

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**
You cannot use this form to register a statement of satisfaction in part of a mortgage or a company registered in a country other than the UK. To do this, please use form OS MG02s.

WEDNESDAY



ACCFI4RL

A08

20/09/2023

#125

COMPANIES HOUSE

1 Company details

Company number F C 0 1 0 6 1 7

Company name in full CATHAY PACIFIC AIRWAYS LIMITED (the Company)

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 d9 m0 m7 y2 y0 y1 y1

Description ① Assignment of Insurance between Company as Assingor
re one Airbus A330-300 Aircraft (MSN 1239, B-LAM)

Date of registration ② d0 d3 m0 m8 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 HSBC France (the Assignee)

Address 103 Avenue des Champs Elysees

Paris, France

Postcode 7 5 0 0 8

Name

Address

Postcode

Name

Address

Postcode

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

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4	Short particulars of all the property mortgaged or charged	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged.</p> <p>The amount secured by the Charge shall comprise the Borrower Secured Obligations, the Head Lessee Secured Obligations and the Lessee Secured Obligations</p> <p>All the Company's present and future right, title and interest (whether contractual, proprietary or of any other kind and including the right to sue for damages and any returned premium) under or in connection with the insurances and any right to make a claim thereunder, the insurances Proceeds and/or any Requisition Proceeds</p> <p>Please see Continuation Pages for definitions</p>	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
5	Satisfaction of the debt	
	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied. 1</p> <p><input checked="" type="checkbox"/> In full. <input type="checkbox"/> In part.</p>	<p>1 Please tick one box only.</p>
6	Floating charge 2	
Signature 3	<p>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.</p> <p>Signature</p> <p>X</p>	<p>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.</p> <p>3 This must be signed by a creditor or person authorised to act on behalf of the creditor.</p>
7	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X <i>Allen & Overy LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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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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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Aircraft means the Airbus A330-300 aircraft with msn 1239</p> <p>All Parties Agreement means the All Parties Agreement dated 26 July 2011 relating to the Aircraft and made between, inter alia, the Company, the Head Lessee and the Chargee</p> <p>Borrower means CX Export (I) Limited</p> <p>Borrower Documents means the Transaction Documents to which the Borrower is a party</p> <p>Borrower Secured Obligations means all Liabilities of the Borrower to the * other Indemnities under the Borrower Documents and any Other Transaction Documents to which the Borrower is a party</p> <p>ECA Administrative Party means the ECA Facility Agent or the Chargee (in its capacity as Security Agent on behalf of, inter alios, the ECA Finance Parties)</p> <p>ECA Facility Agent means HSBC France</p> <p>ECA Finance Party means an ECA Lender or an ECA Administrative Party ECA Lender means</p> <ul style="list-style-type: none"> (a) an Original ECA Lender, or (b) any person which becomes an ECA Lender after the date of the All Parties Agreement pursuant to a transfer under Clause 13 (Changes to the Parties or Facility Office) of the All Parties Agreement from another ECA Lender <p>ECA Loan Agreement means the ECA loan agreement dated 26 July 2011 for the benefit of the Borrower, as borrower, in relation to the Aircraft</p> <p>ECA Loan Event of Default means an event specified as such in clause 14 (Default) of the ECA Loan Agreement</p> <p>Event of Default means an ECA Loan Event of Default or a Lease Event of Default</p> <p>Export Credit Agency means Compagme Frangaise d'Assurance pour le Commerce Ectdrieur</p> <p>Financial Indebtedness means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (a) moneys borrowed, (b) any acceptance credit (including any dematerialised equivalent), (c) any bond, note, debenture, loan stock or other similar instrument, (d) any redeemable preference shares, (e) any agreement treated as a finance or capital or operating lease in accordance with generally accepted accounting principles in the jurisdiction of incorporation of the Lessee, (f) receivables sold or discounted (otherwise than on a non-recourse basis), (g) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset,

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Short particulars

(h) any derivatives transaction protecting against or benefiting from fluctuations in any rate or price (and, except for non-payment of an amount, the then mark to market value of the derivative transaction will be used to calculate its amount but only to the extent that such indebtedness is actually due),

(i) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing,

(j) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, or

(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in the above paragraphs Group means the Lessee and its Subsidiaries from time to time

Head Lease means the head lease agreement dated or to be dated 26 July 2011 in respect of the Aircraft between the Borrower, as lessor, and the Head Lessee, as lessee

Head Lessee means Cathay Pacific Finance Limited

Head Lessee Documents means those of the Transaction Documents to which the Head Lessee is a party

Head Lessee Secured Obligations means all Liabilities of the Head Lessee to each Secured Party under the Head Lessee Documents and the Other Transaction Documents to which the Head Lessee is a party and any Liabilities of the Head Lessee or any member of the Group in respect of Other ECA Indebtedness

Indemnatee means a Relevant Party, the Export Credit Agency and certain other entities referred to in the All Parties Agreement

Lease means the lease agreement dated or to be dated on or about the date of this Agreement in respect of the Aircraft between the Head Lessee, as lessor, and the Lessee, as lessee

Lease Event of Default means an event specified as such in clause 14 (Default) of the Lease

Lessee means the Company

Lessee Documents means those of the Transaction Documents to which the Lessee is a party

Lessee Secured Obligations means all Liabilities of the Lessee to each Secured Party under the Lessee Documents and the Other Transaction Documents to which the Lessee is a party and any Liabilities of the Lessee or any member of the Group in respect of Other ECA Indebtedness

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Short particulars

Liabilities means any present or future liability (actual or contingent) whether or not matured or liquidated, together with

- (a) any refinancing, novation, deferral or extension of that liability,
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

Original ECA Lender means a party listed as such in the signature pages to the All Parties Agreement

Other Transaction Documents has the meaning given to the term "Transaction Documents" in the Other All Parties Agreement

- (a) the BFE Letter Agreement,
 - (b) the Consent and Agreement,
 - (c) the Fees Letters,
 - (d) the Eurocontrol Letter,
 - (e) any Deed of Subordination,
 - (f) each notice, acknowledgement, consent or agreement provided in respect of any of the above documents, and
 - (g) any other document designated in writing as such by the Borrower, the Lessee and the Relevant Agent,
- (in each case above, as defined in the All Parties Agreement)

Any reference to a document in this form shall be construed as a reference to that document as amended from time to time (with the consent of any relevant party, if that consent is required)

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Short particulars

Delivery means the delivery of the Aircraft by Airbus to the Borrower under the Aircraft Purchase Agreement (as defined in the All Parties Agreement) subject to the Purchase Agreement Assignment (as defined in the All Parties Agreement) and the simultaneous delivery of the Aircraft by the Borrower to the Head Lessee under the Head Lease and by the Head Lessee to the Lessee under the Lease

Engine means

(a) each of the engines (of the manufacturer and model specified in schedule 1 (Aircraft Description) to the Lease) installed on the Airframe at Delivery and whose manufacturer's serial numbers will be specified in the acceptance certificate^ to the Head Lease and/or Lease, which has not been replaced by a Replacement Engine, and
(b) any Replacement Engine with effect from the time title to which has passed to the Borrower pursuant to the Head Lease and/or the Lease,
including, in each case, all Parts (as defined in the All Parties Agreement) from time to time installed in or belonging to that engine

Government Entity means

(a) any national government, political subdivision, banking or monetary authority thereof or local jurisdiction therein,
(b) any instrumentality, board commission, authority, department, organ, court or agency of any of the foregoing, however constituted, and
(c) any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant

Insurance Proceeds means all Total Loss Proceeds and other proceeds of claims under the Insurances and all other amounts payable to the Company under or in respect of the Insurances, including damages for breach and return of premium

Insurances means the contracts and policies of insurance and reinsurance in respect of the Aircraft required to be maintained by the Company under clause 11 (Insurance) of and schedule 3 (Insurance requirements) to the Lease

Lease Period means the period as determined in accordance with clause 4 2 (Lease Period) of the Lease

Replacement Engine means an engine complying with clause 10 3(a) (Replacement of Engines and Parts) of the Lease

Requisition Proceeds means any proceeds of requisition (whether for title, use, hire or otherwise), confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft, any Engine or Part (as defined in the All Parties Agreement)

Total Loss Proceeds means the proceeds received and retained by the Relevant Agent of any insurance, or compensation or similar payment, arising in respect of a Total Loss (as defined in the All Parties Agreement)