

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

MONDAY



A14
09/06/2014
COMPANIES HOUSE
#59

1 Company details

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

106

→ **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**

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

Charge creation date 03 01 20 05

Property acquired

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

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description A security assignment (the "Assignment") granted by Virglease
Limited (the "Lessee") and the Assignor in favour of the Assignee

Assignee means Airbus Financial Services, 5th Floor, 6 George's
Dock, International Financial Services Centre, Dublin 1, Ireland

Continuation page

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

MR04

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="338 394 1051 425">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="338 456 1134 943">Under the terms of the Assignment, the Assignor unconditionally and irrevocably as legal owner with full title guarantee assigned and agreed to assign absolutely by way of security, subject to clause 3 2 of the Assignment, all of its right, title and interest in, to and under the Assigned Property to an in favour of the Assignee in order to secure the full and punctual payment, performance and discharge of all of the Secured Obligations, provided always that any payment payable pursuant to the Lessee Documents and the Sublessee Documents which forms part of the Assigned Property (excluding, for the avoidance of any doubt, the Assigned Insurance Property) and assigned by the Assignment will be payable in accordance with the terms of the Lessee Documents or the Sublessee Documents, as the case may be, until such time as the security constituted by the Assignment is enforceable The security constituted 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</p> <p data-bbox="338 969 1123 1254">Clause 3 2 of the Assignment states that upon the payment in full of the Secured Obligations, the Assignment shall terminate and the Assignee shall, at the request of both the Lessee and the Assignor, re-assign to the Lessee and the Assignor, without recourse or warranty (but free and clear of all Indemnatee 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 Lessee or the Assignor may reasonably require in order to effect such re-assignment</p> <p data-bbox="338 1281 624 1310">Note the Assignor has</p> <p data-bbox="338 1337 1107 1536">a) covenanted that (other than in respect of Permitted Liens) throughout the Security Period it will not pledge, assign, mortgage, charge, encumber or create any Lien or agree to do or knowingly permit to arise or subsist any of the same in or over the Assigned Property save for the Lien constituted by the Assignment and save as permitted by the Transaction Documents and the Sublessee Documents, and</p> <p data-bbox="338 1563 1134 1762">b) covenanted and undertaken that throughout the Security Period it will not purport to transfer, assign, pledge, dispose of or otherwise deal with the Assigned Property or purport to create or incur any Lien in or over the Assigned Property other than Permitted Liens and save for (i) the assignment and the Lien constituted by or contemplated by the Assignment or (ii) otherwise as permitted by any of the Transaction Documents or the Sublessee Documents</p> <p data-bbox="338 1789 911 1821">In this MR04 Form, the following definitions apply</p> <p data-bbox="338 1848 1126 1962">"Aircraft" means one Airbus A340-600 bearing msn 0615 (as more particularly defined in schedule 1 to the Assignment) including the Airframe, any Buyer Furnished Equipment, each Engine, each Part and the Technical Records,</p>	<p data-bbox="1171 394 1350 421">Continuation page</p> <p data-bbox="1171 421 1453 472">Please use a continuation page if you need to enter more details</p>

MR04 - continuation page

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>"Airframe Warranties Agreement" means the agreement dated 31 January 2005 between Airbus SAS, the Lessee, the Assignor and the Assignee relating to the Airframe Warranties</p> <p>"Assigned Insurance Property" means all of the right, title and interest, present and future, actual or contingent or 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 or insurance by only of the benefit of any right, title and interests thereunder insofar as the same relate 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, or 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 each of the Lessee and the Assignor, as the case may be in and to the Requisition Proceeds,</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>"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,</p> <p>"Engine Warranties Agreement" means the agreement dated 31 January 2005 between Rolls Royce plc, the Lessee, the Assignor and the Assignee relating to the Engine Warranties,</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 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,</p> <p>"Financing Documents" means all documents, agreements and instruments (if any) from time to time entered into by the Assignee and the Financing Parties relating to the financing of the Aircraft,</p>	

MR04 - continuation page

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="339 383 1051 412">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="347 454 1077 566">"Government Entity" means (i) any national, state or local government or (ii) any board, commission, department, division, court or agency or political subdivision thereof, howsoever constituted,</p> <p data-bbox="347 600 1129 680">"Guarantor" means each of the Assignor (unless it is, at the relevant time, the Lessee (as such term is defined in the Lease) and Virgin Atlantic Limited,</p> <p data-bbox="347 714 1129 826">"Indemnatee" means each of the Assignee, Airbus SAS, Rolls Royce plc, the Financing Parties and, for each such party, its respective successors and assigns and its respective shareholders, affiliates, partners, contractors, officers, agents and employees,</p> <p data-bbox="347 860 1070 1025">"Indemnatee Lien" means, in respect of any Indemnatee (a) any Lien created by or resulting from a claim against that Indemnatee (or any Related Indemnatee of that Indemnatee), or (b) any Lien in respect of any Indemnatee Tax levied against or imposed on that Indemnatee (or any Related Indemnatee or that Indemnatee),</p> <p data-bbox="347 1059 1126 1171">"Insurances" means that insurance and (where applicable) reinsurance cover required to be maintained under the Lease, the Sublease, any other Permitted Sublease or any Permitted Sublease (as defined in the Sublease),</p> <p data-bbox="347 1205 1050 1256">"Insurance Proceeds" means any amounts paid or payable in consequence of a claim under any of the Insurances,</p> <p data-bbox="347 1290 1099 1402">"Lease" means the lease and purchase agreement dated 31 January 2005 (as amended from time to time) and made between the Assignee (as lessor) and the Lessee (as lessee) in respect of the Aircraft,</p> <p data-bbox="347 1435 1107 1487">"Lessee Documents" means each Transaction Document to which the Lessee is (or will be) an party,</p> <p data-bbox="347 1520 1123 1744">"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 data-bbox="347 1778 1107 1859">"Permitted Sublease" means any lease agreement entered into by the Lessee with a Permitted Sublessee in relation to the Aircraft which complies with the requirements of clause 9 3 of the Lease,</p> <p data-bbox="347 1892 1099 1973">"Related Indemnatee" means in relation to any Indemnatee, the shareholders, affiliates, partners, contractors, officers, agents and employees,</p>

MR04 - continuation page

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A3	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Permitted Lien" means</p> <p>(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,</p> <p>(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 a being contested in good faith in an appropriate manner, but in each case only if</p> <p>i) adequate resources have been provided by the Lessee for the payment of the Taxes or obligations,</p> <p>ii) such proceedings, or the continued existence of the Lien do not give rise to any material likelihood of the sale, forfeiture or other loss of the Aircraft or any interest in the Aircraft or of criminal liability on any Indemnatee,</p> <p>(c) any Indemnatee Lien,</p> <p>(d) any Lien created or constituted by or pursuant to or arising out of any Financing Document or any Transaction Document, and</p> <p>(e) the rights or any person under agreements or arrangement expressly permitted by clause 9 3 or clause 10 of the Lease,</p> <p>"Requisition Proceeds" means, in relation to the Aircraft, any monies and/or other compensation received directly by the Lessee, the Assignor or the Assignee in capacity as lessor in respect of the Compulsory Acquisition of the Aircraft,</p> <p>"Security Period" means the period commencing on 31 January 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>"Sublease" means the lease and sale and purchase agreement dated 31 January 2005 (as amended from time to time) and made between the Lessee (as sublessor) and the Assignor (as sublessee) in respect of the Aircraft,</p> <p>"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 to the Assignment may from time to designate as Sublessee Document for the purpose of the Assignment any agreement from time to time entered into by the Lessee or the Assignor which amends or supplements any Sublessee Document</p> <p>"Taxes" means all taxes, duties, assessments or governmental charges or whatever nature,</p> <p>"Termination Event" means any of the events referred to in clause 15 1 of the Lease,</p>	

MR04 - continuation page

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

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

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

MR04

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

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

Charge code ①

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① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges**C1****Satisfaction**I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box☒ In full☐ In part**C2****Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Forename(s)

Tim

Surname

Livett

Please give the address of the person delivering this statement

Building name/number

The Office

Street

Manor Royal

Post town

Crawley

County/Region

West Sussex

Postcode

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

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

C3**Signature**

Please sign the form here

Signature

Signature

X *Tim Livett*

X

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
R H 1 0 9 N U

Country
U K

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register

Part A Charges created before 06/04/2013

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

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

- ☐ You have given the charge code

Part C To be completed for all charges

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



Important information

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



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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