

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 satisfac
in full or in part of a mortgage
charge against an LLP Use form
LL MR04

MONDAY



A17 *A40VHG1L* 09/02/2015 #40
COMPANIES HOUSE

1 Company details

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

→ 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**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 9 0 4 2 0 0 5

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") granted by the Assignor
and Virglease Limited (the "Lessee") in favour of the the Assignee
(as defined below)

Assignee is Avaio 615 Leasing Limited, a company incorporated
and existing under the laws of the Isle of Man with company number
113195C and having its registered address at 15-19 Athol Street,
Douglas, Isle of Man, IM1 1LB

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

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A4**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

In consideration of the Assignee agreeing to enter into the Lessor Documents and the Sublessee Documents, the Assignor unconditionally and irrevocably as legal owner with full title guarantee assigned and agreed to assign absolutely by way 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 any payment payable pursuant to the Lessee Documents or the Sublessee Documents which forms part of the Assigned Property (excluding, for the avoidance of doubt, the Assigned Insurance Property) and assigned under 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

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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

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① Charge code

This is the unique reference code allocated by the registrar

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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

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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 and cost of both the Assignor and the Lessee, re-assign to the Assignor and the Lessee, without recourse or warranty (but free and clear of all Indemnity Liens and other 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 Assignor or the Lessee may reasonably require in order to effect such re-assignment

The Assignor's representations and covenants are set out below

Pursuant to clause 5 of the Assignment, the Assignor has represented, warranted and covenanted to the Assignee that, other than in respect of Permitted Liens, no Lien created by the Assignor or the Lessee subsisted over the Assigned Property on 29 April 2005 and that throughout the Security Period neither will 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

Pursuant to clause 6 of the Assignment, the Assignor has covenanted and undertaken with the Assignee, to the extent permitted by any applicable law that throughout the Security Period neither the Assignor nor the Lessee shall purport to transfer, assign, pledge, dispose of or otherwise deal with the Assigned Property and neither shall 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

In this Form MR04,

"Administrator" means Equity Limited, a company incorporated and existing under the laws of the Isle of Man of 15-19 Athol Street, Douglas, Isle of Man, IM1 1LB,

"Aircraft" means one (1) Airbus A340-600 aircraft bearing manufacturer's serial number 0615 as more particularly defined in schedule 1 to the Assignment (including Airframe, any Buyer Furnished Equipment, each Engine, each Part and the Technical Records)

"Airframe" means the Aircraft together with all Parts relating thereto, but excluding the Engines, the Technical Records and the Buyer Furnished Equipment

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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>"Airframe Warranties Agreement" means the agreement dated 29 April 2015 between the Manufacturer, the Lessee, the Assignor, the Assignee and the Security Trustee relating to the Airframe Warranties (as defined in the Lease Agreement) (or any replacement therefor entered into upon the introduction of any Financing Party or the change of any Financing Party),</p> <p>"APU" means the auxilliary power unit installed in the Airframe on the Delivery Date (unless replaced in accordance with the Lease Agreement) and includes any such replacement unit,</p> <p>"Assigned Insurance Property" means all of hte 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 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 as 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 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 Sublease Property" means all of the right, title and interest, present and future, actual or contingent of (i) the Assignor in and to the Sublease and any Permitted Sublease (as defined in the Sublease) and (ii) the Lessee in and to the Sublease and any Permitted 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, actual or contingent, of each of the Lessee and the Assignor, as the case may be, in and to the Warranty Proceeds</p> <p>"Buyer Furnished Equipment" means the buyer furnished equipment identified in part 2 of schedule 1 to the Lease Agreement,</p> <p>"Deed of Novation" means the deed of novation, amendment and restatement dated 29 April 2005 between the Original Lessor, the Assignee and the Lessee in respect of the Lease Agreement,</p> <p>"Delivery" means delivery of the Aircraft by the Original Lessor to the Lessee in accordance with the Lease Agreement,</p> <p>"Delivery Date" means 31 January 2005,</p>	

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Short particulars of the property or undertaking charged

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Short particulars	<p>"Engine" means (a) each engine installed on the Airframe (a) each engine installed on the Airframe at Delivery identified in schedule 1 to the Lease Agreement and all parts installed in or on such engine at Delivery, or (b) any engine which has replaced an engine referred to in paragraph (a) or this paragraph (b), title to which has vested in Owner in accordance with the Lease Agreement, and (c) in the case of (a) and (b), all substituted, renewed or replacement Parts at any time installed in or on any such engine as required or permitted under the Lease Agreement,</p> <p>"Engine Warranties Agreement" means the agreement dated 29 April 2005 between Rolls Royce place, the Lessee, the Assignor, the Assignee and the Security Trustee relating to the Engine Warranties (as defined in the Lease Agreement) (or any replacement therefor entered into upon the introduction of any Financing Party or on a change of any relevant Financing Party,</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 Agreement 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 Agreement,</p> <p>"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>"Financing Parties" has the meaning given to it in the Lease Agreement,</p> <p>"Financing Notice" has the meaning given to that term in clause 21.5 of the Lease Agreement,</p> <p>"Guarantee" means the guarantee dated 29 April 2005 entered into by the Guarantors in favour of the Assignee in respect of the Lessee's obligations under the Lessee Documents (including, without limitation, any guarantee issued under clause 21.3.2(c) of the Lease Agreement following a transfer of the Lessee's rights and obligations under the Lease Agreement),</p> <p>"Guarantor" means each of the Assignor (unless it is, at the relevant time, the lessee under the Lease Agreement) and Virgin Atlantic Limited,</p> <p>"Indemnity Tax" has the meaning given to it in the Lease Agreement,</p> <p>"Insurance Proceeds" means any amounts paid or payable in consequence of a claim under any of the Insurances,</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	<p>"Indemnitee" means each of the Assignee, the MANufacturer, Rolls Royce plc, the Financing Parties, the Administrator and the Trustees (and, notwithstanding any other provision of the Lease Agreement, for the period of two years commencing on 29 April 2005, or if earlier, until the first Major Check thereafter, the Original Lessor and Airbus Financial Services (in its capacity as previous financing party and previous mortgagee), Equity Limited (in its capacity as administrator of the Original Lessor) and Equity Limited and Richard Vernon Vanderplank (in their capacity as trustees of the Avaio 615 Leasing Special Purpose Trust)) and, for each such party, its respective successors and assigns and its respective shareholders, affiliates, partners, contractors, officers, agents and employees,</p> <p>"Indemnitee Lien" means, in respect of any Indemnitee (a) any Lien created by, or resulting from a claim against, that Indemnitee (or any Related Indemnitee of that Indemnitee), or (b) any Lien in respect of an Indemnitee Tax levied against or imposed on that Indemnitee (or any Related Indemnitee of that Indemnitee),</p> <p>"Insurances" means the insurances and (where applicable) reinsurance cover required to be maintained under the Lease Agreement, the Sublease, any Permitted Sublease or Permitted Sublease (as defined in the Sublease),</p> <p>"Lease Agreement" means the lease and purchase agreement dated 31 January 2005 in respect of the Aircraft and made between the Assignee and the Lessee, as novated, amended and restated pursuant to the Deed of Novation</p> <p>"Lessee Documents" means each Transaction Document to which the Lessee is (or will be) a party,</p> <p>"Lessor Documents" means each Transaction Document to which the Assignee is (or will be) a party,</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, right of set-off 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>"Major Check" has the meaning given to it in the Lease Agreement'</p> <p>"Manufacturer" means Airbus S A S (legal successor to Airbus S N C), as societe par actions simpliffee established under the laws of France of 1 rond-point Maurice Bellonte, 31700, Blagnac, France</p> <p>"Original Lessor" means Airbus Financial Services,</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	<p>"Owner" means the Assignee or such other person as the Assignee may notify to the Lessee in a Financing Notice as being the owner of the Aircraft</p> <p>"Part" means any part, APU, 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 Lease Agreement, but excludes any time title to which has ceased to vest in the Owner in accordance with the Lease Agreement,</p> <p>"Permitted Lien" has the meaning given to it in the Lease Agreement,</p> <p>"Permitted Sublease" means any lease agreement entered into by the Lessee with a Permitted Sublease in relation to the Aircraft which complies with the requirements of clause 9.3 of the Lease Agreement,</p> <p>"Permitted Sublessee" has the meaning given to it in the Lease Agreement,</p> <p>"Related Indemnitee" has the meaning given to it in the Lease Agreement,</p> <p>"Requisition Proceeds" means, in relation to the Aircraft, any monies and/or other compensation received directly by the Assignor, the Lessee or the Assignee in its capacity as lessor in respect of the Compulsory Acquisition (as defined in the Assignment) of the Aircraft,</p> <p>"Security Period" means the period commencing on 29 April 2005 and terminating on the date upon which all the Secured Obligations have been unconditionally and irrevocably paid and satisfied in full,</p> <p>"Security Trustee" means KfW, a company incorporated under the laws of Germany and having its principal place of business at Palmengartenstrasse 5-9, 60325, Frankfurt am Main, Germany</p> <p>"Sublease" means the lease and sale and purchase agreement dated 31 January 2005 as amended and restated by a deed of amendment and restatement dated 29 April 2005 between the Lessee (as lessor) and the Assignor (as lessee) in respect of the Aircraft,</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

"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 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 any Sublessee Document,

"Technical Records" has the meaning given to that term in the Lease Agreement,

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

"Transaction Documents" has the meaning given to that term in the Lease Agreement

"Trustees" means Equity Limited and Richard Vernon Vanderplank, both of 15-19 Athol Street, Douglas, Isle of Man, IM1 1LB in their capacity as trustees of the Avaio 615 Special Purpose Trust,

"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 Rolls Royce plc 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 in his personal capacity but as an
 officer of the Company)

✓

C3**Signature**

Please sign the form here

Signature

Signature

X



✓ X

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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 Secretariat**

Company name **Virgin Atlantic Airways Limited**

Address **The Office**

Manor Royal

Post town **Crawley**

County/Region **West Sussex**

Postcode

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Country **United Kingdom**

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