

MG01

Particulars of a mortgage or charge

005389/V/13



**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 re-  
particulars of a charge for a S  
company. To do this, please u  
form MG01s.

WEDNESDAY



LD2 30/12/2009 168  
COMPANIES HOUSE

**1 Company details**

Company number 1777777  
Company name in full British Airways Plc [a public limited company incorporated  
under the laws of England and Wales] (the Company)

644 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 Date of creation of charge**

Date of creation d1 d6 m1 m2 y2 y0 y0 y9

**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 T An aircraft mortgage and assignment of insurances in respect of one  
Boeing 777-200ER aircraft with manufacturer's serial number 36519 and UK  
registration mark G-YMMU (the **Mortgage**).

**4 Amount secured**

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

Amount secured All moneys owing, whether actually or contingently, by the Company  
under any Drawing Documentation relating to any Direct Loan  
Transactions (whether related to the Aircraft or not) and all Expenses  
incurred by the Agent and the Security Agent.

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 **Calyon Paris Office (The Security Agent)**

Address **9 Quai du Président Paul Doumer**

**Paris La Défense Cedex, France, Company No. FC008194**

Postcode **9 2 9 2 0**

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

1. All of the Company's present and future right and title to, and interest in, the Aircraft and all of the Company's present and future right and title to, and interest in, the proceeds of sale of the Aircraft.

2. All of the Company's right, title and interest, present and future, to and in respect of proceeds arising, under: *Benny →*

(i) 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 (but for the avoidance of doubt the 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 Aircraft);

(ii) any Requisition Compensation relating to the Aircraft;

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 Insurances and to such Requisition Compensation); and

(b) all of the Company's right, title and interest, present and future, in all warranties, contracts or other agreements relating to the condition, operation, use or repair of the Aircraft or any part thereof including, without limitation, any right, title or interest which the Company may have under any Lease.

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## Particulars of a mortgage or charge

### 7 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 Nil.

### 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).

### 9 Signature

Please sign the form here.

Signature

Signature *NORTON ROSE LLP*  
**X** (as agent for the Security Agent) **X**

This form must be signed by a person with an interest in the registration of the charge.

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## Particulars of a mortgage or 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 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 Daniel Mitchell (DMIT/LN32043)

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

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 5423



### 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS. DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	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><b>Agent</b> means The Royal Bank of Scotland plc acting through its office in London as agent;</p> <p><b>Aircraft</b> means one Boeing Model 777-200ER aircraft, with manufacturer's serial number 36519 and registration mark G-YMMU together with the Associated Engines, any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Company and any of the same which remain subject to the Mortgage after removal from such aircraft, all Manuals and Technical Records (as defined in the Mortgage) and, insofar as the same belong to the Company, all substitutions, replacements or renewals from time to time made in or to such aircraft, the Associated Engines and any such other equipment or parts or to any part thereof but Aircraft excludes any item of equipment installed on the Aircraft pursuant to the Loan Agreement and, unless the context otherwise requires, references to the "Aircraft" include any part thereof;</p> <p><b>Associated Engines</b> means (i) each of the Rolls-Royce Trent 895-17 engines with engine serial numbers 51539 and 51540, installed on the Aircraft (ii) each Suitable Replacement Engine (as defined in the Mortgage) and (iii) insofar as the same belong to the Company, any and all appliances, spare parts, instruments, accessories or other equipment or parts of whatever nature from time to time forming part thereof and any of the same which remain subject to the Mortgage when no longer installed on or attached to such engine (excluding any such engine which has been replaced by a Suitable Replacement Engine);</p> <p><b>BA Group Member</b> means any company which is a subsidiary of the Company;</p> <p><b>Direct Loan Transaction</b> means, in respect of any relevant Aircraft under the Facility Agreement, the provision by the Lenders of a loan to the Company or a BA Group Member for the purpose of financing, in whole or in part, that user's purchase of the relevant aircraft pursuant to documentation entered into in accordance with the clause 8 of the Facility Agreement;</p> <p><b>Documentation Agent</b> means ING Bank N.V.;</p> <p><b>Drawing Documentation</b> means, in respect of any relevant aircraft and the financial support applicable thereto, the documentation entered into or, as the context may require, to be entered into in respect of such aircraft in accordance with the facility agreement to enable such financial support to be made available being (i) the documentation pursuant to which that aircraft will be acquired by the relevant User (under, and defined in the Facility Agreement), (ii) the documentation (including, without limitation, security documentation) pursuant to which financial support will be provided by some or all of the Lenders to the relevant User in respect of such acquisition, (iii) any documentation (including, without limitation, security documentation) relating to financial support provided by way of guarantee and (iv) any other document which is agreed should be Drawing Documentation;</p> <p><b>Expenses</b> means all out-of-pocket expenses and fees (including legal fees) incurred by the Agent and/or the Security Agent and/or by the Documentation Agent in the performance of their respective roles as Agent, Security Agent and Documentation Agent under the Transactional Documentation for the payment or reimbursement of which the Company is liable under any of the Transactional Documentation;</p> <p>(see further continuation page)</p>	

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### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p><b>Facility Agreement</b> means the debt facility agreement dated 26 October 2007 made between the Company, the Agent, the Documentation Agent, the Lenders and the Security Agent;</p> <p><b>Lenders</b> means Bank of China Limited, London Branch, ICBC (London) Limited, The Bank of Tokyo-Mitsubishi UFJ, Ltd (London Branch), Mitsubishi UFJ Trust and Banking Corporation (London Branch), Mizuho Corporate Bank, Ltd. (London Branch), Sumitomo Mitsui Banking Corporation, (Brussels Branch), Calyon (Paris Office), Commerzbank Aktiengesellschaft London Branch, ING Bank N.V., (Amsterdam Office), BNP Paribas (Paris Office) and The Royal Bank of Scotland plc (London Office);</p> <p><b>Loan Agreement</b> means the loan agreement dated 11 December 2009 made between the Company as borrower, the Lenders, the Agent, the Documentation Agent and the Security Agent;</p> <p><b>Transactional Documentation</b> means the Loan Agreement, the Mortgage and any notices of assignment and acknowledgements required to be given or received under the foregoing documents and any further documentation relating to the use and/or possession of the Aircraft and/or constituting security or further security for the obligation of any of the parties to the same or such further documentation and any other document which the parties agree should be transactional documentation.</p>	

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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:

**Insurances** means any and all policies and contracts of insurance relating to the Aircraft and required to be effected and maintained pursuant to the Loan Agreement;

**Lease** means any lease, charter, hire or other similar arrangements whereby the Company parts with possession and/or operational control of the Aircraft;

**Lessee** means any person to whom the Company leases, charters or hires the Aircraft in such a way as to part with possession and/or operational control of the Aircraft;

**Requisition Compensation** means all moneys or other compensation from time to time receivable by the Company, any Lessee or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure 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. 644**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AIRCRAFT MORTGAGE DATED  
16 DECEMBER 2009 AND CREATED BY BRITISH AIRWAYS PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE SECURITY AGENT ON ANY ACCOUNT  
WHATSOEVER 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 30 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER  
2009

(P) ADK



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES