



CHFP041

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lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

Not
£10

000206

395

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

For official use Company number



02975806

Name of company

* Junopart Limited (the "Company")

Date of creation of the charge

14 February 2002

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

Open-End Mortgage Deed and Security Agreement and Fixture filing granted by the Company in favour of the Mortgagee (the "Mortgage")

Amount secured by the mortgage or charge

The full payment, performance and satisfaction of the Liabilities and compliance with all of the terms of the Loan Documents.

(Please see continuation sheet for defined terms.)

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

NIB Capital Bank N.V. (formerly De Nationale Investeringsbank N.V.) of 4 Carnegieplein, P.O Box 380, 2501 BH The Hague, The Netherlands (the "Mortgagee")

Postcode

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

Sinclair Roche & Temperley
Royex House
5 Aldermanbury Square,
London EC2V 7LE

For official use
Mortgage section

Post room



LD6
COMPANIES HOUSE

0491
05/03/02

Time critical reference
DGW/IXN/90035441

Short particulars of all the property mortgaged or charged

The Premises.

(Please see continuation sheet for defined terms.)

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Seán Roche & Tempel*

Date 4 March 2002

On behalf of ~~[company]~~ [mortgagee/chargee]*

*Delete as
appropriate

Notes.

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

02975806

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Name of company

Junopart Limited

~~limited~~*

*Delete if
inappropriate

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

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"Guaranty" means the guaranty agreement dated 14 February 2002 granted by the Company in favour of the Mortgagee pursuant to which the Company guarantees the payment of the "Excess" (as that term is defined in Section 13.1(L) of the Note) due from Virgin Atlantic Airways Limited;

**Please complete
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lettering.**

"Liabilities" means the obligations of the Company under or in connection with the Guaranty of the Note and any amendments, extensions or renewals thereof, as well as substitutions therefor, including, without limitation, interest on any and all of the foregoing and all costs, fees and expenses in connection therewith;

"Loan Documents" means the Note, the Mortgage, the Guaranty and any notes, instruments, agreements or documents executed in connection with the transaction of which the Mortgage is a part; and

"Note" means the secured aircraft loan facility agreement dated 24 September 1998 between Certain Financial Institutions as banks, Virgin Atlantic Airways Limited as borrower, Virgin Travel Group Limited as guarantor and the Mortgagee as Facility Agent in the amount of one hundred and twenty million (\$120,000,000) dollars.

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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The Premises means that certain real property situated in the Town of Norwalk, County of Fairfield and State of Connecticut more particularly described in Schedule A of the Mortgage together with:

- (a) All buildings and improvements of every kind or nature whatsoever now or hereafter situated on such property;
- (b) all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock relating to such property;
- (c) all building materials, supplies and other property stored at or delivered to such property or any other location for incorporation into the improvements located or to be located on such property;
- (d) elevators, pipes, oil burners, furnaces, heaters, radiators, hot water heaters, ranges, refrigerators, refrigerating apparatus, plumbing, gas and electric fixtures, screens, screen doors, storm doors and windows, mantels, shades, awnings, cabinets, sprinklers, ventilating and air conditioning apparatus and equipment, plants and shrubbery; and
- (e) all other equipment, fixtures and all other personal property of whatever kind and nature at present or hereafter installed in or on the property in such manner which renders such articles usable in connection therewith so far as the same are a part of the realty (all of the foregoing, including all proceeds, products, additions, replacements and substitutions thereof).

Schedule A of the Mortgage reads as follows:

FIRST TRACT:

All that certain piece or parcel of land, with the buildings thereon, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, in quantity 25 rods, more or less, and bounded:

NORTHERLY: About 73 feet by highway called Belden Avenue;

EASTERLY: About 129 feet by highway formerly called Union Avenue now known as Byington Place;

SOUTHERLY: About 27 feet more or less, by land now or formerly of John Valicant; and

WESTERLY: About 120 feet by land now or formerly of Arminta M. Workman.

Excepting from above described premises about 560 Sq. Ft., taken by the City of Norwalk.

SECOND TRACT:

All that certain tract or parcel of land, with the buildings thereon, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: 50 feet more or less, by Belden Avenue;

EASTERLY: 118.5 feet, more or less, by land now or formerly of Julia M. Dowd;

SOUTHERLY: 49.5 feet by land now or formerly of Vanetta W. Carey; and

WESTERLY: 114 feet, more or less, by land now or formerly of Levi J. and Bessie M. Torrio.

THIRD TRACT:

All that certain tract or parcel of land, with the buildings thereon, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: 59.2 feet, more or less, by highway called Belden Avenue;

EASTERLY: 162 feet, more or less, in part by land now or formerly of C.J. and Vanetta W. Carey and in part by land now or formerly of Maude Worklan;

SOUTHERLY: 70 feet, more or less, by land now or formerly of the Norwalk Rending Association, Inc.; and

WESTERLY: 161.2 feet, more or less, by land now or formerly of Frank Sciandone.

FOURTH TRACT:

All that certain tract of land with the buildings thereon situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: 22 feet, more or less, by Belden Avenue;

EASTERLY: 160 feet, more or less, by land of Levi J. Terrio and Bessie M. Terrio;

SOUTHERLY: 22 feet, more or less, by land of Norman Lepofsky; and

WESTERLY: By land of Lillian Pittard;

Being the same tract of land described in a deed from Frank J. Sciandone and Gennaro Sciandone to David Chance, dated November 18, 1947 and recorded in the land records of said Norwalk in book 330 at page 13.

FIFTH TRACT:

All that certain trace or parcel of land with the buildings thereon in the Town of Norwalk, County of Fairfield and State of Connecticut, located in the First Taxing District of the said Town of Norwalk and being bounded and described as follows:

NORTHERLY: 40 feet, more or less, by land now or formerly of Leonard C. Ely. et ux, and 27 feet, more or less, by land now or formerly of Julia Dowd;

EASTERLY: 51.5 feet, by South Union Avenue, now known as Byington Place;

SOUTHERLY: 57 feet, more or less, by land now formerly of Norman Lepofsky; and

WESTERLY: 49.4 feet by land now or formerly of Levi J. Terrio, et ux.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02975806

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN OPEN-END MORTGAGE DEED AND SECURITY AGREEMENT AND FIXTURE FILING DATED THE 14th FEBRUARY 2002 AND CREATED BY JUNOPART LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NIB CAPITAL BANK N.V 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 5th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —