

MG01

Particulars of a mortgage or charge



✓ 027815/13

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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



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L6MKVV8V

23/06/2011

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COMPANIES HOUSE

1	Company details	<div>For official use 1 3 4</div>
Company number	0 1 6 0 0 1 1 7	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Virgin Atlantic Airways Limited (the Assignor)	
2	Date of creation of charge	
Date of creation	2 3 0 6 2 0 1 1	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	Security Assignment dated 23 June 2011 between Virgin Atlantic Airways Limited as assignor and AerCap Dutch Aircraft Leasing VII B V as assignee (the Assignee) (the Security Assignment)	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	See Continuation Sheet 1	
		Continuation page Please use a continuation page if you need to enter more details

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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	AerCap Dutch Aircraft Leasing VII B.V
Address	AerCap House, Stationsplein 965, 1117 CE Schiphol, The Netherlands
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	
Address	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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	See Continuation Sheet 2
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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

N/A

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 870).

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 866). 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 Fresh Fields Buckhams Deming LLP X

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

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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

Fiona Henderson

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

Country/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

CONTINUATION SHEET 1

This Continuation Sheet 1 is in respect of a Form MG01 submitted on behalf of AerCap Dutch Aircraft Leasing VII B.V. regarding a Security Assignment granted by Virgin Atlantic Airways Limited in favour of AerCap Dutch Aircraft Leasing VII B.V. on 23 June 2011

Amount secured by the Security Assignment

All moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Assignor in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to the Lease, the Security Assignment or any other Operative Documents, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor) of any of its obligations under the Lease, the Security Assignment or any other Operative Documents, and (i) (except as expressly otherwise provided) references to the Secured Obligations include references to any of them, and (ii) any amount expressed to be payable under any Operative Document shall be deemed to form part of the Secured Obligations notwithstanding that the liability of or recourse to the Assignor or its respective assets in respect thereof is limited by any provision of any Operative Document (the ***Secured Obligations***)

Capitalised terms used but not defined in this Continuation Sheet 1 are defined in the Continuation Sheet 3 attached hereto

CONTINUATION SHEET 2

This Continuation Sheet 2 is in respect of a Form MG01 submitted on behalf of AerCap Dutch Aircraft Leasing VII B.V. regarding a Security Assignment granted by Virgin Atlantic Airways Limited in favour of AerCap Dutch Aircraft Leasing VII B.V. on 23 June 2011

Short particulars of all the property charged

All of the right, title and interest, present and future of the Assignor in, to and under

- (a) the Sub Lease, including without limitation the Sub Lease Payments, and
- (b) all proceeds in respect of any of the foregoing,

together with

- (i) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default under or in connection with any of the Agreements (including, without limitation, all damages and other compensation payable for or in respect thereof), and
- (ii) all rights of the Assignor to require, enforce and compel performance of all of the provisions of any of the Agreements, and otherwise to exercise all claims, rights and remedies thereunder, including without limitation all rights to terminate the leasing of the Aircraft under or pursuant to the Sub Lease or in connection therewith, and all rights to give and receive notices, reports, requests and consents, to make demands, to exercise discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto or in connection therewith,

(the Assigned Property)

Capitalised terms used but not defined in this Continuation Sheet 2 are defined in the Continuation Sheet 3 attached hereto

CONTINUATION SHEET 3

This Continuation Sheet 3 is in respect of a Form MG01 submitted on behalf of AerCap Dutch Aircraft Leasing VII B.V. regarding a Security Assignment granted by Virgin Atlantic Airways Limited in favour of AerCap Dutch Aircraft Leasing VII B.V. on 23 June 2011

Definitions

Acknowledgment of Notice of Assignment means Lessee's acknowledgement of service of the Notice of Security Assignment from Lessee to Lessor, Security Trustee and Owner,

Agreements means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property,

Aircraft means the Airbus A330-300 aircraft bearing manufacturer's serial number 1215 with Taiwanese Registration Mark of B-18392 and two Rolls-Royce T772B-60 engines with serial numbers 41891 and 41893,

Airframe Manufacturer means Airbus,

Airframe Warranties Agreement means the airframe warranties agreement relating to the Aircraft and, in particular, clauses 12 and 13 of the Lessee Aircraft Purchase Agreement, to be entered into on or about the Delivery Date between Lessor, Owner, Lessee, Security Trustee and Airframe Manufacturer in form and substance satisfactory to Lessor, as the same may be amended, modified or supplemented from time to time in accordance with the applicable provisions thereof

Assignment of Insurances means the assignment of insurances and requisition compensation granted, or to be granted, by Lessee in favour of Lessor in relation to the Aircraft,

Delivery means the delivery of the Aircraft by Lessor to Lessee in accordance with this Agreement as evidenced by execution by Lessee of the Delivery Acceptance Certificate,

Delivery Acceptance Certificate means the delivery acceptance certificate executed by the Lessee in relation to the Aircraft on or about the Delivery Date,

Delivery Date means the date on which Delivery takes place

Deregistration Power of Attorney means each de-registration power of attorney that may from time to time be issued by Lessee or any sublessee permitted in accordance with Clause 11.1 of the Lease,

Engine Manufacturer means Rolls Royce or its successor in title,

Engine General Terms Agreement means the general terms agreement in respect of the Engines entered into or to be entered into between Lessee and Engine Manufacturer,

Engine Return Acceptance Certificate has the meaning set forth in the Engine Substitution Side Letter,

Engine Substitution Side Letter means the side letter dated on or about the Delivery Date in respect of the substitution of Engines between Lessor and Lessee,

Engine Warranties Agreement means the engine warranties agreement relating to the Engines, and in particular the relevant warranties provided by the Engine Manufacturer pursuant to the Engine General Terms Agreement, to be entered into on or about the Delivery Date between Lessor, Lessee, Owner, Security Trustee and Engine Manufacturer in form and substance satisfactory to Lessor, as the same may be amended, modified or supplemented from time to time in accordance with the applicable provisions thereof,

Eurocontrol means the European Organisation for the Safety of Air Navigation established by the Eurocontrol International Convention relating to Co-operation for the Safety of Air Navigation of 13 December 1960, as variously amended,

Eurocontrol Letter means the letter issued by Lessee or any sublessee [],

Guarantor means AerCap Ireland Limited, a company incorporated under the laws of Ireland whose registered office is at AerCap House, Shannon, County Clare, Ireland,

Lease means the aircraft lease agreement in respect of the Aircraft dated 30 December 2009 and entered into between the Assignor, as lessee, and Streamline Aircraft Leasing Limited, as lessor, as novated by the deed of novation and amendment dated on or around the date hereof and entered into between the Assignor, as lessee, Streamline Aircraft Leasing Limited, as previous lessor and the Assignee, as new lessor,

Lessee Aircraft Purchase Agreement means the A330 aircraft purchase agreement between Airframe Manufacturer and Lessee dated on or prior to the Delivery Date together with all exhibits, letter agreements and amendments in as far as such relates to the Aircraft,

Notice of Security Assignment means the notice of security assignment delivered or to be delivered by Lessor, Owner and the Security Trustee to Lessee,

Operative Documents means the Security Assignment, the Assignment of Insurances, the Delivery Acceptance Certificate, the Return Acceptance Certificate, the Engine Return Acceptance Certificate (if any), the Notice of Security Assignment, the Substitute Engine Acceptance Certificate (if any) the Acknowledgement of Security Assignment, the Quiet Enjoyment Letter, the Airframe Warranties Agreement, the Engine Warranties Agreement, the Participation Agreement, the Purchase Agreement Assignment, the Deregistration Power of Attorney, the Eurocontrol Letter, the Sale Agreement, the Sale Documents, the Engine Substitution Side Letter, the TotalCare Agreement, any schedules or documents executed pursuant to this Agreement or any of the foregoing documents and/or any other documentation in connection with the leasing of the Aircraft from Lessor to Lessee,

Participation Agreement means the agreement in the form of Airframe Manufacturer's standard form to be entered into among Airframe Manufacturer, Lessor and Lessee reasonably in advance of the scheduled delivery month whereby Lessor shall, amongst other things, be permitted to inspect the manufacture of the Aircraft and the materials and parts thereto, and to attend and observe the acceptance tests of the Aircraft in accordance with the terms and conditions of the Lessee Aircraft Purchase Agreement,

Purchase Agreement Assignment means each purchase agreement assignment in respect of the Lessee Aircraft Purchase Agreement between Owner and Lessee and consented to by Airframe Manufacturer to be entered into in accordance with the Sale Agreement,

Quiet Enjoyment Letter means each covenant of quiet enjoyment issued by Security Trustee and/or Owner to Lessee,

Return Acceptance Certificate means the return acceptance certificate executed by the Lessee substantially in the form contained in Schedule 4 of the Lease,

Sale Agreement means the master aircraft sale and purchase agreement between Lessee, as seller, and Guarantor, as purchaser, in relation to various Airbus A330-300 aircraft including the Aircraft dated on or about the date hereof,

Sale Documents has the meaning given to it in the Sale Agreement,

Sub Lease means the aircraft sub-lease agreement between the Assignor and the Sub Lessee in relation to the Aircraft dated 6 December 2010,

Sub Lease Payments means any and all payments payable by the Sub Lessee to the Assignor pursuant to the Lease,

Sub Lessee means China Airlines Limited,

Substitute Engine Acceptance Certificate has the meaning set out forth in the Engine Substitution Side Letter,

TotalCare Agreement means the TotalCare Agreement between the Lessee and Rolls Royce TotalCare Services Ltd pursuant to which the Lessee has enrolled the Engines into a TotalCare programme



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1600117
CHARGE NO. 134

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
23 JUNE 2011 AND CREATED BY VIRGIN ATLANTIC AIRWAYS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY ON ANY ACCOUNT WHATSOEVER
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 23 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES