

MR04

Statement of satisfaction in full or in part of a  
charge



Companies House

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

✗ **What this form is NOT for**  
You may not use this form to  
register a statement of  
satisfaction in full or in part of a mortgage  
charge against an LLP  
LL MR04

WEDNESDAY



A38 18/06/2014 #68  
COMPANIES HOUSE

**1 Company details**

Company number 1 6 0 0 1 1 7  
Company name in full VIRGIN ATLANTIC AIRWAYS LIMITED (the "Assignor")

107

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation<sup>1</sup>**

When was the charge created?  
→ **Before 06/04/2013** Complete **Part A and Part C**  
→ **On or after 06/04/2013** Complete **Part B and Part C**

① **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

**Part A Charges created before 06/04/2013**

**A1 Charge creation date**

Please give the date of creation of the charge ②  
Charge creation date <sup>d</sup>2 <sup>d</sup>4 <sup>m</sup>0 <sup>m</sup>2 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>0 <sup>y</sup>5

② **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

**A2 Description of instrument (if any)**

Please give a description of the instrument (if any) by which the charge is  
created or evidenced  
Instrument description A security assignment (the "Assignment") granted by Virglease  
Limited (the "Lessee") and the Assignor in favour of the Assignee  
Assignee is Airbus Financial Services, 5th Floor, 6 George's Dock,  
International Financial Services Centre, Dublin 1, Ireland

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

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<b>A3</b>	<b>Short particulars of the property or undertaking charged</b>	
Short particulars	<p>Please give the short particulars of the property or undertaking charged</p> <p>Under the terms of the Assignment, the Assignor unconditionally and irrevocably as legal owner with full title guarantee 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 payable pursuant to the Lessee of the 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 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 The security constituted b y the Assignment shall only be enforceable upon the occurrence of a Termination Event for so long as any Termination Event is continuing but shall be immediately enforceable at such time</p> <p>Clause 3 2 of the Assignment states that upon payment in full of the Secured Obligations, the Assignment shall terminate and the Assignment shall, at the request of both the Lessee and the the Assignor, re-assign to the Lessee and the Assignor, without recourse or warranty (but free and clear of all Indemnatee Liens created pursuant to or arising out of the Financing Documents), such right, title and interest, if any, as the Assignee may than have in and to the Assigned Property and shall execute such documents as either the Lessee or the Assignor may reasonably require in order to effect such re-assignment</p> <p>Note the Assignor has</p> <p>(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</p> <p>(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</p> <p>In this MR04 Form, following terms are defined as noted</p> <p>"Aircraft" means one Airbus A340-600, msn 0622 (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,</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>

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## Statement of satisfaction in full or in part of a charge

**A3**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Airframe Warranties Agreement" means the agreement dated 24 February 2005 between Airbus SAS, the Lessee, the Assignor and the Assignee relating to the Airframe Warranties,

"Assigned Insurance Property" means all of the right, title and interest, present and future, actual or contingent of each of the Lessee and the Assignor, 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 Warranty Proceeds, the Assigned Insurance Property, the Assigned Requisition Proceeds and the Assigned Sublease Property,

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

"Assigned Sublease Property" means all of the right, title and interest, present and future, actual or contingent of (i) the Assignor in and to the Sublease and any Permitted Sublease (as defined in the Sublease) and (ii) the Lessee in and to the Sublease and any other Permitted Sublease, in each case other than in respect of the Excluded Property,

"Assigned Warranty Proceeds" means all of the right, title and interest, present and future, actual or contingent of each of the Lessee and the Assignor, as the case by may, in and to the Warranty 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,

"Engine Warranties Agreement" means the agreement dated 24 February 2005 between Rolls Royce plc, the Lessee, the Assignor and the Assignee relating to the Engine Warranties,

"Excluded Property" means all of the right, title and interest of (i) the Lessee in respect of any amounts payable under the Sublease which do not correspond to amounts payable by the Lessee to the Assignee under the Lease and (ii) the Assignor in respect of any amounts payable under a Permitted Sublease which do not correspond to amounts payable by both the Assignor under the Sublease and the Lessee under the Lease,

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## Statement of satisfaction in full or in part of a charge

A3	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>"Financing Documents" means all documents, agreements, and instruments (if any) from time to time entered into by the Assignee and the Financing Parties (or any of them) relating to the Financing of the Aircraft,</p> <p>"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,</p> <p>"Guarantor" means each of the Assignor (unless it is at the relevant time, the Lessee (as such term is defined in the Lease) and Virgin Atlantic Limited,</p> <p>"Indemnatee" means each of the Assignee, Airbus SAS, Rolls Royce plc, the Financing Parties and for each such party, its respective successors and assigns and its respective shareholders, affiliates, partners, contractors, officer's, agents and employees,</p> <p>"Indemnatee Lien" means in respect of any Indemnatee, (a) any Lien created by or resulting from a claim against that Indemnatee (or any Related Indemnatee of that Indemnatee), or (b) any Lien in respect of an Indemnatee Tax levied against or imposed on that Indemnatee (or any Related Indemnatee of that Indemnatee),</p> <p>"Insurances" means the insurance (or where applicable) reinsurance cover required to be maintained under the Lease, the Sublease, any other Permitted Sublease or Permitted Sublease (as defined in the Sublease),</p> <p>"Insurance Proceeds" means any amounts paid or payable in consequence of any claim under any of the Insurances,</p> <p>"Lease" means the lease and purchase agreement dated 24 February 2005 (as amended from time to time) and made between the Assignee (as lessor) and the Lessee (as lessee) in respect of the Aircraft,</p> <p>"Lessee Documents" means each Transaction Document to which the Lessee is (or will be) a party,</p> <p>"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 arrangements having the effect of creating a security interest, other than a right of set-off arising by operation of law,</p>	

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### Statement of satisfaction in full or in part of a charge

A3	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Permitted Lien" means</p> <ul style="list-style-type: none"> <li>(a) any Lien for Taxes not assessed or, if assessed, not due and payable, or which are being contested in good faith in an appropriate manner,</li> <li>(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 <ul style="list-style-type: none"> <li>(i) adequate resources have been provided by the Lessee for the payment of the Taxes or obligations, and</li> <li>(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,</li> </ul> </li> <li>(c) any Indemnatee Lien,</li> <li>(d) any Lien created or constituted by or pursuant to or arising out of any Financing Document or any Transaction Document, and</li> <li>(e) the rights of any person under arrangements or agreements expressly permitted by clause 9.3 or clause 10 of the Lease,</li> </ul> <p>"Permitted Sublease" means any lease agreement entered into by the Lessee with a Permitted Sublessee in relation to the Aircraft which complies with the requirements of clause 9.3 of the Lease,</p> <p>"Related Indemnatee" means in relation to any Indemnatee, the shareholders, affiliates, partners, contractors, officer's agents and employees,</p> <p>"Requisition Proceeds" means in relation to the Aircraft, any monies and/or other compensation received directly by the Lessee, the Assignor or the Assignee in its capacity as lessor in respect of the Compulsory Acquisition of the Aircraft,</p> <p>"Security Period" means the period commencing on 24 February 2005 and termination on the date upon which all of the Secured Obligations have been unconditionally and irrevocably paid and satisfied in full,</p> <p>"Sublease" means the lease and sale and purchase agreement dated 24 February 2005 (as amended from time to time) and made between the Lessee (as sublessor) and Assignor (as sublessee) in respect of the Aircraft,</p> <p>"Sublessee Documents" means the Assignment, the Sublease, any Permitted Sublease, the Engine Warranties Agreement, the Airframe Warranties Agreement, the Guarantee 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 Lessee or the Assignor which amends or supplements any Sublessee Document,</p>	

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## Statement of satisfaction in full or in part of a charge

**A3**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

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

"Termination Event" means any of the events referred to in clause 15 of the Lease,

"Transaction Documents" means each of the Lease, the Airframe Warranties Agreement, the Engine Warranties Agreement, each Permitted Sublease, each Guarantee, the Acceptance Certificate, the Eurocontrol LEtter, the De-registration Power of Attorney, the Redelivery Certificate, the Purchase Agreement Assignment, each Transfer Acknowledgment, and any other document entered into by the Lessee or any Guarantor in connection with any Absolute Transfer or a Security Transfer, any other documents which the Assignee and the Lessee may from time to time designate as a Transaction Document for the purposes of the Lease and any agreement from time to time entered into by the Lessee or any Guarantor which amends or supplements any Transaction Document, and

"Warranty Proceeds" means any and all amounts payable to either the Lessee or the Assignor by Airbus SAS in relation to the Airframe Warranties or by Rolls Royce plc in relation to the Engine Warranties

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**Part B Charges created on or after 06/04/2013****B1 Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

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**① Charge code**

This is the unique reference code allocated by the registrar

**Part C To be completed for all charges****C1 Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied

Please tick the appropriate box

☒ In full☐ In part**C2 Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Forename(s)

Tim

Surname

Livett

Please give the address of the person delivering this statement

Building name/number

The Office

Street

Manor Royal

Post town

Crawley

County/Region

West Sussex

Postcode

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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Chief Financial Officer (not in his personal capacity but as an officer of the Company)

**C3 Signature**

Please sign the form here

Signature

Signature

X *Tim Livett*

X

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## Statement of satisfaction in full or in part 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

Company name **Virgin Atlantic Airways Limited**Address **The Office****Manor Royal**Post town **Crawley**County/Region **West Sussex**Postcode **R H 1 0 9 N U**Country **U K**

DX

Telephone

**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

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date  
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

**Part B Charges created on or after 06/04/2013**

- ☐ You have given the charge code

**Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1  
☐ You have given the details of the person delivering this statement in Section C2  
☐ You have signed the form

**Important information**

**Please note that all information on this form will appear on the public record**

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**