

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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☒ **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 or a
LL MR04

WEDNESDAY



A13 *A4H0SEYH* #112
30/09/2015
COMPANIES HOUSE

1 Company details

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

→ 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

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 1 4 1 2 2 0 0 9

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 Assignment of Insurances and Requisition Proceeds relating to one
Boeing 747-41R aircraft with MSN 28757 and four GE CF6-80C2
engines with ESNs 704522, 704523, 704524 and 704525 dated 14
December 2009 (the "Assignment") between the Assignor and ICIL
Glasgow Co , Ltd, S A R L (the "Assignee")

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	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 PURSUANT to CLAUSE 3, (COVENANT, ASSIGNMENT AND NOTICES) OF THE ASSIGNMENT</p> <p>1 1 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 assigns and agrees to assign absolutely to and in favour of the Assignee as legal owner with full title guarantee the Assigned Property and, to the extent that they are not assigned, charges by way of first fixed charge in favour of the Assignee all its rights in respect of the Assigned Property provided that the Assigned Property will be payable in accordance with the Instalment Sale Agreement until such time as a Termination Event occurs and is continuing, upon which the security constituted by the Assignment shall become enforceable in accordance with the terms of the Assignment</p> <p>continued on separate sheets</p>	

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	① Charge code This is the unique reference code allocated by the registrar
Charge code ①	<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> [][][][] [][][][] </div> <div style="display: flex; justify-content: space-between;"> [][][][] [][][][] </div> </div>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

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Short particulars

1 2 Should the insurers and/or brokers through whom all or part of the Insurances are effected at any time change and provided the Assignee is informed for such change pursuant to the letter of undertaking from the broker addressed to, amongst others, the Assignee, the Assignor shall at the Assignor's cost and as soon as is practicable execute and deliver to such new insurers, and/or brokers a further notice of assignment in the form of the notice set out in the Schedule to the Assignment and shall use all reasonable endeavours to obtain from such new insurers and/or brokers an acknowledgment of such notice

1 3 The Assignor hereby undertakes to give notice of the assignment pursuant to Clause 3 2 of the Assignment in respect of any Requisition Compensation to any relevant Agency 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 acknowledgment by or on behalf of the relevant Agency of each such notice

2 PURSUANT TO CLAUSE 4 (ASSIGNOR'S COVENANTS) OF THE ASSIGNMENT

The Assignor covenants with the Assignee that for the duration of the Security Period

a) it will, subject to the terms of the notice of the assignment set out in part 1 of the Schedule to the Assignment and the Instalment Sale Agreement, 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 its own cost and expense, do or permit to be done each and event act or thing which the Assignee may from time to time reasonably require to be done for the purpose of creating, perfecting or protecting, enforcing or facilitating the realisation of the Assignee's rights in respect of the Assigned Property,

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 or the rights of the Assignee, and

d) it will not sell, assign, transfer or otherwise dispose of, or create, or permit to exist any Lien howsoever created or arising, over all or any part or any of its rights, title and interest in, to and under the Assigned Property (other than the Lien constituted by the Assignment)

3 PURSUANT TO CLAUSE 1 (DEFINITIONS) OF THE ASSIGNMENT

In the Assignment, unless the context otherwise requires,

a) words importing the plural shall include the singular and vice versa,

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

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Short particulars	<p>b) references to a person shall be construed as referenced to an individual, firm, company, corporation, unincorporated body of persons or any Agency,</p> <p>c) references to the Assignor and the Assignee shall be construed so as to included references to the successors, permitted transferees and permitted assigns thereof</p> <p>4 DEFINITIONS</p> <p>"Absolute Transfer" has the meaning given to that term in Clause 20 2 1 of the Instalment Sale Agreement, which states that the Assignee may transfer all of its rights (save for those described in Clause 20 2 5 of the Instalment Sale Agreement) and obligations under the Instalment Sale Agreement to any Permitted Transferree</p> <p>"Acceptance Certificate" means a certificate from the Assignor to the Assignee, substantially in the form set out in Schedule 4 to the Instalment Sale Agreement</p> <p>"Account Bank" means Industrial and Commercial Bank of China Ltd , Luxembourg Branch, having its registered office at 8-10 Avenue Marie-Therese, L - 2132 Luxembourg and registered with the Luxembourg trade and companies register number B72531 or such other bank as may be agreed between the Assignee and the Security Agent</p> <p>"Account Charge" means the account pledge dated on or about the date of the Facility Agreement between the Assignee and the Security Agent, under which the Assignee pledges its rights and interest in respect of the Borrower's Account to the Security Agent</p> <p>"Administrative Party" means the Arranger, the Facility Agent or the Security Agent</p> <p>"Agency" means any agent, authority central bank, department, government, legislature, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, a state or any political sub-division in or of that state</p> <p>"Aircraft" means the Boeing 747-41R aircraft bearing manufacturer's serial number 28757 including the Engines</p> <p>"Airframe" means the Aircraft together with all Parts relating thereto (excluding the Engines and the Technical Records)</p> <p>"Applicable Law" means (a) any law, statute, decree, constitution, regulation, authorisation, judgment, injunction or other directive of any Agency, (b) any treaty, pact, compact or other agreement to which any Agency is a signatory party, or (c) any judicial or administrative interpretation with binding characteristics or application of those described in (a) or (b) above, and in each case which is applicable to the Aircraft or its use or operation, the Assignor, the Assignee, any Permitted Lessee or the Transaction Documents</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

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	<p>"APU" means the auxilliary power unit installed in the Airframe on the Delivery Date (unless replaced in accordance with the Instalment Sale Agreement) and includes any replacement of such unit</p> <p>"Arranger" means ICBC Financial Leasing Co , Ltd</p> <p>"Assigned Property" means (a) all of the Assignor's rights, title, interest and benefit (present and future, actual and contingent), in, to, under and pursuant to (i) all policies and contracts of Insurances (including any reinsurance) from time to time taken out in respect of the Aircraft and required to be maintained pursuant the terms of the Instalment Sale Agreement (other than insurance in respect of liability), (ii) all the benefits of such policies, including all claims of whatsoever nature thereunder and rights to return of premiums in respect thereof, and (b) any and all Requisition Compensation</p> <p>"Aviation Authority" means the Civil Aviation Authority of the United Kingdom and all and any of the authorities, government departments, committees or agencies which under the laws of the State of Registration shall from time to time (a) have control or supervision of civil aviation in that state, or (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft</p> <p>"Bill of Sale" means the bill of sale relating to the Aircraft in or substantially in the form set out in Schedule 10 of the Instalment Sale Agreement</p> <p>"Borrower's Accounts" means the US Dollar account of the Assignee as the Account Bank having number IBAN LU 803160100000638905, pledged to the Security Agent</p> <p>"Borrower Shareholder" means AIBJerseytrust Limited and AIBJT Nominees Limited</p> <p>"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banking institutions in Luxembourg, the City of London, Hong Kong or Beijing or (in the event that USD is payable) New York, are authorised by applicable law to be closed</p> <p>"Cape Town Convention" means the Convention on International Interests in Mobile Equipment (the Convention) and the Protocol to the Convention on Matters Specific to Aircraft Equipment (the Protocol) both signed in Cape Town, South Africa on 16 Nov 2001, together with any regulations made in connection with them, and references to any Articles of the Cape Town Convention refer to the English language version of the Consolidated Text of the Cape Town Convention</p> <p>"Collateral" means all of the property, rights, title, benefits, interests, assets, property, accounts and proceeds which are subject, or expressed to be subject to the Security Interests created, or expressed to be created by the Security Documents</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

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Short particulars

"Compulsory Acquisition" means in relation to the Aircraft, its requisition for title, detention, confiscation, forfeiture or any compulsory acquisition or seizure by or under the order of any Agency (whether civil, military or de facto)

"Delivery" means delivery of the Aircraft by the Assignee to the Assignor in accordance with the Instalment Sale Agreement

"Delivery Date" means the date on which Delivery occurs

"De-registration Powers of Attorney (as defined in the Facility Agreement)" means the irrevocable de-registration powers of attorney in respect of the Aircraft granted by the Assignee in favour of the Security Agent

"De-registration Powers of Attorney (as defined in the Instalment Sale Agreement)" means each irrevocable power of attorney issued or to be issued by the Assignor or a Permitted Lessee in favour of the Security Agent (or, if so directed by the Assignee, in favour of any relevant Financing Party) in or substantially in the form set out in Schedule 8 to the Instalment Sale Agreement, or where the Cape Town Convention is applicable, in the form of the IDERA set out in Schedule 6 to the Instalment Sale Agreement

"Engine" means (a) each engine identified in Schedule 1 to the Instalment Sale Agreement and all Parts installed in or on such engine at Delivery, or (b) any engine which has replaced an engine referred to in a paragraph (a) or this paragraph (b), title to which has vested in the Owner in accordance with the Instalment Sale Agreement, and (c) in the case of (a) and (b), all substituted, renewed or replacement Parts at any time installed in or on any engine as required or permitted under the Instalment Sale Agreement

"Engine Manufacturer" means General Electric

"Eurocontrol" means the European Organisation for the Safety of Air Navigation and any successor thereof

"Eurocontrol Letter" means a letter from the Assignor or any Permitted Lessee to Eurocontrol and the Aviation Authority in or substantially in the form set out in Schedule 9 to the Instalment Sale Agreement

"Excepted Reason" means any of the following, (a) an occurrence of any Termination Event or Potential Termination Event, (b) the reckless disregard (with knowledge of the probable consequences), fraud or will misconduct of the Assignor or any Permitted Lessee, and (c) any act or omission of any Indemnitee or any other person required by any applicable law, court or administrative body

"Facility" means the credit facility made available under the Facility Agreement

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

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Short particulars

"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 the Assignment

"Facility Agent" means Industrial and Commercial Bank of China (Asia) Limited and its successor

"Facility Agreement" means the loan facility agreement entered into between, amongst others, the Facility Agent and the Assignee on or around the date of the Instalment Sale Agreement,

"Facility Office" means the office notified by a Lender to the Facility Agent (a) on or before the date it becomes a Lender, or (b) by not less than five Business Days' notice, as the office through which it will perform its obligations under the Facility Agreement

"Fee Letter" means any letter entered into by reference to the Facility Agreement between the Assignor and the Assignee setting out the amount of the arrangement fee referred to in Clause 20 (Fees) of the Facility Agreement

"Finance Party" means a Lender or an Administrative Party

"Finance Documents" means (a) the Facility Agreement, (b) the Request, (c) each Fee Letter, (d) each Security Document, (e) any Transfer Certificate, (f) any notices and acknowledgments required in accordance with any of the documents listed in paragraphs (a)-(e) above (as applicable), and any other document, instrument or agreement designated as such by the Assignee and the Facility Agent or the Security Agent

"Financing Documents" has the meaning given to the "Finance Documents" in the Facility Agreement

"Financing Notice" has the meaning given to that term in Clause 20 5 1 of the Instalment Sale Agreement and is a written notice to be delivered by the Assignee to the Assignor at or about the time of completion of any restructuring as set out in Clause 20 5 1 of the Instalment Sale Agreement, identifying the new Financing Parties

"Financing Parties" has the meaning given to the term "Finance Party" in the Facility Agreement,

"Indemnatee" means each of the Assignee, the Financing Parties and for each such party, its respective successors and assigns and its respective shareholders, Subsidiaries, affiliates, partners, directors, officers, agents, contractors and employees

"Instalment Sale Agreement" means the sale agreement in respect of the Aircraft entered into on or about the date of the Assignment and made between the Assignee as seller and the Assignor by buyer

MR04 - continuation page

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A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="325 387 1042 414">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="325 448 1118 618">"Indemnatee Lien" means in respect of any Indemnatee (a) any Lien created by, or resulting from a claim against that Indemnatee, or (b) any Lien in respect of any Indemnatee Tax levied against or imposed on that Indemnatee, other than any Lien referred to in a paragraph (d) of the definition of Permitted Lien or any Lien created in connection with an Absolute Transfer or a Security Transfer</p> <p data-bbox="325 649 1091 703">"Indemnatee Taxes" means, in respect of any Indemnatee, any Tax to the extent that the same,</p> <p data-bbox="325 734 1118 1160">(a) is imposed on, based on or measured by the overall net income, overall gross or net profits, gains, capital or net worth of that Indemnatee provided that the Taxes described in this paragraph (a) shall not include (i) any Taxes imposed by any taxing authority of any jurisdiction to the extent that such Taxes would not have been imposed but for the use, operation, presence or registration of the Aircraft by or for the benefit of the Assignor or any other person having possession of the Aircraft in the jurisdiction imposing such Taxes, or (ii) any Taxes imposed by any taxing authority of any jurisdiction to the extent such Taxes would not have arisen but for the activities of the Assignor or any other person having possession of the Aircraft which activities are unrelated to the transactions contemplated by the Transaction Documents or (as the case may be) the Financing Documents, in the jurisdiction of such taxing authority,</p> <p data-bbox="325 1191 1102 1388">(b) arises out of or is caused by (i) the fraud, wilful misconduct or reckless disregard (with knowledge of the probable consequences) of that Indemnatee, (ii) any Indemnatee Lien attributable to that Indemnatee, or (iii) a breach by that Indemnatee of the express term of any Transaction Document or any Financing Document to which it is a party (such breach not being a consequence of an Excepted Reason),</p> <p data-bbox="325 1420 1118 1706">(c) would not have been imposed but for a failure by that Indemnatee to file any Tax return which that Indemnatee was obliged to file by any Applicable Law binding on it in the UK or Luxembourg or in its jurisdiction of incorporation (or in the case of any Lender, the jurisdiction in which its Facility Office is situated) in a timely and proper manner (save where such Tax return relates to Taxes of the type described in the proviso to paragraph (a) above or are caused by the failure of the Assignor to provide that Indemnatee any information requested by the Indemnatee to file properly and timely of such return),</p> <p data-bbox="325 1738 987 1765">(d) constitutes a loss by that Indemnatee of a Tax benefit,</p> <p data-bbox="325 1796 1107 1935">(e) immediately arises out of or as a consequence of an assignment, transfer or disposal by that Indemnatee of its interest in the Aircraft, the Transaction Documents or the Financing Documents, unless such assignment, transfer or disposal occurs following the occurrence of a Termination Event, or</p>

MR04 - continuation page

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A4	Short particulars of the property or undertaking charged	
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	<p>(f) is due under the law in effect as at the date of the Instalment Sale Agreement and is a deduction or withholding for or on account of Tax from a payment to be made from the Assignee to the Agent or any Financing Party under the Financing Documents</p> <p>"Insurances" means (i) the proceeds of any and all contracts or policies or insurance (including any reinsurance) (other than third party liability insurance) payable to the Assignor and required to be maintained by the Assignor from time to time pursuant to the Instalment Sale Agreement in respect of, or in relation to, the Aircraft or any part thereof, and (ii) all the benefits of, and claims under, and the right to make all claims under, all such policies and contracts of insurance and reinsurance (other than in respect of third liability insurance)</p> <p>"Landing Gear" means the nose gear, centre gear and both left hand and right hand main gear assemblies excluding the wheels, tyres and brakes</p> <p>"Lender" means (a) the Original Lender, or (b) any person which becomes a Lender after the date of the Facility Agreement in accordance with Clause 24 (Changes to the Parties) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</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 arrangement having the effect of creating a security interest, other than a right of set-off arising by operation of law</p> <p>"Loan" means the principal amount of the borrowing advanced by the Lenders under the Facility Agreement or the principal amount of that borrowing outstanding</p> <p>"Manufacturer" means the the Boeing Company</p> <p>"Mortgage" means the English law governed first priority aircraft mortgage over the Aircraft dated on or about the Utilisation Date granted by the Assignee in favor of the Security Agent or as the context may require any other additional or replacement mortgage over the Aircraft granted in favour of the Security Agent pursuant to the Finance Documents</p> <p>"Original Lender" means Industrial and Commercial Bank of China (Asia) Limited, as set out in Schedule 1 to the Facility Agreement</p> <p>"Owner" means the Assignee or such other person as the Assignee may notify to the Assignor in a Financing Notice as being the owner of the Aircraft</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

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Short particulars

"Part" means any part, APU, Landing Gear, 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 Instalment Sale Agreement, but excludes any item title to which has ceased to vest in Owner in accordance with the Instalment Sale Agreement

"Party" means a party to the Facility Agreement

"Permitted Lease" means any lease agreement in relation to the Aircraft entered into by the Assignor (as lessor) with a Permitted Lessee (as lessee) which complies with the requirements of Clause 9 3 of the Instalment Sale Agreement

"Permitted Lessee" means (a) subject to Clause 9 3 11 of the Instalment Sale Agreement any of the parties listed in Schedule 7 to the Instalment Sale Agreement which are as follows

Airline	Habitual Base
Aerolineas Argentinas	Argentina
Aerosur	Bolivia
Air Atlanta Icelandic	Iceland
Air China	China
Air France	France
Air India	India
Air New Zealand	New Zealand
All Nippon Airways	Japan
Asiana	Korea
British Airways	U K
Cathay Pacific	Hong Kong
China Airlines	China
China Southern	China
Corsair / TUI France	France
Delta Air Lines / Northwest	USA
Eva Air	Taiwan
Garuda Indonesia	Indonesia
Japan Air Lines	Japan
KLM	Netherlands
Korean Air	South Korea
Lufthansa	Germany
Malaysia Airlines	Malaysia
Martinair	Netherlands
Philippine Airlines	Philippines
Pullmantur Air	Spain
Qantas	Australia
Singapore Airlines	Singapore
South African Airways	South Africa
Thai	Thailand
United Airlines	USA

and (b) any other operator approved in writing by the Security Agent for the purposes of the relevant permitted Lease (which approval

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

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will (i) not be unreasonably withheld or delayed by the Assignee and (ii) not be construed as approval of that Permitted Lessee for the purposes of any subsequent sublease), provided in each case that it is at the relevant time (x) solvent, (y) licensed to operate aircraft of the same type as the Aircraft, and (z) not incorporated in or based in a Prohibited Country or a state, country or jurisdiction which is subject to any sanction or embargo by the State of Registration

"Permitted Lien" mean, (a) any Lien for Taxes not assessed or, if assessed, not yet due and payable, or which are being contested in good faith in an appropriate manner, (b) any Lien of a repairer, mechanic, airport, air navigation authority (including for the avoidance of doubt, Eurocontrol), 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 (i) adequate reasons have been provided by the Assignor for the payment of Taxes or obligations, and (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 or criminal liability on any Indemnatee, (c) any Indemnatee Lien, (d) any Lien created or constituted by or pursuant to or arising out of any Financing Document or any Transaction Document, and (e) the rights of any person under agreements or arrangements expressly permitted by Clause 9.3 (Subleasing) of the Instalment Sale Agreement or Clause 10 (Maintenance and Repair) of the Instalment Sale Agreement

"Permitted Transferree" means (a) a bank or financial institution or (b) a person that (i) is not (A) an airline, or (B) an affiliate or an airline, and (ii) is (A) an entity which is reasonably experienced in the business of aircraft financing and/or leasing arrangements or (B) have contracted with any such experienced entity to manage the Instalment Sale Agreement or (C) have assigned all of its rights hereunder to any such experienced entity pursuant to a Security Transfer

"Potential Termination Event" means any event which, with the giving or notice and/or lapse of time and/or satisfaction of any other conditions, would constitute a Termination Event

"Prohibited Country" means, in relation to the Aircraft, any state, country or jurisdiction which is subject, at any relevant time, to any United Nations' Sanctions Order, any US Export Controls, the UK Export of Goods (Control) Order 1982 or any statutory modification or re-enactment thereof or any similar or corresponding legislation applicable to the Manufacturer, the Engine Manufacturer or the Assignee or the Financing Parties or their respective shareholders, the effect of which (after obtaining applicable consents or licences) prohibits the export of the Aircraft to such country

"Receiver" means a receiver and manager or a receiver, in each case, appointed under this Assignment

MR04 - continuation page

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A4

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Short particulars	<p>"Recognition of Rights Agreement" means agreement between the Assignor and the owners and financiers of (and any other person who has a Lien (other than a Permitted Lien in (a) and (b) of the definition of Permitted Lien) over or in respect of Boeing 747-400 aircraft or GE CF6-80C2 engines operated by the Assignor (including, for the avoidance of doubt, the Assignee and each of the Financing Parties, whether directly or through a representative financier) relating to the recognition of rights in and to engines (including the Engines) installed on the aircraft the subject of such agreement from time to time (provided that for the purposes hereof an aircraft or (as the case may be) and engine shall be deemed to be subject to a Recognition of Rights Agreement only if each of the owner and financiers of (and any other person who has a Lien (other than a Permitted Lien) over or in respect of) such aircraft or such engine is a party thereto, whether directly or through a representative owner or financier)</p> <p>"Request" means a request for the Loan, substantially in the form of Schedule 3 (Form of Request) to the Facility Agreement</p> <p>"Requisition Compensation" means all moneys (if any) or other compensation from time to time payable in respect of the requisition (whether for title, use, hire, or otherwise) and the Compulsory Acquisition of the Aircraft</p> <p>"Sale and Purchase Agreement" means the sale and purchase agreement between the Assignor (as original seller) and the Assignee (as original purchaser) in relation to the Aircraft and entered into on or about the same time as the Instalment Sale Agreement</p> <p>"Security Agent" means Industrial and Commercial Bank of China (Asia) Limited or any successor thereto</p> <p>"Security Assignment" means the security assignment dated on or about the date of the Facility Agreement between the Assignee and the Security Agent under which the Assignee assigns, inter alia, certain of its rights under the Instalment Sale Agreement and the Assignment to the Security Agent</p> <p>"Security Documents" means (a) the Mortgage, (b) the Account Charge, (c) the Security Assignment, (d) the Share Pledge, (e) the Assignment, (f) the De-registration Power of Attorney (as defined in the Facility Agreement, and any notices and acknowledgments required in accordance with any of the documents listed in (a) to (f) of this definition (as applicable)</p> <p>"Security Period" means the period beginning with the date hereof and ending on the date which the Secured Obligations are irrevocably and unconditionally discharged in full</p>	

MR04 - continuation page

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Security Interest" means any mortgage, pledge, lien, charge (whether fixed or floating), assignment, right of retention, hypothecation, trust arrangements, encumbrance, statutory right in rem, or security interest or other type of preferential arrangements or any other agreement or arrangement having a similar effect (including title transfer and/or retention arrangements having similar effect)</p> <p>"Security Transfer" has the meaning given to that term in Clause 20 1 1 of the Instalment Sale Agreement which states that the Assignee may assign, charge, transfer or declare a trust over all or any part of its rights under the Instalment Sale Agreement and the other Transaction Documents by way of security for its obligations to any Financing Party under the Financing Documents</p> <p>"Share Pledge" means the share pledge dated on or about the date of the Facility Agreement between the Borrower Shareholder and the Security Agent, under which the Assignee's shares are pledged in favour of the Security Agent</p> <p>"SPA Acceptance Certificate" means a certificate of acceptance relating to the Aircraft certifying that the Assignee (as original buyer under the Sale and Purchase Agreement) has accepted the Aircraft from the Assignor (as original seller under the Sale and Purchase Agreement) in compliance with the Sale and Purchase Agreement</p> <p>"SPA Bill of Sale" means a Bill of Sale transferring title in the Aircraft from the Assignor to the Assignee pursuant to the Sale and Purchase Agreement</p> <p>"State of Registration" means the UK or any other state or territory in which the Aircraft may, from time to time, be registered in accordance with the terms of Clause 9 3 4 of the Instalment Sale Agreement</p> <p>"Subsidiary" of a company or corporation shall be construed as a reference to any company or corporation (a) which is controlled, directly or indirectly, by the first mentioned company or corporation, (b) more than half of the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation, (c) which is a Subsidiary (under any other paragraph of this definition) of the first mentioned company or corporation, (d) which would under relevant applicable accounting principles, be consolidated for accounting purposes with the first mentioned company or corporation, and for these purposes, a company or corporation shall be treated as being controlled by other if that other company or corporation is able to direct its affairs and/or to control the composition of its board or directors or equivalent body</p> <p>"Taxes" means all taxes, duties, assessments, or governmental charges of whatever nature</p> <p>"Termination Event" means any of the events referred to in Clause 15 1 of the Instalment Sale 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

"Technical Records" means all technical data, manuals, log books and other records, material and documents (whether kept or to be kept in compliance with any law or regulation or any requirement for the time being of the Aviation Authority or otherwise), relating to the Aircraft or any part thereof (which shall be maintained in the English language or, if required to be maintained in any other language, shall be accompanied by a certified English translation and all additions to and covenants or revisions to or replacements for the same from time to time

"Transaction Documents" means each of the Instalment Sale Agreement, the Sale and Purchase Agreement, the SPA Bill of Sale, the Financing Documents (other than the De Registration Power of Attorney (as defined in the Facility Agreement)), the Acceptance Certificate, the Assignment, the Eurocontrol Letter, the De Registration Power of Attorney (as defined in the Instalment Sale Agreement), the SPA Acceptance Certificate, any Recognition of Rights Agreement, any Permitted Lease, each Transfer Acknowledgment and any other document entered into by the Assignor or any Permitted Lessee in accordance with an Absolute Transfer or a Security Transfer, any other document which the Assignee and the Assignor may from time to time designate as a Transaction Document for the purposes of the Instalment Sale Agreement and any agreement from time to time entered into by Assignor which amends or supplements any Transaction Documents

"Transfer Acknowledgment" means any acknowledgment entered into from time to time by the Assignor of any permitted assignment by the Assignee of its rights under the Instalment Sale Agreement

"Transfer Certificate" means a certificate, substantially in the form of Schedule 4 (Form of Transfer Certificate) to the Facility Agreement may approve or reasonably require or any other form agreed between the Facility Agent and the Assignee

"Utilisation Date" means the date on which the Facility is utilised

"US Dollars, Dollars, USD or US\$" means the lawful currency for the time being of the United States of America

MR04

Statement of satisfaction in full or in part of a charge

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

Name

Ian de Sousa

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

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)

C3**Signature**

Please sign the form here

Signature

Signature

X  X

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 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