

MR01

Particulars of a charge



Companies House

009406/23



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back of this form

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 there is no instrument. Use form MR08.

THURSDAY



A6HDGHCI
A15 19/10/2017 #459
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by 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. **Do not send the original.**

1 Company details

Company number 0 9 5 3 9 5 6 1

Company name in full VIRGIN ATLANTIC INTERNATIONAL LIMITED

10 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 d 1 d 8 m 1 m 0 y 2 y 0 y 1 y 7

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 AERCAP DUTCH AIRCRAFT LEASING VII B.V.

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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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ASSIGNMENT OF INSURANCES RELATING TO ONE AIRBUS A330-300 AIRCRAFT BEARING MANUFACTURER'S SERIAL NUMBER 1215 AND REGISTRATION MARK G-VGEM

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- Yes
 No

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  Eleni Kyriaki Souris X
Director

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

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Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name RACHEL THOMASEN

Company name HOLLAND & KNIGHT (UK) LLP

Address TOWER 42, LEAF 27C

25 OLD BROAD STREET

Post town LONDON

County/Region LONDON

Postcode

E	C	2	N	1	H	Q
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Country UNITED KINGDOM

DX

Telephone 020 7071 9924

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9539561

Charge code: 0953 9561 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2017 and created by VIRGIN ATLANTIC INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2017.

PO

Given at Companies House, Cardiff on 25th October 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Notice of Assignment of Insurances

To: Marsh Limited
1 Tower Place West
Tower Place
London
EC3R 5BU

Dated 18 October 2017

Airbus A330-300 aircraft with msn 1215 and registration mark G-VGEM (the Aircraft)

1. AerCap Dutch Aircraft Leasing VII B.V. (the *Lessor*), Virgin Atlantic Airways Limited (the *Lessee*), Virgin Atlantic International Limited (the *Airline*) and DBS Bank Ltd., as security trustee for and on behalf of itself and certain other parties (the *Security Trustee*) hereby give you notice that:
 - (a) pursuant to an assignment of insurances dated on or about the date of this notice, 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, all such policies and contracts of insurance (other than in respect of third party liability insurance) (the *Insurances*);
 - (b) pursuant to an assignment of insurances dated 30 October 2012 entered into between the Lessee and the Lessor (the *2012 Assignment of Insurances*), the Lessee 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 the Insurances;
 - (c) pursuant to a borrower security assignment dated 7 April 2011 entered into between the Lessor and the Security Trustee (the *Borrower Security Assignment*), 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 amongst other things, the Assignment of Insurances, the 2011 Assignment of Insurances and the Insurances.
2. We confirm that by the Notice of Assignment of Insurances dated 30 October 2012 (the *2012 Notice*) from the Lessor, the Security Trustee and the Lessee as acknowledged pursuant to an acknowledgement from you to the Lessor, Security Trustee and the Lessee, dated 5 November 2012, you have already been notified of the onward assignment of the 2012 Assignment of Insurances and that nothing in this Assignment affects those documents.
3. None of the Lessor, Security Trustee, or the Owner has any operational interest in the Aircraft, or any Engine or Part (as more particularly described below).
4. 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 the Security Trustee.



5. 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 Lessee in relation to the Aircraft, unless the Lease has been terminated and/or the Security Trustee shall otherwise have given you notice that its enforcement rights under the Borrower Security Assignment have become exercisable, in which event all such proceeds shall be paid to the Security Trustee or its designee.
6. 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 or the Security Trustee.
7. The notice and the instructions contained herein cannot be amended or modified without the express written consent of the Security Trustee and the Lessor.

The Aircraft

8. One (1) A330-300 aircraft (except engines) bearing manufacturer's serial number 1215 and two (2) Rolls Royce Trent 772B-60 engines bearing manufacturer's serial numbers 41891 and 41893 respectively or such other aircraft engines as may from time to time be subject to the security created by the aircraft mortgages made, or as the context may require, to be made between the Lessor and the Security Trustee (the *Mortgages*) and in each case all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of any nature which may from time to time be subject to the security created by the Mortgages.

Signed:

.....
For and on behalf of
AerCap Dutch Aircraft Leasing VII B.V.
(as Lessor)

 
.....
For and on behalf of
DBS Bank Ltd.
(as Security Trustee)

.....
For and on behalf of
Virgin Atlantic Airways Limited
(as Lessee)

.....
For and on behalf of
Virgin Atlantic International Limited
(as Airline)

5. 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 Lessee in relation to the Aircraft, unless the Lease has been terminated and/or the Security Trustee shall otherwise have given you notice that its enforcement rights under the Borrower Security Assignment have become exercisable, in which event all such proceeds shall be paid to the Security Trustee or its designee.
6. 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 or the Security Trustee.
7. The notice and the instructions contained herein cannot be amended or modified without the express written consent of the Security Trustee and the Lessor.


The Aircraft


8. One (1) A330-300 aircraft (except engines) bearing manufacturer's serial number 1215 and two (2) Rolls Royce Trent 772B-60 engines bearing manufacturer's serial numbers 41891 and 41893 respectively or such other aircraft engines as may from time to time be subject to the security created by the aircraft mortgages made, or as the context may require, to be made between the Lessor and the Security Trustee (the *Mortgages*) and in each case all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of any nature which may from time to time be subject to the security created by the *Mortgages*.

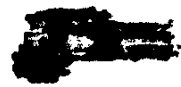
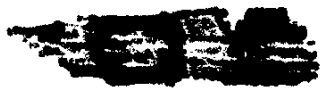
Signed:

.....
For and on behalf of
AerCap Dutch Aircraft Leasing VII B.V.
(as Lessor)

.....
For and on behalf of
DBS Bank Ltd.
(as Security Trustee)


.....
For and on behalf of
Virgin Atlantic Airways Limited
(as Lessee)


.....
For and on behalf of
Virgin Atlantic International Limited
(as Airline)



- 5. 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 Lessee in relation to the Aircraft, unless the Lease has been terminated and/or the Security Trustee shall otherwise have given you notice that its enforcement rights under the Borrower Security Assignment have become exercisable, in which event all such proceeds shall be paid to the Security Trustee or its designee.
- 6. 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 or the Security Trustee.
- 7. The notice and the instructions contained herein cannot be amended or modified without the express written consent of the Security Trustee and the Lessor.

The Aircraft

- 8. One (1) A330-300 aircraft (except engines) bearing manufacturer's serial number 1215 and two (2) Rolls Royce Trent 772B-60 engines bearing manufacturer's serial numbers 41891 and 41893 respectively or such other aircraft engines as may from time to time be subject to the security created by the aircraft mortgages made, or as the context may require, to be made between the Lessor and the Security Trustee (the *Mortgages*) and in each case all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of any nature which may from time to time be subject to the security created by the Mortgages.

Signed:

.....
 [Redacted Signature]
 For and on behalf of
AerCap Dutch Aircraft Leasing VII B.V.
 (as Lessor)

.....
 [Redacted Signature]
 For and on behalf of
DBS Bank Ltd.
 (as Security Trustee)

.....
 For and on behalf of
Virgin Atlantic Airways Limited
 (as Lessee)

.....
 For and on behalf of
Virgin Atlantic International Limited
 (as Airline)

'I hereby certify that this is a true and correct copy of the original'

[Handwritten Signature]

SOPHIE EASTWOOD
 HOLLAND & KNIGHT (UK) LLP
 25 OLD BROAD STREET
 TOWER 42, LEAF 27C
 LONDON EC2N 1HQ

