

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
a statement of satisfaction in
in part of a mortgage or cha
a company registered inside
To do this, please use form
or MG02s.

WEDNESDAY



ACCFI40X

A08

20/09/2023

#113

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 d5 m0 m2 y2 y0 y1 y1

Description ① Insurance Assignment (the **Deed**) in relation to one
(1) Airbus A330-300 aircraft (MSN 1196, B-LAK)

Date of registration ② d1 d8 m0 m3 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.

OS MG02

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

4

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 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.

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.

Signature ③

Signature

X

X

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.

OS MG02- continuation page

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

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 one (1) Airbus A330-300 Aircraft Manufacturer's Serial Number 1196 Hong Kong Registration Mark B-LAK more particularly described in Schedule 1 (Description of the Aircraft) of the Lease including the Engines and all Parts installed thereon from time to time and all replacements and additions made thereto in accordance herewith and the Manuals and Technical Records relating thereto</p> <p>"Airframe" means the Aircraft (excluding the Engines or any engines from time to time installed thereon) and the Parts thereof for the time being</p> <p>"Airframe Manufacturer" means Airbus S A S and its successors and assigns</p> <p>"Collateral" means the Insurances and the Requisition Compensation</p> <p>"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</p> <p>"Engine" means (1) any or all of the two (2) Rolls-Royce 772B-60 engines bearing manufacturer's serial numbers 41859 and 41860 or (n) any other engine from time to time installed on the Airframe pursuant to clause 20 (Maintenance and Operation) of the Lease or (m) any such engine which, having been removed from the Airframe, remains the property of the Assignee and subject to the Mortgage and together with the Parts of such engine for the time being</p> <p>"Facility Agent" means Bank of China (Hong Kong) Limited 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>"Financing Party" means each of the Security Trustee, the Facility Agent and the financial institutions referred to in the Loan Agreement as 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>"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 Lease Documents" means a 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 dated on or about the date of the Loan Agreement</p>

OS MG02- continuation page

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

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Insurances" means (i) the proceeds of all policies and contracts 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 (ii) the right to make claims under all such policies and contracts of insurance (in the case of either (1) or (n) above, other than in respect of liability insurance)

"Lease" mean the aircraft lease agreement dated 23 February 2011 and entered between the Assignee as lessor and the Assignor as lessee in relation to the Aircraft

"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 February 2011 made between, inter alia, the Assignee, the Security Trustee, the Facility Agent and the financial institutions referred to therein as lenders in respect of the Aircraft

"Manuals and Technical Records" for the Aircraft means, together, those records, logs, manuals, technical data and other materials detailed in Schedule 10 of the Lease

"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 Trustee

"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 any appliance, accessory, instrument, avionics, navigational and communications equipment, furnishing, 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 any 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 19 2 (Possession, Use and Subleasing) or clause 15.5 (Maintenance and Operation) of the Loan Agreement or clause 20 (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,

OS MG02- continuation page

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

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(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,

(g) Liens arising out of judgments or awards against the Assignee, the Assignor or any permitted sublessee with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith, so long as such proceedings or the continued existence of the relevant Lien do not in the reasonable opinion of the Security Trustee involve any material risk of sale, forfeiture or loss of the Aircraft or any interest therein,

(h) salvage or similar rights of insurers under the Insurances, and

(1) any other Lien created with the prior consent of the Assignee and the Security Trustee

"Purchase Agreement" means the aircraft general terms agreement dated 14 December 1999 together with the exhibits and letter agreements thereto made between the Airframe Manufacturer and the Original Purchaser (as the same may be amended and supplemented by a supplemental agreement dated 6 December 2007, and as the same may have been or may be further amended and/or supplemented from time to time by change orders or letter agreements entered into in accordance with its provisions) providing for, inter alia, the purchase of the Aircraft

"Purchase Agreement Assignment" means the purchase agreement assignment in respect of the Aircraft entered into, or to be entered into, as the case may be, between the Original Purchaser, the Assignor and the Assignee, including the consent of the Airframe Manufacturer thereto

Requisition Compensation means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft

"Secured Obligations" means all moneys, liabilities and obligations, whether actual or contingent, which are from the date of the Deed or which may at any time and from time to time after the date of the Deed be due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Assignor to the Assignee, under or pursuant to the Lease or any other Transaction Document

"Security Trustee" means Bank of China (Hong Kong) Limited and includes any successor thereto, including any such successor as may be appointed pursuant to clauses 19 (Retirement of Security Trustee) and 20 (Removal of Security Trustee) of Schedule 11 (Security Trustee) to the Loan Agreement

"State of Registration" means Hong Kong or any other state in which the Aircraft is registered pursuant to clause 19 (Registration, Use and Subleasing) of the Lease

OS MG02- continuation page

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

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Transaction Documents" means each of

(a) the Lease, the Guarantee, the Loan Agreement, the Purchase Agreement Assignment, the Airbus Bill of Sale and the Fee Letters and the Security Documents (as defined in the Lease by cross reference), 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

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

OS MG02

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



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