

M

403a

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

For official use Company number

[illegible]

01777777

* British Airways Plc (the "Company")

of WATERSIDE (H883), PO BOX 365 HARMONSWORTH U87 OGB
[a director] [the secretary] ~~DO NOT WRITE IN THESE SPACES~~ † 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)~~ part;

Date and Description of charge ‡ See Schedule 1

Date of Registration § 12 December 2003

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXX~~

Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London, EC2N 2DB

Short particulars of property charged *a* 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 HARMONDSWORTH

Declarant to sign below

Day Month Year

on 03 07 2008

before me Victor C. Kell
SOLICITOR - ADDLE
 A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

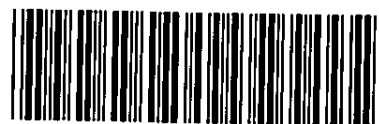
Presentor's name, address and reference (if any)

Slaughter and May (Ref PJ/CMZC)
One Bunhill Row
London
EC1Y 8YY

For official use
Mortgage section

Post room

THURSDAY



LD5

LKKFTAD

12

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 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 487 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-CIVA, manufacturer's serial number 27092 together with any one or more of the four (4) Rolls-Royce RB211-524H aircraft engines, engine serial numbers 13292, 13291, 13293 and 13294 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 (Creakside) 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.