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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

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

To the Registrar of Companies

For official use

Company number

440

01777777

Name of company

* British Airways Plc (the "Company")

* insert full name
of company

Date of creation of the charge

20 September 2002

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

An aircraft mortgage given by the Company in favour of Sumitomo Mitsui Banking Corporation, London branch, relating to one Boeing 747-436 aircraft with manufacturer's serial number 25818 and registration mark G-CIVK (the "Mortgage")

Amount secured by the mortgage of charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

NAP/AA43962/Misc/395-Mortgage.doc

Time critical reference

For official Use
Mortgage Section

Post room



Amount secured by the mortgage of charge

As continuing security for the payment and discharge by the Company, at any time, all moneys owing by the Company under the loan agreement dated 18 September 2002 entered into between, inter alios, the Mortgagee (defined below) and the Company (the "Loan Agreement"), and the Transactional Documents (defined below) relating to the financing of the Aircraft (defined below) (the "Secured Indebtedness").

"Aircraft" means one Boeing 747-436 aircraft having manufacturer's serial number 25818 and UK registration mark G-CIVK including four Rolls Royce RB211-524 engines having serial numbers 13374, 13375, 13377 and 13378 together with, (i) the buyer furnished equipment relating to the Aircraft, (ii) any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Company and any of the same title to which remains vested in the Company after removal from the Aircraft, (iii) all Manuals and Technical Records (as defined in the Loan Agreement) and (iv) insofar as the same belong to the Company, 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 but "Aircraft" excludes any item of equipment installed on the Aircraft pursuant to clause 12.1.9 and the proviso to clause 12.4.3 of the Loan Agreement.

"Security Documents" means the Mortgage and the assignment of insurances dated 20 September 2002 given by the Company in favour of the Mortgagee relating to the Aircraft and any other document which constitutes security given or to be given by the Company, the Mortgagee, as security trustee, or any Financing Party as security for the Secured Indebtedness;

(as defined in the Loan Agreement)

"Transactional Documents" means the Loan Agreement and any Security Document or any further document which any Financing Party (as defined in the Loan Agreement) and the Company agree should be a Transactional Document.

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

Sumitomo Mitsui Banking Corporation, London Branch, Temple Court, 11 Queen Victoria Street, London, EC4N 4TA (the "Mortgagee")

Short particulars of all the property mortgaged or charged

All of the Company's present and future right and title to and interest in the Aircraft.

Note: The Mortgage contains a provision which provides that the Company, save as permitted in the Mortgage or the Transactional Documents, (i) will retain such title to the Aircraft as shall have been vested in the Company on 20 September 2002, (ii) will not sell, charge, lease or otherwise encumber or dispose of the Aircraft or execute a bill of sale in respect of the Aircraft, or create, incur or suffer to exist any Encumbrance on the Aircraft or attempt or purport either directly or indirectly to do so, (iii) will not itself, until the date on which the Company is entitled to require the release of the mortgages and charges created in the Mortgage in accordance with clause 2.4 of the Mortgage, knowingly create any Liens over all or any part of the Aircraft.

(defined
below)

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including, without

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Short particulars of all the property mortgaged or charged

obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and/or retention arrangements having a similar effect);

"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.

Particulars as to commission allowance or discount (note 3)

NIL

Signed Norton Ross

Date 25 September 2002

On behalf of mortgagee/charged

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.

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 OF ONE BOEING 747-436 AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBER 25818 AND REGISTRATION MARK G-CIVK DATED THE 20th SEPTEMBER 2002 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SUMITOMO MITSUI BANKING CORPORATION 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 26th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th SEPTEMBER 2002 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —