

# M

COMPANIES FORM No 395

## Particulars of a mortgage or charge

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072867

# 395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write  
in this margin  
Please complete  
legibly, preferably  
in black type or  
bold block lettering

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

For Official use

Company Number

2

04281782

Name of Company

\* Red Funnel Ferries Limited (the "Parent")

\*insert full name of  
company

Date of creation of the charge

21 December 2001

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

Red Funnel Deed of Charge (the "**Red Funnel Deed of Charge**") between the Borrowers, the Parent, the Issuer, the Working Capital Facility Provider, the Account Bank, the Security Trustee and the Note Trustee.

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Bank of New York (for itself and on behalf of the other Red Funnel Secured Parties) (the "**Security Trustee**") of One Canada Square, London.

Postcode

E14 5AL

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

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel: 020 7456 2000

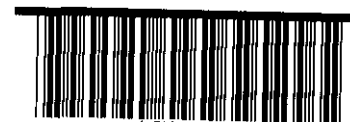
Ref: JJR

Please return  
via  
**CH London Counter**

Time critical reference

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0459  
02/01/02

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed *Linklaters*

Date *31/12/2001*

On behalf of mortgagee<sup>†</sup>

**Note**

<sup>†</sup> Delete as appropriate

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 including 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:-

Companies House, Crown Way, Cardiff CF4 3UZ

**Amount secured by the mortgage or charge**

- 1** All moneys and liabilities whatsoever which at the time of the Red Funnel Deed of Charge are or at any time thereafter may (whether before or after demand) become due, owing or payable to the Security Trustee (whether for its own account or as trustee for the Red Funnel Secured Parties) or any of the other Red Funnel Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) by the Parent actually or contingently, under or in respect of the Issuer/Borrowers Facility Agreement and/or the Working Capital Facility Agreement, the Red Funnel Deed of Charge or any other Relevant Document to which it is a party; and
- 2** All other obligations and liabilities of the Parent under the Issuer/Borrowers Facility Agreement and/or the Working Capital Facility Agreement and/or the Red Funnel Deed of Charge and/or any other Relevant Document to which it is a party.

Provided always there shall be excluded from the foregoing any liability or sum which would, but for this proviso, cause such covenant and undertaking or the security constituted by the Red Funnel Deed of Charge (or any part thereof) for such liability or sum to constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

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

- 1 **Securities:** A charge by way of first fixed equitable mortgage in favour of the Security Trustee of all of the Parent's right, title, interest and benefit, present and future, in and to the Parent Original Securities owned by the Parent and/or any nominee on its behalf at the time of the Red Funnel Deed of Charge or in the future from time to time and all its right, title, interest and benefit in, and options to acquire, shares, stocks, debenture stocks, debentures and other securities for the time being owned by it and/or any nominee on its behalf at the time of the Red Funnel Deed of Charge or in the future, and all dividends and interest paid or payable in relation thereto and all shares, securities, rights, money or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference in respect of or incidental or ancillary thereto.
- 2 **Floating Charge:** A charge by way of first floating charge in favour of the Security Trustee of the whole of its undertaking and all the Parent's property, assets and rights, whatsoever and wheresoever, both present and future (including but not limited to all stock in trade and including all freehold and leasehold property) other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to paragraph 1 above or otherwise effectively assigned by way of security.
- 3 Save for Permitted Encumbrances, each of the dispositions of property effected in or pursuant to paragraphs 1 and 2 above is made with full title guarantee.
- 4 **Acknowledgement:** Each of the Obligors (with respect only to the security interests made or granted by it) acknowledges the assignments, charges and other security interests made or granted by the foregoing provisions of the Red Funnel Deed of Charge and the Ship Mortgages and undertakes to the Security Trustee (save as permitted herein or in any other Relevant Document) not to do anything inconsistent with the security given under or pursuant to the Red Funnel Deed of Charge or the Ship Mortgages or knowingly to prejudice the security granted to the Security Trustee pursuant to the Red Funnel Deed of Charge or the Ship Mortgages or the Red Funnel Charged Property or the Security Trustee's interest therein.
- 5 **Encumbrances:** Each Obligor undertakes to the Security Trustee and to each of the Red Funnel Secured Parties that it will not (and will not agree to) create or have outstanding any Encumbrance over all or any of its assets, rights or property including, without limitation, the Red Funnel Charged Property except as created by or as permitted in accordance with the Relevant Documents including Clause 16.3.1 of the Issuer/Borrowers Facility Agreement.
- 6 **Disposals:** Each Obligor undertakes to the Security Trustee and to each of the Red Funnel Secured parties that it will not dispose of, transfer, sell, lease, part with, or assign or agree to dispose of, transfer, sell, lease, part with or assign all or any part of its assets, rights or property or any interest therein including, without limitation, any of the Red Funnel Charged Property except pursuant to or as permitted by or in accordance with the Relevant Documents and in particular, Clause 16.4 of the Issuer/Borrowers Facility Agreement.
- 7 **Security:** If any Obligor creates or permits to subsist any Encumbrance in breach of the provisions of paragraphs 5 or 6 above then, to the extent possible under applicable law, all of its obligations under the Relevant Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.
- 8 **Fixed Mortgage:** Each Obligor jointly and severally covenants with and undertakes to the Red Funnel Secured Parties and the Security Trustee at the cost of the relevant Obligor, as a continuing security for the payment or discharge of the Red Funnel Secured Amounts if the Security Trustee or the Receiver so requires, promptly to execute a first or subsequent legal

## Short particulars of all the property mortgaged or charged

mortgage, registered charge or equitable charge (as the Security Trustee or the Receiver may require), in terms specified by the Security Trustee or the Receiver, of any freehold or leasehold property or shares in the capital of any company or assets which is hereafter acquired by any Obligor.

In this Form 395, except to the extent that the context requires otherwise:

**"ABPH"** means Associated British Ports Holdings PLC;

**"ABPH Deed of Tax Covenant"** means a deed dated 1 December 2000 made between ABPH and RFG pursuant to which ABPH agreed, *inter alia* to pay RFG an amount equal to certain liabilities of certain Red Funnel Group companies;

**"Account Bank"** means Lloyds TSB Bank Plc acting through its branch at P.O. Box 72, Bailey Drive, Gillingham Business Park, Gillingham, Kent ME8 0LS or such person or persons from time to time appointed as account bank, subject to and in accordance with the terms of the Account Bank Agreement;

**"Account Bank Agreement"** means the agreement dated the Closing Date between the Issuer, the Borrowers, the Parent, the Account Bank and the Security Trustee;

**"Accounting Principles"** means the accounting principles, standards, conventions and practices, from time to time and at any time generally accepted in the United Kingdom and which have been approved by the Accounting Standards Board, and which implement the requirements of the Companies Act 1985 (as amended by the Companies Act 1989) and of any other legislation or regulation, compliance with which is required by law in connection with the preparation of accounts by companies incorporated with limited liability, or compliance with which is generally adopted and practised by such companies in the United Kingdom in effect from time to time, consistently applied;

**"Agency Agreement"** means the agreement the Closing Date between the Issuer, the Borrowers, the Principal Paying Agent, the Luxembourg Paying and Transfer Agent, the New York Paying and Transfer Agent, the Registrar, the Agent Bank and the Note Trustee;

**"Agent Bank"** means The Bank of New York or such person or persons from time to time appointed as agent bank, subject to and in accordance with the terms of the Agency Agreement;

**"Assignment of Insurance"** means the assignments of Marine Insurances entered into between SLOW and the Security Trustee on the Closing Date;

**"Borrowers"** means SLOW together with Vectis;

**"Borrowers/RFG Facility Agreement"** means the facility agreement dated on or about the Closing Date, made between the Borrowers and RFG;

**"Clearstream, Luxembourg"** means Clearstream Banking, société anonyme;

**"Closing Date"** means 21 December 2001 or such later date as may be agreed by the Borrowers, the Issuer, the Note Trustee, the Security Trustee and the Lead Manager, being the date on which the Notes are issued;

**"Conditions"** means, in relation to the Original Notes, the terms and conditions applicable to the Original Notes in the form set out in the Third Schedule to the Trust Deed and, in relation to any Further Notes, the terms and conditions applicable thereto in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be altered in accordance with the provisions of the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed

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

accordingly; reference to any particular numbered Condition shall be construed, in relation to any Further Notes, as a reference to the provision (if any) in the Conditions thereof which corresponds to that particular Condition in the Original Notes;

**"Deed of Covenants"** means the deed of covenants to be entered into on or about the Closing Date between SLOW and the Security Trustee;

**"Deed of Undertaking"** means the deed of undertaking dated the Closing Date between RFG and the Security Trustee whereby RFG undertakes to the Security Trustee to put SLOW and/or Vectis, as the case may be, in funds in respect of payments due in relation to tax liabilities to the extent that these are received from ABPH under the ABPH Deed of Tax Covenant, as more fully described therein;

**"Definitive Notes"** means the notes in definitive form which may be issued in respect of the Notes pursuant to, and in the circumstances specified in, Clause 3 of the Trust Deed and includes any replacements for Definitive Notes issued pursuant to Condition 13 and are issued substantially in the form described in the Trust Deed and as set out in Parts A and B of the Second Schedule to the Trust Deed and/or definitive notes issued in respect of New Notes or, as the context may require, any combination of the same;

**"Encumbrance"** includes any mortgage, charge (whether legal or equitable), assignation in security, pledge, lien, hypothecation, security interest or other encumbrance securing any obligation of any person (including, without limitation, title transfer and retention arrangements, sale and leaseback, sale and repurchase arrangements, or any other agreement, trust or arrangement having the effect of providing security);

**"Euroclear"** means Euroclear Bank S.A./N.V., as operator of the Euroclear System or the successor for the time being to such business;

**"Excluded Group Entity"** means any member of the Red Funnel Group that is not a Security Group Entity and any affiliates thereof (other than a Security Group Entity);

**"Finance Lease"** means a contract between a lessor and a lessee treated as a finance lease in accordance with Accounting Principles;

**"Fitch"** means Fitch Ratings Limited;

**"Further Notes"** means any Notes of the Issuer on the same terms as the Original Notes (save as to the first Interest Payment Date) constituted by a deed supplemental to the Trust Deed pursuant to Clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof and includes the Regulation S global note (or any part thereof) representing the same, the Rule 144A global note (or any part thereof) representing the same, and (if issued) the definitive notes (or any of them) representing the same;

**"Global Notes"** means, as the context requires, the Regulation S Global Note(s) and/or the Rule 144A Global Note(s);

**"Inter-Company Loans"** means the Borrowers/RFG Facility Agreement;

**"Interest Payment Date"** means, in relation to the Notes and elsewhere where the context admits, has the meaning given to it in the Conditions;

**"Issuer"** means Red Funnel Finance Plc, a company incorporated in England and Wales with limited liability whose registered office is 12 Bugle Street, Southampton, Hampshire SO14 2JY;

**"Issuer/Borrowers Facility Agreement"** means the agreement dated the Closing Date between the Borrowers, the Parent, the Issuer and the Security Trustee pursuant to which the Issuer agreed to make

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

available, from time to time, certain loan facilities to the Borrowers upon and subject to the terms set out therein;

**"Issuer Charged Property"** means the whole of the right, title, benefit and interest of the Issuer in the property, assets and rights of the Issuer described in Clause 3 of the Issuer Deed of Charge and all other property, assets and rights whatsoever of the Issuer and wheresoever situate, present and future, including without limitation any uncalled share capital of the Issuer (other than the sum of £1 retained by the Issuer);

**"Issuer Secured Creditors"** means each of:

- (a) the Security Trustee;
- (b) the Note Trustee;
- (c) the Noteholders;
- (d) the Liquidity Facility Provider;
- (e) any New Noteholders;
- (f) the Agent Bank;
- (g) the Registrar;
- (h) the New York Paying and Transfer Agent;
- (i) the Principal Paying Agent; and
- (j) the Luxembourg Paying and Transfer Agent;

**"Lead Manager"** means J.P. Morgan Securities Ltd. whose office is at 125 London Wall, London EC2Y 5AJ;

**"Liquidity Facility Agreement"** means the agreement dated the Closing Date between the Issuer, the Liquidity Facility Provider and the Security Trustee pursuant to which the Liquidity Facility Provider agreed to provide the Issuer, from time to time, with advances for the purposes specified therein, subject to and in accordance with its terms;

**"Liquidity Facility Provider"** means Lloyds TSB Bank plc acting through its office located at Bank House, Wine Street, Bristol BS1 2AN or such other bank or banks with at least the Requisite Rating which agrees to provide a liquidity agreement;

**"Luxembourg Paying and Transfer Agent"** means The Bank of New York (Luxembourg) S.A. or such other person appointed paying and transfer agent in Luxembourg pursuant to the provisions of the Agency Agreement;

**"Marine Insurances"** shall bear the meaning ascribed thereto in the Assignments of Insurance;

**"Master Schedule of Definitions"** means the deed dated the Closing Date between, inter alia, SIOW, Vectis, the Parent, RFG and the Security Trustee relating to the definition and interpretation of certain words and expressions;

**"New Noteholders"** means the holders of New Notes from time to time;

**"New Notes"** means any Notes of the Issuer which do not form a single series with the existing Notes and which are constituted by a deed supplemental to the Trust Deed pursuant to Clause 2.3 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof and includes the new Regulation S global note (or any part thereof) representing the same, the new Rule 144A global

## Short particulars of all the property mortgaged or charged

note (or any part thereof) representing the same, and (if issued) the definitive new notes (or any of them) representing the same;

**"New York Paying and Transfer Agent"** means Bank of New York or such other person appointed paying and transfer agent in New York pursuant to the provisions of the Agency Agreement;

**"Noteholders"** means the several persons who are for the time being holders of the Notes (being, if and to the extent that the Notes are represented by the Definitive Notes, the bearers thereof and, if and to the extent that the Notes are represented by the Global Notes, the persons for the time being shown in the records of Euroclear and Clearstream, Luxembourg (other than Clearstream, Luxembourg if Clearstream, Luxembourg shall be an account holder of Euroclear and other than Euroclear if Euroclear shall be an account holder of Clearstream, Luxembourg) as being holders of the Notes) in which regard any certificate or other document issued by Clearstream, Luxembourg or Euroclear as to the Principal Amount Outstanding of Notes standing to the account of any person shall be conclusive and binding for all purposes (other than for the purposes of payments in respect thereof the right to which shall be vested, as against the Issuer, the Note Trustee and the Security Trustee, solely in the bearer of the Global Notes in accordance with and subject to their respective terms and the terms of the Trust Deed)) and the words "holder" and "holders" of Notes shall (where appropriate) be construed accordingly;

**"Notes"** means the Original Notes and the Further Notes or, as the context may require, any combination of the same and references to the Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

**"Note Trustee"** means The Bank of New York, a US Corporation acting through its London Branch, registration no.BR000818 at One Canada Square, London E14 5AL;

**"Obligors"** means the Borrowers and the Parent and **"Obligor"** means any of them;

**"Operating Lease"** means a contract with a term in excess of 12 months between a lessor and a lessee treated as an operating lease in accordance with Accounting Principles;

**"Original Notes"** means the £43,000,000 8.58 per cent. Secured Notes due 2026 constituted by the Trust Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Regulation S Global Note (or any part thereof) and the Rule 144A Global Note (or any part thereof) representing the same, and (if issued) the Definitive Notes (or any of them) representing the same and references to the Original Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

**"Parent Original Securities"** means the issued share capital of Southampton Isle of Wight and South of England Royal Mail Steam Packet Limited and Red Funnel Finance PLC and any other securities which, with the prior written consent of the Security Trustee, may be substituted therefor together with any other rights, title, interest and benefit of the Parent in any other securities;

**"Permitted Encumbrances"** means:

- (a) liens arising solely under statute or by operation of law and in the ordinary course of any Obligor's business securing obligations not more than 90 days overdue unless contested in good faith;
- (b) rights of set-off existing in the ordinary course of trading activities between any Obligor and its respective suppliers or customers;
- (c) save where the supplier is an Excluded Group Entity, any retention of title of goods supplied to any Obligor where such retention is required by the supplier in the ordinary course of its trading activities and on customary terms and the goods in question are supplied on credit;



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

- (d) any Encumbrance arising pursuant to an order of attachment or injunction restraining disposal of assets or similar legal process arising in connection with court proceedings being contested by the relevant Security Group member in good faith, where the amount of the claim being contested does not exceed an aggregate in respect of all Security Group members of £100,000;
- (e) an Encumbrance arising under the Security Documents;
- (f) any Encumbrance (other than by way of mortgage over any Red Funnel Mortgaged Properties or Red Funnel Mortgaged Assets) arising under hire purchase agreements, conditional sale agreements or other agreements for the acquisition of assets on deferred payment terms to the extent that the relevant Obligor is permitted to have any such agreements pursuant to the terms of the Relevant Documents;
- (g) any Encumbrance (including any Encumbrance required to be created in connection with any Obligor entering into any arrangement in the ordinary course of business with any company in respect of the supply of fuel and related products) not otherwise permitted pursuant to paragraphs (a) to (f) (inclusive) above together securing indebtedness in an aggregate principal amount not exceeding £750,000;
- (h) any Encumbrance entered into in connection with a Permitted Lease;
- (i) any other Encumbrance created with the prior written consent of the Security Trustee;
- (j) any Encumbrance in favour of the Working Capital Facility Provider over goods and documents of title to goods arising in the ordinary course of letter of credit transactions entered into in the ordinary course of trade in an aggregate principal amount not exceeding the maximum principal amount of the Working Capital Facility;

**"Permitted Lease"** means any Finance Lease or an Operating Lease of a vessel with a term in excess of 12 months;

**"Principal Amount Outstanding"** has the meaning ascribed to it in Condition 5(e);

**"Principal Paying Agent"** means the Bank of New York or such other person from time to time appointed as the principal paying agent, subject to and in accordance with the terms of the Agency Agreement;

**"QIBs"** means Qualified Institutional Buyers, as defined in Rule 144A of the Securities Act;

**"QPs"** means Qualified Purchasers, as defined in Section 2(a)(51) of the Investment Company Act;

**"Receiver"** means any person or persons appointed (and any additional person or persons appointed or substituted) as administrative receiver, receiver, manager, or receiver and manager of the Issuer Charged Property, or the Red Funnel Charged Property, by the Security Trustee under the Security Documents or otherwise;

**"Red Funnel Charged Property"** means the property, assets and rights of the Obligors which is charged pursuant to Clause 3 and 4 of the Red Funnel Deed of Charge and pursuant to the Statutory Mortgages, Ship Mortgages and Clause 3 of each of the Assignments of Insurance;

**"Red Funnel Group"** means RFG and each of its subsidiaries from time to time,

**"Red Funnel Mortgaged Assets"** means the Ships and all assets, revenue, property and undertakings of the Borrowers and the Parent which are from time to time the subject of security pursuant to the Red Funnel Deed of Charge and each of the Ship Mortgages other than the Red Funnel Mortgaged Properties;

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

**"Red Funnel Mortgaged Properties"** means the freehold and leasehold properties details of which are set out in Schedule 1 to the Red Funnel Deed of Charge which are subject to or intended to be subject to a first fixed charge or charge by way of legal mortgage in favour of the Security Trustee subject to and in accordance with the terms of the Red Funnel Deed of Charge, and any other freehold or leasehold property acquired in the future by an Obligor which subject to and in accordance with the Relevant Documents becomes subject to the same and Red Funnel Mortgaged Property shall be construed accordingly;

**"Red Funnel Secured Amounts"** means the aggregate of all moneys, obligations and liabilities which (a) each Obligor covenants in Clause 2 of the Red Funnel Deed of Charge, and (b) the Borrowers covenants in Clause 2 of each of the Assignments of Insurance and Clause 3.1 of each of the Deed of Covenants to pay and discharge and all claims, demands and damages for breach of any such covenants, and references to the Red Funnel Secured Amounts includes references to any of them;

**"Red Funnel Secured Parties"** means:

- (a) the Issuer;
- (b) the Working Capital Facility Provider;
- (c) any Receiver appointed under the Red Funnel Deed of Charge or the Ship Mortgages; and
- (d) the Security Trustee;

**"Registrar"** means Bank of New York or such other person appointed as registrar pursuant to the provisions of the Agency Agreement;

**"Regulation S"** means Regulation S under the Securities Act;

**"Regulation S Global Note(s)"** means one or more permanent global Notes representing the Regulation S Notes to be issued by the Issuer pursuant to Clause 3 of the Trust Deed, substantially in the form set out in Part A of the first schedule to the Trust Deed;

**"Regulation S Notes"** means Notes sold in reliance on Regulation S;

**"Relevant Documents"** means:

- (a) Master Schedule of Definitions;
- (b) Liquidity Facility Agreement;
- (c) Trust Deed;
- (d) Agency Agreement;
- (e) Account Bank Agreement;
- (f) Global Notes;
- (g) Tax Deed of Covenant;
- (h) Issuer/Borrowers Facility Agreement;
- (i) Working Capital Facility Agreement;
- (j) the Security Documents;
- (k) Inter-Company Loan;
- (l) the Subscription Agreement; and

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

(m) any other agreement or document, from time to time, agreed to be as such by the Security Trustee, the Issuer and the Borrowers;

**"Requisite Rating"** means in relation to the Liquidity Facility Agreement "F-1" by Fitch (or its equivalent);

**"RFG"** means Red Funnel Group Limited, a company incorporated in England and Wales with limited liability whose registered office is 12 Bugle Street, Southampton, Hampshire SO14 2JY;

**"RFG Deed of Charge"** means the RFG deed of charge dated the Closing Date between RFG and the Security Trustee securing RFG's obligations under the Deed of Undertaking;

**"Rule 144A"** means Rule 144A under the Securities Act;

**"Rule 144A Global Note(s)"** means one or more permanent global Notes representing the Rule 144A Notes to be issued by the Issuer pursuant to Clause 3 of the Trust Deed, substantially in the form set out in Part B of the first schedule to the Trust Deed;

**"Rule 144A Notes"** means Notes sold to QIBs that are also QPs in reliance on Rule 144A;

**"Security Documents"** means:

- (a) the Red Funnel Deed of Charge;
- (b) the Ship Mortgages;
- (c) the Issuer Deed of Charge;
- (d) Deed of Covenants;
- (e) Assignment of Insurance; and
- (f) any other document or instrument granted in favour of the Security Trustee (on behalf of the Red Funnel Secured Parties or, as the case may be, the Issuer Secured Creditors) creating or evidencing security for all or any part of the obligations and liabilities of the Obligor (or any of them) or, as the case may be, the Issuer under any of the Relevant Documents whether by way of personal covenant, charge, security interest, mortgage, pledge or otherwise;

and **"Security Document"** shall be construed accordingly;

**"Security Group"** means the Issuer, the Parent and the Borrowers;

**"Security Group Entity"** means any entity comprised within the Security Group;

**"Security Trustee"** means The Bank of New York or any other person or persons for the time being acting as the security trustee pursuant to the terms of the Red Funnel Deed of Charge, the Ship Mortgages, the Deed of Undertaking and the RFG Deed of Charge (in that capacity sometimes referred to as the Red Funnel Security Trustee) and pursuant to the Issuer Deed of Charge (in that capacity sometimes referred to as the Issuer Security Trustee);

**"Ship Mortgages"** means the six Statutory Mortgages over the Ships entered into on the date of the Red Funnel Deed of Charge and the related Deed of Covenants and Assignment of Insurance;

**"Ships"** means each of the vessels more particularly described in the Deed of Covenants;

**"Signing Date"** means 20 December 2001;

**"SIOW"** means Southampton Isle of Wight and South of England Royal Mail Steam Packet Limited, a company incorporated in England and Wales with limited liability whose registered office is 12 Bugle Street, Southampton, Hampshire SO14 2JY;

Name of Company

Red Funnel Ferries Limited

Company Number

04281782

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**"Subscription Agreement"** means the agreement dated the Signing Date between the Issuer, each Obligor and the Lead Manager relating to the purchase and issue of the Original Notes;

**"Tax Deed of Covenant"** means the deed entered into on the Closing Date between, inter alia, the Borrowers and RFG;

**"Trust Deed"** means the trust deed dated the Closing Date between the Issuer and the Note Trustee constituting the Original Notes together with any deed supplemental thereto;

**"Vectis"** means Vectis Transport Limited, a company incorporated in England and Wales with limited liability whose registered office is 12 Bugle Street, Southampton, Hampshire SO14 2JY;

**"Working Capital Facility"** means the working capital facility made available to SIOW by the Working Capital Facility Provider pursuant to Clause 5.4 of the Working Capital Facility Agreement;

**"Working Capital Facility Agreement"** means the agreement dated the Closing Date between the Working Capital Facility Provider, the Security Trustee and the Obligors pursuant to which the Working Capital Facility Provider agreed to provide the Working Capital Facility to the Borrowers subject to and in accordance with its terms; and

**"Working Capital Facility Provider"** means Lloyds TSB Bank Plc acting through its branch at Bank House, Wine Street, Bristol BS1 2AN.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04281782

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RED FUNNEL DEED OF CHARGE DATED THE 21st DECEMBER 2001 AND CREATED BY RED FUNNEL FERRIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE BANK OF NEW YORK (FOR ITSELF AND ON BEHALF OF THE OTHER RED FUNNEL SECURED PARTIES) (THE "SECURITY TRUSTEE") ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC  
Daw.