

MG01

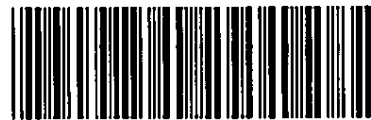
Particulars of a mortgage or charge

221474 / 13



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.

THURSDAY



LXC6TEW3

LD4 12/11/2009 293 se

COMPANIES HOUSE

www.companieshouse.gov.uk

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

1 Company details

Company number ☒ 1 7 7 7 7 7 7
Company name in full ☒ BRITISH AIRWAYS PLC (the "Assignor")

642 For official use
→ 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 ☒ 3 0 1 0 2 0 0 9

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 **Deed of Assignment (Insurances)** dated 30 October 2009 between the Assignor and the Assignee
(as defined below) (the "Deed")

4 Amount secured

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

Amount secured **7** All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of the Assignor to the Assignee under the Deed
or the other Lease Documents and the payment of all amounts due
thereafter from time to time (the "Secured Obligations").

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	ICIL London Co., Limited (the "Assignee")
Address	AIB International Centre, International Financial Services Centre Dublin 1, Republic of Ireland
Postcode	N A
Name	NA
Address	
Postcode	

6

Short particulars of all the property mortgaged or charged

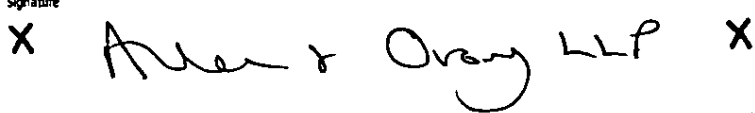
Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if
you need to enter more details.

Short particulars	Please see attached sheets.
-------------------	-----------------------------

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: <ul style="list-style-type: none"> - 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	NA	
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	Signature Please sign the form here. <div style="border: 1px solid black; padding: 5px;"> <small>Signature</small>  </div> 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 Devika Sahdev

Company name Allen & Overy LLP

Address One Bishops Square

Post town

Country/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 203 088 4089



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

MG01 - continuation page

Particulars of a mortgage or charge

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged.</p>
Short particulars	<p>APPENDIX 1</p> <p>DETAILS OF CHARGED PROPERTY</p> <p>1. ASSIGNMENT</p> <p>1.1 The Assignor, with full title guarantee, hereby assigns and agrees to assign absolutely to the Assignee all of its present and future rights, title and interest in and to (1) 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 (3) all Requisition Compensation (together "Security Assets"). For the avoidance of doubt, the 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.</p> <p>1.2 The Assignee shall, at the cost and expense of the Assignor, re-assign the property assigned pursuant to clause 1.1 above upon all of the Secured Obligations being irrevocably and unconditionally discharged in full.</p> <p>2. COVENANT</p> <p>The Assignor covenants that it shall not sell, transfer, dispose of, further assign, pledge or charge its right, title and interest in and to the Relevant Insurances or the Requisition Compensation assigned by the Deed or any proceeds thereof to anyone other than the Assignee.</p> <p>3. FURTHER ASSURANCE</p> <p>The Assignor covenants that it will, at its own cost and expense, 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 of effect to the Deed or for securing the rights of the Assignee hereunder, provided that the Assignee shall bear the costs of so establishing and protecting the Security Agent's and other Financing Parties' interest.</p>

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	<p>APPENDIX 2 DEFINITIONS</p> <p>In this Form MG01:</p> <p>"Aircraft" means the one (1) <u>Boeing 777-200ER Aircraft bearing manufacturer's serial number 30316 together with any one or both of the two (2) Rolls Royce Trent 895 aircraft engines bearing the manufacturer's serial numbers 51298 and 51318 respectively</u>, as more particularly described in the Aircraft Lease Agreement.</p> <p>"Aircraft Lease Agreement" means the aircraft lease agreement in relation to the Aircraft dated on or about the date of the Deed and made between the Assignee, as lessor, and the Assignor, as lessee, as the same may be amended, modified, supplemented or superseded from time to time.</p> <p>"Aircraft Sale and Purchase Agreement" means the aircraft sale agreement entered into on or about the date of the Aircraft Lease Agreement between the Seller as seller and the Lessor as buyer in respect of the Aircraft.</p> <p>"Airframe" means:</p> <p>(a) the Boeing 777-200ER aircraft bearing Manufacturer's Serial Number 30316 with a specification set out in Schedule 1 to the Aircraft Sale and Purchase Agreement, excluding any Engines or other engines that may be installed on such aircraft from time to time, leased by the Lessor to the Lessee hereunder; and</p> <p>(b) any and all Parts, so long as the same shall be incorporated in or installed on or attached to the Airframe or so long as title thereto shall remain vested in the Lessor in accordance with the terms of Clause 16 (Replacement of Parts) of the Aircraft Lease Agreement after removal from the Airframe.</p> <p>"Airframe Manufacturer" means The Boeing Company, a Delaware Corporation.</p> <p>"Airframe Warranties" means any and all remaining warranties, indemnities, representations and other rights given or extended by the Airframe Manufacturer under the Purchase Agreement as set out in Schedule 4 (The Airframe Warranties) of the Aircraft Sale and Purchase Agreement.</p> <p>"Airframe Warranties Assignment" means the assignment entered into or to be entered into between the Lessor, the Lessee and the Manufacturer in relation to the Airframe Warranties pursuant to the Aircraft Sale and Purchase Agreement and to Clause 9.1 (Availability of Warranties) of the Aircraft Lease Agreement.</p> <p>"APU" means the auxiliary power unit installed in the Airframe on the Delivery Date (or such auxiliary power unit as may be substituted therefor after the Delivery Date in accordance with the requirements of the Aircraft Lease Agreement and title to which is transferred to the Lessor and subject to the Mortgage).</p> <p>"Assignment of Insurance" means the deed of assignment (insurances) entered into, or to be entered into, as the context may require, between the Lessee and the Lessor in respect of the proceeds of insurances (other than liability insurances) in respect of the Aircraft required to be maintained under the Aircraft Lease Agreement, together with an acknowledgement to the notice of the assignment by the insurer.</p> <p>"Assignee" means ICIL London Co., Limited.</p> <p>"Assignor" means British Airways Plc.</p> <p>"Bill of Sale" means the bill of sale substantially in the form of Schedule 3 (Bill of Sale) of the Aircraft Sale and Purchase Agreement.</p> <p>"Borrower" means ICIL Heathrow S.à r.l.</p> <p>"Deed" means Deed of Assignment (Insurances) dated 30 October 2009 between the Assignor and the Assignee.</p> <p>"Delivery Date" means the date the Aircraft is or is deemed to be delivered to, and accepted by, the Lessee under the Aircraft Lease Agreement.</p>	

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	<p>"Engine" means each of the two Rolls Royce Trent Model 895 engines, specified by manufacturer's serial numbers in the Lease Supplement entered into on the Delivery Date (or an engine which may from time to time be substituted for such an Engine pursuant to Clause 20.2 (Event of Loss with respect to an Engine) or Schedule 2 (Redelivery Condition)) of the Aircraft Lease Agreement, whether or not from time to time installed on the Airframe or installed on any other aircraft, and in each case includes any and all Parts, so long as the same shall be incorporated in or installed on or attached to such Engine (or engine) or so long as title thereto shall remain vested in the Lessor in accordance with the terms of Clause 16 (Replacement of Parts) or Clause 17 (Alterations, Modifications and Additions) of the Aircraft Lease Agreement after removal from such Engine (or engine).</p> <p>"Engine Manufacturer" means Rolls-Royce plc.</p> <p>"Engine Warranties" means the warranties contained in Schedule 5 (The Engine Warranties) of the Aircraft Sale and Purchase Agreement.</p> <p>"Engine Warranties Assignment" means the engine warranty agreement entered into or to be entered into between the Lessor, the Lessee, the Security Agent and the Engine Manufacturer in relation to the Engine Warranties pursuant to the Aircraft Sale and Purchase Agreement and to Clause 9.1 (Availability of Warranties) of the Aircraft Lease Agreement.</p> <p>"Facility Agent" means Industrial and Commercial Bank of China (Asia) Limited, or any such other person from time to time notified by the Lessor to the Lessee as the facility agent for the Financing Parties.</p> <p>"Financing Document" means each document entered into by the Lessor or other person with any of the Financing Parties in connection with the provision of finance, funds or other financial accommodation, directly or indirectly, to the Lessor for the acquisition or refinancing of the acquisition of the Aircraft by the Lessor and any notice, acknowledgement, consent or certificate required thereunder.</p> <p>"Financing Party" means each of:</p> <ul style="list-style-type: none"> (a) the Security Agent; (b) the Facility Agent; (c) the Lender; and (d) each of the other financial institutions and/or other provider(s) of finance or funds from whom finance or funds or other financial accommodation to the Lessor or the Borrower for the acquisition or refinancing of the acquisition of the Aircraft by the Lessor is for the time being, obtained and/or granted and includes any owner or intermediary person by, to whom or from whom the Aircraft is or is to be leased or sub-leased in connection with the provision of such finance or funds, but excluding the Borrower. <p>"Further Lease Supplement" means each lease supplement, substantially in the form of Part 2 of Schedule 1 (Form of Lease Supplement) of the Aircraft Lease Agreement, to be entered into between the Lessor and the Lessee pursuant to the terms of the Aircraft Lease Agreement.</p> <p>"Governmental Entity" means:</p> <ul style="list-style-type: none"> (a) any national, federal, state or local government, or any board, commission, bureau, department, division, instrumentality, court, agency, regulatory authority, taxing authority or political subdivision thereof; and (b) any association, organization or institution of which any entity referred to in paragraph (a) above is a member or to whose jurisdiction any such entity is subject or in whose activities any such entity is a participant. <p>"Insurances" means insurances in respect of the Aircraft required or contemplated by Clause 21 and Schedule 9 of the Aircraft Lease Agreement, in form and substance satisfactory to the Lessor and the Security Agent.</p>

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	<p>"Item of Equipment" means, as the context may require, the Aircraft, Airframe, any Engine, the APU or the Landing Gear then leased hereunder.</p> <p>"Landing Gear" means the landing gear (as per the Manufacturer's definition, i.e., excluding actuating mechanisms, etc.) installed on the Airframe on the Delivery Date (or such landing gear as may be substituted therefor after the Delivery Date in accordance with the requirements of the Aircraft Lease Agreement and title of which is transferred to the Lessor and subject to the Mortgage).</p> <p>"Law" means any:</p> <p>(a) statute, decree, constitution, regulation, rule, order or directive of any Governmental Entity;</p> <p>(b) treaty, pact, compact or other agreement to which any Governmental Entity is a signatory or party; and</p> <p>(c) judicial or administrative interpretation or application of any of the foregoing, as any of the foregoing may be revised, amended, substituted or re-enacted.</p> <p>"Lease Document" means each of the Aircraft Lease Agreement, the Lease Supplement, each Further Lease Supplement, the Assignment of Insurance, the Airframe Warranties Assignment, the Engine Warranties Assignment, the Aircraft Sale and Purchase Agreement, any Power of Attorney, the Bill of Sale, any Financing Document to which the Lessee is a party, the Lessor Parent Support Letter, any notice, acknowledgement, consent or certificate required hereunder or thereunder, any document or agreement in respect of the Aircraft entered into between, inter alios, the Lessor and the Lessee or any other document or agreement agreed from time to time by the Lessor and the Lessee to constitute a Lease Document.</p> <p>"Lease Supplement" means each lease supplement, substantially in the form of Part 1 of Schedule 1 (Form of Lease Supplement) of the Aircraft Lease Agreement, to be entered into between the Lessor and the Lessee for the purpose of leasing an Item of Equipment under and pursuant to the terms of the Aircraft Lease Agreement.</p> <p>"Lender" means Industrial and Commercial Bank of China (Asia) Limited.</p> <p>"Lessee" means British Airways Plc, a company incorporated under the laws of England and Wales (company number 1777777), having its registered office at Waterside, P.O. Box 365, Harmondsworth, UB7 0GB, United Kingdom.</p> <p>"Lessor" means ICIL London Co., Limited, a company incorporated under the laws of Ireland, having its registered office at AIB International Centre, International Financial Services Centre, Dublin 1, Republic of Ireland.</p> <p>"Lessor Parent" means ICBC International Holdings Limited.</p> <p>"Lessor Parent Support Letter" means the letter of support issued by Lessor Parent in favour of the Lessee.</p> <p>"Manufacturer" means The Boeing Company, a Delaware corporation, and includes its successors and assigns.</p> <p>"Mortgage" means the mortgage entered into or to be entered into, as the context may require, between the Lessor and the Security Agent in respect of the Aircraft.</p> <p>"Parts" means all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature, including the APU and Landing Gear (but excluding whole Engines or engines), so long as the same shall be furnished with, incorporated in, installed on, or attached to the Aircraft, Airframe or any Engine or so long as title thereto shall remain vested in the Lessor in accordance with the terms of Clause 16 (Replacement of Parts) of the Aircraft Lease Agreement after removal from the Aircraft, Airframe or such Engine.</p>	

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	<p>"Permitted Sublessee" means:</p> <p>(a) each person so described in Part 1 or Part 2 of Schedule 4 (Permitted Sublessees) of the Aircraft Lease Agreement provided that such list may be revised from time to time by the Lessor, if the Lessor reasonably considers that any entities listed therein (i) shall have suffered a material adverse change to their financial or business condition; or (ii) are incorporated or otherwise operate in any jurisdiction which the Lessor reasonably considers to be an unacceptable jurisdiction in respect of the protection of rights of lessors, owners and/or financiers of aircraft and/or the ability to repossess aircraft (either due to the legal or political regime thereof); or (iii) are or are otherwise incorporated in or operate in a jurisdiction which the Lessor or any Financing Party (or any of their respective successors, assigns or transferees) is prohibited by applicable Law from doing business with; and</p> <p>(b) each other person in respect of which the Lessor have given its prior written consent in connection with a proposed sublease of the Aircraft under Clause 13.1 (Possession) of the Aircraft Lease Agreement.</p> <p>"Power of Attorney" means the power of attorney substantially in the form of Schedule 7 (Form of Power of Attorney) of the Aircraft Lease Agreement (or in such other form as the Lessor may require on the advice of local counsel in the Country of Registration) executed by a Permitted Sublessee in favour of each of the Lessor and the Security Agent.</p> <p>"Purchase Agreement" means the purchase agreement number 2193 dated 29 October 1998 between the Airframe Manufacturer and the Seller, for the purchase of, amongst other things, the Aircraft.</p> <p>"Relevant Insurances" means all policies and contracts in respect of the Insurances, other than Insurances in respect of liabilities to third parties.</p> <p>"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.</p> <p>"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Assignor to the Assignee under the Deed or the other Lease Documents and the payment of all amounts due thereunder from time to time.</p> <p>"Security Agent" means Industrial and Commercial Bank of China (Asia) Limited, or any such other person from time to time notified by the Lessor to the Lessee as the security agent and/or trustee for the Financing Parties (or any of them).</p> <p>"Seller" means British Airways Plc, a company incorporated under the laws of England and Wales and having its registered office at Waterside, P.O. Box 365, Harmondsworth, UB7 0GB, United Kingdom.</p>	



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. 642**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT
(INSURANCES) DATED 30 OCTOBER 2009 AND CREATED BY
BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ICIL LONDON CO.,
LIMITED 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 12 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 NOVEMBER
2009

10



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES