

# M

CHFP025

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in black type, or  
bold block lettering

\*insert full name  
of Company

## 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.

Pursuant to section 395 of the Companies Act 1985

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

Name of company

\* British Airways Plc (the "Mortgagor")

Date of creation of the charge

12 October 2002

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

A Deed of Assignment and First Priority Aircraft Mortgage in respect of  
One (1) Boeing 747-436 Aircraft, Manufacturer's Serial Number 24051,  
Registration Mark G-BNLI, (the "Mortgage") dated 12 October 2002 between  
the Mortgagor and Commerzbank Aktiengesellschaft, London Branch (the  
"Mortgagee")

Amount secured by the mortgage or charge

Any and all moneys, liabilities and obligations (whether actual or  
contingent, whether now existing or hereafter arising, whether or not  
for the payment of money and including, without limitation, any  
obligation or liability to pay damages) from time to time owing to the  
Mortgagee by the Mortgagor pursuant to the Transaction Documents (the  
"Secured Obligations").

(See schedule 1 for definitions.)

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

Commerzbank Aktiengesellschaft, London Branch, Commerzbank House, 23  
Austin Friars, London

Postcode EC2N 2NB

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

Clifford Chance LLP  
200 Aldersgate Street  
London  
EC1A 4JJ  
DBR/C1477/03615/LO/SPAL

Lon-2/1287486

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0373  
18/10/02

00400107/10

ACCOUNT

18 OCT 2002

RECEIVED

For official use

Company number

[4141]

01777777

# 395

Short particulars of all the property mortgaged or charged

See schedule 2 for particulars of all property mortgaged or charged.

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legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP. Date 18 October 2002

On behalf of [XXXXXX] [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 1

**"Aircraft"** means One (1) Boeing 747-436 aircraft, registration mark G-BNLI with manufacturer's serial number 24051. It shall include the Airframe, the Engines and all Parts from time to time comprising such Aircraft and, where the context so admits, the Technical Records relating thereto.

**"Airframe"** means (a) the Aircraft (excluding the Engines or any engines from time to time installed thereon), (b) any and all appliances, spare parts, instruments, accessories, seats or other equipment or Parts of whatever nature from time to time installed on or attached to such aircraft title to which remains vested in the Mortgagor and (c) insofar as the same belongs to the Mortgagor, all substitutions, replacements or renewals from time to time made in or to the said aircraft or to the said items referred to in (a) and (b) above or to any Part thereof in accordance herewith.

**"Assigned Property"** means all of the right, title and interest (present and future) of the Mortgagor in and to the proceeds arising under the Insurances (but the Mortgage does not constitute an assignment or charge of any policies of insurance or an assignment or charge of any benefits, rights, title, interests or proceeds thereunder relating to any other aircraft or engines covered thereby but only of the benefits, rights, title, interests or proceeds thereunder insofar as the same relate to the Aircraft) and the Requisition Proceeds including, without limitation, the right to compel performance by any person of its obligations in respect thereof and the right to claim damages from any person in respect of any breach by such person of its obligations thereunder.

**"Aviation Authority"** means all and any of the authorities, government departments, committees or agencies which under the laws of the State of Registration may from time to time:

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

**"Compulsory Acquisition"** means, in respect of the Aircraft, its requisition for title or other compulsory acquisition, seizure, restraint, forfeiture, confiscation or detention for any reason (but excluding requisition for use or hire).

**"Counter-Indemnity"** means the counter-indemnity constituted by the letter dated 12 October 2002 from the Mortgagor to the Mortgagee.

**"Engine"** or **"Engines"** means the four RB211-254 engines with manufacturer's serial numbers 13094, 13093, 13110, 13095, whether or not from time to time installed on such Airframe or any other airframe, (b) any other engine which may from time to time be installed upon or attached to such Airframe which is or becomes the property of the Mortgagor and subject to the Mortgage and (c) insofar as the same belong to the Mortgagor, any and all appliances, instruments or accessories or other equipment or Parts of whatever nature from time to time relating to an engine referred to in (a) and (b) above whether or not

installed on or attached to such engine and (d) insofar as the same belong to the Mortgagor, all substitutions, replacements or renewals from time to time made on or to any item referred to in (a), (b) and (c) above in accordance herewith.

**"Guarantee Fee Letter"** means the guarantee fee letter dated 12 October 2002 from the Mortgagee to the Mortgagor.

**"Insurances"** means any and all contracts or policies of insurance (other than third party liability insurance) required to be effected and maintained in respect of the Aircraft in accordance herewith.

**"Parts"** means, in respect of the Aircraft, all modules, appliances, parts, instruments, appurtenances, accessories, furnishings, and other equipment of whatever nature (other than complete Engines or engines) that at any time of determination are incorporated or installed in or attached to the Airframe or any engine title to which remains vested in the Mortgagor.

**"Requisition Proceeds"** means, in respect of the Aircraft, any moneys and/or other compensation received directly by any party to the Mortgage in respect of the Compulsory Acquisition of such Aircraft or requisition for hire or use thereof.

**"Technical Records"** means all technical data, manuals, logbooks and other records (whether kept or to be kept in compliance with any regulation of the Aviation Authority or otherwise) relating to the Aircraft or any part thereof.

**"Transaction Documents"** means the Mortgage, the Counter-Indemnity and the Guarantee Fee Letter.

## **Schedule 2**

### **Mortgage**

As a continuing security for the payment and performance of the Secured Obligations, the Mortgagor, with full title guarantee, mortgaged to the Mortgagee all of its right, title and interest, present and future, in and to the Aircraft, including for the avoidance of doubt the Technical Records relating thereto, by way of first priority legal mortgage.

### **Assignment**

As a continuing security for the payment and performance of the Secured Obligations, the Mortgagor assigned and agreed to assign, with full title guarantee, to the Mortgagee all of its right, title and interest (present and future) in, to and under the Assigned Property.

### **Charge**

To the extent that any of the Assigned Property is not at any time assigned pursuant to the above assignment, the Mortgagor, with full title guarantee, by way of first fixed charge charged and agreed to charge to, and created and agreed to create in favour of, the Mortgagee a general encumbrance in the Assigned Property to the fullest extent permitted by law.

The mortgage also includes a negative pledge and covenants for further assurance.

(See schedule 1 for definitions.)

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 AND FIRST PRIORITY AIRCRAFT MORTGAGE IN RESPECT OF ONE BOEING 747-436 AIRCRAFT, MANUFACTURER'S SERIAL NUMBER 24051, REGISTRATION MARK G-BNLI DATED THE 12th OCTOBER 2002 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO COMMERZBANK AKTIENGESELLSCHAFT, LONDON BRANCH 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 18th OCTOBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd OCTOBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —