

MG01

U-020696/13



IRIS[™]
LASERFORM

Particulars of a mortgage or charge

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

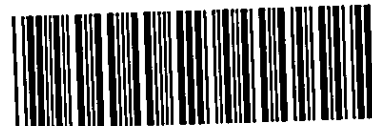
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

MONDAY



LD2 *LJJG1ND4* 273
13/09/2010
COMPANIES HOUSE

1

Company details

657

For official use

Company number

1 7 7 7 7 7 7

Company name in full

British Airways Plc, a public limited company incorporated
under the laws of England and Wales (the **Company**)

Filing 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

01 00 00 09 20 10

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

An aircraft mortgage in respect of one Boeing 747-436 aircraft with
manufacturer's serial number 28852 and UK registration mark G-CIVX (the
Aircraft) (the **Mortgage**)

4

Amount secured

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

Amount secured

At any time all moneys owing by the Company under
the Advance under the Loan Agreement in respect of
the Aircraft and any other amount due under any of
the Finance Documents (the **Secured Indebtedness**).

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 Mizuho Corporate Bank, Ltd. (as **Security Trustee**)

Address Bracken House, One Friday Street, London

Postcode E C 4 M 9 J A

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

The Company with full title guarantee pursuant to the Mortgage mortgages and charges by way of first fixed charge, to and in favour of the Security Trustee in trust for the Finance Parties as continuing security for the payment and discharge of the Secured Indebtedness all its rights, title and interest present and future in and to the Aircraft.

The Company pursuant to the Mortgage represents to the Security Trustee that it will not sell, charge, lease or otherwise encumber or dispose of the Aircraft or execute a bill of sale in respect of the Aircraft, or create, incur or suffer to exist any Lien (other than Permitted Liens) on the Aircraft or attempt or purport either directly or indirectly to do so

For defined terms, please see continuation page

MG01

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
X *Norton Rose LLP* X
(as Agent for the Security Trustee)

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

MG01

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 Suraya Tegally (STEG/LN26184)

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

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 5880



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,
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 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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

For the purposes of this Form MG01, the following definitions shall apply

Advance means, in respect of each aircraft, the borrowing by the Company pursuant to the Loan Agreement,

Agent means Sumitomo Mitsui Banking Corporation,

Assignment of Insurances means the assignment of insurances dated 10 September 2010 between the Company as owner and the Security Trustee,

Finance Document means the Loan Agreement, the Security Documents and any other document designated as such by the Agent, the Security Trustee and the Company,

Joint Book Runners means Mizuho Corporate Bank, Ltd , Sumitomo Mitsui Banking Corporation and The Bank of Tokyo-Mitsubishi, Ltd ,

Loan Agreement means the loan agreement dated 27 September 2005 made between the Company as borrower, the Mandated Lead Arrangers and Joint Book Runners, the Mandated Arranger, the Original Lenders, the Agent and the Security Trustee,

Mandated Arranger means The Mitsubishi Trust and Banking Corporation,

Mandated Lead Arrangers means Mizuho Corporate Bank, Ltd , Sumitomo Mitsui Banking Corporation and The Bank of Tokyo-Mitsubishi, Ltd ,

Original Lender means Mizuho Corporate Bank Ltd , Sumitomo Mitsui Finance Dublin Limited, The Bank of Tokyo-Mitsubishi Ltd and The Mitsubishi Trust and Banking Corporation, and

Security Documents means the Mortgage and the Assignment of Insurances

MG01 - continuation page

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

Airframe means the Aircraft (excluding the Engines whether or not installed thereon) and all Parts installed on such Airframe at Delivery (as defined in the Loan Agreement) or thereafter, but excluding

(a) any Parts which are removed from such Airframe other than any Parts which are so removed but are not replaced or substituted in accordance with the Loan Agreement, and

(b) any Parts which are temporarily installed on such Airframe in accordance with the Loan Agreement,

Engine means upon execution of a Mortgage Supplement in respect thereof, each Off-Wing Engine (whether or not installed on an airframe) together with, (i) all Company furnished equipment relating to that Engine, (ii) any other equipment or parts of whatever nature from time to time installed upon or attached to that Engine and belonging to the Company and any of the same title to which remains vested in the Company after removal from that Engine, (iii) all Manuals and Technical Records, and (iv) insofar as the same belong to the Company, all substitutions, replacements or renewals from time to time made in or to that Engine and to the items referred to in (i) and (ii) above or to any part thereof, but excluding,

(a) any Parts which are removed from any Engine other than any Parts which are so removed but are not replaced or substituted in accordance with the Loan Agreement, and

(b) any Parts which are temporarily installed on any Engine in accordance with the Loan Agreement,

Finance Party means the Agent, the Security Trustee, the Mandated Lead Arrangers, the Joint Book Runners, the Mandated Arranger and each Lender,

Finance Party Lien means any lien created over the Aircraft by a Finance Party or exercised, asserted or claimed against the Aircraft or any part thereof in respect of a debt, liability or obligation (whether financial or otherwise) of any Finance Party,

Government Entity means and includes (whether having a distinct legal personality or not) (i) any national government, political sub-division thereof, or local jurisdiction therein, (ii) any board, commission, department, division, organ, instrumentality, court or agency of any entity referred to in (i) above, however constituted, and (iii) any association, organisation or institution (international or otherwise) of which any entity mentioned in (i) or (ii) above is a member or to whose jurisdiction any thereof is subject or in whose activities any thereof is a participant,

Lender means

(a) any Original Lender, and

(b) any other entity which has become a Party in accordance with the Loan Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Loan Agreement,

Lessee means any person to whom the Company leases, charters, hires or otherwise parts with possession and operational control of the Aircraft in accordance with the Loan Agreement,

(see further continuation page)

MG01 - continuation page

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

Lien means any mortgage, charge (whether fixed or floating), pledge, lien, assignment (not being an absolute assignment otherwise than by way of security and with no proviso for re-assignment), hypothecation, right in rem, security interest, and any other encumbrance, security agreement or arrangement securing any obligation of any person,

Mortgage Supplement means each mortgage supplement dated 10 September 2010 between the Company and the Security Trustee in respect of the Off-Wing Engine,

Off-Wing Engine means each of the Rolls Royce RB211-524H engines bearing serial numbers 13685, 13331, 13687 and 13688,

Part means all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other items of equipment (other than complete Engines or engines),

Party means a party to the Loan Agreement,

Permitted Lien means, in relation to the Aircraft

(a) any Lien for taxes or other government or statutory charges or levies not yet assessed or, if assessed, not yet due and payable or, if due and payable, which the Company or a Lessee are disputing or contesting in good faith by appropriate proceedings so long as the likely result thereof will not materially adversely affect the interest of the Lender or the Agent in the Airframe and the Engines, or

(b) any Finance Party Liens, or

(c) any Lien for the fees or charges of any airport or air navigation authority or any supplier's, mechanic's, workman's, repairer's, employee's or like lien arising in the ordinary course of business or any other Lien arising in the ordinary course of business by statute or by operation of law, in each case for amounts (i) the payment of which is not yet due and payable or, (ii) which are not overdue for payment having regard to the custom of the relevant trade or, (iii) which if due and payable and overdue for payment, are being disputed or contested in good faith by appropriate proceedings so long as the likely result thereof will not materially affect the interest of the Lenders in the Airframe and Engines or (iv) which the Company or any Lessee is unable to pay because it is restrained from doing so by exchange control or other application regulations, or

(d) Liens (other than Liens for Taxes) arising out of judgments or awards against the Company or any Lessee with respect to which at the time an appeal is being presented in good faith and with respect to which there shall have been secured a stay of execution pending such appeal, or

(e) the rights of other under agreements or arrangements to the extent permitted under the Loan Agreement, or

(f) the respective rights of the Finance Parties under the Loan Agreement and the other Finance Documents, or

(g) any other Lien created by the prior written consent of the Agent, and

Taxes means all present and future taxes, levies, imposts, duties, fees or charges of whatever nature and howsoever described, including any value added or similar tax, imposed, levied, collected or assessed by any Government Entity or taxing authority anywhere in the world together with interest payable in respect of any of the same and penalties imposed or levied in respect of any of the same and "Tax" and "Taxation" shall be construed accordingly and in addition, "Liability to

MG01 - continuation page

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

Taxation" shall include the disallowance or restriction of any allowance, credit, loss, or relief for or in respect of Taxation



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. 657

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AIRCRAFT MORTGAGE DATED
10 SEPTEMBER 2010 AND CREATED BY BRITISH AIRWAYS PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO MIZUHO CORPORATE BANK, LTD (AS
SECURITY TRUSTEE) 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 13 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2010

L.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES