

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

☒ **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. Use
LL MR04

SATURDAY



A21 *A36NTIB7* 26/04/2014 #87
COMPANIES HOUSE

1 Company details

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

86
→ **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 ^d2 ^d9 ^m1 ^m1 ^y2 ^y0 ^y0 ^y2

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 Security Assignment (the "Assignment") dated 29 November 2002
made between Virglease Limited (the "Lessee"), the Sublessee and
Avaio Aerospace Limited

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

A3

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>The Sublessee under the Assignment unconditionally and irrevocably as legal owner with full title guarantee assigned and agreed to assign absolutely by way of a continuing 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 Lessor in order to secure the full and punctual payment, performance and discharge of all of the Secured Obligations, provided always that the Secured Obligations, provided that the Secured Obligations assigned under the Assignment will be payable in accordance with the terms of the Lessee Documents and the Sublessee Documents, as the case may be, until such time as the security constituted by the Assignment is enforceable and execisable The security constituted by the Assignment shall only be enforceable and exercisable upon the occurrence of a Termination Event for so long as any Termination Event is continuing by shall be immediately enforceable and exercisable at such time</p> <p>Clause 3 2 of the Assignment states that upon the payment in full of the Secured Obligations, the Assignment shall terminate and the Lessor shall, at the request and cost of both the Lessee and the Sublessee, re-assign to the Lessee and the Sublessee, without recourse or warranty (but free and clear of all Indemnitee Liens and all other Liens created pursuant to or arising out of the Financing Documents), such right, title and interest, if any, as the Lessor may then have in and to the Assigned Property and shall execute such documents as either the Lessee or the Sublessee may reasonably require in order to effect such re-assignment</p> <p>Subject the provisions of the Lease and the Assignment, the Sublessee covenanted and undertook, to the extent permitted by any applicable law, that throughout the Security Period it shall not purport to transfer, assign, pledge, dispose of or otherwise deal with the Assigned Property and it shall not 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>Definitions used in the MR04 Form as as set out below</p> <p>"Aircraft" means one Airbus A340-600 aircraft with msn 0416 as described in schedule 1 of the Assignment (including the Airframe, any Buyer Furnished Equipment, each Engine, each Part and the Technical Records)</p> <p>"Airframe" shall have the meaning ascribed to such term in the Lease</p> <p>"Airframe Warranties" shall have the meaning ascribed to such term in the Lease</p>	

MR04 - continuation page

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A3

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Please give the short particulars of the property or undertaking charged

Short particulars

"Assigned Insurance Property" means all of the right, title and interests, present and future, actual or contingent of each of the Lessee and the Sublessee, 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 this 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" shall mean 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 of each of the Lessee and Sublessee, 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 of (i) the Sublessee in and to the Sublease and any Permitted Sublease and (ii) the Lessee in and to the 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 of each of the Lessee and the Sublessee, as the case may be, in and to the Warranty Proceeds

"Buyer Furnished Equipment" shall have the meaning ascribed to such term in the Lease

"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" shall have the meaning ascribed to such term in the Lease

"Engine Manufacturer" shall have the meaning ascribed to such term in the Lease

"Engine Warranties" shall have the meaning ascribed to such term in the Lease

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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(i) adequate resources have been provided by the Lessee for the payment of the Taxes or obligations, and</p> <p>(ii) such proceedings, or the continued existence of the Lien, do not give rise 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 (as such term is defined in the Lease),</p> <p>(c) any Indemnatee Lien,</p> <p>(d) any Lienc created or constituted by or pursuant to or arising out of any Financing Document or any Transaction Document, and</p> <p>(e) the rights of any person under agreements or arrangements expressly permitted by Clause 9 3 or Clause 10 of the Lease</p> <p>"Permitted Sublease" has the meaning given to such term in the Sublease</p> <p>"Permitted Sublessee" has the meaning given to such team in the Sublease</p> <p>"Requisition Proceeds" means, in relation to the Aircraft, any monies and/or other compensation received directly by the Lessee, the Sublessee or the Lessor in its capacity as lessor in respect of the Compulsory Acquisition of the Aircraft</p> <p>"Security Period" means the period commencing on 29 November 2002 and terminating on the date upon which all of the Secured Obligations have been paid and satisfied in full</p> <p>"Sublessee Documents" means the Assignment, the Sublease, any Permitted Sublease, the Engine Warranties Agreement, the Airframe Warranties Agreement and any other document which the parties under 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 Sublessee which amends or supplements any Sublessee Document (each term have the meaning as ascribed to such terms in the Lease)</p> <p>"Sublease" means the lease and sale and purchase agreement entered into or be entered into between the Lessee (as lessor) and the Sublessee (as lessee) in respect of the Aircraft</p> <p>"Taxes" shall have the meaning ascribed to such term in the Lease</p> <p>"Technical Records" shall have the meaning ascribed to such term in the Lease</p> <p>"Termination Event" means any of the events referred to in clause 15 1 of the Lease</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

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Please give the short particulars of the property or undertaking charged

Short particulars

"Financing Document" shall have the meaning ascribed to such term in the Lease

"Government Entity" means (i) any national, state or local government or (ii) any board, commission, department, division, courts or agency or political sub-division thereof, howsoever constituted

"Insurances" means the insurance and (where applicable) reinsurance cover required to be maintained under the Lease and the Permitted Sublease

"Insurance Proceeds" means any amounts payable in consequence of a claim under any of the Insurances

"Lease" means the lease and purchase agreement dated 29 November 2002 and made between the Lessee and the Lessor in respect of the Aircraft

"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 Lessor is (or will be) a party

"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

"Manufacturer" shall have the meaning ascribed to such term in the Lease

"Part" shall have the meaning ascribed to such term in the Lease

"Permitted Liens" means

(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, 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

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

A3

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Please give the short particulars of the property or undertaking charged

Short particulars

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

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)

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

Gavin Livett

X

MR04

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**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

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N

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Country

UK

DX

Telephone

**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

**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

**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