

MR01

Particulars of a charge

110114/13



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form M

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record



1 Company details

Company number 0 1 6 0 0 1 1 7

Company name in full VIRGIN ATLANTIC AIRWAYS LIMITED

1 47 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 1 1 0 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name EMERALD AVIATION AOE 4 LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Dandyle* X

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

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **DAVID STEW**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 1600117

Charge code: 0160 0117 0147

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2013 and created by VIRGIN ATLANTIC AIRWAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2013

DX

Given at Companies House, Cardiff on 4th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

Private & Confidential


DATED 21 October 2013

VIRGIN ATLANTIC AIRWAYS LIMITED
AS ASSIGNOR

AND

EMERALD AVIATION AOE 4 LIMITED
AS ASSIGNEE

ASSIGNMENT OF INSURANCES
RELATING TO ONE AIRBUS A330-300 AIRCRAFT
BEARING MANUFACTURER'S SERIAL NUMBER
1231 AND REGISTRATION MARK G-VINE

We hereby certify this
to be a true copy of the
original.
Signed  Clifford Chance LLP

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THIS ASSIGNMENT is made on 21 October 2013

BETWEEN:

- (1) **VIRGIN ATLANTIC AIRWAYS LIMITED**, a company organised under the laws of the United Kingdom whose registered address is at The Office, Manor Royal, Crawley, West Sussex, RH10 9NU, United Kingdom (the "Assignor"); and
- (2) **EMERALD AVIATION AOE 4 LIMITED**, a company incorporated and existing under the laws of the Cayman Islands with its registered office at PO Box 309, Ugland House Grand Cayman, KY1-1104, Cayman Island and whose principal place of business is at The Oval, Building 1, Shelbourne Road, Ballsbridge Dublin 4, Ireland (the "Assignee").

THIS ASSIGNMENT WITNESSES as follows

1. DEFINITIONS

In this Assignment, unless the context otherwise requires:

"Aircraft" means the Airbus A330-300 aircraft bearing manufacturer's serial number 1231, as the same is more particularly defined in the Lease.

"Collateral" means all of the Assignor's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the Insurances and any and all Requisition Compensation

"Compulsory Acquisition" means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation involving divestiture of title for any reason of the Aircraft or any part thereof by any Government Entity, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title.

"Event of Default" has the meaning given to it in the Lease.

"Expenses" means (to the extent that the same has not been received or recovered by the Assignee) all losses, liabilities, costs, charges, expenses and outgoings of whatever nature (including, without limitation, Taxes, registration fees and insurance premiums) suffered, incurred or paid by the Assignee in connection with the exercise of the powers referred to in this Assignment.

"Government Entity" means:

- (a) any national government, political subdivision thereof or local jurisdiction therein;
- (b) any instrumentality, board commission, authority, court or agency of any of the foregoing, however constituted; and
- (c) any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant.

"Insurances" means (i) the proceeds of any and all contracts or policies of insurance and reinsurance (other than third party liability insurance) payable to the Assignor and required to be maintained by the Assignor pursuant to the Lease in respect of, or in relation to, the Aircraft or any part thereof, and (ii) all the benefits of, and all claims under, and the right to make all claims under, any and all contracts or policies of insurance and reinsurance (other than in respect of third party liability insurance) required to be maintained by the Assignor pursuant to the Lease in respect of, or in relation to, the Aircraft or any part thereof. For the avoidance of doubt, it is agreed that this is only an assignment of the benefits and proceeds of the insurances and reinsurances and does not amount to an assignment of the policies themselves.

"Lease" means the aircraft operating lease agreement dated 30 December 2009 between Streamline Aircraft Leasing Limited as lessor, and the Assignor, as lessee, relating to the Aircraft, as amended and supplemented by the Aircraft Lease Amendment Agreement dated 8 July 2011 between Streamline Aircraft Leasing Limited, as lessor, and Assignor, as lessee, as further amended and novated pursuant to a deed of novation and amendment dated 22 November 2011 among Streamline Aircraft Leasing Limited, as existing lessor, Wells Fargo Bank Northwest, National Association, not in its individual capacity but solely as owner trustee (the "Previous Lessor"), and Assignor, as lessee, as amended pursuant to the deed of release of guarantee and lease amendment between AerCap Ireland, the Previous Lessor, Avolon Aerospace Leasing Limited, Starstream Aircraft Leasing Limited and the Lessee dated 22 February 2012, as further amended pursuant to the lease amendment agreement between Previous Lessor and Lessee dated 15 August 2013 and as further amended and novated pursuant to a deed of novation and amendment between Previous Lessor, Assignor and Assignee dated on or about the date hereof.

"Lessor Liens" has the meaning given to it in the Lease,

"Permitted Liens" has the meaning given to it in the Lease

"Requisition Compensation" means all moneys (if any) or other compensation from time to time payable in respect of the requisition for hire and the Compulsory Acquisition of the Aircraft.

"Secured Obligations" means any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) owing from time to time by the Assignor to the Assignee under or pursuant to the Lease.

"Security Interest" 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, pledge, assignment by way of security, charge, lease, lien, statutory right in rem, hypothecation, title retention arrangement, attachment, levy, claim, right of detention or security interest whatsoever, howsoever created or arising, or arrangement having a similar effect to any of the above.

"Security Trustee" means Wells Fargo Bank Northwest, N. A.

"Taxes" and "taxes" means all present and future taxes, levies, imposts, duties (including, without limitation, customs duties), withholdings, assessments, fees (including, without limitation, documentary, licence, filing and registration fees) or charges of any nature whatsoever, and wheresoever and by whomsoever imposed, including, without limitation, value added tax, consumption tax or any other tax in respect of added value or income (including, without limitation, gross income, minimum income, alternative minimum, capital gains income, gross receipts and net receipts), capital, capital gains, franchise, transfer, sales, use, business, occupation, excise, property (whether personal or otherwise), stamp or other taxes, together with any penalties, additions to tax, fines or interest with respect to any of the foregoing, and "Tax", "tax", "Taxation" and "taxation" shall be construed accordingly

1.1 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment

1.2 In this Assignment, unless the context otherwise requires:

- (a) references to clauses and schedules (if any) are to be construed as references to clauses of, and schedules to, this Assignment,
- (b) references to this Assignment or any specified provision of this Assignment or any other document shall be construed as references to this Assignment, that provision or that document as amended with the agreement of the relevant parties and (where such consent is, by the terms of this Assignment or the relevant document, required to be obtained as a condition of such amendment being permitted) the prior written consent of any other party to the relevant document,
- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- (e) in the event that any clause, paragraph, part or other division or sub division of this Assignment is adjudicated to be unenforceable by a competent court of law, the remaining provisions of this Assignment shall be unaffected thereby and shall remain in full force and effect; and
- (f) references to the Assignor and the Assignee shall be construed so as to include references to the successors, permitted transferees and permitted assigns thereof.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Assignor hereby represents and warrants to the Assignee that:

- (a) the Assignor has full corporate power and authority to enter into and perform its obligations under this Assignment; and the execution, delivery and performance of this Assignment have been duly authorized by all necessary corporate action on the part of the Assignor, do not require any shareholder approval or approval or consent of any trustee or holders of any debt or other

obligations of the Assignor except such as have been duly obtained and do not contravene any provision of any law, governmental rule, regulation or order binding on the Assignor, or any applicable interpretation or administration of any such law, government rule, regulation or order, or contravene the constitutional documents of the Assignor or any indenture, mortgage, contract or other agreement or instrument to which the Assignor is a party or by which it or any of its assets may be bound or affected;

- (b) the execution and performance by the Assignor of this Assignment, and the consummation of any of the transactions contemplated hereby, do not require the consent or approval of, the giving of notice to, the registration or filing for recordation with, or the taking of any other action in respect of, any Government Entity of the United Kingdom, including any governmental or political agency, sub-division or instrumentality thereof, except such as have been obtained and are in full force and effect except as set out in the legal opinion referred to in clause 7.1(c)(ii) of the Lease;
- (c) the Insurances are, or will be as from the Delivery Date, in full force and effect, all premiums in relation thereto which are due for payment as of the date hereof, or will be due for payment as of the Delivery Date, have been, or will be, duly paid and no notice of cancellation thereof has been given by any insurer;
- (d) the Collateral is not assigned, charged or otherwise encumbered and nor are any of its rights, title and interest therein or any moneys payable thereunder other than pursuant to this Assignment; and
- (e) the Assignor will, for so long as the Assignee shall not have executed a discharge of the security created hereby and subject to this Assignment, remain the sole lawful owner of all of its rights, title and interest in and to the Collateral

2.2 The Assignor hereby covenants with the Assignee that each of the above representations and warranties will be correct in all respects at all times during the continuance of the Security Interest hereby constituted and as long as any Secured Obligations are outstanding as if repeated then by reference to the then existing circumstances.

3 COVENANT, ASSIGNMENT AND NOTICES

3.1 The Assignor hereby expressly covenants with the Assignee that it will pay, perform, satisfy and discharge in full or will procure the payment, performance, satisfaction and discharge in full of the Secured Obligations strictly in accordance with the terms of the Lease. The Assignor's covenants under this Clause 3.1 constitute independent and separate obligations of the Assignor each giving rise to a separate cause of action hereunder.

3.2 As security for the payment, performance, satisfaction and discharge in full by the Assignor to the Assignee of the Secured Obligations, the Assignor with full title guarantee hereby assigns and agrees to assign absolutely to the Assignee the Collateral provided that the Collateral will be payable in accordance with the Lease

until such time as an Event of Default has occurred which is continuing and the Lessor exercises any of its rights pursuant to clause 25.3 of the Lease upon which the security constituted by the Assignment shall become enforceable in accordance with the terms herein.

- 3.3 Upon payment, performance and discharge in full to the satisfaction of the Assignee of the Secured Obligations, the Assignee shall, at the cost of the Assignee, reassign to the Assignor the property assigned pursuant to Clause 3.2 free and clear of all Lessor Liens
- 3.4 Upon execution of this Assignment, the Assignor shall deliver written notice of the assignment herein contained substantially in the form of the notice set out in Schedule 1 to the brokers through whom, the Insurances or any part thereof are effected and shall use reasonable endeavours to obtain from such brokers an acknowledgement of such notice.
- 3.5 Should the insurers and/or brokers through whom all or any part of the Insurances are effected at any time change and provided the Assignee is informed of such change pursuant to the letter of undertaking from the broker addressed to, amongst others, the Assignee, the Assignee shall at its own cost and as soon as is practicable execute and deliver to such new insurers and/or brokers a further notice of assignment substantially in the form of the notice set out in Schedule 1 and shall use reasonable endeavours to obtain from such new insurers and/or brokers an acknowledgement of such notice
- 3.6 The Assignor hereby undertakes to give notice of the assignment pursuant to Clause 3.2 in respect of any Requisition Compensation to any relevant Government Entity reasonably requested by the Assignee, and in such form as the Assignee may reasonably require, upon any Compulsory Acquisition of the Aircraft and shall use reasonable endeavours to obtain the countersignature by or on behalf of the relevant Government Entity of each such notice by way of acknowledgement of receipt of such notice.

4 ASSIGNOR'S COVENANTS

The Assignor hereby covenants with the Assignee that until such time as the Secured Obligations are discharged in full:

- (a) it will, subject to the terms of the Lease and the notice of the assignment delivered to the brokers through whom the Insurances are effected pursuant to Clause 3.4, direct the insurers and the brokers to pay all moneys arising from or in connection with the Collateral to such account or accounts as the Assignee may from time to time direct,
- (b) it will, at the Assignee's cost and expense, do or permit to be done each and every act or thing which the Assignee may from time to time reasonably require to be done for the purpose of enforcing the Assignee's rights in respect of the Collateral;

- (c) it will not knowingly do, or omit to do, or cause to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the security constituted hereby or the rights of the Assignee;
- (d) it will not sell, assign, transfer, or otherwise dispose of, or create, or permit to exist, any Security Interest, howsoever created or arising, over all or any part or any of its rights, title and interest in, to and under the Collateral (other than the Security Interest constituted hereby and any Permitted Liens); and
- (e) it will not exercise any right of set off, counterclaim or defence against the Assignee with respect to the Collateral.

5 APPLICATION OF MONEYS

All moneys received by the Assignee pursuant to this Assignment shall be applied

- (a) first, in payment of the Expenses;
- (b) secondly, in or towards settlement of the Secured Obligations in such manner and in such order of priorities as the Assignee deems appropriate, and
- (c) thirdly, in payment to the Assignor or any third party who is entitled thereto under applicable law

6. INTENTIONALLY DELETED

7. ASSIGNOR'S CONTINUING OBLIGATIONS

Notwithstanding anything herein contained, the Assignor shall remain liable with respect to the Collateral to perform all the obligations assumed by it thereunder and no exercise by the Assignee of any of its rights under this Assignment shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor. The Assignee shall not be under any obligation or liability with respect to the Collateral by reason of this Assignment or anything arising out of it

8 EXERCISE OF REMEDIES

8.1 At any time after the termination of the lease of the Aircraft under the Lease, the Assignee shall be entitled to exercise, as and when it deems appropriate, in relation to the Collateral and each part thereof, all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Collateral (whether at law, by virtue of this Assignment or otherwise), in each case, without further notice and without the restrictions contained in Section 103 of the Law of Property Act 1925, and in particular (without limiting the generality of the foregoing) the Assignee shall be entitled to

- (a) exercise any and all rights of the Assignor under or in connection with the Collateral including, without limitation, any and all rights of the Assignor to demand or otherwise require payment of any amount under, or performance of, or in respect of, the Collateral;

- (b) perform and exercise any rights of the Assignor in respect of the Collateral as if it were a party thereto in place of the Assignor and for those purposes do all such things and execute all such documents as the Assignor may have done in respect of the Collateral,
 - (c) sell to any person all or any part of its right, title and interest in and to the Collateral upon such terms as the Assignee shall determine; and
 - (d) collect, receive or compromise and give a good discharge for any and all moneys and claims for moneys due and to become due for the time being comprised in the Collateral, and otherwise put into force and effect all rights, powers and remedies available to it, at law or otherwise, as assignee of the Collateral.
- 8.2 Section 93 of the Law of Property Act 1925 shall not apply to this Assignment or to the security created by and under this Assignment.
- 8.3 The Assignee may exercise its power of sale hereunder in such a way as it in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned by any such sale or resulting from any postponement thereof
- 8.4 The Assignee shall not be liable as assignee in respect of the Collateral to account or be liable for any loss upon the realisation thereof or for any neglect or default of any nature whatsoever in connection therewith for which any assignee may be liable as such unless such loss arises as a direct result of the wilful misconduct or gross negligence of the Assignee and is a direct result of an act for which an assignee may be liable as such
- 8.5 Upon any sale by the Assignee of the Assignee's, or any part of the Assignee's, right, title and interest in and to the Collateral, the purchaser shall not be bound to see or enquire whether the power of sale of the Assignee has arisen, the sale shall be deemed for all purposes hereof to be within the power of the Assignee and the receipt of the Assignee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor

9. CONTINUING SECURITY AND OTHER PROVISIONS

9.1 It is declared and agreed that:

- (a) the security created by this Assignment shall:
 - (i) be a continuing security for the payment, satisfaction, performance and discharge in full to the satisfaction of the Assignee in accordance with the terms of the Lease of all of the Secured Obligations and the performance of the Assignor's obligations under the Lease and accordingly the security so created shall not be satisfied by any intermediate payment, repayment, satisfaction, performance or discharge of any part only of the Secured Obligations;
 - (ii) be in addition to and shall not in any way discharge, impair, prejudice or affect the security created by any deposit of documents, or any

guarantee, bill, note or Security Interest now or hereafter held by the Assignee, or any right or remedy of the Assignee thereunder, and shall not in any way be discharged, impaired, prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by the Assignee releasing, discharging, modifying or refraining from perfecting or enforcing any of the same or granting time or indulgence or compounding with any person liable;

- (iii) not be discharged, impaired, prejudiced or otherwise affected by any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Secured Obligations or the Lease; and
 - (iv) not be discharged, impaired, prejudiced or otherwise affected by any other act, fact, matter, event, circumstance, omission or thing (including, without limitation, the invalidity, unenforceability or illegality of the Lease or the bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation or amalgamation of, or other analogous event of or with respect to, the Assignor or any other person) which, but for this provision, might operate to discharge, impair, prejudice or otherwise affect the rights of the Assignee under this Assignment or under the Lease or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created; and
- (b) all the rights and powers vested in the Assignee by this Assignment may be exercised from time to time and as often as the Assignee may deem expedient

- 9.2 No failure or delay on the part of the Assignee to exercise any right, power or remedy under this Assignment shall operate as a waiver thereof, nor shall any single or partial exercise by the Assignee of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy, nor shall the giving by the Assignee of any consent to any act which by the terms of this Assignment requires such consent prejudice the right of the Assignee to give consent to the doing of any other similar act. The remedies provided in this Assignment are cumulative and are not exclusive of any remedies provided by law.
- 9.3 The Assignee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Assignment, or to make any payment or to make any claim or to take any action to collect any moneys hereby assigned, or to enforce any rights and benefits hereby assigned to the Assignee or to which the Assignee may at any time be entitled under this Assignment.
- 9.4 Any settlement or discharge between the Assignee and the Assignor and/or any other person shall be conditional upon no security or payment to the Assignee by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation, amalgamation or other analogous event or proceedings for the time being in force.

10 ATTORNEY

10.1 The Assignor hereby irrevocably, appoints the Assignee to be its attorney (with full power of substitution and delegation) for and in its name and on its behalf, and as its act and deed or otherwise, to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies hereby conferred, or which may be deemed proper in connection with all or any of the purposes aforesaid. Provided that the Assignee shall not be entitled to exercise the powers conferred upon it pursuant to this Clause 10.1 unless an Event of Default shall have occurred and be continuing and the leasing of the Aircraft under the Lease has been terminated. The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Assignor hereby ratifies and confirms, and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Assignee or any substitute or delegate may execute or do pursuant hereto.

10.2 The exercise of such power by or on behalf of the Assignee or any substitute or delegate shall not put any person dealing with same upon any enquiry as to whether the security created by this Assignment has become enforceable, nor shall such person be in any way affected by notice that the security so created has not become so enforceable, and the exercise by the same of such power shall be conclusive evidence of their, its or his right to exercise the same.

11. FURTHER ASSURANCE

The Assignor further undertakes at the Assignee's sole expense from time to time upon the Assignee's reasonable request to execute, sign, perfect, do and (if necessary) register every such further assurance, document, act or thing as may be necessary or advisable for the purpose of obtaining the full benefit of this Assignment or for perfecting or more effectively constituting the security constituted or intended to be constituted by this Assignment or to establish, maintain, protect, preserve or enforce the same or for exercising the rights and powers hereby conferred on the Assignee.

12 SUCCESSORS IN TITLE

This Assignment and the security hereby created shall bind and shall inure for the benefit of each of the parties hereto and each of their respective successors, permitted transferees and permitted assigns.

13. NOTICES

Save as otherwise expressly provided in this Assignment, every notice, request, demand or other communication under this Assignment shall be in accordance with clause 27 of the Lease, or to such other address or facsimile number as may be notified by each party to the other under this Assignment.

14. MISCELLANEOUS

14.1 All certificates, instruments and other documents to be delivered under or supplied in connection with this Assignment shall be in the English language or shall be

accompanied by a certified English translation upon which the parties hereto shall be entitled to rely.

14.2 The Assignee shall (as between the Assignor and the Assignee) be entitled to assign or novate all or any of its rights, title and interest and/or obligations in and under this Assignment in accordance with clause 24 of the Lease.

14.3 This Assignment may be executed in counterparts.

14.4 The Assignor agrees for the Assignee's benefit that the Assignee shall not be liable to pay any costs it would not be liable to pay had it not entered into this Assignment

14.5 The Assignee shall at all times maintain a valid agent for service of process in England. Such agent shall be Cheeswrights of Bankside House, 107 Leadenhall Street, London EC3A 4AF and any writ, judgment or other notice of legal process shall be sufficiently served on Assignee if delivered to such agent at its address for the time being. The Assignee agrees that it may not change the agent's identity without giving at least 28 days' prior notice to the Assignor.

15. INTENTIONALLY DELETED

16. GOVERNING LAW AND JURISDICTION

16.1 This Assignment and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law

16.2 Each of the Assignor and the Assignee agrees for the benefit of the other that any legal action or proceedings arising out of or in connection with this Assignment or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Assignment) may be brought in the courts of England, irrevocably and unconditionally submits to the jurisdiction of such courts and the Assignor agrees that the documents which start any legal action or other proceedings and any other documents required to be served in relation to those proceedings may be served on it at its registered office and the Assignee irrevocably designates, appoints and empowers Cheeswrights of Bankside House, 107 Leadenhall Street, London EC3A 4AF, in each case to receive for it and on its behalf, service of process issued out of the courts of England in any such legal action or proceedings. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of either party to take proceedings against the other in the courts of any other competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. The parties further agree that only the courts of England and not those of any other state shall have jurisdiction to determine any claim arising out of or in connection with this Assignment.

16.3 Each of the Assignor and the Assignee agrees that in any legal action or proceedings against it or its assets in connection with this Assignment no immunity from such legal action or proceedings (which shall include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of it or with respect to its assets, irrevocably waives any such right of immunity which it or its assets now have or may

EXECUTION VERSION

hereafter acquire or which may be attributed to it or its assets and consents generally in respect of any legal action or proceedings to the giving of any relief or the issue of any process in connection with such action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceedings.

IN WITNESS whereof the parties hereto have caused this Assignment to be executed as a deed and delivered the day and year first above written.

**SCHEDULE 1
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES**

To: _____

Dated _____ 2013

Airbus A330-300 aircraft with MSN 1231 and registration mark G-VINE (the "Aircraft")

- 1 Emerald Aviation AOE 4 Limited (the "Lessor") and Virgin Atlantic Airways Limited (the "Airline") hereby give you notice that:
 - (a) pursuant to an assignment of insurances entered into between the Airline and the Lessor (the "**Assignment of Insurances**"), the Airline assigned by way of security to the Lessor all of its rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to (a) the proceeds of any and all policies and contracts of insurance (other than third party liability insurance) taken out or in existence from time to time in respect of, or in relation to, the Aircraft or any part thereof (more particularly described below), and (b) all the benefits of, and all claims under, and the right to make all claims under, any and all contracts or policies of insurance and reinsurance (other than in respect of third party liability insurance) required to be maintained by the Airline pursuant to the Lease in respect of, or in relation to, the Aircraft or any part thereof (for the avoidance of doubt, this is only an assignment of the benefits and proceeds of the insurances and reinsurances and does not amount to an assignment of the policies themselves) (the "**Insurances**"),
 - (b) pursuant to a security trust agreement entered into between the Lessor and Wells Fargo Bank, N.A. as security trustee (the "**Security Trustee**") (the "**Security Trust Agreement**"), the Lessor assigned by way of security to the Security Trustee all of its rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the Insurances,
2. The Lessor does not have any operational interest in the Aircraft, or any Engine or Part (as more particularly described below).
3. Where settlement of any claim (in respect of All Risks insurance and War Risks insurance) on the basis of a Total Loss is to be made to or to the order of the Contract Party(ies), the Contract Party(ies) and the Airline have agreed that payment shall be made to Wells Fargo Bank, N.A. as security trustee.
4. Subject to the provision of the AVN67B endorsement contained in the policies, the proceeds of such insurances in respect of any loss other than a Total Loss shall be paid in accordance with the provisions of the lease (the "**Lease**") between the Lessor and the Airline in relation to the Aircraft.
5. For the purposes of the foregoing paragraph, the term "**Contract Party(ies)**" shall have the same meaning ascribed to such term in the latest certificate of insurance issued by you in respect of the insurances for the Aircraft referred to below, or, if different, those persons from time to time notified to you in writing by the Lessor.

The Aircraft

One (1) A330-300 aircraft (except engines) bearing manufacturer's serial number 1231 and two (2) model Rolls-Royce Trent 772B-60 engines bearing manufacturer's serial numbers 41912 and 41913

.....
For and on behalf of

Virgin Atlantic Airways Limited

as Airline

.....
For and on behalf of

Emerald Aviation AOE 4 Limited

as Lessor

.....
For and on behalf of

Wells Fargo Bank, N.A.

as Security Trustee

SIGNATURE PAGE
Assignment of Insurances – MSN 1231

The Assignor

EXECUTED as DEED by)	<u>Over the air</u>
VIRGIN ATLANTIC AIRWAYS LIMITED)	Director
acting by two directors or)	<u>[Signature]</u>
one director and the Company)	Director Company Secretary
Secretary)	

The Assignee

EXECUTED as a DEED by)
EMERALD AVIATION AOE 4 LIMITED)
acting by)

Witness

SIGNATURE PAGE
Assignment of Insurances – MSN 1231

The Assignor


EXECUTED as DEED by)	
VIRGIN ATLANTIC AIRWAYS LIMITED)	Director
acting by two directors or)	
one director and the Company)	
Secretary)	Director/Company Secretary

The Assignee

EXECUTED as a DEED by)	
EMERALD AVIATION AOE 4 LIMITED)	
acting by.)	

James Outram
Authorised Signatory

Witness


Peter Buehly

CLIFFORD CHANCE

GALADIA CONSTANTINOU

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0207 006 2078