00400107

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use [5191a]

Company number 1777777

Name of company

* British Airways Plc (the "**Assignor**")

Date of creation of the charge

6 September 2007

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

A deed of assignment (insurances) dated 6 September 2007 between the Assignor and Yamasa Sangyo Aircraft BA2 Kumiai as assignee (the "**Assignee**"), relating to one (1) Airbus A321-200 aircraft bearing MSN 3235 and registration mark G-EUXK (the "**Deed of Assignment**")

Amount secured by the mortgage or charge

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

Capitalised terms are defined in Schedule 1 attached hereto

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

Yamasa Sangyo Aircraft BA2 Kumiai, c/o Yamasa Sangyo Co , Ltd 362-1 Takao, Niimi City, Okayama 718-0003, Japan.

Postcode

Presentor's name address and reference (if any)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Via CH London Counter

Time critical reference
PJO/70-40204961/WJG

For official Use (06/2005)
Mortgage Section | Post room

FRIDAY

L0I4QSYN
LD5 14/09/2007 17
COMPANIES HOUSE

389744

Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

The Assignor assigned and agreed 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 returns of premiums in respect thereof) and (3) all Requisition Compensation The Deed of Assignment 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.

Capitalised terms are defined in Schedule 1 attached hereto

The Deed of Assignment contains a negative pledge and a covenant for further assurance

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Particulars as to commission allowance or discount (note 3)

None.

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

Signed Clifford Chance LLP Date 14/09/07

On behalf of [XXXXXXX XXXXXXX/chargee] †

† delete as appropriate

Notes

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

SCHEDULE 1

DEFINITIONS

In this Form 395

"**Aircraft**" means the one (1) Airbus A321-200 Aircraft bearing manufacturer's serial number 3235 together with any one or both of the two (2) IAE V2533-A5 aircraft engines bearing the manufacturer's serial numbers V12658 and V12659 respectively, as more particularly described in the Aircraft Lease Agreement;

"**Aircraft Lease Agreement**" means the aircraft lease agreement in relation to the Aircraft dated 29 August 2007 and made between, inter alia, the Assignee, as lessor, and the Assignor, 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,

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

"**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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01777777

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 6th SEPTEMBER 2007 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YAMASA SANGYO AIRCRAFT BA2 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 14th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th SEPTEMBER 2007

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B