

MR01

Particulars of a charge

11/723-13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR0

WEDNESDAY



A23 *A3IJ5DFS* #98
15/10/2014
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 1 7 7 7 7 7 7 ✓
Company name in full British Airways plc ✓
(the "Assignor")

For official use
793
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 3 0 0 9 2 0 1 4 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name XL Leasing 2 Limited ✓
(the "Assignee")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

| | | |
|-------------------|--|---|
| 4 | Brief description | |
| | Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument | Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space |
| Brief description | N/A | |
| | | |
| 5 | Other charge or fixed security | |
| | Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box | |
| | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Floating charge | |
| | Is the instrument expressed to contain a floating charge? Please tick the appropriate box | |
| | <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 | |
| | Is the floating charge expressed to cover all the property and undertaking of the company? | |
| | <input type="checkbox"/> Yes | |
| 7 | Negative Pledge | |
| | Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box | |
| | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Trustee statement ① | |
| | You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge | ① This statement may be filed after the registration of the charge (use form MR06) |
| | <input type="checkbox"/> | |
| 9 | Signature | |
| | Please sign the form here | |
| Signature | Signature | |
| | <input checked="" type="checkbox"/> <i>Clifford Chance LLP</i> <input checked="" type="checkbox"/> | |
| | This form must be signed by a person with an interest in the charge | |

MR01**Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Mariam Njie**

Company name **Clifford Chance LLP**

Address **9th Floor, Al Sila Tower**

Sowwah Square

Post town **Abhu Dhabi**

County/Region

Postcode

Country **United Arab Emirates**

DX

Telephone

**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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1777777

Charge code: 0177 7777 0793

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2014 and created by BRITISH AIRWAYS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2014.

Given at Companies House, Cardiff on 17th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 30 SEPTEMBER 2014

BRITISH AIRWAYS PLC
as Assignor

and

XL LEASING 2 LIMITED
as Assignee

DEED OF ASSIGNMENT (INSURANCES)

in respect of
one (1) Airbus A380-841
Manufacturer's Serial No 095
Registration Mark G-XLEA

We hereby certify this
to be a true copy of the
original
Signed Clifford Chance LLP
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

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

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THIS DEED OF ASSIGNMENT is made the 30 day of September 2014

BETWEEN

- (1) **BRITISH AIRWAYS PLC**, a public limited liability company incorporated and existing under applicable law of England (company no 1777777) having its registered office at Waterside, PO Box 365, Harmondsworth UB7 0GB, England (the "**Assignor**"), and
- (2) **XL LEASING 2 LIMITED**, an exempted company incorporated with limited liability under the laws of the Cayman Islands and having its registered office at PO Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands (the "**Assignee**", which expression shall include its successors and assigns)

WHEREAS

- (A) The Assignee is leasing the Aircraft to the Assignor pursuant to the Aircraft Lease Agreement,
- (B) In compliance with its obligations pursuant to the Aircraft Lease Agreement, the Assignor has obtained and is maintaining the Insurances, and
- (C) The Assignor has agreed to assign its interest in the Insurances (other than third party insurances) to the Assignee in order to secure the obligations of the Assignor under the Aircraft Lease Agreement and the payment of all amounts due thereunder

THIS DEED OF ASSIGNMENT WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 Except as otherwise defined herein and except where the context otherwise requires, all terms and expressions which are defined in the Aircraft Lease Agreement shall have the same respective meanings when used herein
- 1.2 In this Deed (including the Recitals) the following expressions shall, except where the context otherwise requires, have the following meanings

"Aircraft" means the one (1) Airbus A380-841 Aircraft bearing manufacturer's serial number 095 together with the Engines, as more particularly described in the Aircraft Lease Agreement,

"Aircraft Lease Agreement" means the aircraft operating lease agreement in relation to the Aircraft dated 26 September 2014 and made between, *inter alios*, the Assignee, as lessor, and the Assignor, as lessee, as the same may be amended, modified, supplemented or superseded from time to time,

"Relevant Insurances" means all policies and contracts in respect of the Insurances, other than Insurances in respect of liabilities to third parties,

"Requisition Compensation" means all moneys or other compensation from time to time receivable by the Assignor or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft,

"Secured Obligations" means the obligations of the Assignor to the Assignee under the Aircraft Lease Agreement and the payment of all amounts due thereunder from time to time, and

"this Deed" means this Deed of Assignment together with the Recitals as originally executed by the parties hereto, as the same may be amended, modified or supplemented from time to time by agreement in writing executed by both parties hereto

- 1 3 References in this Deed to clauses are, unless otherwise specified, references to clauses of this Deed

2 ASSIGNMENT

- 2 1 The Assignor hereby assigns and agrees to assign absolutely to the Assignee, with full title guarantee, all of its present and future rights, title and interest in and to (1) 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 For the avoidance of doubt, this Deed does not constitute an assignment of any policy of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relates to the Aircraft

- 2 2 To the extent not validly and effectively assigned pursuant to Clause 2 1 (*Assignment*), the Assignor charges with full title guarantee in favour of the Assignee as security for the payment and discharge by the Assignor of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest, present and future, in and to (1) 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

- 2 3 The Assignee shall, at the cost and expense of the Assignor, re-assign the property assigned pursuant to clause 2 1 upon all of the Secured Obligations being discharged in full

3. COVENANT TO PAY

The Assignor hereby covenants to discharge the Secured Obligations and acknowledges to the Assignee that the amount secured by this Deed and in respect of which this Deed and the security hereby created by it is enforceable is the full amount of the Secured Obligations and the Assignor hereby covenants with the Assignee that the property hereby assigned and charged is so assigned and charged for the full payment, performance and discharge of the Secured Obligations For the purposes of section 101 of the Law of Property Act 1925 and all other powers implied by statute, the Secured

Obligations shall be deemed to have become due and payable upon a Termination Event

4 OBLIGATIONS IN RESPECT OF ASSIGNED PROPERTY

No exercise by the Assignee of any rights under this Deed, the Aircraft Lease Agreement or any other Transaction Document shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor or any other person

5. UNDERTAKINGS

The Assignor covenants that it shall

5.1.1 promptly following execution of this Deed give notice of this Deed and the assignment herein contained to the insurance brokers through which the Relevant Insurances are from time to time effected and maintained and shall use its best endeavours to procure and deliver to the Assignee an acknowledgement of such insurance brokers (to the extent such insurance brokers will provide acknowledgements), and

5.1.2 not further assign, pledge or charge its right, title and interest in and to the Relevant Insurances or the Requisition Compensation assigned by this Deed or any proceeds thereof to anyone other than the Assignee

6. FURTHER ASSURANCE

The Assignor covenants that it will from time to time at the request of the Assignee do all such things and execute all such documents as the Assignee may reasonably consider necessary or desirable for giving full effect to this Deed or for securing the rights of the Assignee hereunder

7. POWER OF ATTORNEY

The Assignor hereby irrevocably by way of security and for so long as any Secured Obligations remain undischarged appoints the Assignee its attorney for and on its behalf and in its name and as its act and deed to execute, seal and otherwise perfect any document as is referred to in clause 4 (Further Assurance) and to do all such acts and execute all such documents necessary or desirable for the purpose of fully exercising its rights hereunder as it itself could have done or executed in relation to any Relevant Insurances taken out in respect of the Aircraft or in respect of any Requisition Compensation arising in respect of the Aircraft **provided that** the Assignee shall not exercise the authority conferred on it in this clause unless a Termination Event has occurred and is continuing

8. APPLICATION OF INSURANCE PROCEEDS/REQUISITION COMPENSATION

All proceeds of any Relevant Insurances and Requisition Compensation received by the Assignor or the Assignee shall be dealt with and applied in accordance with the Security Trust Deed

9 SUCCESSORS IN TITLE

The obligations on the part of the Assignor contained herein shall bind it and its successors and permitted assigns and shall inure to the benefit of the Assignee and its respective successors and assigns, whether so expressed or not

10 CONTINUING AND INDEPENDENT SECURITY

- 10 1 This Deed and the security hereby created shall be a continuing security and, without limitation, shall not be, nor be considered as, satisfied by any intermediate discharge or payment of or on account of any liabilities or any settlement of accounts between the Assignor and the Assignee
- 10 2 This Deed and the security hereby created shall be in addition to and not in substitution for or derogation of any other security (whether given by the Assignor or otherwise) now or from time to time hereafter held by the Assignee in respect of or in connection with any or all of the Secured Obligations hereby secured
- 10 3 The Assignee need not before exercising any of the rights, powers or remedies conferred upon it by this Deed or by law (a) take action or obtain judgment against the Assignor or any other person in any court, (b) make or file claim or proof in a winding-up or liquidation of the Assignor or any other person or (c) enforce or seek to enforce the recovery of the Secured Obligations hereby secured or any other security such as is mentioned in clause 8 2
- 10 4 The Assignee may in its discretion (a) grant time or other indulgence or make any other arrangement in respect of any of the Secured Obligations hereby secured or of any other security therefor or of any other person or persons not parties hereto or (b) vary any provision of the Aircraft Lease Agreement or any Operative Document without prejudice to this security and the security created by this Deed shall not be in any way discharged or impaired by reason of any other circumstance which might (but for this provision) constitute a legal or equitable discharge of such security
- 10 5 Section 93 of the Law of Property Act 1925 shall not apply to this Deed
- 10 6 Any settlement or discharge between the Assignee on the one hand and the Assignor and/or any other person on the other hand shall be conditional upon no security or payment to the Assignee by the Assignor or other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding up, insolvency, dissolution, reorganisation, amalgamation or other analogous event or proceedings for the time being in force

- 10 7 All the rights, remedies and powers vested in the Assignee by this Deed may be exercised from time to time and as often as the Assignee may deem expedient, and no failure to exercise or enforce and no delay in exercising or enforcing on the part of the Assignee any right, remedy, power or privilege under this Deed or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any such right, remedy, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, remedy, power or privilege whether hereunder or otherwise. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11. NOTICES

The provisions of clause 28 (*Notices*) of the Aircraft Lease Agreement shall apply *mutatis mutandis* to this Deed.

12. GOVERNING LAW AND JURISDICTION

- 12 1 This Deed shall be governed by and construed in accordance with the laws of England. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 12 2 No person who is not a party to this Deed shall be entitled to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. COUNTERPARTS

This Deed may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and both such counterparts together shall constitute one and the same instrument.

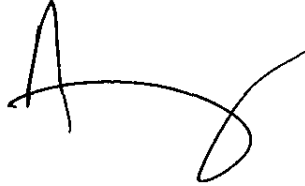
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first before written.

EXECUTION PAGES: DEED OF ASSIGNMENT (INSURANCES): G-XLEA**The Assignor**

**THE COMMON SEAL OF
BRITISH AIRWAYS PLC**
was hereunto affixed
in the presence of

*ANDREW
FLEMING*

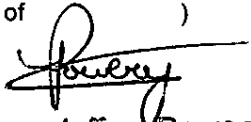
)
)
)
)



EXECUTION PAGES: DEED OF ASSIGNMENT (INSURANCES): G-XLEA

The Assignee

EXECUTED as a DEED by)
XL LEASING 2 LIMITED)
acting by David Hogan)
its Director)
in the presence of)


Jeffrey Powery

