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CHFP041

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lettering

\* Insert full name  
of company

Acct. 00400071110

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

ACCOUNT

21 AUG 2002

RECEIVED

# 395

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

For official use Company number

437

177777

Name of company

\* British Airways Plc, a company incorporated in England with registered number 1777777 whose registered office is at Waterside, P.O. Box 365, Harmondsworth UB7 0GB (the *Obligor*)

Date of creation of the charge

6 August 2002

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

Rebate Assignment relating to one Airbus A320-200 aircraft with manufacturer's serial number 1782 and UK registration mark G-EUUE (the *Aircraft*)

Amount secured by the mortgage or charge

The obligations of the Obligor to make payment to Airbus and IAE under clause 12.8 of the Remarketing Agreement. The amount payable under the said clause 12.8 is an amount (if any) equal to all or part of the Calculation Amount for distribution among the Manufacturers in accordance with their Tranche A Percentages.

Capitalised terms used here have the meanings given to them in the schedule of defined terms attached to this Form 395.

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

Airbus GIE, 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France.

Postcode

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

FRESHFIELDS BRUCKHAUS  
DERINGER  
65 FLEET STREET, LONDON  
ENGLAND EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE

For official use  
Mortgage section

Post room



LD3  
COMPANIES HOUSE

0450  
21/08/02

Time critical reference

Short particulars of all the property mortgaged or charged

All present and future right, title and interest of the Obligor in and to the Calculation Amount payable or paid by the Owner to the Obligor pursuant to clause 3.2(D) and schedule 6 of the Lease on the terms of the Rebate Assignment.

Capitalised terms used here have the meanings given to them in the schedule of defined terms attached to this Form 395.

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Particulars as to commission allowance or discount (note 3)

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

Signed Freshfields Bruckhaus Deringer Date 20 August 2002

On behalf of ~~company~~ ~~mortgagee~~ ~~chargee~~ \*

\*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 CF4 3UZ.

## BRITISH AIRWAYS PLC

### Schedule for Rebate Assignment relating to one Airbus A320-200 aircraft with msn 1782 and UK registration mark G-EUUE

#### Defined Words and Expressions

**Airbus** means Airbus GIE, a *groupement d'intérêt économique* created and existing under French law having its principal office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with the Toulouse *Registre de Commerce* under number RCS Toulouse C 302 609 607;

**Calculation Amount** means the amount calculated and (subject to schedule 5, paragraph 11.5 of the Lease) payable by the Owner in accordance with schedule 5, paragraph 11.4 of the Lease;

**IAE** means IAE International Aero Engines AG, a joint stock company of unrestricted duration incorporated in Switzerland whose principal office is at 400 Main Street, East Hartford, CT 06108, USA;

**Lease** means the aircraft lease agreement dated 6 August 2002 between the Owner as lessor and the Obligor as lessee in respect of the Aircraft;

**Manufacturers** means Airbus and IAE;

**Nominated Purchaser** means Amethyst Leasing Limited, a company incorporated in Bermuda;

**Owner** means LBI Leasing Limited of 71 Lombard Street, London EC3P 3BS;

**Remarketing Agreement** means the remarketing agreement dated 6 August 2002 between, amongst others, the Obligor, Airbus and IAE in relation to the Aircraft; and

**Tranche A Percentages** means where the Manufacturer (a) is Airbus, 75%, and (b) is IAE, 25%.

**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 REBATE ASSIGNMENT DATED THE 6th AUGUST 2002 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIRBUS GIE AND IAE 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 21st AUGUST 2002.

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



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —