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In accordance with
Regulation 10 of the
Overseas Companies
(Execution of Documents
and Registration of
Charges) Regulations
2009

OS MG01

Particulars of a mortgage or charge by an overseas company



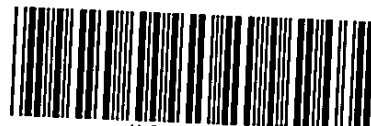
A fee is payable with this form

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
by an overseas company.

✗ **What this form is NOT for**
You cannot use this form for a
overseas company which is not
registered at Companies House

WEDNESDAY



LD2 *L54NUWKR* 10/08/2011 112
COMPANIES HOUSE

1 Overseas company details

Company number ① F C 0 1 0 6 1 7

Company name in full
as registered in the UK Cathay Pacific Airways Limited (the "Assignor")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

① Please add the company number prefix
(FC, SF or NF). For further information,
please refer to our guidance at
www.companieshouse.gov.uk

2 Date of creation of charge

Date of creation 2 5 0 7 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Lessee Assignment dated 25 July 2011 between the Assignor and Pearl River
A330 Leasing Ltd (the "Assignee") (the "Lessee Assignment").

4 Amount secured

Please give us details of the amount secured by the charge

Amount secured

All moneys, liabilities and obligations, whether
actual or contingent, which are on 25 July 2011 or
which may at any time and from time to time after
25 July 2011 be due, owing, payable or incurred
from or by the Assignor to the Assignee, under or
pursuant to the Lease or any other Lease Document
(the "Lessee Secured Obligations").

Unless defined elsewhere on this Form OS MG01,
please see the attached OS MG01 continuation page
in section 6 (Short Particulars of all the property
charged) of this form for the defined terms which
are used throughout this Form OS MG01 (including in

Continuation page

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

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5**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

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

Name Pearl River A330 Leasing Ltd.
Address P.O. Box 1093, Queensgate House
Grand Cayman, Cayman Islands

Postcode K Y 1 - 1 1 0 2

Name

Address

Postcode

6**Short particulars of all the property charged**

Please give the short particulars of the property charged

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

Short particulars

As security for the payment and performance and discharge in full by the Assignor of the Lessee Secured Obligations, the Assignor has agreed to assign to the Assignee with full title guarantee all of the Assignor's rights, title and interest in and to the Insurances with effect from 25 July 2011.

As security for the payment and performance and discharge in full by the Assignor of the Lessee Secured Obligations, the Assignor has agreed to assign to the Assignee with full title guarantee all of the Assignor's rights, title and interest in and to the Warranty Property provided that such assignment shall only become effective on the Termination Date.

NEGATIVE PLEDGE AND FURTHER ASSURANCE

The Lessee Assignment contains covenants for further assurances and a negative pledge.

Unless defined elsewhere in this Form OS MG01, please see the attached OS MG01 continuation page in section 6 (Short Particulars of all the property charged of this form for the defined terms which are used throughout this Form OS MG01 (including in such continuation page).

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Not applicable.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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8 Particulars as to commission, allowance or discount

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his.

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount

None.

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created outside the United Kingdom (UK) within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK.

Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Oliver Hipperson

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region United Kingdom

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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.
- ☐ You have included the company number prefix.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address:

England and Wales:

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

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).

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

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Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

such continuation page).

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Insurances" means (i) the proceeds of all policies and contracts of insurances relating to the Aircraft from time to time during the Lease Term, which are required to be maintained in accordance with the terms of the Lease and (ii) the right to make claims under all such policies and contracts of insurance (in the case of either (i) or (ii) above, other than in respect of liability insurance and excluding the policies of insurance themselves).

"Lease" means the operating lease agreement in respect of one (1) Airbus A330-300 aircraft bearing manufacturer's serial number 071 (the "Aircraft") dated 22 July 2011, between the Assignee as lessor and the Assignor as lessee.

"Lease Documents" means the Lease, the Acceptance Certificate, the Lessee Assignment, the Support Letter, the Payment Direction Letter and the Redelivery Acceptance Certificate (all as defined in the Lease), each as amended or supplemented from time to time (each a "Lease Document").

"Lease Term" means the Initial Lease Term, as extended by each Extension Lease Term (both as defined in the Lease).

"Lessee" means the Assignor.

"MRO" means a maintenance and repair overhaul facility.

"MRO Warranties" means each warranty relating to the Aircraft, each Engine and/or each Part (as defined in the Lease) issued by an MRO.

"Warranty Property" means all subsisting and assignable Airframe (as defined in the Lease) warranties, Engine (as defined in the Lease) warranties and in respect of the Engines as at such time, MRO warranties then available to the Lessee.

"Termination Date" means the date of termination of the leasing of the Aircraft under the Lease for any reason (which for the avoidance of doubt shall include, but not be limited to, the termination of the leasing of the Aircraft on the expiration of the Lease Term) other than a Total Loss.

"Total Loss" has the meaning given to such term in clause 21.2 (Total Loss) of the Lease.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

COMPANY NO. FC10617
CHARGE NO. 125

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSEE ASSIGNMENT DATED 25
JULY 2011 AND CREATED BY CATHAY PACIFIC AIRWAYS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PEARL RIVER A330 LEASING
LTD ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
THE OVERSEAS COMPANIES (EXECUTION OF DOCUMENTS
AND REGISTRATION OF CHARGES) REGULATIONS 2009 ON
THE 10 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES