

# 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  
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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  
LL MR04

TUESDAY



A16 17/06/2014 #229  
COMPANIES HOUSE

### 1 Company details

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

**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 3 0 0 8 2 0 0 3 /

### A2 Charge number

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

Charge number\*

### A3 Description of instrument (if any)

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

Instrument description A security assignment (the "Assignment") dated 30th August 2003  
granted by Virglease Limited (the "Lessee") and the Assignor in  
favour of the Assignee (as defined below)

**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

**A4**

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

Please give the short particulars of the property or undertaking charged

Short particulars

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 and 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 the Secured Obligations thereby assigned will be payable in accordance with the terms of the Lessee Documents and the Sublessee Documents, as the case may be, until such times as the security constituted by the Assignment is enforceable and exercisable. The security constituted by the Assignment shall only be enforceable and exercisable upon the occurrence of a Termination Event so long as any Termination Event is continuing but shall be immediately enforceable and exercisable at such time.

(Please see continuation page)

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

**B1**

**Charge code**

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

Charge code ①

-     -

**① Charge code**

This is the unique reference code allocated by the registrar

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

**A4**

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

Please give the short particulars of the property or undertaking charged

Short particulars

Clause 3.2 of the Assignment states that upon 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 Lessee and the Assignor, 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 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.

Note The Assignor has

(a) represented, warranted and covenanted that (other than in respect of Permitted Liens) it has not previously pledged, assigned, mortgaged, charged, encumbered or created any Lien or agreed to do any of the same on or over, and that throughout the Security Period it will not pledge, assign, mortgage, charge, encumber or create any Lien or agree to do 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

(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.

#### DEFINITIONS

"Absolute Transfer" has the meaning ascribed to such term in the Lease,

"AFS" means Airbus Financial Services,

"Aircraft" means one (1) Airbus A340-600 bearing manufacturer's serial number 0371 (as more particularly defined in Schedule 1 of the Assignment) including the Airframe, any Buyer Furnished Equipment, each Engine, each Part and the Technical Records,

"Airframe" has the meaning ascribed to such term in the Lease,

"Airframe Warranties" has the meaning ascribed to such a term in the Lease,

"Airframe Warranties Agreement" means the agreement dated 30 August 2003 between the Manufacturer, the Lessee, the Assignor, the Assignee and AFA relating to the Airframe Warranties,

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

**A4**

### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Assigned Insurance Property " means all of the right , title and interests , present and future , actual or contingent of each of the Lessee and the Assignor, as the case may be , in and to the Insurances and the Insurance Proceeds but excluding any Insurances and any Insurance Proceeds in respect of any third party liability (provided always that the Assignment shall not constitute an assignment of any policy of insurance but only of the benefit of any right , title and interests thereunder insofar as the same relate to the aircraft),</p> <p>Lessee and the Assignor, as the case may be , in and to the Insurances and the Insurance Proceeds but excluding any Insurances and any Insurance Proceeds in respect of any third party liability (provided always that the Assignment shall not constitute an assignment of any policy of insurance but only of the benefit of any right , title and interests thereunder insofar as the same 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 interests , present and future, of each of the Lessee and the Assignor, as the case may be , in and to the Requisition Proceeds,</p> <p>"Assigned Sublease Property" means all of the right title and interest, present and future, of (i) the Assignor 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,</p> <p>"Assigned Warranty Proceeds" means all of the right , title and interest , present and future, of each of the Lessee and the Assignor , as the case may be, in and to the Warranty Proceeds,</p> <p>"Buyer Furnished Equipment " has the meaning ascribed to such a term in the lease ,</p> <p>"Compulsory Acquisition" means, in respect of an Aircraft and Engine, requisition of title or other compulsory acquisition of title (but excluding requisition for such use or hire ) of such Aircraft or Engine (as the case may be ) , by a Government Entity,</p> <p>"Engine" has the meaning ascribed to such term in the Lease,</p> <p>"Engine Manufacture" means Rolls-Royce plc,</p> <p>"Engine Warranties" has the meaning ascribed to such term in the Lease,</p>	

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

A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="376 432 1050 454">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="376 488 1091 566">"Engine Warranties Agreement" means the agreement dated 30th august 2003 between the Engine Manufacturer, the Lessee, the Assignor, the Assignee and ASF relating to Engine Warranties,</p> <p data-bbox="376 600 1118 779">"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 the amount payable by the Lessee to the Assignee under the Lease and (ii) the Assignor in respect of any amounts payable under a Permitted Sublease which do not correspond to amounts payable by both the Assignor under the Sublease and Lessee under the Lease,</p> <p data-bbox="376 813 1102 913">"Financing Documents "means all documents , agreements and instruments from time to time entered into by the Assignee and the Financing parties (or any of them) relating to the financing of the Aircraft ,</p> <p data-bbox="376 947 1082 992">"Financing Party" has the meaning ascribed to such a term in the Lease,</p> <p data-bbox="376 1025 1082 1104">"Government Entity" means (i) any national, state or local government or (ii) any board, commission, department, division, courts' or agency or political sub-division, howsoever constituted,</p> <p data-bbox="376 1137 1086 1216">"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="376 1249 1118 1373">"Indemnatee" means each of the Assignee, the Manufacturer, the Engine Manufacturer, the Financing Parties, their respective successors and assigns , and their respective shareholders , affiliates, partners, contractors , officers, agents and employees and (in the case of the Manufacturer) the Members,</p> <p data-bbox="376 1406 1074 1485">"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</p> <p data-bbox="376 1518 1066 1597">(b) any Lien in respect of an Indemnatee Tax levied against or imposed on that Indemnatee( or any Related Indemnatee of that Indemnatee)</p> <p data-bbox="376 1653 1054 1697">"Indemnatee Tax "has the meaning ascribed to that term in the Lease,</p>

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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

"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 30 August 2003 ( as amended from time to time) and made between the Assignee ( as lessor and the Lessee (as lessee ) in respect of the Aircraft,

"Lessee Documents" means each Transaction Document to which the Lessee 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" means Airbus G I E ( formerly known as Airbus Industrie G I E),

"Members" has the meaning ascribed to such term in the Lease,

"Part" has the meaning ascribed to such term in the Lease,

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

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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>"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 are being contested in good faith in an appropriate manner,</p> <p>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, and</p> <p>(ii) such proceedings, or the continued existence of the Lien, do not give rise to any material likelihood of sale, forfeiture or other loss of the Aircraft or any interest in the Aircraft or of criminal liability on any Indemnitee,</p> <p>(c) Any Indemnitee Lien,</p> <p>(d) Any Lien created or constituted by or pursuant to or arising out of any Financing Document or any Transactional Document, and</p> <p>(e) The rights of any person under agreements or arrangement expressly permitted by Clause 9.3 or Clause 10 of the Lease,</p> <p>"Permitted Sublease" means any lease agreement entered into by the Assignor with a Permitted Sublessee in relation to the Aircraft which complies with the requirements of Clause 9.3 of the Lease,</p> <p>"Permitted Sublessee" has the meaning ascribed to such term in the Lease,</p> <p>"Related Indemnitee" means, in relation to any Indemnitee, the shareholders, affiliates, partners, contractors, officers, agents and employees, and in the case of the Manufacturer, the Members,</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 its capacity as lessor in respect of the Compulsory Acquisition of the Aircraft,</p> <p>"Security Period" means the period commencing on 30th August 2003 and terminating on the date upon which all of the Secured Obligations have been paid and satisfied in full,</p> <p>"Security Transfer" has the meaning ascribed to such term in the Lease,</p>	

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## 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

"Sublease" means the lease and sale and purchase agreement dated 30 August 2003 (as amending from time to time) and made between the Lessee (as sublessor) and the Assignor (as sublessee) in respect of the Aircraft,

"Sublessee Documents" means the Assignment, the Sublease, any Permitted Sublease, the Engine Warranties Agreement, the Airframe Warranties Agreement and other document which the parties to the Assignment may from time to time designate as a Sublessee Document for the purposes of the Assignment and any agreement from time to time entered into by the Lessee or the Assignor which amends or supplements and Sublessee Documents,

"Subsidiary" has the meaning ascribed to such term in the Lease,

"Taxes" means all taxes, duties, assessments or governmental charges of whatever nature,

"Technical Records" has the meaning ascribed to such term in the Lease,

"Termination Event " means any of the events referred to in Clause 15.1 of the Lease,

"Transaction Documents" means each of the Lease, the Assignment, the Airframe Warranties Agreement, the Engine Warranties Agreement ( each as defined herein) , the Guarantee, the Acceptance Certificate, the Euro control Letter, the Deregistration Power of Attorney, the Redelivery Certificate , the Purchase Agreement Assignment, each Transfer Acknowledgement ( each as defined in the Lease) and 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 Documents, and

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



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## 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 ACTING IN A PERSONAL CAPACITY BUT AS AN OFFICER OF THE COMPANY)

C3

### Signature

Please sign the form here

Signature

Signature  
X Ian De Sousa X

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## 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 name **Virgin Atlantic Airways Limited**Address **The Office****Manor Royal**Post town **Crawley**County/Region **West Sussex**

Postcode

R H 1 0 9 N U

Country

**U K**

DX

Telephone

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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

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

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

- ☐ **Part B Charges created on or after 06/04/2013**  
 You have given the charge code

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

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

**Important information**

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

**Where to send**

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

**For companies registered in England and Wales**

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

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland**

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

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**