

MR01

Particulars of a charge



Companies House

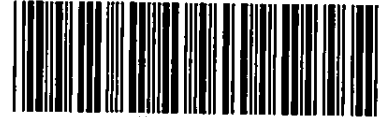
172709 113

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR03



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LD2

19/01/2015

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COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 1 7 7 7 7 7 7

Company name in full British Airways Plc

8 0 4 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 9 0 9 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Amorgos FSC II, Ltd

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description One Rolls-Royce Trent 895 engine with engine serial number 51317 For more details please refer to the certified copy of the instrument attached	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹ You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X <i>Slaughter and May</i> X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



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 **Genevieve Curtis**

Company name **Slaughter and May**

Address **One Bunhill Row**

Post town **London**

County/Region

Postcode **E C 1 Y 8 Y Y**

Country **UK**

DX

Telephone **020 7090 3459**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 mortgage or charge filed on paper.

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



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in 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)

For companies registered in 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1777777

Charge code: 0177 7777 0804

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2015 and created by BRITISH AIRWAYS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2015.

P

Given at Companies House, Cardiff on 22nd January 2015



Companies House



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

CERTIFIED AS A TRUE COPY BY
SLAUGHTER AND MAY
19 JANUARY 2015

EXECUTION VERSION

THIS SUPPLEMENTAL DEED OF MORTGAGE is made the 19 day of January 2015

BETWEEN

- (1) **BRITISH AIRWAYS PLC** whose registered office is at Waterside, PO Box 365, Harmondsworth, Middlesex UB7 0GB as mortgagor (the "Mortgagor"), and
- (2) **AMORGOS FSC II, LTD.**, a company organised under the laws of Bermuda, whose registered office is at c/o Codan Services, Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda (the "Mortgagee")

WHEREAS.

- (A) The Mortgagor and the Mortgagee entered into the Original Mortgage to secure the Secured Indebtedness as required in Section 5(a)(ii) of the Lease Agreement
- (B) The Engine was not installed on the Airframe at Delivery, but is at the date of this Mortgage situated in England.
- (C) The Mortgagor intends to grant this Mortgage in favour of the Mortgagee to secure the Secured Indebtedness as required in Section 5(a)(ii) of the Lease Agreement.

NOW IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Mortgage, unless otherwise specified, all words and expressions defined in the Original Mortgage shall have the same meanings when used in this Mortgage

1.2 In this Mortgage, unless the context otherwise requires, the following words and expressions have the following meanings:

"Engine" means one Rolls-Royce Trent 895 engine with engine serial number 51317 and any and all appliances, spare parts, instruments, accessories or other equipment or parts of whatever nature from time to time forming part thereof, other than any Leased Equipment and any of the same which remain subject to this Mortgage when no longer installed on or attached to such engine, and

"Original Mortgage" means the deed of mortgage between the Mortgagor, as mortgagor, and the Mortgagee, as mortgagee, dated 15 January 2015

2 SECURITY

2.1 The Mortgagor hereby

2.1.1 with full title guarantee mortgages and charges by way of first fixed charge all its present and future right and title to, and interest in, the Engine and assigns and agrees to assign and charges by way of first fixed charge all its present and

future right and title to, and interest in, the proceeds of sale of the Engine, in each case, to and in favour of the Mortgagee;

2 1 2 with full title guarantee assigns and agrees to assign, and charges by way of first fixed charge, to and in favour of the Mortgagee, all its right, title and interest, present and future, to and in respect of proceeds arising, under.

(i) all Insurance in respect of all risks of physical loss or damage (including, but not limited to, war risks) effected in relation to the Engine (but for the avoidance of doubt this Mortgage does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relate to the Engine); and

(ii) any Requisition Compensation relating to the Engine,

and all benefits thereof (including, without limiting the generality of the foregoing, the benefit of all powers and remedies for enforcing all claims relating to such Insurance and to such Requisition Compensation),

TO HOLD the same unto the Mortgagee as continuing security for the payment and discharge to the Mortgagee of the Secured Indebtedness

2.2.1 Any item of equipment at any time removed from the Engine shall remain subject to the security created by this Mortgage until such time as a replacement or substitute, title to which is vested in the Mortgagor, free of Liens (other than Permitted Liens), shall have been installed on the Engine and shall have become subject to the security created by this Mortgage pursuant to clause 2 2 2.

2 2 2 Upon installation on the Engine, any replacement or substitute item of equipment, other than any Leased Equipment, shall, thereupon and without further act, become subject to the security created by this Mortgage for all purposes as though it had been originally installed in, or attached to, the Engine and, subject thereto and to clause 2 2 1, the item of equipment replaced or substituted shall be released from the security created by this Mortgage

3 ORIGINAL CHARGE

3 1 Except for clause 2 (*Security*) of the Original Mortgage, the provisions of the Original Mortgage shall be incorporated into this Mortgage as if the same were specifically set out in this Mortgage

3 2 If and to the extent that the provisions of the Original Mortgage which are incorporated into this Mortgage pursuant to clause 3.1 above are inconsistent with the provisions of this Mortgage as specifically set out herein, then the provisions of this Mortgage as specifically set out herein shall prevail

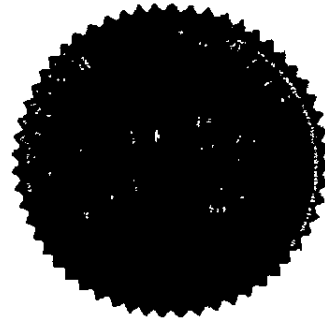
IN WITNESS whereof the parties hereto have caused this Mortgage to be executed as a deed and this Mortgage is intended to be and is hereby delivered the day and year first before written

Mortgager

THE COMMON SEAL of
 BRITISH AIRWAYS PLC
 was hereunto affixed in
 the presence of

)
)
)
)

A

**Mortgagee**

EXECUTED as a DEED by
 AMORGOS FSC II, LTD, acting
 by _____
 who, in accordance with the laws
 of the territory in which
 AMORGOS FSC II, LTD is
 incorporated, is acting under the
 authority of AMORGOS FSC II,
 LTD.

)
)
)
)
)
)
)
)

.....
 (Authorised signatory)

Mortgagor

THE COMMON SEAL of)
 BRITISH AIRWAYS PLC)
 was hereunto affixed in)
 the presence of)

Mortgagee

EXECUTED as a DEED by)
 AMORGOS FSC II, LTD, acting)
 by PHILIP GAXENONEL)
 who, in accordance with the laws)
 of the territory in which)
 AMORGOS FSC II, LTD is)
 incorporated, is acting under the)
 authority of AMORGOS FSC II,)
 LTD.)


 (Authorised signatory)