

# M

CHWP000

## COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company† delete as  
appropriate# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etco the date of  
registration may be  
confirmed from the  
certificate§ insert brief details  
of propertyTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

4 8 4

1777777

\* From Deed

Name of company

\* British Airways Plc

I, ALAN BUCHANANof British Airways Plc

~~XXXXXXXXXX~~ [the secretary] ~~XXXXXXXXXX~~ [the administrator] ~~XXXXXXXXXX~~ [the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] ~~[part]~~†

Date and description of charge # See Schedule 1Date of registration o 12 December 2003Name and address of [chargee] ~~[insert for the debenture holder]~~ Deutsche Bank AG,London Branch, Winchester Street, London, EC2N 2DBShort particulars of property charged § Please see Schedule 2.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at HARMONDS WORTH

Declarant to sign below



on      Day    Month    Year  
      09    12    2008

before me KATHERINE COLEMAN, SOLICITOR  
OF BAKER + MCKENZIE LLP

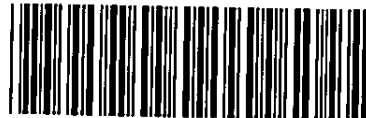
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presenter's name address and  
reference (if any):  
Linklaters LLP

One Silk Street  
London  
EC2Y 8HQ

For official Use (02/06)  
Mortgage Section

THURSDAY



\*A2HKS5KU\*

AO6

11/12/2008

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COMPANIES HOUSE

## **SCHEDULE 1**

### **Date and Description of Charge**

Deed of Assignment (Insurances) made between the Company and Deutsche Bank AG, London Branch, dated 3<sup>rd</sup> December 2003.

For ease of reference, a copy of the Form 395 pursuant to which the above Deed of Assignment was registered at Companies House is attached hereto. Please note that such Form 395 has been numbered 4/8/4 by the Registrar.

## **SCHEDULE 2**

### **Short Particulars of the Property Charged**

All the Company's present and future rights, title and interest in and to (1) all policies and contracts in respect of the Insurances, other than Insurances in respect of liabilities to third parties (the "Relevant Insurances"), (2) all the benefits of such policies and contracts in respect of the Relevant Insurances (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof) and (3) all Requisition Compensation.

### **Definitions**

**"Aircraft"** means the one (1) Boeing 747-436 Aircraft bearing aircraft registration mark G-BNLA, manufacturer's serial number 23908 together with any one or more of the four (4) Rolls-Royce RB211-524H aircraft engines, engine serial numbers 13007, 13081, 13009 and 13010 respectively, as more particularly described in the Lease.

**"Insurances"** means any and all contracts or policies of insurance required to be effected and maintained under the Lease.

**"Lease"** means the aircraft lease agreement dated 22 March 1993 originally made between LBI Leasing Limited (as Lessor) and the Company (as Lessee), as amended and restated pursuant to an amendment and restatement agreement dated 14 April 2000, as further amended pursuant to a deed of aircraft lease novation and amendment dated 7 October 2003 and as further amended and restated pursuant to an amendment and restatement agreement dated 3 December 2003 and subsequently as between City Leasing (Creekside) Limited (as Lessor) and the Company (as Lessee).

**"Requisition Compensation"** means all moneys or other compensation from time to time payable in respect of the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft by any Government Entity (as defined in the Lease) or other Competent Authority (as defined in the Lease), whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title.

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[4] 8 [4]

1777777

Name of company

\* BRITISH AIRWAYS PLC (the "Assignor")

Date of creation of the charge

3rd December, 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

A deed of assignment (Insurances) (the "Deed") dated 3rd December, 2003 and made between the Assignor and the Assignee (as defined below)

Amount secured by the mortgage or charge

All amounts due from the Assignor under the Lease.

Capitalised terms used in this section shall have the meanings ascribed thereto in the attached continuation sheet.

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Bank AG, London (in its capacity as Security Trustee for the Secured Parties pursuant to the Deed of Application) (the "Assignee") of Winchester House, 1 Great Winchester Street, London

Postcode EC2N 2DB

Presentor's name address and reference (if any):

Slaughter and May (Ref: PJ/JPS)  
One Bunhill Row

London  
EC1Y 8YY

**PLEASE RETURN VIA  
CH LONDON COUNTER**

File Ref BA/395/Insurances/BNLA

Time critical reference

For official Use  
Mortgage Section

THURSDAY

COMPANIES HOUSE

LD4  
COMPANIES HOUSE

160KL4QTJH

0256  
12/12/03

**Form 395**  
**Continuation Sheet**

**BRITISH AIRWAYS PLC**  
**COMPANY NUMBER: 1777777**

**"Aircraft"** means the one (1) Boeing 747-436 aircraft bearing registration mark G-BNLA and with manufacturer's serial number 23908, together with any one or more of the four (4) Rolls Royce RB211-524G aircraft engines with engine serial numbers 13007, 13081, 13009 and 13010 respectively, and which is more particularly described in the Lease.

**"Competent Authority"** means any agency, trust, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over any of the parties or the subject matter of the Lease.

**"Deed of Application"** means the deed of application of proceeds and priorities dated 3rd December, 2003 between the Assignee and the Secured Parties pursuant to which the parties thereto have agreed to the security arrangements between themselves and the application of certain amounts upon the sale, total loss or other disposition of or dealing with the Aircraft.

**"Government Entity"** means: (1) any national government, political sub-division thereof, or local jurisdiction therein; (2) any instrumentality, board, commission, court or agency of any thereof, however constituted; and (3) any association, organisation, or institution of which any of the above is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is participant.

**"Insurances"** means any and all contracts or policies of insurance required to be effected under the Lease.

**"Lease"** means the aircraft lease agreement in relation to the Aircraft, dated 28th March, 1988, originally made between LBI Leasing Limited (as lessor) and the Assignor (as lessee), as amended and novated pursuant to a deed of aircraft lease novation and amendment dated 7th October, 2003, and as amended and restated pursuant to an amendment and restatement agreement dated 3rd December, 2003, and as currently between City Leasing (Creekside) Limited (as lessor) and the Assignor (as lessee).

**"Requisition Compensation"** means all moneys or other compensation from time to time payable in respect of the requisition of title, or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation of the Aircraft by any Government Entity or other Competent Authority, whether de jure or de facto, but excluding requisition for use or hire not involving requisition of title.

**"Secured Parties"** means City Leasing (Creekside) Limited, the Assignor and LBI Leasing Limited.