



**Registration of a Charge**

Company Name: **IPGL NO.16 LTD**

Company Number: **13530066**



XB64QGS1

Received for filing in Electronic Format on the: **14/06/2022**

**Details of Charge**

Date of creation: **02/06/2022**

Charge code: **1353 0066 0004**

Persons entitled: **CREDIT SUISSE AG**

Brief description: **ONE (1) BOMBARDIER BD-700-1A11 (GLOBAL 5500) AIRCRAFT, MANUFACTURER'S SERIAL NUMBER 60064. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLYDE & CO LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13530066

Charge code: 1353 0066 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2022 and created by IPGL NO.16 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2022 .

Given at Companies House, Cardiff on 16th June 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Mortgage A being a 1<sup>st</sup> priority Mortgage entered into the Maltese aircraft register today the 2<sup>nd</sup> June 2022 @ 21:35hrs by Dr. Lara Buttigieg



## Mortgage

(Body Corporate)

Dr. Lara Buttigieg LL.D  
Legal Officer  
Civil Aviation Directorate  
Transport Malta

Aircraft Registration Mark	9H-MAS	Aircraft Constructor and Aircraft Type Designation	Bombardier BD-700-1A11 (Global 5500)	Aircraft Serial Number	60064
Type of Engines	Rolls-Royce BR700-710D5-21	No of Engines	2 – ESN 56111 and 56112	Auxiliary Power Unit (if installed)	Honeywell model RE220 (GX) – S/N: P-1063

WHEREAS there is an account current between (1) **IPGL No.16 Limited** of 3rd Floor, 39 Sloane Street, London, United Kingdom, SW1X 9LP (hereinafter sometimes called the "Mortgagor") and (2) **Credit Suisse AG**, a company incorporated under the laws of Switzerland with its registered office at Paradeplatz 8, 8001 Zürich, Switzerland (hereinafter sometimes called the "Mortgagee", which expression shall include its successors and assigns), regulated by (i) a Loan Agreement dated 24<sup>th</sup> September, 2021 entered into between (a) the Mortgagor as borrower and (b) the Mortgagee as lender whereby the Mortgagor agreed to make available to the Mortgagee under the terms and conditions set forth therein, a loan facility (the "Loan") (hereinafter as the same may from time to time hereafter be varied, supplemented and/or amended called the "Loan Agreement"), and (ii) a mortgage agreement dated 2<sup>nd</sup> June 2022 (hereinafter as the same may from time to time be amended, supplemented and/or varied called the "Mortgage Agreement") made between the Mortgagor and the Mortgagee, and WHEREAS it is a condition for the Mortgagee to make the Loan (as defined in the Loan Agreement) available and to maintain the Loan (as defined in the Loan Agreement) to the Mortgagor, that the Mortgagor executes this Mortgage in favour of the Mortgagee for the purposes herein described; and WHEREAS the Mortgagor agrees to and does hereby execute this Mortgage in favour of the Mortgagee for the purposes of securing (aa) the due and punctual payment by the Mortgagor of all sums due by way of principal, interest or otherwise under the Loan Agreement, the Mortgage Agreement and the other Transaction Documents (as defined in the Loan Agreement) and (bb) the due and punctual performance and fulfilment of all the terms, covenants, conditions and obligations of the Mortgagor under the Loan Agreement, the Mortgage Agreement and the other Transaction Documents (as defined in the Loan Agreement); and WHEREAS, the amount of principal and interest and other moneys due at any given time can be ascertained by reference to the Loan Agreement, the Mortgage Agreement and the other Transaction Documents (as defined in the Loan Agreement) and shall (except in the case of manifest error) be the certain and liquidated amount due by the Mortgagor; and WHEREAS, in order to secure, the repayment of the Loan (as defined in the Loan Agreement) and all interest, charges or otherwise in relation to the Loan (as defined in the Loan Agreement), this Mortgage and its enforcement, the Mortgagor hereby executes this Mortgage over the Aircraft above particularly described and as further described and defined in the Loan Agreement, its Engines (including any Replacement Engine belonging to the Mortgagor, and whether or not attached to the Aircraft and as further defined in the Loan Agreement) (the "Engines") and its and their avionics, landing gear, equipment, Components (as defined in the Loan Agreement) and Parts (as defined in the Loan Agreement), together with, where the context permits, and the Records (as defined in the Loan Agreement) relating thereto in favour of the Mortgagee for the purposes herein described; and WHEREAS, the Mortgagor is prohibited from creating further mortgages (except for the Permitted Liens (as defined in the Loan Agreement)) over and/or from transferring the Aircraft as well as the Engines or any share or shares therein without the prior written consent of the Mortgagee.

Now therefore we the said (b) **IPGL No.16 Limited** in consideration of the premises for ourselves and our successors and assigns, do hereby covenant with the said (c) **Credit Suisse AG** to pay it all sums for the time being due on this security, whether by way of principal, interest or otherwise at the times and manner aforesaid. And for the purpose of better securing to the said (d) **Credit Suisse AG** the payment of such sums as last aforesaid, we do hereby mortgage to the said (e) **Credit Suisse AG** all the shares of which we are the Owners in the Aircraft, engines (including any replacement engines which are designated for use on the aircraft), equipment and all data, manuals and technical records described herein as well as its equipment, machinery and appurtenances.

Lastly we for ourselves and our successors covenant with the said (f) **Credit Suisse AG** and (g) its assigns that we have the power to mortgage in the manner aforesaid the Aircraft and the engines above as well as its equipment, machinery and appurtenances and that the same is free from encumbrances (h).

Executed this 2<sup>nd</sup> day of June, 2022 in the presence of (i) Carla Bantet

Signature of witness

Signature/s

For and on behalf of (k) **IPGL No.16 Limited**

MATTHEW XERRI

(a) Here state by way of recital the details of the security, giving the full name of Mortgagor and Mortgagee, the nature of the transaction (b) Name of the Mortgagor Company. (c), (d), (e) and (f) Name of Mortgagee. (g) "his", "their" or "its". (h) If any prior encumbrance, add "save as appears by the Registry of the said Aircraft". (i) Name and description of witness. (j) Signature/s and description of duly authorised representative/s acting for and on behalf of Mortgagor. (k) Name of Mortgagor Company.

NOTE – A Mortgage of a Maltese Aircraft shall have no effect unless and until the Mortgage Deed is recorded at the Civil Aviation Directorate. Also, a Mortgage takes its priority from the date of production for registry, **not from the date of the instrument**.

NOTE – Registered Owners or Mortgagees are reminded of the importance of keeping the Director General for Civil Aviation informed of any change of registered office on their part.

### Transfer of Mortgage

#### Transfer of Mortgage – by Body corporate

I, the within mentioned \_\_\_\_\_ in consideration of \_\_\_\_\_ this day paid to it by \_\_\_\_\_ hereby transfer to (a) \_\_\_\_\_ the benefit of the within-written security.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ in presence of (b) \_\_\_\_\_

Executed by the above named \_\_\_\_\_

In the presence of (b) \_\_\_\_\_

Signed \_\_\_\_\_

Signature of witness \_\_\_\_\_

Note:

(a) 'him', 'her', them or 'it'.

(b) Name, address and description of witness

(c) Signature and description of duly authorised representative(s)

### Discharge of Mortgage

#### Discharge of Mortgage – Receipt by Bodies Corporate

Received the sum of \_\_\_\_\_ in discharge of this within-written security.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of (b) \_\_\_\_\_

Signature \_\_\_\_\_

Signature of witness \_\_\_\_\_

Note:

(a) 'him', 'her', them or 'it'.

(b) Name, address and description of witness

(c) Signature and description of duly authorised representative(s)