

COMPANIES FORM No. 395

Particulars of a mortgage or charge

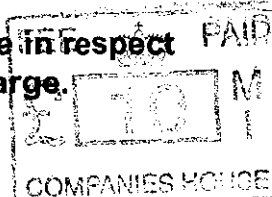
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395

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

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

[71810]

01777777

Name of company

* British Airways Plc, a company incorporated in England and Wales whose registered office is at Waterside, PO Box 365, Harmondsworth UB7 0GB, England (the "Assignor")

Date of creation of the charge

3 October 2003

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

Assignment of Insurances (the "Assignment of Insurances") relating to one (1) Boeing 747-400 aircraft with Manufacturer's Serial No. 25435 and U.K. Registration Mark G-BNLX (the "Aircraft")

Amount secured by the mortgage or charge

(a) all monies, liabilities and obligations of the Assignor or the Owner which are now or at any time hereafter may be due, owing, payable or incurred to the Bank or expressed to be due, owing, payable or incurred to the Bank in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to any of the Transactional Documents, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor or the Owner (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor or the Owner) of any of its respective obligations due or owing to the Bank under any of the Transactional Documents and

(b) means all out-of-pocket expenses and fees (including legal fees) incurred by the Bank in the performance of its role as assignee under Assignment of Insurances, (being, together with (a) the "Secured Obligations").

(See Continuation Sheet for definitions.)

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

Barclays Bank PLC (the "Bank"), a company incorporated in England and Wales with company number 1026167 whose registered office is 54 Lombard Street, London

Postcode EC3P 3AH

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

Slaughter and May (Ref: DJYB/JMCE)
One Bunhill Row
London
EC1Y 8YY

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0125
16/10/03

Time critical reference

Short particulars of all the property mortgaged or charged

The Assignor with full title guarantee assigns and agrees to assign to and in favour of the Bank by way of security all its right, title and interest, present and future, to and in respect of proceeds arising, under:

(a) 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 and all benefits thereof (but for the avoidance of doubt the Assignment of Insurances does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder (including return of premiums) insofar as the same relate to the Aircraft); and

(b) any Requisition Compensation relating to the Aircraft (provided that, unless and until an Event of Loss occurs in respect of the Aircraft, the assignment of Requisition Compensation shall be subject to the prior entitlement of the Assignor under clause 16.2 of the Loan Agreement);

TO HOLD the same unto the Bank as continuing security for the for the payment and discharge to the Bank of the Secured Obligations. (The "Assignment Property").

(Please see the Continuation Sheet for definitions.)

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)

Nil

Signed Slougher and May

Date 16/10/03

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

Particulars of a mortgage or charge (continued)

CHFP025

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

01777777

Name of Company

British Airways Plc, a company incorporated in England and Wales whose registered office is at
Waterside, PO Box 365, Harmondsworth UB7 0GB, England (the "Assignor") Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not
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binding margin

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

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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Definitions

"Event of Loss" in relation to the Aircraft means:

- (a) actual or constructive or agreed event of loss thereof; or
- (b) requisition for title, requisition for hire, forfeiture or any compulsory acquisition whatsoever thereof (but in the case of requisition for hire only if the same results in an insurance settlement on the basis of an Event of Loss) by any governmental or other competent authority or by any person acting by or purporting to act by the authority of the same; or
- (c) as a result of any law, rule, regulation, order, decree or other action by any governmental body having jurisdiction, the use thereof for air transportation of persons having been prohibited for a period of one hundred and eighty consecutive days; or
- (d) the theft, expropriation, appropriation, requisition for use, restraint, detention, confiscation, seizure, or hi-jacking of the Aircraft which shall have resulted in the loss of possession thereof by the Assignor or any other person from time to time entitled to possession and operational control of the Aircraft under a Permitted Lease for one hundred and eighty consecutive days or such longer period as the Bank may agree in writing; or
- (e) the Aircraft not having been heard of for thirty consecutive days;

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

"Lien" means any mortgage, charge (whether fixed or floating), pledge, lien, assignment (not being an absolute assignment otherwise than by way of security and with no proviso for re-assignment), hypothecation, right in rem, security interest, title retention, preferential right, trust arrangement and any other encumbrance, security agreement or arrangement securing any obligation of any person;

"Loan Agreement" means the loan agreement between the Assignor and the Bank relating to the Aircraft dated 8 April 2003;

"Mortgage" means the deed of mortgage dated 3 October 2003 and entered into between the Owner and the Bank creating, inter alia, a first mortgage over the Aircraft;

"Owner" means British Airways Leasing Limited (Registered in England No. 04150220);

"Permitted Lease" means any lease, charter, hire or similar arrangement whereby (i) the Owner parts with possession and/or operational control of the Aircraft and which is entered into with the Assignor; or (ii) the Assignor parts with the possession and/or operational control of the Aircraft and which is entered into with any certified air carrier in accordance with clause 11 of the Loan Agreement;

"Requisition Compensation" means all moneys or other compensation from time to time received by the Owner or 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; and

"Transactional Documents" means the Loan Agreement, the Mortgage, the Assignment of Insurances and any other document which constitutes security given or to be given by the Owner, the Assignor or any other member of the British Airways group to the Bank as security for the Secured Obligations and any further document which the Bank and the Assignor agree should be a Transactional Document.

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

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 RELATING TO ONE BOEING 747-400 AIRCRAFT WITH SERIAL NO.25435,UK REGISTRATION MARK G-BNLX DATED THE 3rd OCTOBER 2003 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 16th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st OCTOBER 2003.

[Handwritten signature]



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES