

OS MG02

Statement of satisfaction in full or in part of a mortgage or charge for an overseas company

✓ **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 by an overseas company.

✗ **What this form is NOT for**
You cannot use this form to register a statement of satisfaction in part of a mortgage or charge by a company registered inside the UK. To do this, please use form OS MG01 or MG02s.

WEDNESDAY



ACCFI459

A08

20/09/2023

#128

COMPANIES HOUSE

1 Company details

Company number F C 0 1 0 6 1 7

Company name in full 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 *

2 Creation of charge

Date charge created d2 d6 m0 m8 y2 y0 y1 y1

Description ① Insurance Assignment (the **Assignment**) re one (1)

Boeing 777-00ER (MSN 37897, HK Reg Mark B-KPX)

Date of registration ② d1 d4 m0 m9 y2 y0 y1 y1

① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' or 'Standard security'.

② The date of registration may be confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders.

Name Cathay Pacific Aircraft Leasing (H.K.) Limited

Address 33rd Floor, One Pacific Place, 88 Queensway,
Hong Kong

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or 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 Secured Obligations, the Assignor has assigned and has agreed to assign to Cathay Pacific Aircraft Leasing (H.K.) Limited (the **Assignee**) with full title guarantee all of the Assignor's rights, title and interest in and to the Collateral

Note

The Assignor has covenanted with the Assignee, among other things, that

(a) it will not knowingly do or cause to be done anything which is likely to jeopardise or otherwise prejudice the security constituted by the Assignment or the rights of the Assignee under the Assignment, and

(b) it will not, without the prior written consent of the Assignee, assign or otherwise deal with the Collateral or create or grant, or knowingly agree to the creation or grant of, any Lien in or upon the Collateral, save for Permitted Liens or purport to do any such thing

(For capitalised terms used in this Form, please refer to the schedule attached to this Form)

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied. ①

☒ In full.

☐ In part.

① Please tick one box only.

6

Floating charge ②

I, being the creditor or person authorised to act on behalf of the creditor, am entitled to the benefits of the floating charge and verify that the particulars above relating to the charge and its satisfaction are correct.

Signature ③

Signature

X

X

② Where a floating charge is being satisfied, this statement **MUST** be completed. If the statement cannot be readily obtained, a direction from the court is required to be submitted with this form.

③ This must be signed by a creditor or person authorised to act on behalf of the creditor.

7

Signature

Please sign the form here.

Signature

Signature

X

Allen & Overy LLP

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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Allen & Overy LLP

Address One Bishops Square

Spitalfields

Post town London

County/Region

Postcode

E

1

6

A

D

Country

DX

Telephone 020 3088 0000



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:

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.



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ The creditor or a person authorised to act on behalf of the creditor has signed the form in Section 6 (if applicable).
- ☐ You have signed the form.



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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Short particulars

"Acceptance Certificate" means an acceptance certificate substantially in the form of Schedule 3 to the Lease

"Agents" means either or both, as the context may require, of the Security Agent and the Facility Agent

"Aircraft" means the Boeing 777-300ER aircraft with manufacturer's serial number 37897 and Hong Kong Registration Mark B-KPX

"Airframe" means the Aircraft (excluding the Engines or any engines from time to time installed thereon) and the Parts thereof for the time being

"Airframe Manufacturer" means The Boeing Company and its successors and assigns "Arranger" means The Bank of Tokyo-Mitsubishi UFJ, Ltd

"Boeing Bill of Sale" means the bill of sale in respect of the Aircraft dated the Delivery Date and executed by the Airframe Manufacturer in favour of the Lessor "Borrower" means Cathay Pacific Aircraft Leasing (H.K.) Limited "Collateral" means the Insurances and the Requisition Compensation

"Compulsory Acquisition" means requisition for title or other compulsory acquisition, capture, seizure, deprivation, confiscation or detention for any reason of the Aircraft by any Governmental Agency whether in the State of Registration or otherwise, whether de facto or de jure, but shall exclude requisitions for use or hire not involving requisition of title

"Delivery" means, in relation to the Aircraft, the sale and transfer of title to the Aircraft to the Assignee by the Airframe Manufacturer pursuant to the Purchase Agreement, as assigned by the relevant Purchase Agreement Assignment

"Delivery Date" means, in relation to the Aircraft, the date on which the Aircraft is (i) delivered to the Assignee by the Airframe Manufacturer pursuant to the Purchase Agreement, as assigned by the Purchase Agreement Assignment and (11) accepted by the Assignor in accordance with the Lease

"Engine" means, in respect of the Aircraft, (1) any or all (as the context may require) of the two (2) General Electric GE90-115B engines, having manufacturer's serial numbers set out in the Acceptance Certificate installed on the Airframe on the Delivery Date or (11) any replacement engine to which the Assignee obtain title pursuant to Clause 19 3(e) or 19 3(f) of the Lease in substitution for an engine described in (i) above, or (in) any replacement engine acquired by the Assignee and leased to the Assignor pursuant to Clause 21 5 of the Lease, and (iv) all Parts installed in or on any of such engines at Delivery (or substituted, renewed or replaced in accordance with the Lease) so long as title thereto is or remains rested in the Assignee and subject to the Mortgage "Engine Manufacturer" means General Electric Company

"Engine Warranty Agreement" means the engine warranties agreement entered into, or to be entered into, as the case may be, between the Lessee, the Security Agent and the Engine Manufacturer

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Event of Default" means a Lease Event of Default or a Loan Event of Default</p> <p>"Facility Agent" means The Bank of Tokyo-Mitsubishi UFJ, Ltd, Hong Kong Branch and includes any successors thereto, including any such successor as may be appointed pursuant to clauses 11 (Retirement of Facility Agent) or 12 (Removal of Facility Agent) of Schedule 10 to the Loan Agreement</p> <p>"Fee Letters" means the fee letter(s) entered into, or to be entered into, as the context may require, between any Agent, the Arranger or any Lender and the Borrower or the Lessee</p> <p>"Financing Parties" means the Security Agent, the Facility Agent, the Arranger and the Lenders</p> <p>"Financing Party Lien" means, with respect to any Financing Party, any Lien over the Aircraft, title thereto or any interest therein arising as a result of the acts or omissions of or claims against such Financing Party other than any Permitted Lien of the type set out in sub-clauses (b) to (l) of the definition thereof or any Lien created or permitted by or pursuant to any of the Transaction Documents provided that no Lien shall constitute a Financing Party Lien if it is caused directly or indirectly by the occurrence of an Event of Default</p> <p>"Guarantee" means the guarantee entered into, or to be entered into, as the context may require between the Lessee and the Security Agent</p> <p>"Governmental Agency" means any government or any governmental, semi-governmental or judicial entity or authority, including any self-regulatory organisation established under statute or any stock exchange</p> <p>"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China</p> <p>"Hong Kong Lease Documents" means the deed of subordination and certain other documents entered into or to be entered into pursuant to the letter in relation to a Hong Kong lease of the Aircraft</p> <p>"Insurances" means (l) the proceeds of all policies of insurances relating to the Aircraft, including both existing policies and contracts and those entered into in the future, which are required to be maintained in accordance with the terms of the Lease and (n) the right to make claims under all such policies and contracts of insurance (in the case of either (l) or (n) above, other than in respect of liability insurance)</p> <p>"Lease" mean an aircraft lease agreement dated 23 August 2011 and made between the Assignee as Assignee and the Assignor as Assignor in respect of the Aircraft</p> <p>"Lenders" means The Bank of Tokyo-Mitsubishi UFJ, LTD , Hong Kong Branch and its transferees and its assignees</p>

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Short particulars

"Lessee" means Cathay Pacific Airways Limited

"Lessor" means Cathay Pacific Leasing (H.K.) Limited

"Lien" means any mortgage, charge, pledge, statutory right, right of possession, set-off, attachment or detention, title retention arrangement or any other encumbrance or security interest whatsoever, howsoever created or arising or any right or arrangement having a similar effect to any of the above

"Loan Agreement" means the loan agreement dated 23 August 2011 and made between, inter alia, the Assignee, the Security Agent, the Facility Agent and the Lenders

"Mortgage" means the first priority aircraft mortgage over the Aircraft granted or to be granted, as the context may require, by the Assignee in favour of the Security Agent

"Original Purchaser" means Cathay Pacific Aircraft Services Limited, a company incorporated under the laws of the Isle of Man and having its registered office at Fort Anne, South Quay, Douglas, Isle of Man IM1 5PD

"Parts" means, in respect of the Aircraft, any appliance, accessory, instrument, avionics, navigational and communications equipment, finishing, module, component, and other parts and equipment of whatever nature (other than complete Engines or engines), that may from time to time be incorporated or installed in or attached to the Airframe or Engine title to which is vested in the Assignee

"Permitted Liens" means any of the following

- (a) Financing Party Liens,
- (b) Liens created by or pursuant to any of the Hong Kong Lease Documents,
- (c) the rights of other persons under the agreements and arrangements to the extent that those agreements and arrangements are expressly permitted by clause 15 4 (Possession, Use and Leasing) of the Loan Agreement or Clause 18 2 (Possession, Use and Sub-Leasing) or clause 15 5 (Maintenance and Operation) of the Loan Agreement or Clause 19 (Maintenance and Operation) of the Lease,
- (d) Liens expressly permitted by or created by or pursuant to any of the Transaction Documents,
- (e) materialmen's, mechanics', workmen's, repairmen's, employees' or other like Liens arising in the ordinary course of business securing amounts, which are not overdue or which are being contested expeditiously in good faith by appropriate proceedings, so long as such proceedings or the continued existence of the relevant Lien do not involve any material risk of sale, forfeiture or loss of the Aircraft or any interest therein,
- (f) Liens for taxes (including fees or charges of any airport or air navigation authority) either not yet due or being contested, by the Assignee, the Assignor or when relevant a permitted sublessee, expeditiously in good faith by appropriate proceedings, so long as such proceedings or the continued existence of the relevant Lien do not involve any material risk of sale, forfeiture or loss of the Aircraft or any interest therein,

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"State of Registration" means Hong Kong or any other state in which the Aircraft is registered pursuant to clause 18 (Registration, Use and Subleasing) of the Lease

"Transaction Documents" means each of

(a) the Lease, the Guarantee, the Loan Agreement, the Purchase Agreement Assignment, the Boeing Bill of Sale, the Fee Letters, the Warranty Assignment (Aircraft) and the Security Documents, and

(b) all notices, acknowledgements, consents, certificates, instruments, deeds, charges and other documents and/or agreements issued or entered into or, as the case may be, to be issued or entered into pursuant to any of the documents referred to in (a) above and any agreement designated as a "Transaction Document" by the parties thereto

"Warranty Assignment (Aircraft)" means the warranty assignment (aircraft) entered into, or to be entered into, as the context may require, between the Lessee and the Lessor

(Please refer to the Lease for any other capitalised terms not otherwise defined herein)