In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

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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**
You cannot use this for particulars of a charge company To do this, p form MG01s

THURSDAY

LOYOQJRV
LD2 06/05/2010 32
COMPANIES HOUSE

1 Company details

For official use 6C9

Company number: 1 7 7 7 7 7 7

Company name in full: British Airway Plc, a public limited company incorporated under the laws of England and Wales (the **Company**)

→ **Filling 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: d3 d0 m0 m4 y2 y0 y1 y0

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 25810 and UK registration mark G-CIVU (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

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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.

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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 X

(as Agent for the Security Trustee)

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

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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 Katie Mahoney (KMAH/LN26184)

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

Address 3 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A Q

Country

DX 85 London

Telephone +44 (0)20 7444 2306

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

In accordance with Section 860 of the Companies Act 2006

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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 30 April 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

Security Trustee means Mizuho Corporate Bank, Ltd

Please see further continuation pages

In accordance with Section 860 of the Companies Act 2006

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

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 the four Rolls Royce RB211-524H engines with manufacturer's serial numbers 13668, 13669, 13670 and 13671 or any engine installed on the Aircraft which becomes subject to the Mortgage in accordance with the Loan Agreement or any replacement engine purchased in accordance with the Loan Agreement in each case whether or not installed on the Airframe, together with, in each such case, all Parts from time to time belonging to, installed in or appurtenant to the relevant engine, but excluding

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

b) any Parts which are temporarily installed on any Engine in accordance wih 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 pages

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Particulars of a mortgage or charge

4 Amount secured

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

Amount secured

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,

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

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Particulars of a mortgage or charge

4 Amount secured

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

Amount secured

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FILE COPY

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. 650

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AIRCRAFT MORTGAGE DATED 30 APRIL 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 6 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MAY 2010

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES