

# 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](http://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 form LL MR04

FRIDAY



A22 \*A2J7ZHIJ\* 18/10/2013 #246  
COMPANIES HOUSE

### 1 Company details

Company number 0 1 6 0 0 1 1 7

Company name in full VIRGIN ATLANTIC AIRWAYS LIMITED (the "Assignor")

→ 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<sup>1</sup>

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**

#### <sup>1</sup> 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 <sup>2</sup>

Charge creation date 3 0 0 1 2 0 0 4

#### <sup>2</sup> 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 the Assignor and Virglease Limited (the "Lessee") 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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**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 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 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.

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 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 on the Continuation sheets attached. The definitions used in this form MR04 are set out on Continuation sheets attached.

**Continuation page**

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

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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

### Representations & Covenants

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, there are no Liens created by or through the Assignor subsisting over the Assigned Property on 30 January 2004 and that throughout the Security Period it will not pledge, assign, mortgage, charge, encumber or create any Lien or agreed 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

Pursuant to Clause 6 of the Assignment, the Assignor has covenanted and undertaken with the Assignee, to the extent permitted by any applicable law, throughout the Security Period, that it shall not purport to transfer, assign, pledge, dispose of or otherwise deal with 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 MR04 Form

"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 bearing manufacturer's serial number 0371 (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

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

"Airframe Warranties Agreement" means the agreement dated 30th January 2004 between the Manufacturer, the Lessee, the Assignor, the Assignee and the Security Trustee relating to the Airframe Warranties (as defined in the Lease Agreement)

"Assigned Insurance Property" means all of the right, title, 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 an assignment of any policy of insurance but only of the benefit of any right, title, interests thereunder insofar as the same related to the Aircraft)

"Assigned Property" means the Assigned Warranty Proceeds, the Assigned Insurance Property, the Assigned Requisition Proceeds and the Assigned Sublease Property

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### Short particulars of the property or undertaking charged

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Short particulars

"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

"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

"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

"Buyer Furnished Equipment" means the buyer furnished equipment identified in Part 2 of Schedule 1 to the Lease Agreement

"Deed of Novation" means the deed of novation, amendment and restatement of the Lease Agreement dated 30 January 2004 between the Seller, the Assignee and the Lessee

"Engine" means

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,

b) any engine which has replaced an engine referred to in paragraph (a) or this paragraph (b), title to which has vested in the 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

"Engine Warranties Agreement" means the agreement dated 30 January 2004 between Rolls-Royce plc, 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 or any relevant Financing Party)

"Excluded Property" means of all 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

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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

"Financing Parties" has the meaning given to it in the Lease Agreement

"Financing Notice" has the meaning given to that term in clause 21 5 of the Lease Agreement

"Guarantee" means the guarantee dated 30 January 2004 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 following a transfer of the Lessee's rights and obligations under the Lease Agreement)

"Guarantor" means each of the Assignor (unless it is, at the relevant time, the lessee) and Virgin Atlantic Limited

"Indemnatee" 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 2 years commencing on 30 January 2004, 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)) and, for each such party, its respective successors and assigns and its respective shareholders, affiliates, partners, contractors, officers, agents, and employees and (in the case of the Manufacturer) the Members

"Indemnatee Lien" means, in respect of an 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 and Indemnatee Tax levied against or imposed on that Indemnatee (or any Related Indemnatee of that Indemnatee)

"Indemnatee Tax" has the meaning given to it in the Lease Agreement

"Insurances" means the insurance (where applicable) reinsurance cover required to be maintained under the Lease Agreement, the Sublease, or any Permitted Sublease (as defined in the Sublease)

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

"Lease Agreement" means the lease and purchase agreement dated 30 August 2003 in respect of the Aircraft and entered into between the Original Lessor as lessor and the Lessee as lessee, as novated and restated pursuant to the Deed of Novation

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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>"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, set-off or any arrangement or agreement 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 SNC (formerly GIE) a societe en nom collectif established under the laws of France of 1 rond point Maurice Bellonte, 37107 Blagnac, France</p> <p>"Members" means any or all, as the context requires, of Airbus France SAS, Air Deutschland GmbH, Airbus Espana SL and Airbus UK Limited and their respective successors and assigns</p> <p>"Original Lessor" means Avaio Aviation Limited, a company incorporated under the laws of the Republic of Ireland with registered number 360023 and having its principal place of business at 5th Floor, 6 George's Dock, International Financial Services Centre, Dublin 1, Republic of Ireland</p> <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,</p> <p>a) installed in, attached to or supplied with the Airframe or any Engine on Delivery, or</p> <p>b) title to which has passed to the Owner in accordance with the Lease Agreement</p> <p>but excludes any item 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>	

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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 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 Agreement</p> <p>"Permitted Sublessee" has the meaning given to it in the Lease Agreement</p> <p>"Requisition Proceeds" means, in relation to the Aircraft, any moneys 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 30 January 2004 and terminating on the date upon which all of the Secured Obligations have been unconditionally and irrevocably paid and satisfied in full</p> <p>"Security Trustee" means Natexis Banques Populaires, a company incorporated under the laws of France and having its principal place of business at 45, rue St Dominique, 75007, Paris, France</p> <p>"Sublease" means the lease and sale and purchase agreement dated 30 August 2003 as amended and restated by a deed of amendments and restatement dated 30 January 2004 between the Lessee and the Assignor in respect of the Aircraft</p> <p>"Sublease Documents" means the Assignment, the Sublease, any Permitted Sublease, the Engine Warranties Agreement, the Airframe Warranties Agreement, the Guarantee and any other document which the parties thereto may from time to time designate as a Sublease 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 Sublease Document</p> <p>"Technical Records" has the meaning given to that term in the Lease Agreement</p> <p>"Termination Event" means any of the events referred to in clause 15.1 of the Lease Agreement</p> <p>"Transaction Documents" has the meaning given to that term in the Lease Agreement</p> <p>"Trustees" means Equity Limited and Richard Vernon Vandenplank, both of 15-19 Athol Street, Douglas, Isle of Man, IM1 1LB in their capacity as trustees of the Avaio 371 Special Purpose Trust</p> <p>"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</p>	

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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)

Ian

Surname

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

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Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Company Secretary on behalf of the Company (and not in his personal capacity)

**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 name

Virgin Atlantic Airways Limited

Address

The Office

Manor Royal

Post town

Crawley

County/Region

West Sussex

Postcode

R H 1 9 9 N U

Country

UK

DX

Telephone

01293 616161

**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](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)