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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[61312]

1777777

Name of company

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

Date of creation of the charge

3 September 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A mortgage relating to one Boeing model 777-236 ER aircrat with manufacturer's serial number 36518
and registration mark G-YMMT (the **Mortgage**).

Amount secured by the mortgage or charge

All moneys owing, whether actually or contingently, by the Company under the Loan Agreement and
all Expenses incurred by the Agent and the Security Agent (the **Secured Indebtedness**).

Please see addendum 2/4 for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Mitsubishi UFJ Trust and Banking Corporation, 24 Lombard Street, London (the **Security Agent**)

Postcode EC3V 9AJ

Presenter's name address and
reference (if any):

Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

LN28876/EROO/9940096

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



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08/09/2009

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COMPANIES HOUSE

The Company 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 Aircraft 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 Aircraft, in each case, to and in favour of the Security Agent.

The Company with full title guarantee assigns and agrees to assign, and charges by way of first fixed charge, to and in favour of the Security Agent:

(a) all its right, title and interest, present and future, to and in respect of proceeds arising, under:

- (i) all Insurances in respect of all risks of physical loss or damage (including, but not limited to, war risks) effected in relation to the Aircraft (but for the avoidance of doubt the 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 Aircraft);
- (ii) any Requisition Compensation relating to the Aircraft;

Please see addendum 2/4 for definitions and 4/4 for continuation.

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Please complete legibly, preferably in black type, or bold block lettering

95

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose LLP

Date 8 September 2009

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~) †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

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Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

For the purposes of this form 395, the following definitions shall apply:

Agency Parties means the Agent Group, the Agent and the Security Agent or, as the context requires, any or all of them and, in relation to the Loan Agreement, shall include references to the directors, officers, employees and agents of each such person;

Agent means Mitsubishi UFJ Trust and Banking Corporation acting through its office in London and shall include its successors, assigns and transferees;

Agent Group means the Agent, the Security Agent and the Documentation Agent;

Aircraft means one Boeing Model 777-236 ER aircraft, with manufacturer's serial number 36518 and registration mark G-YMMT together with the Associated Engines, any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Company and any of the same which remain subject to the Mortgage after removal from such aircraft, all Manuals and Technical Records and, insofar as the same belong to the Company, all substitutions, replacements or renewals from time to time made in or to such aircraft, the Associated Engines and any such other equipment or parts or to any part thereof but "Aircraft" excludes any item of equipment installed on the Aircraft pursuant to the Loan Agreement and, unless the context otherwise requires, references to the "Aircraft" include any part thereof;

Associated Engines means each of the Rolls-Royce Trent 895-17 engines with engine serial numbers 51537 and 51538, each Suitable Replacement Engine and, insofar as the same belong to the Company, any and all appliances, spare parts, instruments, accessories or other equipment or parts of whatever nature from time to time forming part thereof and any of the same which remain subject to the Mortgage when no longer installed on or attached to such engine (excluding any such engine which has been replaced by a Suitable Replacement Engine);

Aviation Authority means all and any of the authorities, government departments, committees or agencies which under applicable law of the State of Registration may from time to time:

(a) have control of supervision of civil aviation in that state; or

(b) have jurisdiction over the registration, airworthiness or operation of, or other matter relating to, the Aircraft;

Beneficiaries means all or, as the case may require, any of the Lenders and the Agency Parties;

Borrower means the Company, its successors and any permitted assignee;

Buyer Furnished Equipment means those appliances, parts, instruments, appurtenances, furnishings and other equipment supplied by the Company and categorised as Buyer Furnished Equipment under the Purchase Contract or otherwise supplied and installed on the Aircraft by the Company on or immediately following the Delivery Date;

Delivery Date means the date on which the Company accepts, and obtains title to the Aircraft, excluding Buyer Furnished Equipment, from the Manufacturer under or pursuant to the Purchase Contract;

Documentation Agent means Mitsubishi UFJ Trust and Banking Corporation acting through its office in London;

Expenses means all out-of-pocket expenses and fees (including legal fees) incurred by the Agent and/or the Security Agent in the performance of their respective roles as Agent and Security Agent under the Transactional Documentation for the payment or reimbursement of which the Company is liable under any of the Transactional Documentation;

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Insurances means any and all policies and contracts of insurance relating to the Aircraft and required to be effected and maintained pursuant to Loan Agreement;

Lease means any lease, charter, hire or other similar arrangements whereby the Borrower parts with possession and/or operational control of the Aircraft;

Lender means each institution listed in the Loan Agreement and each other institution which, after the date of the Loan Agreement, shall become a Transferee of a Lender in accordance with the Loan Agreement and their respective successors in title but excludes any such person who at the relevant time has transferred all its rights and obligations under the Transactional Documentation;

Lessee means any person to whom the Borrower leases, charters or hires the Aircraft in such a way as to part with possession and/or operational control of the Aircraft;

Lien means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any security, mortgage, pledge, charge, lien, statutory right *in rem*, hypothecation, title retention, attachment, levy, claim, right of possession or detention, right of set-off (but excluding any right of set-off arising in favour of a banker and by way of operation of law);

Loan Agreement means the agreement, entitled "Loan Agreement" relating to the acquisition by the Company of the Aircraft entered into between, amongst others, the Lenders and the Company pursuant to which the Lenders agree to make available to the Company a facility in an amount equal to the Direct Loan Facility Amount (as defined therein);

Manuals and Technical Records means all technical data, manuals, logbooks and other records (whether kept or to be kept in compliance with any regulation of the Aviation Authority or otherwise) relating to the Aircraft or any part thereof;

Manufacturer means The Boeing Company of Chicago, Illinois, USA and shall include its successors and, as the context may require, any affiliate or associated company;

Mortgaged Property means all the property from time to time assigned or charged to the Security Agent pursuant to the Mortgage by way of security for the Secured Indebtedness under the Mortgage and includes any part of the same;

Permitted Liens means

(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, where relevant, 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 any of the Beneficiaries in the Aircraft or any Associated Engine; or

(b) 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 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 adversely affect the interest of any of the Beneficiaries in the Aircraft or any Associated Engine or (iv) which the Company or any Lessee is unable to pay because it is restrained from doing so by exchange control or other applicable regulations; or

(c) 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

(d) the rights of others under agreements or arrangements to the extent permitted by the Loan Agreement; or

(e) the respective rights of the Beneficiaries under any of the Transactional Documentation; or

(f) any other Lien created with the prior consent of the Agent Group;

Purchase Contract means the purchase agreement between the Company and the Manufacturer relating to the

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manufacture and sale of the Aircraft, excluding the Buyer Furnished Equipment (including, for the avoidance of doubt such agreement as amended or supplemented in the manner referred to in the Loan Agreement);

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

Security Period means the period commencing on the date of the Mortgage and terminating upon the earliest of the dates upon which the Company becomes entitled to request the release of the mortgages and charges created by the Mortgage in accordance with the Mortgage;

State of Registration means the United Kingdom or any other state or territory from time to time with whose aviation authority the Aircraft is registered in accordance with the provisions of the Loan Agreement;

Suitable Replacement Engine means in relation to an Associated Engine, any engine which is for the time being substituted therefor pursuant to the Loan Agreement or any part thereof but excluding any engine installed on the Aircraft pursuant to the Loan Agreement;

Transactional Documentation means the Loan Agreement, the Mortgage, and any notices of assignment and acknowledgements required to be given or received under the foregoing documents and any further documentation relating to the use and/or possession on the Aircraft and/or constituting security or further security for the obligation of any of the parties to the same or such further documentation and any other document which the parties agree should be transactional documentation; and

Transferee has the meaning given to it in the Loan Agreement.

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

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 Insurances and to such Requisition Compensation); and

- (b) all its right, title and interest, present and future, in all warranties, contracts or other agreements relating to the condition, operation, use or repair of the Aircraft or any part thereof including, without limitation, any right, title or interest which the Company may have under any Lease;

The Company without limitation to the above grants the Security Agent a first priority purchase money security interest in the Aircraft and in any proceeds from the sale of the Aircraft and holds the same unto the Security Agent in trust for the Beneficiaries as continuing security for the payment and discharge to the Beneficiaries and to each of them of the Secured Indebtedness.

The Company covenants with the Agent and the Security Agent that, throughout the Security Period, save as constituted by or permitted under this Mortgage, it will retain such title to the Mortgaged Property as shall have been vested in the Company on the Delivery Date and will not itself, throughout the Security Period, knowingly create any Liens (other than Permitted Liens) over the Mortgaged Property or any of it.

Company number

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 1777777
CHARGE NO. 632**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 3 SEPTEMBER
2009 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO MITSUBISHI UFJ TRUST AND BANKING CORPORATION
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 8 SEPTEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER
2009**



Companies House
— for the record —



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