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Please complete
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.



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

[6] [0] [8]

AIC00400074

Company number

1777777

Name of company

* British Airways Plc, a public limited company incorporated under the laws of England and Wales (the **Company**), having its registered office at Waterside, PO Box 365, Harmondsworth, UB7 0GB, England.

Date of creation of the charge

30 March 2009

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

An assignment of insurances dated 30 March 2009 in respect of one Boeing 777-236ER Aircraft MSN 36516 and UK Registration Mark G-YMMR (the **Assignment**).

Amount secured by the mortgage or charge

The obligations of the Company to the Assignee (as defined below) under the Aircraft Lease Agreement (as defined below) and the payment of all amounts due thereunder from time to time (the **Secured Obligations**).

See Addendum 4/4 for definitions.

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

Yamasa Aircraft BAW2 Kumiai, a *nin-i-kumiai* with its principal place of business at 362-1, Takao, Niimi City, Okayama, Japan (the **Assignee**).

Postcode

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

Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

MBOT/LN25601/BD#9289458#1

#1

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



LD2

L7M5H8V3

09/04/2009

COMPANIES HOUSE

77

Short particulars of all the property mortgaged or charged

The Company assigns absolutely to the Assignee, with full title guarantee, all of the Company's 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 returns of premiums in respect thereof) and (3) all Requisition Compensation.

The Company covenants not to further assign, pledge or charge its right, title and interest in and to the Relevant Insurances or the Requisition Compensation assigned by the Assignment or any proceeds thereof to anyone other than the Assignee.

See Addendum 4/4 for definitions.

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bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose LLP

Date 9 April 2009

On behalf of ~~XXXXXXXXXXXXXXX~~ [chargee] †

*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

1777777

Name of company

*insert full name
of Company

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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)

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)

Definitions

Aircraft means the Boeing 777-236ER Aircraft bearing manufacturer's serial number 36516 together with any one or both of the two (2) Rolls-Royce Trent 895-17 aircraft engines bearing the manufacturer's serial numbers 51533 and 51534 respectively, as more particularly described in the Aircraft Lease Agreement;

Aircraft Lease Agreement means the aircraft operating lease agreement in relation to the Aircraft dated 25 March 2009 and made between, the Assignee, as lessor, and the Company, as lessee, as the same may be amended, modified, supplemented or superseded from time to time;

Insurances means any and all contracts or policies of insurance required to be effected and maintained under the Aircraft Lease Agreement;

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1777777
CHARGE NO. 608**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES
DATED 30 MARCH 2009 AND CREATED BY BRITISH AIRWAYS
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO YAMASA AIRCRAFT BAW2 KUMIAI
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 9 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES