

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 or
charge against an LLP (LLP MR04)

FRIDAY



A11 **102** *A59UFT9U*
24/06/2016 #103
COMPANIES HOUSE

1 Company details

Company number 0 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 0 8 0 4 2 0 0 4

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

"Assignee" is Avaio 575 Limited, 15-19 Athol Street, Douglas, Isle
of Man

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

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

Continuation page

Short particulars

/cont

Charges created on or after 06/04/2013

Charge code

① Charge code

Charge code ①

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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

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>Clause 3.2 of the Assignment states that upon 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 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 Lessee or the Assignor may reasonably require in order to effect such re-assignment</p> <p>Note the Assignor has (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 any of the same in or over the Assigned Property save for Lien constituted by the Assignment and save as permitted by the Transaction Documents and the Sublease 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 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 Sublease Documents</p> <p>In this MR04 Form terms not defined herein have the respective meanings given to them in the Lease (as defined below)</p> <p>"AFS" means Airbus Financial Services,</p> <p>"Aircraft" means one Airbus A340-600 bearing manufacturer's serial number 0575 (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>"Airframe Warranties Agreement" means the agreement dated 8 April 2004 between Airbus S N C, the Lessee, the Assignor, the Assignee and AFS relating to the Airframe Warranties,</p> <p>"Assigned Insurance 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 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 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>

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<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 other 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, 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 8 April 2004 between Rolls Royce plc, the Lessee, the Assignor, the Assignee and AFS 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 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>"Government Entity" means (i) any national, state or local government or (ii) any board, commission, department, division, court or agency or political sub-division thereof, howsoever constituted,</p> <p>"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>"Indemnatee" means each of the Assignee, Airbus S N C , Rolls Royce plc, the Administrator, the Trustees, the Financing Parties and, for each such party, its representative successors and assigns and its respective shareholders, affiliates, partners, contractors, officers, agent and employees and (in the case of Airbus SNC) the Members,</p>	

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>"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 or that Indemnatee), or (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>"Insurances" means the 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>"Insurance Proceeds" means any amounts paid or payable in consequence of a claim under any of Insurances,</p> <p>"Lease" means the lease and purchase agreement dated 8 April 2004 (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>"Lessee Documents" means each Transaction Document to which the Lessee 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 of set-off, right or any agreement or arrangement have the effect of creating a security interest, other than a right of set-off arising by operation of law,</p> <p>"Permitted Lien" 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) an 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 (i) adequate resources have been provided by the Lessee for the payment of the Taxes or obligations, and (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, (c) any Indemnatee Lien, (d) any Lien created or constituted by or pursuant to or arising out of any Financing Document or any Transaction Document, and (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" 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>

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Related Indemnatee" means, in relation to any Indemnatee, the shareholders, affiliates, partners, contractors, officer's agents, and employees and, in the case of Airbus S N C , 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 8 April 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>"Sublease" means the lease and sale and purchase agreement dated 8 April 2004 (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 documents which the parties to the Assignment may from time to time designate as a Sublessee Document for the purposes of this Assignment and 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 of whatever nature,</p> <p>"Termination Event" means any of the events referred to in clause 15 1 of the Lease,</p> <p>"Transaction Documents" means each of the Lease, the Assignment, the Airframe Warranties Agreement, the Engine Warranties Agreement, the Guarantee, the Acceptance Certificate, the Eurocontrol Letter, the De-Registration Power of Attorney, the Redelivery Certificate, the Purchase Agreement Assignment, each Transfer Acknowledgment (each as defined in the Lease) 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</p> <p>"Warranty Proceeds" means any and all amounts payable to either the Lessee or the Assignor by Airbus S N C in relation to the Airframe Warranties or by Rolls Royce plc in relation to the Engine Warranties</p>	

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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 **R H 1 0 9 N U**

Country

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