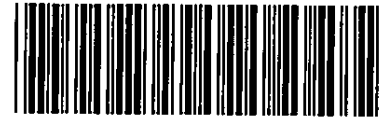


MR04

Statement of satisfaction in full or in part of a charge



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



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

☐ **What this form is NOT**
You may not use this form
to register a statement of sa
in full or in part of a mort
charge against an LLP. Use
LL MR04.

MO TUESDAY

A2C82ETT
A22 09/07/2013 #163
COMPANIES HOUSE
A2B85C1U
A24 24/06/2013 #89
COMPANIES HOUSE

1 Company details

Company number 1 6 0 0 1 1 7
Company name in full VIRGIN ATLANTIC AIRWAYS LIMITED

54

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

2 Charge creation¹

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 1 2 0 6 1 9 9 8

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 An aircraft mortgage (the "Mortgage") dated 12th June 1998 made
between Virgin Atlantic Airways Limited (the "Mortgagor") and
Landesbank Schleswig-Holstein Girozentrale for itself and as
security agent and trustee for the Banks (the "Facility Agent")

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

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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>Definitions</p> <p>"Agents" means the Facility Agent and the Paying Agent</p> <p>"Aircraft" means the Airframe together with the Engines and the Technical Records, but excluding the Excluded Parts,</p> <p>"Airframe" means the Airbus A340-300 aircraft bearing manufacturer's serial number 225 and UK registration mark G-VFAR (excluding the Engines or any other engines from time to time installed thereon) and all Parts installed thereon or attached thereto on 12 June 1998, including any and all Parts which are from time to time incorporated therein or installed thereon or attached thereto title to which is vested in the Mortgagor in accordance with the terms of the Facility Agreement and (for so long as title thereto shall remain vested in the Mortgagor in accordance with the terms of the Facility Agreement) any and all Parts which have been removed from such aircraft and all substitutions, renewals, additions, and replacements from time to time made to the forgoing in accordance with the terms of the Facility Agreement,</p> <p>"Aviation Authority" means the CAA and any other authority, government department, committee or agency which under the laws of the United Kingdom and/or have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft, or (if the State of Registration or the Aircraft is not the United Kingdom) all and any of the authorities, government departments, committees or agencies which are under the laws of the State of Registration of the Aircraft, may from time to time -</p> <p>i) have control or supervision of civil aviation in that state, or</p> <p>ii) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to the Aircraft,</p> <p>"Bank" means Kreditanstalt fur Wiederaufbau, Landesbank Schleswig-Holstein International S A , Hamburgische Landesbank Girozentrale and Landesbank Berlin - Girozentrale - and each financial institution which from time to time is a party to the Facility Agreement as a Bank (as therein defined) in accordance with the provisions thereof and "Banks" means all such financial institutions,</p> <p>"CAA" means the Civil Aviation Authority of the United Kingdom constituted in accordance with the provisions of Section 2 of the Civil Aviation Act 1982 or any re-enactment or amendment thereof and any successor thereof,</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>"Engines" means (i) each of the CFM56-C4 engines bearing manufacturer's serial numbers 741746, 741744, 741745 and 741747 and (ii) each Replacement Engine which from time to time is substituted for each such engine in accordance with the provisions of the Facility Agreement, and shall include, in each case, any and all Parts which are from time to time incorporated or installed on or in or attached to any such engine (or Replacement Engine) when mortgaged under the Mortgage or any any time after 12 June 1998 title to which is vested in Mortgagor in accordance with the terms of the Facility Agreement and any and all Parts which have been removed therefrom provided that title thereto remains vested in the Mortgagor in accordance with the terms of the Facility Agreement,</p> <p>"Event of Default" means the making of a declaration by the Facility Agent under clause 18 2 of the Facility Agreement following the occurrence of an event under clause 18 1 of the Facility Agreement,</p> <p>"Excluded Parts" means the inflight entertainment system as installed on the Aircraft by the Mortgagor and which is subject to the IFE CSA,</p> <p>"Facility Agreement" means the secured aircraft financing agreement dated 8 June, 1998 between, among others, the Mortgagor as borrower, Virgin Travel Group Limited, as guarantor, the Facility Agent as facility agent and as security trustee, the Paying Agent as paying agent and the Banks as lenders pursuant to which the Banks agreed to make a \$92,000,000 loan facility available to the Mortgagor upon the terms and conditions more specifically set out therein,</p> <p>"Insurances" means, in relation to the Aircraft (i) all policies and contracts of insurance (including any reinsurances) taken out in respect of the Aircraft, and (ii) all the benefits of such policies and contracts of insurance including all claims of whatsoever nature thereunder and returns of premium in respect thereof,</p> <p>"Insurers" means the insurance companies and/or underwriters with whom insurance is effected and maintained in respect of the Aircraft from time to time,</p> <p>"IFE CSA" means the conditional sale agreement dated 15 January 1998 between Mortgagor and Matsushita Avionics Systems Corporation in respect of the Excluded Parts,</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	
Short particulars	<p data-bbox="368 405 1054 434">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="368 472 1062 555">"Mortgaged Property" means all the property from time to time mortgaged as assigned to the Facility Agent pursuant to the Mortgage,</p> <p data-bbox="368 584 1110 613">"Part" means any part of the Aircraft other than a complete Engine,</p> <p data-bbox="368 642 1126 696">"Paying Agent" means Landesbank Schleswig Holstein-Girozentrale in its capacity as payment agent under the Facility Agreement,</p> <p data-bbox="368 725 1110 779">"Permitted Lien" means any Security Interest which falls within any one or more of the following categories, that is to say</p> <p data-bbox="368 808 1118 884">(a) such Security Interest is expressly created by or pursuant to or arises under the terms of any Relevant Document and/or is granted in favour of the Agents the Banks or any one or more of them,</p> <p data-bbox="368 913 1126 1131">(b) liens for Taxes not yet assessed or, if assessed, not yet due or being contested in good faith by appropriate proceedings (and for the payment of which adequate provision has been made in the accounts of the taxpayer or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve the likelihood of the sale, forfeiture or loss of the Aircraft, any Engine or any other major part thereof or any interest therein,</p> <p data-bbox="368 1160 1118 1435">(c) air navigation authority, airport hangar keeper's materialmen's, mechanic's, workmen's, repairmen's, employee's or other like liens arising in the ordinary course of business for amounts the payment of which is either not overdue or is being contested in good faith by appropriate proceedings (and for the payment of which adequate provision has been made in the accounts of the taxpayer or, when required in order to pursue such proceedings, an adequate bond has been provided) so long as such proceedings do not involve the danger or the sale, forfeiture or loss of the Aircraft, any Engine or any other major part thereof or any interest therein,</p> <p data-bbox="368 1464 1118 1682">(d) liens (other than liens for Taxes) arising out of judgments or awards with respect to which at the time (i) an appeal proceeding for review is being prosecuted in good faith (and for the payment of which adequate provision has been made in the accounts of the taxpayer or, when required in order to pursue such proceedings, an adequate bond has been provided) and (ii) a stay of execution shall have been secured (and remains in force) pending such appeal or proceedings for review,</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>(e) any other Security Interest the creation of which has been expressly permitted in writing by the Facility Agent acting on the instructions of an Instructing Group,</p> <p>(f) such Security Interest is created by any of the Agents or the Banks or exercised, asserted or claimed in respect of a debt, liability or other obligation (whether financial or otherwise) of any of the foregoing having no connection with the Facility or with the operation of the Aircraft or any part thereof by the Mortgagor or any Affiliate of the Mortgagor or any lessee or sub-lessee permitted by the terms of the Relevant Documents,</p> <p>(g) rights of a party to the Recognition of Rights Agreement arising thereunder or rights of any party under any other agreement for the leasing, exchange or hire of any engine or part intended for installation in or on the Airframe or an Engine where permitted by the terms of the Facility Agreement,</p> <p>(h) any lease or sub-lease of the Aircraft permitted by or approved pursuant to the terms of the Facility Agreement,</p> <p>"Receiver" means any receiver or receiver and manager appointed by the Facility Agent hereunder or under any statutory power,</p> <p>"Replacement Engine" means any CFM56-C4 series engine installed in accordance with the terms of the Facility Agreement on the Aircraft from time to time as a replacement for any Engine (such replacement Engine having a value and utility at least equal to the replaced Engine, assuming that such replaced Engine was in the condition and repair required to be maintained by the terms of the Facility Agreement),</p> <p>"Security Interest" means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, pledge, charge, encumbrance, lease, lien, statutory right in rem, hypothecation, title retention, attachment, levy, claim, right of possession or detention or right of set-off (but excluding any right of set-off arising in favour of a banker any by way or operation of law),</p> <p>"State of Registration" means, in relation to the Aircraft, the United Kingdom or any other state or territory in which the Aircraft is, in accordance with the provisions of the Relevant Documents, registered from time to time,</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>"Taxes" means all present and future taxes, imposts, levies, duties or charges of whatsoever nature including without limitation any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon,</p> <p>"Technical Records" means, in relation to the Aircraft or any Part thereof, all technical data, manuals, logbooks and other records (whether kept or to be kept in compliance with any regulation of the Aviation Authority for the Aircraft or otherwise and including without, limitation any records maintained on computer files) relating to the Aircraft or such part thereof,</p> <p>"Term" means the period beginning on 12 June 1998 and ending on the date when the Mortgagor is entitled to call for a discharge of the Mortgage under Clause 3 5 of the Mortgage</p> <p>As continuing security for the payment of the Secured Obligations, the Mortgagor with full title guarantee mortgages to the Facility Agent for itself and as security trustee for the Banks all its interest, present and future in and to the Aircraft by way of first priority legal mortgage</p> <p>If, in accordance with the Facility Agreement, (a) a Replacement Engine has been substituted for an Engine then (i) such Replacement Engine shall upon such substitution become subject to the Mortgage and (ii) such replaced Engine shall thereupon cease to be subject to the Mortgage, or (b) a replacement Part has been substituted for a Part, then (i) such replacement Part shall upon such substitution become subject to the Mortgage and (ii) such replaced Part shall thereupon cease to be subject to the Mortgage</p> <p>The Mortgagor assigns absolutely by way of security to and in favour of the Facility Agent for itself and as security trustee for the Banks all right, title and interest, present and future, of the Mortgagor in and to (i) the benefit of Insurances (but excluding liability insurances) in relation to the Aircraft and (ii) all Requisition Compensation that may become payable to the Mortgagor in relation to the Aircraft PROVIDED THAT in the event that (a) the amount so advanced to the Mortgagor pursuant to the Facility Agreement has been reduced to zero and (b) no Event of Default has occurred which is continuing, the Facility Agent shall, at the cost of the Mortgagor, reassign to the Mortgagor or otherwise to the person entitled thereto (in either case without warranty or recourse) the rights and benefits hereby assigned to the Facility Agent</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

The Mortgagor undertakes to give notice of or to procure that such notice is given of the assignment specified in Clause 3.3 to (i) the Insurers, promptly after the execution hereof and (ii) the relevant government or public or local authority immediately upon any requisition for title, confiscation, restraint, abstinence, forfeiture being effected in relation to the Aircraft and to deliver to the Facility Agent a copy of each such notice. The Mortgagor will use all reasonable endeavours to procure that each such notice is duly countersigned by or on behalf of the addressee(s) by way of acknowledgment of receipt of such notice and confirmation that the addressee(s) has not previously received any notice of any other assignment in relation to the Insurances or (as the case may be) the Requisition Compensation.

The Mortgagor acknowledges to the Facility Agent the liability of the Mortgagor in respect of the Secured Obligations and covenants with the Facility Agent that it shall pay to the Facility Agent all monies constituting the Secured Obligations in accordance with the provisions of the Facility Agreement. The Facility Agent acknowledges that payments made by the Mortgagor to the Facility Agent in accordance with the provisions of the Facility Agreement shall pro tanto discharge the Mortgagor's obligations under Clause 2 of the Mortgage.

Covenants

Under Clause 5 of the Mortgage the Mortgagor covenants with the Facility Agent that at all times during the Term

- a) except as may otherwise be permitted by the Mortgage and the Facility Agreement, it shall be and remain the sole legal and beneficial owner of such title to and ownership of the Aircraft as is referred to in Clause 4(iii),
- b) it shall not create or permit to subsist any Security Interest over the Mortgaged Property or any part thereof or any interest therein (other than the Security Interest constituted by the Mortgage and any Permitted Lien),
- c) without prejudice to the provisions of Clause 5(b), it shall duly and promptly at its own cost and expense pay or cause to be paid all sums required and take such other action as may be necessary to discharge any such Security Interest (other than the Security Interest constituted by the Mortgage and any Permitted Lien) so created or permitted to subsist by it as aforesaid,
- d) it shall observe and perform the insurance and operational covenants set out in the sixth schedule of the Facility Agreement in relation to the Aircraft, and
- e) it shall not knowingly do or permit to be done any act or thing which might jeopardise the rights of the Facility Agent or the Mortgaged Property.

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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>Continuing and Independent Security</p> <p>The Mortgage and the security thereby created shall be a continuing security and in particular but without limitation shall not be, nor be considered as, satisfied by any intermediate discharge or payment on account of any liabilities or any settlement or accounts between the Mortgagor, the Facility Agent, the Paying Agent and the Banks or any of them Any settlement or discharge between the Facility Agent, the Paying Agent, the Banks or any of them and the Mortgagor shall be conditional upon no security or payment to the Facility Agent, the Paying Agent, the Banks or any of them by the Mortgagor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, insolvency, winding-up, dissolution, reorganisation or other analogous event or proceedings for the time being in force</p> <p>The Mortgage and the security thereby created shall be in addition to and not in substitution for or derogation of any other security (whether given by the Mortgagor or otherwise) now for from time to time hereafter held by the Facility Agent in respect of or in connection with any or all of the moneys and liabilities thereby secured and shall continue in full force and effect notwithstanding the invalidity or unenforceability of any of the obligations of any Mortgagor or any other document and any time or indulgence which may be granted to any Mortgagor or any other matter which might otherwise exonerate the Mortgagor</p> <p>The Facility Agent need not before exercising any of the rights, powers or remedies conferred upon it by the Mortgagor or by law (i) take any action or obtain judgment against the Mortgagor or any other person in any court (ii) make or file any claim or proof in a winding-up or liquidation or the Mortgagor or any other other person or (iii) make or file any claim or proof in a winding-up or liquidation of the Mortgagor or of any other person or (iii) enforce or seek to enforce the recovery of the moneys and liabilities hereby secured or any other security</p> <p>The Facility Agent may in its discretion (i) grant time or other indulgence or make any other arrangement in respect of any of the moneys and liabilities secured by the Mortgage or of any other security therefor or any other company or companies, in person or persons not parties hereto or (ii) vary any provision of the Facility Agreement or any other Relevant Document without prejudice to this security, and the security created by the Mortgage shall not be in any way discharged or impaired by reason of any other circumstance which might (but for this provision) constitute a legal or equitable discharge of such security</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
Short particulars	<p data-bbox="383 414 1061 436">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="383 481 606 504">Further Assurances</p> <p data-bbox="383 537 1125 672">The Mortgagor agrees to do or execute any further assurances and documents as may be required by law, or as the Facility Agent may reasonably consider necessary, to establish, maintain, and protect the rights or the parties secured under the Mortgage, and generally to carry out the true intent of the Mortgage</p> <p data-bbox="383 705 486 728">Receiver</p> <p data-bbox="383 761 1117 940">Under clause 7 of the Mortgage, upon giving notice to the Mortgagor following the occurrence of an Event of Default the Facility Agent shall be entitled to appoint a Receiver of all or any part of the Mortgaged Property. Such Receiver shall be the agent of the Mortgagor and the Mortgagor shall be liable for such Receivers' actions and defaults to the exclusion of liability on the part of the Facility Agent</p> <p data-bbox="383 974 582 996">Power of Attorney</p> <p data-bbox="383 1030 1133 1657">Under clause 9 of the Mortgage, the Mortgagor irrevocably for value and by way of security to secure the Secured Obligations and the performance of the obligations owed to the Facility Agent and the Banks by the Mortgagor under the Mortgage and other Relevant Documents appoints the Facility Agent and every Receiver appointed under clause 7 of the Mortgage, and any person nominated for such purpose by the Facility Agent in writing under hand by an officer of the Facility Agent, severally as attorney of the Mortgagor for the Mortgagor and in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal of the Mortgagor where appropriate) and otherwise perfect and do any charge, mortgage, assignment, deed, assurance, agreement, conveyance, instrument, act or thing which the Mortgagor has failed to execute and to under the covenants, undertakings and provisions contained herein or in any Relevant Document or which may be required or deemed proper in the exercise of any rights or powers hereunder or otherwise for any of the purposes of the security created hereby, and the Mortgagor hereby covenants with the Facility Agent to ratify and confirm all acts or things made done or executed or purportedly made, done or executed by such attorney as aforesaid, provided always that the Facility Agent shall not exercise such power or attorney until it has made a declaration under clause 6.1 of the Mortgage</p> <p data-bbox="383 1691 1141 1904">The Mortgagor shall upon the request of the Facility Agent not later than the time of a change or the State of Registration taking place in accordance with the provision of the Facility Agreement, execute in favour of the Facility Agent a mortgage and/or power of attorney and/or any other security document in relation to any of the Aircraft, the Insurances and the Requisition Compensation for the purposes of preserving the security intended to be created by the Mortgage in such form as the Facility Agent may reasonably request</p>

MR04

Statement of satisfaction in full or in part of a charge

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)

Claudia

Surname

Dalli

Please give the address of the person delivering this statement

Building name/number

Street

Martensdamm 6

Post town

Kiel

County/Region

Germany

Postcode

2	4	1	0	3			
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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Relationship Manager for the Virgin Atlantic account (not in her personal capacity but on behalf of the Facility Agent)

C3 Signature

Please sign the form here.

Signature

Signature

X	<i>C. Dalli</i>	X
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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	Claudia Dalli
Company name	HSN Nordbank AG
(legal successor to the Facility Agent)	
Address	Martensdamm 6
Post town	Kiel
County/Region	
Postcode	2 4 1 0 3
Country	Germany
DX	
Telephone	0049 431 900 12705



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 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