



CHFP010

Please do not write in
this margin

COMPANIES FORM No. 403a

**Declaration of satisfaction in
full or in part of mortgage or
charge****403a**

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably in
black type, or bold
block letteringTo the Registrar of Companies
(address overleaf)

For official use

Company Number

Name of company

S144

1777777

* Insert full name of
company

* British Airways Plc

I, Alan Buchananof Waterside (HBB3), PO Box 365, Harmondsworth UB7 0GB† delete as
appropriate~~[a director]~~ [the secretary] ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has
been paid or satisfied in ~~[full]~~ **[part]**# insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
Debenture' etcDate and description of charge # 21 February 2007- MortgageDate of registration ☒ 09 March 2007Name and address of [chargee] [trustee for the debenture holders]† PK AirFinance S À R L,6-d route de Trèves, L-2633 Senningerberg, LuxembourgØ the date of
registration may
be confirmed
from the
certificateShort particulars of property charged § See Schedule 1§ insert brief details
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835Declared at Harmondsworth

Declarant to sign below

on
Day Month Year

2	2	0	1	2	0	0	8
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before me V. Bell VICTORIA BELL, ADPLESHAW GORDON LLP SOLICITORSA Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor
having the powers conferred on a Commissioner for OathsPresenter's name, address
and reference (if any)Company Secretary
British Airways
Waterside (HBB3)
PO Box 365
Harmondsworth
UB7 0GBFor official use (02/06)
Mortgage Section

WEDNESDAY

*A6L0SX6W*
13/02/2008 106
COMPANIES HOUSE
A1G3W11
31/01/2008 587
COMPANIES HOUSE
COMPANIES HOUSE

Schedule 1

Short Particulars of all property mortgaged or charged

Mortgage

As a continuing security for the payment and performance of the Secured Obligations, the Mortgagor, who with full title guarantee, mortgaged to the mortgagee, as security trustee for the Finance Parties, all of its right, title and interest, present and future, in and to the Aircraft, including for the avoidance of doubt the Technical Records relating thereto, by way of first priority legal mortgage

Assignment

As a continuing security for the payment and performance of the Secured Obligations, the Mortgagor assigned and agreed to assign, with full title guarantee, to the Mortgagee and of all its right, title and interest (present and future) in, to and under the Assigned Property

Charge

To the extent that any of the Assigned Property is not at any time assigned, the Mortgagor, with full title guarantee, by the way of first fixed charge, charged and agreed to charge to, and created and agreed to create in favour of, the Mortgagee, as Security Trustee for the Finance Parties, a general encumbrance in the Assigned Property to the fullest extent permitted by law

Further Assurance

The Mortgage contains covenants for further assurance

Negative Pledge

The mortgage contains a negative pledge provision.

Definitions

"Aircraft" means one Boeing B777-200 aircraft, manufacturer serial number **30314** and registration mark G-YMMM and two (2) RR Trent 895 aircraft engines, bearing the respective manufacturer's serial number 51317 and 51311 and shall include the airframe, the Engines and all parts from time to time comprising such Aircraft and, where the context so admits, the Technical Records relating thereto

"Assigned Property" means all of the right, title and interest (present and future) of the Mortgagor in and to proceeds arising under the Insurance (but the 30314 Mortgage does not constitute an assignment or charge of any policies of insurance or an assignment or charge of any benefits, rights, title, interest or proceeds relating

Schedule 1 Continued

to any other aircraft or engines covered but only of the benefits, rights, title, interests or proceeds insofar as the same relate to the Aircraft), the Requisition Proceeds and the Warranties including, without limitation, the right to compel performance by any person of its obligations in respect hereof and the right to claim damages from any person in respect of any breach by such person of its obligations hereunder

"Finance Parties" means the Facility Agent the Security Trustee and the Lenders (in each case being, at the date of the 30314 Mortgage, PK AirFinance S.A R.L.)

"Technical Records" means all technical data, manuals logbooks and other records (whether kept or to be kept in compliance with any regulations of the Aviation Authority or otherwise) relating to the aircraft or any part hereof