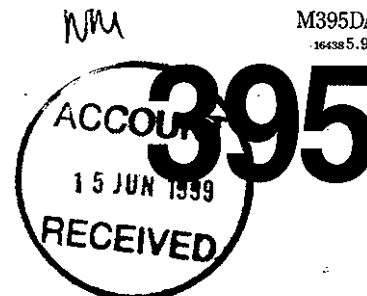


# M

## Particulars of a mortgage or charge

Please do not  
write in this  
margin

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use

Company number

Please  
complete  
legibly,  
preferably  
in black type,  
or bold block  
lettering**3282548**

Name of company

* <b>VIRGIN RAIL GROUP LIMITED</b>
(the "Company")

\* insert full  
name of  
company

Date of creation of the charge

<b>08 JUN 1999</b>
--------------------

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

Deposit Agreement to Secure Own Liabilities (the "Agreement")
---

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent (including monies then advanced and liabilities incurred thereafter) which then were or at any time thereafter might be due, owing or incurred by the Company to Lloyds Bank Plc (the "Bank") anywhere on any current or other account or in any manner whatever whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety and in whatever currency denominated together with interest on all such money and liabilities to the date of payment commission and other banking charges and all legal and other costs charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in relation to any of the aforesaid money and liabilities or any agreement or transaction in respect of which the same arise (including, without limitation, those incurred in relation to or in enforcing the Agreement).
--

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

Lloyds Bank Plc	( 30-00-02 )
71 Lombard Street	
London	Postcode EC3P 3BS

Presentor's name address and  
reference (if any):**LLOYDS BANK Plc**  
Securities Department,  
City Office - Bailey Drive  
Gillingham Business Park  
Kent ME8 0LS

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Deposit and all such rights to the repayment thereof as the Company may at any time have under the terms upon which the Deposit was made and the provisions contained in the Agreement (or otherwise howsoever).

The Deposit means the debt or debts which were then or thereafter owing to the Company (in whatever currency denominated) by the Bank: *or any party*

- A. (1) on the account or accounts described in the Schedule below as the same may be re-designated/re-numbered from time to time; or  
(2) which is/are otherwise described in the said Schedule;
- B. All interest (if any) then owing and thereafter to become owing in respect of any such account(s) or deposit(s) as are referred to in A. above, including interest which is compounded and treated as principal;

and such expression includes any amounts referred to in Clause 3(B) and Clause 6 of the Agreement.

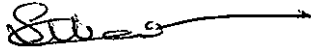
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Please  
complete  
legibly,  
preferably in  
black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

10<sup>TH</sup> JUNE 1999

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

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

The charge thereby created was expressed to be a first fixed charge.

The Agreement contained a provision that the Company would not without the Bank's prior written consent assign, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank).

#### THE SCHEDULE

The account(s) with the Bank at its CITY OFFICE branch  
in the name of Lloyds Bank Plc Re: VIRGIN RAIL GROUP LIMITED denominated in STERLING  
designated CURRENT ACCOUNT and now numbered 0474245  
\_\_\_\_\_ and any account(s) (in whatever currency denominated) for the time being  
replacing any account(s) referred to in this Schedule.

The account(s) with the Bank at its \_\_\_\_\_ branch  
in the name of Lloyds Bank Plc Re: \_\_\_\_\_ denominated in \_\_\_\_\_  
designated \_\_\_\_\_ and now numbered \_\_\_\_\_  
\_\_\_\_\_ and any account(s) (in whatever currency denominated) for the time being  
replacing any account(s) referred to in this Schedule.

The deposit with the Bank's Treasury Division in the name of \_\_\_\_\_  
denominated in \_\_\_\_\_ now numbered \_\_\_\_\_ and any deposit(s) (in  
whatever currency denominated) at any time made in renewal or replacement of any deposit(s) referred to in  
this paragraph of the Schedule.

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
marginContinuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

**3282548**Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

**VIRGIN RAIL GROUP LIMITED**\*Delete if  
inappropriate

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not  
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legibly, preferably  
in black type, or  
bold block lettering

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margin

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legibly, preferably  
in black type, or  
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03282548

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT TO SECURE OWN LIABILITIES DATED THE 8th JUNE 1999 AND CREATED BY VIRGIN RAIL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JUNE 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E