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CHFP041

COMPANIES FORM No. 395

00400071

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

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

* Insert full name
of company

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

For official use Company number

514

1777777

Name of company

* British Airways plc (the *Borrower*)

Date of creation of the charge

15 October 2004

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

Mortgage Deed dated 15 October 2004 between the Borrower and Kreditanstalt für Wiederaufbau as security trustee (the *Security Trustee*) (the *Mortgage*)

Amount secured by the mortgage or charge

All moneys owing, whether actually or contingently, by the Borrower under the Transaction Documents and all Expenses (the *Secured Indebtedness*).

All capitalised terms used in this Form 395 have the meaning given to them in the Continuation Sheet unless defined elsewhere in this Form 395.

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

Kreditanstalt für Wiederaufbau, 5-9 Palmengartenstrasse, D-60325, Frankfurt am Main, Germany

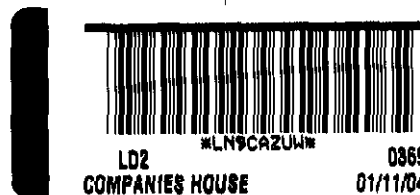
Postcode

Presenter's name, address and
reference (if any):
FRESHFIELDS BRUCKHAUS
DERINGER
✓ 65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE
Ref: xxxx/VB - (04-10) COM395 BA& KFW.olf

Time critical reference

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

The Borrower 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 Trustee and the Borrower assigns and agrees to assign, and charges by way of first fixed charge, to and in favour of the Security Trustee all its rights, title, 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;

(ii) any Requisition Compensation relating to the Aircraft;

and all benefits thereof (including the benefit of all power and remedies for enforcing all claims relating to the same).

(Please see attached continuation sheet).

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed

Frederick Buchholz

Date

1 November 2004

On behalf of ~~company~~ mortgagee/chargee

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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

*Delete as appropriate

**PARTICULARS OF A MORTGAGE OR CHARGE COM 395 CONTINUATION SHEET
(MORTGAGE DEED)**

BRITISH AIRWAYS PLC

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Agent means Kreditanstalt für Wiederaufbau in its capacity as facility agent or any successor agent appointed pursuant to clause 23 of the Loan Agreement;

Airbus means Airbus S.A.S., legal successor of Airbus S.N.C., formerly Airbus G.I.E. and Airbus Industrie G.I.E.;

Aircraft means one Airbus A321 aircraft msn 2305 and, in respect of such aircraft, the Associated Engines (whether or not installed thereon) for such aircraft together with (i) the Buyer Furnished Equipment, (ii) any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Borrower and any of the same title to which remains in the Borrower after removal from such aircraft, (iii) all Manuals and Technical Records, and (iv) insofar as the same belong to the Borrower, all substitutions, replacements or renewals from time to time made in or to such aircraft and to the items referred to in (i) and (ii) above or to any part thereof;

Aircraft Purchase Agreement means the amended and restated purchase agreement between Airbus and the Borrower dated 4 October 1999 whereby Airbus agreed to sell, and the Borrower agreed to purchase, A319-100, A320-200 and A321-200 aircraft including the Aircraft (excluding the Buyer Furnished Equipment) to be manufactured by Airbus in accordance with the said purchase agreement including the Exhibits A, B, C, D, E and F thereto, as such purchase agreement may be amended and/or supplemented from time to time by any subsequent change orders or letter agreements or other instruments;

Associated Engines means each of the engines manufactured by IAE which are contracted to be supplied with the Aircraft and installed thereon at the Delivery Date and each replacement for any of the Transaction Documents, to be transferred to the owner of the Aircraft against transfer of title to the engine being replaced, but excluding any of such engines, title to which, at any relevant time, is not required, pursuant to the terms of the Transaction Documents, to be vested in the owner of the Aircraft;

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:

- (i) have control or supervision of civil aviation in that state; or
- (ii) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft;

Buyer Furnished Equipment means all standard buyer furnished equipment installed, or to be installed, on the Aircraft prior to its introduction to commercial service or shortly thereafter;

Delivery Date means 15 October 2004 being the date on which the Borrower accepted and obtained title to the Aircraft, excluding Buyer Furnished Equipment, from Airbus under or pursuant to the Aircraft Purchase Agreement;

Expenses means all out-of-pocket expenses and fees (including legal fees) incurred by the Agent or the Security Trustee in the performance of its role as agent and security trustee under the Transaction Documents for the payment or reimbursement of which the Borrower is liable under any of the Transaction Documents;

IAE means IAE International Aero Engines AG;

Initial Bank means Kreditanstalt für Wiederaufbau;

Insurances means any and all policies and contracts of insurance relating to the Aircraft and required to be effected and maintained pursuant to clause 18 of the Loan Agreement;

Lessee means any person to whom the Borrower leases, charts or hires the Aircraft;

Loan Agreement means the agreement dated 14 October 2004, entitled "Loan Agreement" and entered into between (i) the Borrower and (2) Kreditanstalt für Wiederaufbau as Initial Bank, Agent and Security Trustee pursuant to which the Initial Bank agreed to make available to the Borrower a loan on the terms set out therein;

Manuals and Technical Records means, in respect of the Aircraft, all appropriately approved records, logs, manuals, technical data and other materials and documents relating to the Aircraft which, from time to time, are required in order to comply with regulations and requirements of the Aviation Authority;

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

Security Documents means the Mortgage and any further documentation relating to the Aircraft which constitutes security or further security given by the Borrower to the Security Trustee as security for the Secured Indebtedness including all notices of assignment and acknowledgements thereof required to be given or procured pursuant to the Loan Agreement and the Security Documents and such further documentation which the parties agree should be a Security Document;

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 clause 17.2 of the Loan Agreement; and

Transaction Documents means the Loan Agreement, the Aircraft Purchase Agreement, the Security Documents, all notices of assignment and acknowledgements thereof required to be given or procured pursuant to any of the above and such further documentation and any other documents which the parties agree should be Transaction Documents.

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 MORTGAGE DEED DATED THE 15th OCTOBER 2004 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KREDITANSTALT FUR WIEDERAUFBAU 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 1st NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th NOVEMBER 2004.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES