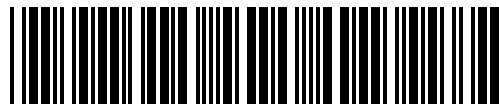




Registration of a Charge

Company Name: **VIRGIN ATLANTIC AIRWAYS LIMITED**

Company Number: **01600117**



Received for filing in Electronic Format on the: **08/10/2021**

XAENEJCO

Details of Charge

Date of creation: **06/10/2021**

Charge code: **0160 0117 0209**

Persons entitled: **LLOYDS BANK CORPORATE MARKETS PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1600117

Charge code: 0160 0117 0209

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2021 and created by VIRGIN ATLANTIC AIRWAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2021 .

Given at Companies House, Cardiff on 12th October 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Deposit agreement

To be presented for registration at Companies House against the Depositor within 21 days of dating

To:
|

Lloyds Bank Corporate Markets plc

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	(day)		(month)		(year)
THIS DEPOSIT AGREEMENT is made on the	6th	day of	October		2021

BETWEEN

Virgin Atlantic Airways Limited (company number 01600117) (the "**Depositor**") whose registered address is The VHQ, Manor Royal, Crawley RH10 9DF, West Sussex;

AND

Lloyds Bank Corporate Markets plc (registered number 10399850) (the "**LBCM**") whose address for the purposes of this Agreement is at Lloyds Bank, 5th Floor, 110 St Vincent Street, Glasgow G2 5ER (or at such other address as LBCM may from time to time notify to the Depositor in writing for this purpose).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, so far as the context admits, the following words and expressions shall have the following meanings:

"**2012 Deposit Agreement**" means a deposit agreement dated 14 December 2012 between the Depositor and the Bank;

"**2021 LB Deposit Agreement**" means a deposit agreement entered into on or around the date of this Agreement between the Depositor and the Bank;

"**Account**" means the account(s) described in the Schedule, any account(s) directly or indirectly replacing any of the account(s) described in the Schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "**Account**" shall include each such account individually as well as any or all of them taken together;

"**Bank**" means the financial institution with which the Account is held, being Lloyds Bank plc (registered number 00002065);

"**BIGs Facility**" has the meaning given to it in the Facility Letter;

"**Deposit**" means:

- (a) the debt or debts now or hereafter owing to the Depositor (in whatever currency denominated) by the Bank on the Account;
- (b) the debt or debts hereafter owing to the Depositor (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account; and
- (c) all interest (if any) now owing and hereafter to become owing in respect of the Account or any such deposit, including interest which is compounded and treated as principal,

and such expression shall include any amounts referred to in sub-clause 4.2 and clause 8;

"**Facility Letter**" means a facility letter relating to certain facilities dated 6 October 2021 between LBCM and the Depositor;

"**Insolvency Event**" in relation to the Depositor means each of the following:

- (a) a meeting of the Depositor is convened for the purpose of considering a resolution to wind up the Depositor;
- (b) such a resolution as is mentioned in paragraph (a) is passed;

- (c) a meeting of the directors or members of the Depositor is convened for the purpose of considering a resolution to seek a winding-up order, an administration order or the appointment of an administrator;
- (d) such a resolution as is mentioned in paragraph (c) is passed;
- (e) a petition for a winding-up or an application for an administration order is made by the Depositor or its directors or members or is presented against the Depositor;
- (f) such an order as is mentioned in paragraph (e) is made;
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Depositor or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Depositor becomes subject to, any voluntary arrangement;
- (h) a receiver (administrative or otherwise) is appointed over all or part of the Depositor's assets;
- (i) by reason of actual or anticipated financial difficulties, the Depositor commences negotiations with one or more of its creditors (excluding LBCM in relation to this Agreement or the Facility Letter) with a view to rescheduling any of its indebtedness;
- (j) the Depositor proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Depositor's creditors;
- (k) the Depositor suspends or threatens to suspend making payments to all or some of the Depositor's creditors;
- (l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing; or
- (m) LBCM has reasonable grounds for believing that any of the foregoing is imminent;

"Instruments" means any standby letter of credit, bond, guarantee or other instrument and **"Instrument"** shall be construed accordingly;

"Secured Obligations" means:

- (a) all money and liabilities and other sums hereby agreed to be paid by the Depositor to LBCM under or in connection with the BIGS Facility and any Instrument requested from time to time thereunder (whether before or after the date of this Agreement and whether in the name of the Depositor) and shall include any liabilities (contingent or otherwise) of the Depositor under or in connection with any counter-indemnity or other assurance entered into in connection with any such Instrument(s) in favour of LBCM; and
- (b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clause 13 and all other obligations and liabilities of the Depositor under this Agreement; and

"Value Added Tax" includes any other form of sales or turnover tax.

1.2

In this Agreement:

- (a) For the avoidance of doubt, the expressions the **"Depositor"**, **"LBCM"** and the **"Bank"**, where the context admits, include their respective successors in title and/or assigns, whether immediate or derivative. Any consents under this Agreement may be made or given in writing executed by any such successors or assigns of LBCM. The Depositor hereby irrevocably appoints each of such successors and assigns to be its attorney in the terms and for the purposes set out in clause 9;
- (b) unless the context requires otherwise:
 - (i) the singular shall include the plural and vice versa;

- (ii) any reference to a person shall include an individual, company, limited liability partnership or other body corporate, joint venture, society or an unincorporated association, organisation or body of persons (including without limitation a trust and a partnership) and any government, state, government or state agency or international organisation whether or not a legal entity. References to a person also include that person's successors and assigns whether immediate or derivative;
- (iii) the expression "**this Agreement**" means this agreement and shall extend to every separate and independent stipulation contained herein;
- (iv) any right, entitlement or power which may be exercised or any determination which may be made by LBCM under or in connection with this Agreement may be exercised or made in the absolute and unfettered discretion of LBCM which shall not be under any obligation to give reasons therefor;
- (v) references to this Agreement, the Facility Letter, any Instrument and any other document are references to those documents and any facilities or borrowings (howsoever characterised) granted pursuant to them as amended, novated, assigned, supplemented, extended, renewed or restated from time to time;
- (vi) references to any statutory provision (which for this purpose means any Act of Parliament, statutory instrument or regulation or European directive or regulation or other European legislation having effect in the law of the United Kingdom) shall include a reference to any modification, re-enactment or replacement thereof for the time being in force, all regulations made thereunder from time to time and any analogous provision or rule under any applicable foreign law;
- (vii) for the avoidance of any doubt, the rights, powers and discretions conferred upon LBCM by or pursuant to this Agreement shall (unless otherwise expressly stated) apply and be exercisable regardless of whether a demand has been made by LBCM for payment of the Secured Obligations or any of them; and
- (viii) references to clauses, sub-clauses and Schedules shall be references to clauses, sub-clauses and schedules of this Agreement;
- (c) if for any reason this Agreement shall not be, or shall cease to be, a valid and effective charge on the Deposit then this Agreement shall take effect as a charge of the beneficial interest of the Depositor in the Deposit; and

1.3 The clause headings and marginal notes shall be ignored in construing this Agreement.

2. **AGREEMENT TO PAY**

The Depositor shall pay to LBCM in accordance with any relevant agreement between LBCM and the Depositor relating to the amounts hereby secured or, in the absence of any such agreement, on demand:

- (a) the Secured Obligations including, without limitation, all money and liabilities whether actual or contingent (including further advances made hereafter by LBCM) which now are or at any time hereafter may be due, owing or incurred from or by the Depositor to LBCM anywhere or for which the Depositor may be or become liable to LBCM in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to LBCM as a result of a transfer, assignment or other transaction or by operation of law) in each case under or in connection with the Secured Obligations;
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between LBCM and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of one percentage point per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount

denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to LBCM (as conclusively determined by LBCM) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as LBCM may select) for such consecutive periods (including overnight deposits) as LBCM may in its absolute discretion from time to time select;

- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by LBCM in relation to the Depositor, this Agreement or the Deposit (including any acts necessary to release the Deposit from this security) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis; and
- (d) all legal administrative and other costs, charges and expenses incurred by LBCM in preserving, defending or enforcing the security hereby created on a full and unqualified indemnity basis.

3. INTEREST

The Depositor shall pay interest at the rate aforesaid on the money so due (whether before or after any judgment which may be obtained therefor) upon such days in each year as LBCM and the Depositor shall from time to time agree or, in the absence of such agreement, as LBCM shall from time to time fix and (without prejudice to the right of LBCM to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as LBCM shall from time to time fix.

4. REPAYMENT OF, AND RESTRICTIONS ON DEALINGS WITH, THE DEPOSIT

- 4.1 Notwithstanding any provision to the contrary in the terms upon which the Deposit is made, the Bank shall not be under any obligation to repay the Deposit until the Secured Obligations shall have been paid and discharged in full.

- 4.2 The funds giving rise to the Deposit (or any part or parts thereof) may from time to time be deposited, re-deposited or successively re-deposited:

- (a) in the Account or on any money market or other deposit with the Bank;
- (b) on such terms concerning time and interest,

as may from time to time be agreed between LBCM and the Depositor or, failing such agreement, as may be decided upon by LBCM in its absolute and unfettered discretion. Any amount so deposited or re-deposited together with interest thereon shall form part of the Deposit and shall be deposited or re-deposited subject to the provisions of this Agreement. Where the Deposit (or any part or parts thereof) would otherwise become repayable at the expiry of any period of time under the terms upon which it was made but is not repayable by virtue of the provisions of sub-clause 4.1 it shall not be repaid at the expiry of such period but shall be re-deposited as described earlier in this sub-clause.

- 4.3 The Depositor shall not, without LBCM's prior written consent, 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, LBCM).

- 4.4 The Depositor shall not do, omit to do or suffer anything whereby any entitlement of LBCM under any provision of this Agreement may be impeded or its exercise delayed.

- 4.5 For the avoidance of doubt, if the Bank does repay part of the Deposit or LBCM does consent to any such dealing as is mentioned in sub-clause 4.3, such repayment or consent shall not be deemed to be a waiver of any other of LBCM's rights including LBCM's rights as regards the balance of the Deposit.

- 4.6 The Depositor shall:

- (a) not change its business in any way which would result in it becoming a 'relevant financial institution' for the purposes of clause 2 of The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014;
- (b) not carry on any business which would constitute 'excluded activities' in terms of Part 2 of The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014; and

- (c) promptly provide LBCM with copies of any information that LBCM may from time to time reasonably request in connection with the status referred to in clause 4.6(a) above.

- 4.7 The provisions of this clause shall not be abrogated or varied except by written agreement signed on behalf of LBCM which is expressed to be made for that purpose and if any agreement by LBCM which is not so expressed contains provisions which are or may be inconsistent with the provisions of this clause the provisions of this clause shall prevail.

5. APPLICATION OF DEPOSIT

At the same time as or at any time after LBCM shall demand payment of any Secured Obligations or the same shall otherwise become due or after the occurrence of an Insolvency Event, LBCM may, without further notice to the Depositor, from time to time instruct the Bank to apply the Deposit or such part or parts thereof as LBCM may think fit in or towards payment and discharge of the Secured Obligations or such parts of the Secured Obligations as LBCM in its sole discretion may think fit.

6. CHARGE

- 6.1 Subject to paragraph 6.2, the Depositor with full title guarantee hereby charges by way of separate first fixed charge each of the items comprised within the Deposit and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions hereinbefore contained (or otherwise howsoever) as a continuing security for the payment to LBCM of the Secured Obligations to the intent that the security hereby constituted shall be a continuing security.

- 6.2 Where this Agreement purports to create a first fixed security interest over any item comprised within the Deposit held in or arising from the Account designated LLOYDS BANK PLC RE VIRGIN ATLANTIC AIRWAYS LTD with account number [REDACTED] such security interest shall:

- (a) be a second-ranking security interest ranking subject to the equivalent security interest created by the 2012 Deposit Agreement (the "2012 Security Interest") until such time as the 2012 Security Interest ceases to have effect; and
- (b) rank *pari passu* with the security interest created by the 2021 LB Deposit Agreement (the "2021 LB Security Interest") until such time as the 2021 LB Security Interest ceases to have effect.

Save as provided otherwise in this sub-clause 6.2, any security interest purported to be created under this Agreement shall be first-ranking security.

- 6.3 The security hereby constituted shall extend to all beneficial interests of the Depositor in the items comprised within the Deposit and all rights to repayment thereof.

- 6.4 This Agreement shall bind the Depositor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Depositor to LBCM may from time to time be reduced to nil.

7. NOTICE OF CHARGE

- 7.1 The Depositor shall, on the date of this Agreement, give notice to the Bank that the Depositor has created in favour of LBCM a fixed charge over each of the items comprised within the Deposit and all such respective rights to the repayment thereof.

- 7.2 The Depositor shall give the notice described in clause 7.1 above in the form as required by LBCM and communicated to the Depositor on or before the date of this Agreement.

- 7.3 The Depositor shall use reasonable endeavours to procure that the Bank acknowledges receipt of such notice described in this clause 7.

8. CONVERSION OF DEPOSIT

LBCM may at its sole discretion from time to time (whether or not it instructs the Bank to apply the Deposit or any part thereof in or towards payment and discharge of the Secured Obligations) and with or without notice to the Depositor, instruct the Bank to convert all or any part of the Deposit into the currency or currency unit or currencies or currency units of the whole or any part of the Secured Obligations (deducting from the proceeds of the conversion any currency premium or other expense). The Bank, acting on the instructions of LBCM, may take any such action as is necessary for this purpose, including without limitation opening additional accounts. The rate of exchange shall be the

Bank's spot rate for selling the currency or currency unit or currencies or currency units of the Secured Obligations or relevant part thereof for the currency or currency unit of the Deposit at or about 11:00 am on the date that LBCM exercises its rights of conversion under this Agreement. The expression "the Deposit" shall include the net proceeds of such conversion and all interest (if any) accruing or accrued due thereon.

9. POWER OF ATTORNEY

9.1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which LBCM has in the Deposit or any part of it, the Depositor irrevocably appoints LBCM and the persons deriving title under it and its and their substitutes (the "Attorney") jointly and also severally to be the Depositor's true and lawful attorney. For the purposes aforesaid the Attorney shall have the right to do anything which the Depositor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing:

- (a) the right to do anything to procure or carry out the performance of the Depositor's obligations under this Agreement and anything to facilitate the exercise of LBCM's rights under this Agreement;
- (b) the right to act in the name of the Depositor; and
- (c) the right to delegate and sub-delegate any or all of the rights of the Attorney.

9.2 The Depositor ratifies and shall ratify everything done or purported to be done on its behalf by any Attorney or any delegate or sub-delegate of any Attorney.

10. INDEMNITY

10.1 The Depositor hereby agrees to indemnify LBCM and its employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with:

- (a) any statement made by the Depositor or on the Depositor's behalf in connection with this Agreement, the Deposit or the business of the Depositor being untrue or misleading;
- (b) LBCM entering into any obligation with any person (whether or not the Depositor) at the request of the Depositor (or any person purporting to be the Depositor);
- (c) any actual or proposed amendment, supplement, waiver, consent or release in relation to this Agreement;
- (d) the Depositor not complying with any of its obligations under this Agreement; and
- (e) any stamping or registration of this Agreement or the security constituted by it.

10.2 This indemnity does not and shall not extend to any loss to the extent that:




- (a) in the case of any loss incurred by LBCM or its employees or agents, it arises from the gross negligence or wilful misconduct of LBCM or its employees and agents; or
- (b) there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity.

11. NOTICE OF SUBSEQUENT CHARGES

If LBCM receives notice of any subsequent assignment, agreement, security, charge or other interest affecting the Deposit, LBCM may, or may instruct the Bank to, open a new account. If LBCM does not open a new account (or instruct the Bank to do so) it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made to the Bank (howsoever characterised) in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time when LBCM received the notice.

12. NOTICES AND DEMANDS

12.1 Any notice or demand by LBCM to or on the Depositor shall be deemed to have been sufficiently given or made if sent to the Depositor:

- (a) by hand or prepaid letter post to its registered office or its address stated herein or its address last known to LBCM; or
 - (b) by email to each of the following email addresses:
 - (i) 
 - (ii) 
 - (iii) (or as the Depositor may have notified LBCM for this purpose).
- 12.2 Any such notice or demand given or made under sub-clause 12.1 shall be deemed to have been served on the addressee:
- (a) if delivered by hand, at the time of delivery to the address referred to in sub-clause 12.1(a);
 - (b) if sent by prepaid letter post, at the earlier of the time of delivery or 10.00 am London time on the second day after posting (or, if the second day after posting is a Sunday or any other day upon which no delivery of letters is scheduled to be made, at the earlier of the time of delivery or 10.00 am London time on the next succeeding day on which delivery of letters is scheduled to be made); or
 - (c) if sent by email, at the time and date of transmission if transmitted between 9.00 am and 5.00 pm London time on a day (other than a Saturday or Sunday) on which clearing banks are open for business in London (a "Business Day") and in any other case at 9.00 a.m. London time on the Business Day following the time of transmission.
- 12.3 Without prejudice to any other mode of service allowed under any relevant law, in the event of a claim being issued in relation to this Agreement, service of any claim form may be made on the Depositor in the manner described in sub-clause 12.1 and shall be deemed to constitute good service.
- 12.4 Any notice or communication required to be served by the Depositor on LBCM under the terms of this Agreement shall be in writing and delivered by hand or sent by recorded delivery to LBCM at LBCM's address stated herein (or at such other address as may be notified in writing by LBCM to the Depositor for this purpose) and will be effective only when actually received by LBCM. Any notice or communication must also be marked for the attention of such official (if any) as LBCM may for the time being have notified to the Depositor in writing.
13. **PAYMENTS AND COSTS**
- 13.1 If at any time the currency in which all or any part of the Secured Obligations is denominated is or is due to be or has been converted into euro or any other currency as a result of a change in law or by agreement between LBCM and the Depositor, then LBCM may in its sole discretion direct that all or any of the Secured Obligations shall be paid in euro or such other currency or in any currency unit.
- 13.2 LBCM may, and may instruct the Bank to, apply, allocate or appropriate the whole or any part of any payment made by the Depositor under this Agreement or any money received by LBCM under any guarantee, indemnity or third party security or from any liquidator, receiver or administrator of the Depositor or from the proceeds of realisation of the Deposit or any part thereof to such part or parts of the Secured Obligations as LBCM may in its sole discretion think fit to the entire exclusion of any right of the Depositor to do so.
- 13.3 If any payment made by or on behalf of LBCM under this Agreement includes an amount in respect of Value Added Tax, or if any payment due to LBCM under this Agreement shall be in reimbursement of any expenditure by or on behalf of LBCM which includes an amount in respect of Value Added Tax, then such amount shall be payable by the Depositor to LBCM on demand with interest from the date of such demand computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.
- 13.4 Without prejudice to the generality of clause 2, the Depositor shall pay to LBCM all costs incurred or suffered by LBCM in defending proceedings brought by any third party impugning LBCM's title to this security or the enforcement or exercise of the rights and remedies of LBCM under this Agreement. All such costs shall bear interest from the date such costs were incurred or suffered computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

- 13.5 All costs awarded to LBCM or agreed to be paid to LBCM in any proceedings brought by the Depositor against LBCM shall bear interest from the date of such award or agreement computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

14. **NON-MERGER, ETC.**

- 14.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, agreement or other security or any contractual or other right which LBCM may at any time have for any of the Secured Obligations or any right or remedy of LBCM thereunder. Any receipt, release or discharge of the security provided by, or of any liability arising under, this Agreement shall not release or discharge the Depositor from any liability to LBCM for the same or any other money which may exist independently of this Agreement, nor shall it release or discharge the Depositor from any liability to LBCM under the indemnity contained in clause 10.

- 14.2 Where this Agreement initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Agreement operates as a collateral or further security, this Agreement shall be an independent security for the Secured Obligations.

- 14.3 This Agreement is in addition to and is not to prejudice or be prejudiced by any other security or securities now or hereafter held by LBCM.

15. **TRANSFERS BY LBCM OR THE DEPOSITOR**

- 15.1 LBCM may freely and separately assign or transfer any of its rights under this Agreement (a "Transfer") or otherwise grant an interest in any such rights to any person or persons (the "Transferee"). On request by LBCM, the Depositor shall immediately execute and deliver to LBCM any form of instrument required by LBCM to confirm or facilitate any such assignment or transfer or grant of interest.

- 15.2 The Depositor shall not assign or transfer any of the Depositor's rights or obligations under this Agreement or enter into any transaction or arrangement which would result in any of those rights or obligations passing to or being held in trust for or for the benefit of another person.

16. **PARTIAL INVALIDITY**

Each of the provisions of this Agreement shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17. **RESTRICTION ON LIABILITY OF LBCM**

Except to the extent that any such exclusion is prohibited or rendered invalid by law, LBCM and its employees and agents shall not:

- (a) be under any duty of care or other obligation of whatsoever description to the Depositor in relation to or in connection with the exercise of any right conferred upon LBCM, its employees and agents; or
- (b) be under any liability to the Depositor as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any such rights.

18. **CONCLUSIVE EVIDENCE**

A certificate by an official of LBCM as to the Secured Obligations shall (save for manifest error) be binding and conclusive on the Depositor in any legal proceedings both in relation to the existence of the liability and as to the amount thereof.

19. **NO RELIANCE ON LBCM**

- (a) The Depositor acknowledges and warrants to LBCM that, in entering into this Agreement and incurring the Secured Obligations:
 - (i) the Depositor has not relied on any oral or written statement, representation, advice, opinion or information made or given to the Depositor in good faith by LBCM or anybody on LBCM's behalf and

LBCM shall have no liability to the Depositor if the Depositor has in fact so done;

- (ii) the Depositor has made, independently of LBCM, its own assessment of the viability and profitability of any purchase, project or purpose for which the Depositor has incurred the Secured Obligations and LBCM shall have no liability to the Depositor if the Depositor has not in fact so done;
 - (iii) the board of directors of the Depositor is satisfied that the grant of the security contained or provided for in this Agreement is in the interests of the Depositor and has passed a resolution to that effect; and
 - (iv) there are no arrangements, collateral or relating to this Agreement, which have not been recorded in writing and signed on behalf of LBCM and the Depositor.
- (b) The Depositor agrees with LBCM that LBCM did not have prior to the date of this Agreement, does not have and shall not have any duty to the Depositor:
- (i) in respect of the application by the Depositor of the money hereby secured; nor
 - (ii) in respect of the effectiveness, appropriateness or adequacy of the security constituted by this Agreement or of any other security for the Secured Obligations.
- (c) The Depositor agrees with LBCM for itself and as trustee for its officials, employees and agents that neither LBCM nor its officials, employees or agents shall have any liability to the Depositor in respect of any act or omission by LBCM, its officials, employees or agents done or made in good faith.

20. MISCELLANEOUS

- 20.1 Without prejudice to the provisions of sub-clause 4.7 any amendment of or supplement to any part of this Agreement shall only be effective and binding on LBCM and the Depositor if made in writing and signed by both LBCM and the Depositor. For the avoidance of doubt, references to "this security" or to "this Agreement" include each such amendment and supplement.
- 20.2 Any waiver, consent, receipt, settlement or release given by LBCM in relation to this Agreement shall only be effective if given in writing and then only for the purpose for and upon any terms on which it is given.
- 20.3 For the purpose of exercising, assigning or transferring its rights under this Agreement, LBCM may disclose to any person any information relating to the Depositor which LBCM has at any time provided that, unless the recipient is (a) already bound by a duty of confidentiality in relation to the information disclosed or (b) the disclosure is made pursuant to the requirements of any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, LBCM uses reasonable endeavours to ensure that any person receiving confidential information keeps that information confidential.
- 20.4 The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Agreement or any further or other security entered into pursuant to this Agreement.
- 20.5 Any change in the constitution of LBCM or its absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Agreement and the expression "LBCM" shall include any such other person.
- 20.6 LBCM shall be entitled to instruct the Bank to debit any account for the time being of the Depositor with the Bank with any sum falling due to LBCM under this Agreement.

21. LAW AND JURISDICTION

- 21.1 This Agreement and any dispute (whether contractual or non-contractual, including, without limitation, claims in tort, for breach of statutory duty or on any other basis) arising out of or in

connection with it or its subject matter ("Dispute") shall be governed by and construed in accordance with the law of England and Wales.

- 21.2 The parties to this Agreement irrevocably agree, for the sole benefit of LBCM, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any Dispute. Nothing in this clause shall limit the right of LBCM to take proceedings against the Depositor in any other court of competent jurisdiction, nor shall the taking by LBCM of proceedings in any one or more jurisdictions preclude the taking by LBCM of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS whereof the Depositor has executed this Agreement as a deed and has delivered it upon its being dated.

THE SCHEDULE

The account with the Bank denominated in

US Dollars

and now numbered



designated

LLOYDS BANK PLC RE VIRGIN ATLANTIC
AIRWAYS LTD

Use this execution clause if the Depositor is a company and is to execute acting by two directors or one director and the company secretary;

Executed as a deed by

acting by

Director

Director/Company Secretary

Use this execution clause if the Depositor is a company and is to execute acting by only one director;

Executed as a deed by

acting by

Director

in the presence of:

Witness: (name)

.....(signature)

Address:

Occupation: