

U. 020686/13
MG01

Particulars of a mortgage or charge



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 in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for company. To do this, please use form MG01s

TUESDAY



LJ8JNN05

LD7

31/08/2010

119

COMPANIES HOUSE

For official use

656

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1

Company details

Company number

1 7 7 7 7 7 7

Company name in full

British Airways Plc, a public limited company incorporated under the laws of England and Wales (the **Company**)

2

Date of creation of charge

Date of creation

d2 d7 m0 m8 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

An assignment of insurances in respect of one Boeing 777-236 IGW aircraft with manufacturer's serial number 29319 and UK registration mark G-VIIN (the **Aircraft**) (the **Assignment**).

4

Amount secured

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

Amount secured

At any time all moneys owing by the Company under the Advance under the Loan Agreement in respect of the Aircraft and any other amount due under any of the Finance Documents (the **Secured Indebtedness**).

For defined terms, please see continuation page

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

	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	Mizuho Corporate Bank, Ltd. (as Security Trustee)		
Address	Bracken House, One Friday Street, London		
Postcode	E C 4 M 9 J A		
Name			
Address			
Postcode			

6 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	<p>All of the Company's right, title, interest, present and future, to and in respect of the proceeds arising under:</p> <p>(a) all Insurances in respect of all risks of physical loss or damage (including but not limited to, war risks) effected in relation to the Aircraft and all the benefits thereof (but for the avoidance of doubt the Assignment 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 Aircraft);</p> <p>(b) any Requisition Compensation relating to the Aircraft (provided that, unless and until there occurs an Event of Loss the assignment of Requisition Compensation shall be subject to the prior entitlement of the Company under the Loan Agreement);</p> <p>to hold the same unto the Company as continuing security for the payment and discharge to the Company of the Secured Indebtedness.</p> <p>For defined terms, please see continuation page.</p>		

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Particulars as to commission, allowance or discount (if any)

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

N11

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X *Norton Rose LLP* X
(as Agent for the Security Trustee)

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 Suraya Tegally (STEG/LN26184)

Company name Norton Rose LLP (as agent for the Security Trustee)

Address 3 More London Riverside

Post town

County/Region London

Postcode S E 1 2 A Q

Country

DX 85 London

Telephone +44 (0) 20 7444 5880



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 original deed 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 mortgagee or 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 mortgaged or 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 mortgage or charge.

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

MG01 - continuation page

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<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">4</div>	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>For the purposes of this Form MG01, the following definitions shall apply</p> <p>Advance means, in respect of each aircraft, the borrowing by the Company pursuant to the Loan Agreement,</p> <p>Agent means Sumitomo Mitsui Banking Corporation,</p> <p>Finance Document means the Loan Agreement, the Security Documents and any other document designated as such by the Agent, the Security Trustee and the Company,</p> <p>Joint Book Runners means Mizuho Corporate Bank, Ltd , Sumitomo Mitsui Banking Corporation and The Bank of Tokyo-Mitsubishi, Ltd ,</p> <p>Loan Agreement means the loan agreement dated 27 September 2005 made between the Company as borrower, the Mandated Lead Arrangers and Joint Book Runners, the Mandated Arranger, the Original Lenders, the Agent and the Security Trustee,</p> <p>Mandated Arranger means The Mitsubishi Trust and Banking Corporation,</p> <p>Mandated Lead Arrangers means Mizuho Corporate Bank, Ltd , Sumitomo Mitsui Banking Corporation and The Bank of Tokyo-Mitsubishi, Ltd ,</p> <p>Mortgage means the mortgage entered into between the Company as owner and the Security Trustee dated 27 August 2010,</p> <p>Original Lender means Mizuho Corporate Bank Ltd , Sumitomo Mitsui Finance Dublin Limited, The Bank of Tokyo-Mitsubishi Ltd and The Mitsubishi Trust and Banking Corporation, and</p> <p>Security Documents means the Mortgage and the Assignment of Insurances</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

For the purposes of this Form MG01, the following definitions shall apply

Compulsory Acquisition means requisition of title, requisition for hire or any other compulsory acquisition whatsoever of the Aircraft (but in the case of requisition for hire only, if the same results in an insurance settlement on the basis of a total loss) by any Government Entity, other competent authority or any other person acting by or purporting to act by the authority of the same,

Event of Loss in relation to the Aircraft means

- (a) actual or constructive or agreed event of loss thereof, or
- (b) requisition for title, requisition for use or hire or any compulsory acquisition whatsoever thereof (but in the case of requisition for use or hire only if the same results in an insurance settlement on the basis of an Event of Loss) by any governmental or other competent authority or by any person acting by or purporting to act by the authority of the same, or
- (c) as a result of any law, rule, regulation, order, decree or other action by any governmental body having jurisdiction, the use thereof for air transportation of persons having been prohibited for a period of one hundred and eighty consecutive days, or
- (d) the theft, expropriation, appropriation, restraint, detention, confiscation, seizure, or hi-jacking of the Aircraft which shall have resulted in the loss of possession thereof by the Company or any Lessee for one hundred and eighty consecutive days or such longer period as the Agent may agree in writing, or
- (e) the Aircraft not having been heard of for thirty consecutive days,

Government Entity means and includes (whether having a distinct legal personality or not) (i) any national government, political sub-division thereof, or local jurisdiction therein, (ii) any board, commission, department, division, organ, instrumentality, court or agency of any entity referred to in (i) above, however constituted, and (iii) any association, organisation or institution (international or otherwise) of which any entity mentioned in (i) or (ii) above is a member or to whose jurisdiction any thereof is subject or in whose activities any thereof is a participant,

Insurances means any and all contracts or policies of insurance required to be effected and maintained under the Loan Agreement,

Lessee means any person to whom the Company leases, charters, hires or otherwise parts with possession and operational control of the Aircraft in accordance with the terms of the Loan Agreement, and

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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1777777
CHARGE NO. 656

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES
DATED 27 AUGUST 2010 AND CREATED BY BRITISH AIRWAYS
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 31 AUGUST
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER
2010

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES