

## Particulars of a mortgage or charge

395

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

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

[4714]

01777777

Name of company

\* British Airways Plc

Date of creation of the charge

8 April 2003

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

Assignment of Insurance in respect of one Boeing 777-236 Aircraft, manufacturer's serial number 30317 dated 8 April 2003 between (1) Mercantile Leasing Company Limited (to be renamed "Shrewsbury Leasing Limited") (the **Owner**) and (2) British Airways Plc (BA) (the **Assignment**)

Amount secured by the mortgage or charge

All moneys from time to time due and owing, whether actually or contingently by BA to the Owner under the Lease (the **Secured Indebtedness**).

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

Mercantile Leasing Company Limited (to be renamed "Shrewsbury Leasing Limited"), Churchill Plaza, Churchill Way, Basingstoke

Postcode RG21 7GP

Please return via

H London Counter resenter's name address and reference (if any):

DETONS WILDE SAITE  
IFLEET PLACK  
EC4

REF: LTW 51840 00005

Time critical reference

For official Use  
Mortgage Section

Post room



LD6  
COMPANIES HOUSE

0817  
25/04/03

Short particulars of all the property mortgaged or charged

BA as beneficial owners assigned and agreed to assign to and in favour of the Owner 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 of 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 does not constitute an assignment of any policies of insurance but only of the benefit rights, title, interest and proceeds thereunder insofar as the same relate to the Aircraft); and

(B) any Registration Compensation relating to the Aircraft (Provided that, unless and until the Aircraft becomes a Total Loss, the Assignment therein contained of Requisition Compensation would be subject to a prior entitlement of BA under Clauses 19.2 and 19.4 of the Lease

(see 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)

NIL

Signed Dexter Wilde Septe

Date 25/04/03

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

Capitalised terms, unless otherwise defined, have the meanings ascribed to them in the Lease.

**Aircraft** means the Boeing model 777-236ER, which is the subject of the Aircraft Purchase Agreement bearing manufacturer's serial number 30317 and UK registration mark G-YMMO together with two (2) Rolls-Royce RB211-895 engines bearing manufacturer's serial numbers 51336 and 51337 and the Associated Engines (whether or not installed thereon) together with (i) any other equipment or parts (including BFE) of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Owner and any of the same title to which remains vested in the Owner after removal from such aircraft (ii) all Manuals and Technical Records, and (iii) insofar as the same belong to the Owner, all substitutions, replacements or renewals from time to time made in or to such aircraft and to the items referred to in (i) above or to any part thereof but **Aircraft** excludes any item of equipment installed on the **Aircraft** pursuant to clause 14.2 and proviso to clause 16.2 and, unless the context otherwise requires, references to the Aircraft include any part thereof.

**Aircraft Purchase Agreement** means the aircraft purchase agreement dated 21 December 2001 between the Owner and BA relating to the sale of the Aircraft to the Owner by BA

**Insurances** means any and all policies and contracts of insurance required to be effected and maintained under the Lease

**Lease** means an Agreement relating to the Aircraft dated 21 December 2001 between Mercantile Leasing Company Limited and BA

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

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 INSURANCE DATED THE 8th APRIL 2003 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MERCANTILE LEASING COMPANY LIMITED (TO BE RENAMED SHREWSBURY LEASING LIMITED) 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 25th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th APRIL 2003.

*LC*  
*gc*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —