

# 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 or  
charge against an LLP Use form  
LL MR04

WEDNESDAY



\*A46U01BU\*

A14

06/05/2015

#2

COMPANIES HOUSE

### 1 Company details

Company number 1 6 0 0 1 1 7

Company name in full VIRGIN ATLANTIC AIRWAYS LIMITED (the "Assignor")

→ 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

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**

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

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 4 0 6 2 0 0 5

### A2 Charge number

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

Charge number\*

### A3 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 the Assignor  
and Virglease Limited (the "Lessee") in favour of the Assignee (as  
defined below)

Assignee is Avaio 622 Leasing Limited, a company incorporated  
and existing under the laws of the Isle of Man with company number  
113636C and having its registered office at 15-19 Athol Street,  
Douglas, Isle of Man

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

MR04

Statement of satisfaction in full or in part of a charge

**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

In consideration of the Assignee agreeing to enter into the Lessor Documents and the Sublessee Documents, the Assignor unconditionally and irrevocably as legal owner with full title guarantee assigned and agreed to assign absolutely by way 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 Security Obligations, provided always that any payment payable pursuant to the Lessee Documents or the Sublessee Documents which forms part of the Assigned Property (excluding for the avoidance of doubt, the Assigned Insurance Property) and assigned under 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 by 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.

**Continuation page**

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

**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

□ □ □ □ - □ □ □ □ - □ □ □ □

**① Charge code**

This is the unique reference code allocated by the registrar

# MR04 - continuation page

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

A4

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Clause 3 2 of the Assignment states that upon payment in full of the Secured Obligations, the Assignment shall terminate and the Assignee shall, at the request and cost of both the Assignor and the Lessee, reassign to the Assignor and the Lessee, without recourse or warranty (but free and clear of all Indemnity Liens and all other Liens created pursuant to or arising out of the Financing Documents) such right, title and interest, if any, as the Assignee may then have in and to the Assigned Property and shall execute such documents as either the Assignor or the Lessee may reasonably require in order to effect such re-assignment

#### Representations and Covenants

Pursuant to Clause 5 of the Assignment, the Assignor has represented, warranted and covenanted to the Assignee that, other than in respect of the Permitted Liens, there are no Liens created by or through the Assignor subsisting over the Assigned Property on 24 June 2005 and that 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

Pursuant to Clause 6 of the Assignment, the Assignor has covenanted and undertaken with the Assignee, to the extent permitted by any applicable law, throughout the Security Period, that it shall 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

In this Form MR04

"Administrator" means Equity Limited, a company incorporated and existing under the laws of the Isle of Man, IM1 1LB,

"Aircraft" means one Airbus A340-600 bearing manufacturer's serial number 0622 (as more particularly described in schedule 1 to the Assignment) including the Airframe, Buyer Furnished Equipment, each Engine, each Part and the Technical Records,

"Airframe" means the Aircraft together with all Parts relating thereto, but excluding the Engines, the Technical Records and the Buyer Furnished Equipment

"Airframe Warranties Agreement" means the agreement dated 24 June 2005 between the Manufacturer, the Lessee, the Assignor, the Assignee and the Security Trustee relating to the Airframe Warranties (as defined in the Lease Agreement),

# MR04 - continuation page

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

**A4**

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"APU" means the auxiliary power unit installed in the Airframe on 24 June 2005 (unless replaced in accordance with the Lease Agreement) and includes any such replacement unit</p> <p>"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 related to the Aircraft)</p> <p>"Assigned Property" means the Assigned Warranty Proceeds, the Assigned Insurance Property, the Assigned Requisition Proceeds and the Assigned Sublease Property</p> <p>"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</p> <p>"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 Permitted Sublease, in each case other than in respect of the Excluded Property</p> <p>"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 may be in and to the Warranty Proceeds</p> <p>"Buyer Furnished Equipment" means the buyer furnished equipment identified in Part 2 of Schedule 1 to the Lease Agreement</p> <p>"Deed of Novation" means the deed of novation, amendment and restatement of the Lease Agreement dated 24 June 2005 between the Seller, the Assignee and the Lessee</p> <p>"Delivery" means the delivery of the Aircraft by the Original Lessor to the Lessee in accordance with the Lease Agreement</p> <p>"Engine Warranties Agreement" means the agreement dated 24 June 2005 between Rolls-Royce plc, the Lessee, the Assignor, the Assignee and the Security Trustee relating to the Engine Warranties (as defined in the Lease Agreement) (or any replacement therefor entered into upon and introduction of any Financing Party or on a change of any relevant Financing Party)</p>	

# MR04 - continuation page

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

A4

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Engine" means</p> <p>(a) each engine installed on the Airframe at Delivery identified in Schedule 1 to the Lease Agreement and all Parts installed in or on such engine at Delivery, or</p> <p>(b) any engine which has replaced an engine referred to in paragraph (a) or this paragraph (b), title to which has vested in the Owner in accordance with the Lease Agreement, and</p> <p>(c) in the case of (a) and (b), all substituted, renewed or replacement Parts at any time installed in or on any such engine as required or permitted under the Lease Agreement</p> <p>"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 Agreement and (ii) the Assignor in respect of any amounts payable under a Permitted Sublease (as defined in the Sublease) which do not correspond to amounts payable by both the Assignor under the Sublease and the Lessee under the Lease Agreement</p> <p>"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</p> <p>"Financing Parties" has the meaning given to it in the Lease Agreement</p> <p>"Financing Notice" has the meaning given to that term in Clause 21.5 of the Lease Agreement</p> <p>"Guarantee" means the guarantee dated 24 June 2005 entered into by the Guarantors in favour of the Assignee in respect of the Lessee's obligations under the Lessee Documents (including, without limitation, any guarantee issued under Clause 21.3.2(c) of the Lease Agreement following a transfer of the Lessee's rights and obligations under the Lease Agreement)</p> <p>"Guarantor" means each of Assignor (unless it is, at the relevant time, the lessee) and Virgin Atlantic Limited</p> <p>"Indemnatee" means each of the Assignee, the Manufacturer, Rolls-Royce plc, the Financing Parties, the Administrator and the Trustees, their respective successors and assigns and their respective shareholders, affiliates, partners, contractors, officers, agents and employees</p> <p>"Indemnatee Tax" has the meaning given to it in the Lease Agreement</p> <p>"Insurance Proceeds" means any amounts paid or payable in consequence of a claim under any of the Insurances</p>	

# MR04 - continuation page

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

A4

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Indemnity Lien" means, in respect of any Indemnity (a) any Lien created by, or resulting from a claim against that Indemnity (or any Related Indemnity of that Indemnity), or (b) any Lien in respect of any Indemnity Tax levied against or imposed on that Indemnity (or any Related Indemnity of that Indemnity)

"Insurances" means the insurance and (where applicable) reinsurance cover required to be maintained under the Lease Agreement, the Sublease, any Permitted Sublease (as defined in the Sublease)

"Lease Agreement" means the lease and purchase agreement dated 24 February 2005 in respect of the Aircraft and entered into between the Original Lessor as lessor and the Lessee as lessee, as novated and restated pursuant to the Deed of Novation

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

"Lessor Documents" means each Transaction Document to which the Assignee is (or will be) as party

"Lien" means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) and right of ownership, security, mortgage, charge, encumbrance, pledge, lien, assignment, statutory right 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

"Major Check" has the meaning given to it in the Lease Agreement

"Manufacturer" means Airbus S A S (a legal successor of Airbus S N C, formerly Airbus G I E and Airbus Industrie G I E) as Societe par Actions Simplifiee, established under the laws of France or 1 rond-point Maurice Bellonte, 31700 Blagnac, France

"Original Lessor" means Airbus Financial Services, a company organised and existing under the laws of Ireland and having its registered office at 6 George's Dock, IFSC Dublin 1, Ireland

"Owner" means the Assignee or such other person as the Assignee may notify to the Lessee in a Financing Notice as being the owner or the Aircraft

"Part" means any part, APU, component, furnishing, appliance module accessory, instrument or other item of equipment (other than a complete Engine), including Buyer Furnished Equipment, whether or not installed on the Aircraft at any time (a) installed in, attached to or supplied with the Airframe or any Engine on Delivery, or (b) title to which has passed to the Owner in accordance with the Lease Agreement, but excludes any item title to which has ceased to vest in the Owner in accordance with the Lease Agreement

# MR04 - continuation page

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

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="336 383 1050 414">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="336 443 991 506">"Permitted Lien" has the meaning given to it in the Lease Agreement</p> <p data-bbox="336 533 1098 645">"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 for Clause 9.3 of the Lease Agreement</p> <p data-bbox="336 674 1062 736">"Permitted Sublessee" has the meaning given to it in the Lease Agreement</p> <p data-bbox="336 763 1091 848">"Related Indemnatee" means, relation to any Indemnatee the shareholders, affiliates, partners, contractors, officers, agents and employees</p> <p data-bbox="336 875 1114 1019">"Requisition Proceeds" means in relation to the Aircraft, any monies and/or other compensation received directly by the Assignor, the Lessee or the Assignee in its capacity as lessor in respect of the Compulsory Acquisition (as defined in the Assignment) of the Aircraft</p> <p data-bbox="336 1046 1094 1158">"Security Period" means the period commencing on 24 June 2005 and terminating on the date upon which all of the Secured Obligations have been unconditionally and irrevocably paid and satisfied in full</p> <p data-bbox="336 1184 1106 1305">"Security Trustee" means Natexis Banques Populaires, a company organised and existing under the laws of France and having its principal place of business at 45 rue St Dominique, 75007, Paris, France</p> <p data-bbox="336 1332 1078 1476">"Sublease" means the lease and sale and purchase agreement dated 24 February 2005 as amended and restated by a deed of amendments and restatement dated 24 June 2005 between the Lessee (as lessor) and the Assignor (as lessee) in respect of the Aircraft</p> <p data-bbox="336 1503 1110 1736">"Sublessee Documents" means the Assignment, the Sublease, any Permitted Sublease (as defined in the 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> <p data-bbox="336 1762 1050 1825">"Technical Records" has the meaning given to that term in the Lease Agreement</p> <p data-bbox="336 1852 1110 1915">"Termination Event" means any of events referred to in Clause 15.1 of the Lease Agreement</p> <p data-bbox="336 1942 1106 1995">"Transaction Documents" has the meaning given to that term in the Lease Agreement</p>

**MR04 - continuation page**  
Statement of satisfaction in full or in part of a charge

**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

"Trustees" means Equity Limited and Richard Vernon Vanderplank, both of 15 -19 Athol Street, Douglas, Isle of Man, IM1 1LB, in their capacity as trustees of the Avaio 622 Leasing Special Purpose Trust


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



MR04

Statement of satisfaction in full or in part of a charge

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

<b>C1</b>	<b>Satisfaction</b>	
I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box		
<input checked="" type="checkbox"/> In full <span style="margin-left: 100px;">✓</span>		
<input type="checkbox"/> In part		
<b>C2</b>	<b>Details of the person delivering this statement and their interest in the charge</b>	
Please give the name of the person delivering this statement		
Name	Ian de Sousa	
Please give the address of the person delivering this statement		
Building name/number	The Office	
Street	Manor Royal <span style="margin-left: 50px;">✓</span>	
Post town	Crawley	
County/Region	West Sussex	
Postcode	R H 1 0 9 N U	
Please give the person's interest in the charge (e.g. chargor/chargee etc)		
Person's interest in the charge	Company Secretary (not in his personal capacity but as an officer of the Company) <span style="margin-left: 50px;">✓</span>	
<b>C3</b>	<b>Signature</b>	
Please sign the form here		
Signature	<div style="display: flex; align-items: center;"><div style="margin-right: 10px;">X</div><div style="text-align: center;">Signature </div><div style="margin-left: 100px;">X</div></div>	

MR04

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 Secretariat
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 given the charge number (if appropriate)
  - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- ☐ **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)