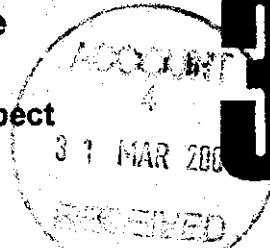


**M****COMPANIES FORM No. 395****Particulars of a mortgage or charge**

A fee of £10 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 Company number

[KOS]

01777777

Name of company

British Airways Plc (the "Assignor")

Date of creation of the charge

15 March 2004

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

An assignment of insurances (the "Assignment of Insurances") dated 15 March 2004 between the Assignor and AGV Irish Equipment Leasing No. 1 in its capacity as trustee for and on behalf of the Secured Parties (the "Assignee").

Amount secured by the mortgage or charge

All moneys in any currency, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by an Obligor to any of the Secured Parties, actually or contingently, with another or others, as principal or surety, on any account whatsoever under the Lease Agreement or any of the other Operative Documents or as a consequence of any breach, non performance, disclaimer or repudiation by any Obligor (or by a liquidator, administrative receiver, administrator, examiner or any similar officer in respect of any Obligor) of any of such Obligor's obligations owed to any of the Secured Parties under the Lease Agreement or any of the other Operative Documents (the "Secured Obligations").

All defined terms used in this Form 395 and its continuations not otherwise defined herein are defined in the Schedule hereto attached.

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

AGV Irish Equipment Leasing No. 1, an unlimited company incorporated and existing under the applicable law of the Republic of Ireland having its registered office at La Touche House, IFSC, Dublin 1, Ireland in its capacity as trustee for and on behalf of the Secured Parties.

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

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ  
(via CH London Counter)

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0301  
31/03/04

RKV/50026652/EEEB

Short particulars of all the property mortgaged or charged

As security for payment and discharge of the Secured Obligations, the Assignor, with full title guarantee, assigned and agreed to assign absolutely by way of security to the Assignee (for the benefit of the Secured Parties) the Collateral.

To the extent that any of the Collateral is not so assigned, as security for payment and discharge of the Secured Obligations, the Assignor charged, with full title guarantee and by way of first fixed charge, in favour of the Assignee (for the benefit of the Secured Parties) of the Collateral.

The Assignment of Insurances contains covenants for further assurances and protection of security and a negative pledge.

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)

None

Signed

Clifford Chance

Date

30 MARCH 2004

On behalf of ~~[company] (mortgagee/chargee)~~

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

† 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 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 CF14 3UZ

**SCHEDULE**  
**DEFINITIONS USED IN FORM 395 AND CONTINUATIONS NOT OTHERWISE**  
**DEFINED THEREIN**

**"Account Bank"** means HSH Nordbank AG.

**"Collateral"** means all proceeds of, all claims under, and the right to make all claims under the Insurances but, for the avoidance of doubt, shall not include the policies and contracts of insurance themselves.

**"Cranebank Properties"** has the meaning given to the term "Real Property" in the Lessee Mortgage.

**"German Investor"** means HSH Nordbank AG.

**"Insurances"** means all policies and contracts of insurance (other than third party liability insurance) that are, pursuant to the Lease Agreement, required to be taken out or maintained in respect to each Simulator

**"Lease Agreement"** means the lease agreement dated on or about 15 March 2004 between the Assignee as lessor and the Assignor as lessee in respect of the Simulators.

**"Lessor Charge"** means each lessor charge in respect of a Simulator dated on or about 15 March 2004 between the Assignee as chargor and the Assignor as chargee.

**"Lessee Mortgage"** means the lessee mortgage over the Cranebank Properties dated on or about 15 March 2004 between the Assignor as mortgagor and the Assignee as mortgagee.

**"Manuals and Technical Records"** means, in respect of a Simulator all manuals, records, logs, technical data, drawings and other materials and documents relating to such Simulator kept by or required to be kept by the Assignor in compliance with any applicable law, the Lease Agreement or otherwise.

**"Obligors"** means the Assignor and the Option Holder and **"Obligor"** shall mean each or either of them.

**"Operative Documents"** means (i) the Lease Agreement, the Purchase Agreement, the Purchase Option Agreement, the Residual Value Agreement, the Remarketing Agreement, the Sterling Account Pledge Agreement, each Lessor Charge, the Lessee Mortgage, the Assignment of Insurances and (ii) any other document, instrument or agreement which is agreed in writing by the Assignee, the Assignor and the German Investor to be an Operative Document.

**"Option Holder"** means British Airways Leasing Limited.

**"Purchase Agreement"** means the purchase agreement dated on or about 15 March 2004 made between the Assignor and the Assignee pursuant to which the Assignor has agreed to sell the Simulators to the Assignee.

**"Purchase Option Agreement"** means the purchase option agreement dated on or about 15 March 2004 between the Assignee and the Option Holder.

**"Remarketing Agent"** means Pearl Aviation Limited.

**"Remarketing Agreement"** means the remarketing agreement dated on or about 15 March 2004 between the Assignee and the Remarketing Agent.

**"Residual Value Agreement"** means the residual value agreement dated on or about 15 March 2004 made between the Assignor, the Remarketing Agent and the Assignee.

**"Secured Parties"** means the Assignee and the German Investor and **"Secured Party"** shall mean each or either of them.

**"Simulator I"** means the A-320 flight-training simulator bearing CAA Code: BA248 together with the Manuals and Technical Records and installed Software.

**"Simulator II"** means the A-320 flight-training simulator bearing CAA Code: BA270 together with the Manuals and Technical Records and installed Software.

**"Simulator III"** means the B737-436 flight-training simulator bearing CAA Code: BA149 together with the Manuals and Technical Records and installed Software.

**"Simulator IV"** means the B737-436 flight-training simulator bearing CAA Code: BA213 together with the Manuals and Technical Records and installed Software.

**"Simulator V"** means the B737-436 flight-training simulator bearing CAA Code: BA123 together with the Manuals and Technical Records and installed Software.

**"Simulator VI"** means the B737-436 flight-training simulator bearing CAA Code: BA139 together with the Manuals and Technical Records and installed Software.

**"Simulator VII"** means the B737-436 flight-training simulator bearing CAA Code: BA179 together with the Manuals and Technical Records and installed Software.

**"Simulator VIII"** means the B737-436 flight-training simulator bearing CAA Code: BA214 together with the Manuals and Technical Records and installed Software.

**"Simulator IX"** means the B-757 flight-training simulator bearing CAA Code: BA085 together with the Manuals and Technical Records and installed Software.

**"Simulator X"** means the B-757 flight-training simulator bearing CAA Code: BA124A together with the Manuals and Technical Records and installed Software.

**"Simulator XI"** means the B-767 flight-training simulator bearing CAA Code: BA153 together with the Manuals and Technical Records and installed Software.

**"Simulator XII"** means the B-777 flight-training simulator bearing CAA Code: BA192 together with the Manuals and Technical Records and installed Software.

"**Simulator XIII**" means the B-777 flight-training simulator bearing CAA Code: BA230 together with the Manuals and Technical Records and installed Software.

"**Simulator XIV**" means the B-777 flight-training simulator bearing CAA Code: BA267 together with the Manuals and Technical Records and installed Software.

"**Simulators**" means Simulator I, Simulator II, Simulator III, Simulator IV, Simulator V, Simulator VI, Simulator VII, Simulator VIII, Simulator IX, Simulator X, Simulator XI, Simulator XII, Simulator XIII and Simulator XIV and, "**Simulator**" shall mean each or any of them.

"**Software**" means any programme or other information stored on tapes, discs, documents or other material, in machine-readable or other form relating to movement, visuals or operational and flight characteristics which is required to operate a Simulator, together with any warranties relating to such Software and any updates of such Software.

"**Sterling Account Pledge Agreement**" means the Sterling account pledge agreement dated on or about 15 March 2004 made between the Assignee, the Assignor and the Account Bank.

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 AN ASSIGNMENT OF INSURANCES DATED THE 15th MARCH 2004 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER 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 31st MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd APRIL 2004.

*Ph*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —