



Registration of a Charge

Company name: **BRITISH AIRWAYS PLC**

Company number: **01777777**



X5G60XA9

Received for Electronic Filing: **23/09/2016**

Details of Charge

Date of creation: **15/09/2016**

Charge code: **0177 7777 0816**

Persons entitled: **WILMINGTON TRUST COMPANY**

Brief description: **ONE ROLLS-ROYCE MODEL RB211-895 ENGINE WITH ENGINE SERIAL NUMBER 51344**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1777777

Charge code: 0177 7777 0816

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2016 and created by BRITISH AIRWAYS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2016 .

Given at Companies House, Cardiff on 26th September 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

THIS SUPPLEMENTAL DEED OF MORTGAGE is made the 15 day of September 2016

Sign & Dated ..**BETWEEN:**.....

Norton Rose Fulbright
22/09/16

- (1) **BRITISH AIRWAYS PLC** whose registered office is at Waterside, PO Box 365, Harmondsworth, Middlesex UB7 0GB as mortgagor (the "**Mortgagor**"); and
- (2) **WILMINGTON TRUST COMPANY**, a trust company organised under the laws of Delaware not in its individual capacity but solely as Trustee of **BNY-BA 2001 TRUST** under the Trust Agreement (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 at Derby, 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 model RB211-895 engine with engine serial number 51344 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 September 2016.

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.

Mortgagor

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



Mortgagee

EXECUTED as a DEED by)
WILMINGTON TRUST)
COMPANY, not in its individual)
capacity but solely as Trustee of)
BNY-BA 2001 TRUST, acting)
by _____)
who, in accordance with the laws)
of the territory in which)
WILMINGTON TRUST)
COMPANY is incorporated, is)
acting under the authority of)
WILMINGTON TRUST)
COMPANY)

.....
(Authorised signatory)

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

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COMPANY, not in its individual)
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BNY-BA 2001 TRUST, acting)
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COMPANY is incorporated, is)
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WILMINGTON TRUST)
COMPANY)