to the extent required by Schedule 7) pursuant to the procedure set out in Schedule 7 of the Collateral Deed;

"Permitted Encumbrance" means:

- (a) an encumbrance arising under the Finance Documents;
- (b) an encumbrance arising solely by operation of law;
- (c) an encumbrance consented to by the Credit Provider;
- (d) in respect of the Chargor only, an encumbrance created over an asset acquired in accordance with the Operating Budget from time to time which secures only indebtedness incurred for the purposes of such acquisition;
- (e) in respect of the Chargor only, any retention of title arrangement entered into in the normal course of its trading activities on the counterparty's standard or usual terms; and
- (f) in respect of the Chargor only, finance leases not exceeding £50,000 in aggregate;
- (g) any netting or set off arrangements entered into by an Obligor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances on the Accounts;
- (h) any lien arising by operation of law and in the ordinary course of trading; and
- (i) an encumbrance which is approved in writing by the Credit Provider;

"Principal Paying Agent" means the principal paying agent appointed pursuant to the Registrar and Agency Agreement;

"Proceeds Account" means the account opened and maintained by the Issuer with the Account Bank for the purposes set out in Clause 5 of the Accounts Agreement;

"Qualifying Bank" means any bank which is an authorised institution (for the purpose of the Banking Act 1987) and whose short-term debt is rated at least A-1 by S&P and P-1 by Moody's and whose long-term debt is at least A+ by S&P and at least A1 by Moody's or, in the case of a bank whose long-term debt is not rated, a bank of equivalent standing approved by the Credit Provider or such other bank as is approved by the Credit Provider (in its sole discretion);

"Receiver" means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a receiver, in either case, appointed under the Vehicle Mortgage;

"Registrar" means The Bank of New York;

"Registrar and Agency Agreement" means the registrar and agency agreement dated 14 December 2001 between the Bond Trustee, the Principal Paying Agent, the Registrar and the Chargor;

"Relevant L/C" means Acceptable Letters of Credit, in a form satisfactory to the Credit Provider, *inter alia*, securing the obligations of the Equity/Sub-Debt Parent Guarantor and/or the Third Party Revenue Guarantor;

"Secured Obligations" means all present or future, actual or contingent, obligations of each of the Chargor and Holdco (whether entered into solely or jointly with one or more persons

and whether as principal or as surety) to any of the Senior Creditors and/or the Junior Creditors under the Finance Documents (which shall include, without limitation, any obligations of the Obligor which may from time to time arise by way of subrogation);

"Security Documents" means:

- (a) the Issuer Debenture;
- (b) HoldCo Debenture;
- (c) the Relevant L/Cs (other than any Relevant L/C provided to secure the obligations of the Third Party Revenue Guarantor);
- (d) Initial Junior Creditors Security Documents;
- (e) the Shareholders' Support Agreement;
- (f) the Security Trust and Intercreditor Deed;
- (g) the Bond Custody Agreement;
- (h) the Vehicle Mortgages;
- (i) any other document from time to time executed in favour of the Security Trustee for the purpose of Security Trustee for the purpose of securing all or any of the Secured Obligations; and
- (j) any deed of accession entered into in respect thereof;

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated 14 December 2001 between the Chargor, HoldCo, the Junior Creditors, the Security Trustee, the Bond Trustee, the Registrar, the Account Bank, the Principal Paying Agent, the Bond Custodian, Ambac, the GIC Provider and the Swap Counterparty;

"Senior Creditors" means each of Ambac, the Bond Trustee, the Bondholders, the Security Trustee, the GIC Provider, the Swap Counterparty, the Registrar, the Account Bank, the Principal Paying Agent and the Bond Custodian;

"Senior Debt Service Account" means the account opened and maintained by the Issuer with the Account Bank for the purpose of Clause 7 of the Accounts Agreement;

"Senior Debt Service Reserve Account" means the account opened and maintained by the Issuer with the Account Bank for the purpose of Clause 6 of the Accounts Agreement;

"Senior Finance Documents" means the Bond Documents, the Bond Policy, the Insurance and Indemnity Agreement, the Accounts Agreement, the Direct Agreements, the GIC, the Swap, the Collateral Deed, the Master Agreement and the Security Documents and any other document or agreement which shall be so specified between the parties;

"Senior Finance Liabilities" means the indebtedness of the Chargor and/or HoldCo to the Senior Creditors under the Senior Finance Documents;

"Senior Finance Liabilities Discharge Date" means the date upon which all Senior Finance Liabilities have been fully and irrevocably paid or discharged and no further Senior Finance Liabilities are capable of becoming outstanding;

"Shareholders" means at the Closing Date the Initial Shareholders and, thereafter, any shareholders of HoldCo and/or the Issuer from time to time;

"Shareholder Subscription Agreement" means the shareholder subscription agreement dated 14 December 2001 between the Initial Shareholders, the Initial Sub-Debt Providers, HoldCo and the Chargor;

"Shareholders Support Agreement" means the agreement dated 14 December 2001 between the Chargor, HoldCo, the Initial Shareholders, the Initial Sub-Debt Providers, the Security Trustee, Ambac and the Bond Trustee;

"Sub-Debt Providers" means, at the Closing Date, the Initial Sub-Debt Providers and thereafter, any holders from time to time of HoldCo Loan Notes or Issuer Loan Notes;

"Supplemental Reserve Account" means the account opened and maintained by the Issuer with the Account Bank for the purposes of Clause 8 of the Accounts Agreement;

"Swap" means the ISDA Master Agreement, Schedule, Confirmation and Credit Support Annex dated 14 December 2001 between the Swap Counterparty and the Chargor;

"Swap Counterparty" means Ambac Financial Services LP;

"Tax Reserve Account" means the account (if any) opened and maintained by the Issuer with the Account Bank pursuant to Clause 11 of the Accounts Agreement;

"Third Party Revenue Guarantor" means Halliburton Company;

"Variation Bonds" means the £4,000,000 Class B 5.91% Fixed Rate Guaranteed Secured Bonds due 2021 of the Chargor (which for the avoidance of doubt, shall not benefit from the Bond Policy so long as such Bonds are Variation Bonds) held by the Bond Custodian pending any sale in accordance with Clause 19 of the Collateral Deed (for the avoidance of doubt, after sale by the Chargor pursuant to Clause 19 of the Collateral Deed, such Variation Bonds so sold, shall no longer be Variation Bonds, and shall be Bonds, with all rights pertaining thereto).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03565430

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A VEHICLE MORTGAGE DATED THE 19th FEBRUARY 2004 AND CREATED BY FASTTRAX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND FASTTRAX HOLDINGS LIMITED TO ANY OF THE SENIOR CREDITORS AND/OR THE JUNIOR CREDITORS 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 20th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th MARCH 2004.

A handwritten signature in black ink, appearing to be 'Rhe'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES