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in black type, or
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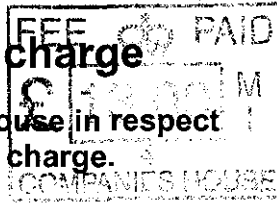
* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985



395

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

For official use

Company number

39

2871331

Name of company

* Virgair Limited (the "Assignor"), a company organised and existing under the laws of England and having its registered office at 120 Campden Hill Road, London W8 7AR

Date of creation of the charge

30 November 2005

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

A security assignment (the "Assignment") granted by the Assignor and Virgin Atlantic Airways Limited ("VAAL") in favour of the Assignee (as defined below)

Amount secured by the mortgage or charge

Any and all monies, liabilities and obligations (whether actual or contingent, whether existing on 30 November 2005 or thereafter arising, whether or not for the payment of money, and including any obligation or liability to pay damages and including any interest which, but for the application of bankruptcy or insolvency laws, would have accrued on the amounts in question) which were on 30 November 2005 or which may at any time and from time to time thereafter be due, owing, payable or incurred or expressed to be due, owing, payable or incurred from or by the Assignor or VAAL to the Assignee under or in connection with the Lessee Documents or the Sublessee Documents, as the case may be (the "Secured Obligations"); and references to Secured Obligations include references to any part thereof.

ON ANY ACCOUNT
+
10

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

AIFS Leasing I (the "Assignee"), a company incorporated in Ireland under company number 208152 and having its registered office at 5th Floor, 6 George's Dock, IFSC, Dublin 1, Ireland.

Postcode N/A

Please return

via

CH London Counter

Presentor's name address and
reference (if any):
Denton Wilde Sapte
One Fleet Place
London EC4M 7WS
Ref:BXH/AW/53699.84/89908.01

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD3
COMPANIES HOUSE

L2L1QB2T

279
09/12/2005

Short particulars of all the property mortgaged or charged

Under the terms of the Assignment, the Assignor unconditionally and irrevocably as legal owner with full title guarantee for the duration of the Security Period assigned and agreed to assign absolutely by way of security, subject to clause 3.2 of the Assignment, all of its right, title and interest in, to and under the Assigned Property to and in favour of the Assignee in order to secure the full and punctual payment, performance and discharge of all of the Secured Obligations, provided always that any payment payable pursuant to the Lessee Documents and the Sublessee Documents which forms part of the Assigned Property (excluding, for the avoidance of any doubt, the Assigned Insurance Property) and assigned by the Assignment will be payable in accordance with the terms of the Lessee Documents or the Sublessee Documents, as the case may be, until such time as the security constituted by the Assignment is enforceable and exercisable. The security constituted by the Assignment shall only be enforceable and exercisable upon the occurrence of a Termination Event for so long as any Termination Event is continuing but shall be immediately enforceable and exercisable at such time.

Cont. on page 5

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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

Denton Wilde Septe

Date 7 December 2005

On behalf of chargee[†]

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

Notes

[†] 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 included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

2871331

Name of company

* insert full name
of company

* Virgair Limited (the "Assignor")

Addendum 1/4

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

N/A

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

N/A

Company number

2871331

Name of company

* insert full name
of company

* Virgair Limited (the "Assignor")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

N/A

Name of company

* insert full name
of company

* Virgair Limited (the "Assignor")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Note: the Assignor has:

(a) covenanted that (other than in respect of Permitted Liens) throughout the Security Period it will not pledge, assign, mortgage, charge, encumber or create any Lien or agree to do or knowingly permit to arise or subsist any of the same in or over the Assigned Property save for the Lien constituted by the Assignment and save as permitted by the Transaction Documents and the Sublessee Documents; and

(b) covenanted and undertaken that throughout the Security Period it will not purport to transfer, assign, pledge, dispose of or otherwise deal with the Assigned Property or purport to create or incur any Lien in or over the Assigned Property other than Permitted Liens and save for (i) the assignment and the Lien constituted by or contemplated by the Assignment or (ii) otherwise as permitted by any of the Transaction Documents or the Sublessee Documents.

DEFINITIONS

For the purposes of this form 395, terms not defined herein have the respective meanings given to them in the Lease (as defined below) and:

"Aircraft" means one (1) Airbus A340-311 bearing manufacturer's serial number 013 (as more particularly defined in schedule 1 to the Assignment) including the Airframe, any Buyer Furnished Equipment, each Engine, each Part and the Technical Records;

"Assigned Insurance Property" means all of the right, title and interest, present and future, actual or contingent of each of the Assignor and VAAL, as the case may be, in and to the Insurances and the Insurance Proceeds but excluding any Insurances and any Insurance Proceeds in respect of any third party liability (provided always that the Assignment shall not constitute an assignment of any policy of insurance but only of the benefit of any right, title and interests thereunder insofar as the same relate to the Aircraft);

"Assigned Property" means the Assigned Insurance Property and the Assigned Requisition Proceeds; 795

"Assigned Requisition Proceeds" means all of the right, title and interest, present and future, actual or contingent, of each of the Assignor and VAAL, as the case may be, in and to the Requisition Proceeds;

"Compulsory Acquisition" means, in respect of an Aircraft or an Engine, requisition of title or other compulsory acquisition of title (but excluding requisition for use or hire) of such Aircraft or Engine (as the case may be), by a Government Entity;

"Financing Documents" means all documents, agreements and instruments from time to time entered into by the Assignee and the Financing Parties (or any of them) relating to the financing of the Aircraft;

"Government Entity" means (i) any national, state or local government or (ii) any board, commission, department, division, court or agency or political sub-division thereof, howsoever constituted;

"Indemnatee" means each of the Assignee, Airbus SAS, the Financing Parties, their respective successors and assigns and their respective shareholders, affiliates, partners, contractors, officers, agents and employees;

"Indemnatee Lien" means, in respect of any Indemnatee:

(a) any Lien created by, or resulting from a claim against, that Indemnatee (or any of its shareholders, affiliates, partners, contractors, officers, agents and employees); or

(b) any Lien in respect of an Indemnatee Tax levied against or imposed on that Indemnatee (or any of its shareholders, affiliates, partners, contractors, officers, agents and employees);

"Insurances" means the insurance and (where applicable) reinsurance cover required to be maintained under the Lease and the Permitted Sublease;

Name of company

* insert full name
of company

* Virgair Limited (the "Assignor")

"Insurance Proceeds" means any amounts payable in consequence of a claim under any of the Insurances;

"Lease" means the lease and purchase agreement dated 24 December 2004 (as amended from time to time) and made between the Assignee (as lessor) and the Assignor (as lessee) in respect of the Aircraft;

"Lessee Documents" means each Transaction Document to which the Assignor is (or will be) a party;

"Lien" means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, charge, encumbrance, pledge, lien, assignment, statutory rights in rem, title retention, detention, hypothecation, right of set-off, right or any agreement or arrangement having the effect of creating a security interest, other than a right of set-off arising by operation of law;

"Permitted Lien" means:

- (a) any Lien for Taxes not assessed or, if assessed, not yet due and payable, or which are being contested in good faith in an appropriate manner;
- (b) any Lien of a repairer, mechanic, airport, air navigation authority, material man, carrier, hangar keeper or other similar lien arising in the ordinary course of business or by operation of law in respect of obligations which are not overdue or are being contested in good faith in an appropriate manner, but, in each case, only if:
 - (i) adequate resources have been provided by the Assignor for the payment of the Taxes or obligations; and
 - (ii) such proceedings, or the continued existence of the Lien, do not give rise to any material likelihood of the sale, forfeiture or other loss of the Aircraft or any interest in the Aircraft or of criminal liability on any Indemnatee;
- (c) any Indemnatee Lien;
- (d) any Lien created or constituted by or pursuant to or arising out of any Financing Document or any Transaction Document; and
- (e) the rights of any person under agreements or arrangements expressly permitted by clause 9.3 or clause 10 of the Lease;

"Permitted Sublease" means (a) any lease agreement entered into by the Assignor with a Permitted Sublessee in relation to the Aircraft which complies with the requirements of clause 9.3 of the Lease; or (b) any use agreement entered into or to be entered into between the Assignor and VAAL in substantially the form set out in schedule 14 to the Lease and which complies with the requirements of clause 9.3.2 of the Lease;

"Permitted Sublessee" means VAAL or any other sublessee of the Aircraft permitted under the terms of the Lease;

"Requisition Proceeds" means, in relation to the Aircraft, any monies and/or other compensation received directly by the Assignor, VAAL or the Assignee in its capacity as lessor in respect of the Compulsory Acquisition of the Aircraft;

"Security Period" means the period commencing on 30 November 2005 and terminating on the date upon which all of the Secured Obligations have been unconditionally and irrevocably paid and satisfied in full;

"Sublessee Documents" means the Assignment, the Permitted Sublease and any other document which the parties to the Assignment may from time to time designate as a Sublessee Document for the purposes of the Assignment and any agreement from time to time entered into by the Assignor or VAAL which amends or supplements any Sublessee Document;

"Taxes" means all taxes, duties, assessments or governmental charges of whatever nature;

"Termination Event" means any of the events referred to in clause 15.1 of the Lease; and

"Transaction Documents" (as more particularly defined in the Lease) means the transaction documents relating to (inter alia) the leasing of the Aircraft pursuant to the Lease.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02871331

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 30th NOVEMBER 2005 AND CREATED BY VIRGAIR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR VIRGIN ATLANTIC AIRWAYS LIMITED TO AIFS LEASING 1 ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th DECEMBER 2005.

RE - a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES