



CHFP041

Please do not  
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Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

COMPANIES FORM No. 395

Ale 400071. £10

**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

ACCOUNT

31 MAY

RECEIVED

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

To the Registrar of Companies

(Address overleaf - Note 6)

For official use Company number

432

1777777

Name of company

\* British Airways Plc (*the Lessee*).

Date of creation of the charge

21 May 2002

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

Deed of Assignment of Insurances (*the Deed*) dated 21 May 2002 between the Lessee and NBB Sumburgh Lease Co., Ltd (*the Lessor*) relating to the Aircraft.

Amount secured by the mortgage or charge

All moneys, liabilities and obligations from time to time expressed to be owing, whether actually or contingently whether now existing or hereafter arising, by the Lessee to the Lessor under the Lease and the other Lessee Documents.

Capitalised terms in this Form 395 shall have the meanings given to them in the attached Schedule of Defined Terms.

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

NBB Sumburgh Lease Co., Ltd, 1-11-1 Nihonbashi, Chuo-Ku, Tokyo 103-0027, Japan.

Postcode

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

FRESHFIELDS BRUCKHAUS  
DERINGER (ref: MBC)  
65 FLEET STREET, LONDON  
ENGLAND EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE

For official use

Mortgage section

Post room



LD4  
COMPANIES HOUSE

\*LC91MB9U\*

0409  
31/05/02

Time critical reference

(DX)

Short particulars of all the property mortgaged or charged

The Lessee as beneficial owner agrees to assign to and in favour of the Lessor all its right, title and interest to and in respect of proceeds arising, under:

- (a) all Insurances (other than third party liability insurances) and all benefits thereof (but for the avoidance of doubt the Deed 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 Requisition Compensation relating to the Aircraft (together, the **Assigned Property**)

Capitalised terms in this Form 395 shall have the meanings given to them in the attached Schedule of Defined Terms.

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Freshfields Bruckhaus Deringer Date 31 May 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.

## SCHEDULE OF DEFINED TERMS MSN 1606

In this Form 395:

**A Account** means the Dollar account number 171 of the Lessor with the Account Bank or such other account as the Lessor (with the written agreement of the Security Trustee) or the Security Trustee may from time to time designate in writing to the Lessee by not less than ten (10) Business Days prior notice;

**Acceptance Certificate** means the delivery acceptance certificate dated 21 May 2002 and given by the Lessor to the Lessee;

**Account Bank** means The Nomura Trust and Banking Co., Ltd., Tokyo or such other bank as may from time to time be designated by the Lessor with the prior written consent of the Security Trustee;

**Airbus** means Airbus G.I.E.;

**Aircraft** means, collectively, the Airframe, the Engines (whether or not attached to or installed on the Airframe or another airframe) and, where the context admits, the Aircraft Documents;

**Aircraft Documents** means:

- (a) all of the documentation set forth or referred to in Schedule 2 to the Aircraft Lease Agreement;
- (b) all technical data, manuals supplied by the Manufacturer, the Engine Manufacturer or any other manufacturer or supplier, logs, records, computer data media and other materials and documents kept by the Lessee or required to be kept with respect to the Aircraft or any part thereof whether in compliance with any applicable law or the Aircraft Lease Agreement or any requirement for the time being of the Aviation Authority or otherwise;

**Aircraft Lease Agreement** means the aircraft lease agreement dated 16 May 2002 between the Lessor and the Lessee relating to the Aircraft;

**Aircraft Sale Agreement** means the sale agreement dated 16 May 2002 entered into between the Lessor and the Lessee relating to the Aircraft;

**Airframe** means the airframe described in Schedule 1 of the Aircraft Lease Agreement (being one (1) Airbus A319 100 Aircraft with manufacturer's serial number 1606 and registration mark G-EUOI) including all Parts of whatever nature relating thereto (except Engines or engines);

**APU** means the auxiliary power unit installed on the Aircraft on the Delivery Date and any replacement auxiliary power unit installed on the Aircraft and title to which is transferred to the Lessor in accordance with the Aircraft Lease Agreement;

**Assigned Property** means all the rights, title, benefits, claims and interests of the Lessee from time to time assigned pursuant to Clause 3.1 of the Deed;

**Assignment of Insurances** means the Deed;

**Aviation Authority** means all and any of the authorities, government departments, committees or agencies which under the laws of the State of Registration shall 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, the Aircraft;

**Banks** means the Security Trustee and any other bank or financial institution to which all or any part of any such Bank's or any other Bank's rights under the Loan Agreement are assigned or rights and/or obligations under the Loan Agreement are transferred pursuant to Clause 15 (*Transfer*) of the Loan Agreement and **Bank** shall be construed accordingly;

**Borrower Security Documents** has the meaning given to it in Clause 10.1(a) of the Loan Agreement;

**Business Day** means a day, other than a Saturday or Sunday and which is not a public holiday, on which banks are open in London, Frankfurt, Tokyo and New York City for business of the nature required by the Operative Documents;

**Crystallisation Event** means any of:

- (a) a Loan Termination Event;
- (b) the Loan becoming or being expressed to become due and payable under any provision of the Loan Agreement and not being paid when expressed to be due; and/or
- (c) any amount becoming or being expressed to become due and payable under any provision of the Loan Agreement and not being paid when expressed to be due;

**Collateral** means all of the property, rights, title, benefits, interests, assets, property, accounts and proceeds which are subject, or expressed or intended to be subject, to the Security Interests created, or expressed or intended to be created, by the Borrower Security Documents;

**Confirmation of Sale** means the acknowledgement of sale, dated the Delivery Date, in respect of the Aircraft executed or to be executed by the Lessee pursuant to the Aircraft Sale Agreement;

**Compulsory Acquisition** means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft, any Engine or any Part by any Government Entity or other competent authority, whether *de jure* or *de facto* but shall exclude requisition for use or hire not involving requisition of title;

**Delivery** means delivery of the Aircraft by the Lessor to the Lessee pursuant to the Aircraft Lease Agreement;

**Delivery Date** means means 21 May 2002;

**Dollars** and the sign "\$" mean the lawful currency for the time being of the United States of America;

**Engine** means (a) each of the two (2) engines of the manufacture and model and having the respective manufacturer's serial numbers described in Schedule 1 of the Aircraft Lease Agreement, being V11094 and V11096 and (b) any other engine which becomes the property of the Lessor in accordance with the Aircraft Lease Agreement (in the case of any such engine referred to in (a) or (b) above, whether or not from time to time installed on or attached to the Airframe or any other airframe) and (c) insofar as the same belong to the Lessor, all Parts of whatever nature from time to time relating to an engine referred to in (a) or (b) above (whether or not from time to time installed on or attached to an engine referred to in (a) or (b) above), but excluding any Engine or Part which has ceased to be subject to the Aircraft Lease Agreement;

**Engine Manufacturer** means International Aero Engines AG;

**Expenses** means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Security Trustee or any Receiver) of:

- (a) all Losses (as such term is defined in the Security Assignment) and outgoings of whatever nature (including, without limitation, Taxes, registration fees and insurance premiums) suffered, incurred or paid by the Security Trustee, the Facility Agent, any Bank or any Receiver in connection with the exercise of the powers referred to in the Operative Documents in respect of a Crystallisation Event which has occurred and is continuing; and
- (b) interest on all such Losses and outgoings (including Taxes) from the date on which the same were suffered, incurred or paid by the Security Trustee, the Facility Agent, any Bank or any Receiver until the date of receipt or recovery (whether before or after judgment) at the rate of interest determined by such person to be one per cent. 1% per annum above the cost (expressed as a percentage rate per annum) to such person of obtaining funds in the currency thereof and in amounts comparable thereto (the amount of any such interest to be certified in writing by the Security Trustee, the Facility Agent, such Bank or such Receiver, as the case may be, and which certification shall, in the absence of manifest error, be conclusive and binding on the parties);

**Facility Agent** means Kreditanstalt für Wiederaufbau in its capacity as facility agent for the Banks;

**Guarantee No. 1** means the guarantee dated 16 May 2002 in respect of certain obligations of the Lessor executed by the Guarantor in favour of the Security Trustee;

**Guarantee No. 2** means the guarantee dated 16 May 2002 in respect of certain obligations of the Lessor executed by the Guarantor in favour of the Lessee;

**Guarantor** means Nomura Babcock & Brown Co., Ltd;

**Government Entity** means and includes (whether having distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant;

**Insurances** means (i) any and all contracts or policies of insurance required pursuant to the Aircraft Lease Agreement to be taken out or maintained in respect of, or in relation to, the

Aircraft, any Engine or any Part and (ii) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance;

**Lessee Documents** means the Operative Documents to which the Lessee is or will be a party;

**Loan Agreement** means the loan agreement dated 16 May 2002 entered into between the Lessor as borrower and Kreditanstalt für Wiederaufbau as Security Trustee, Facility Agent, and Bank relating to the Aircraft;

**Loan Termination Event** means any of the events or circumstances specified in Clause 14 of the Loan Agreement;

**Manufacturer** means Airbus;

**Mortgage** means the mortgage dated 21 May 2002 over the Aircraft executed by the Lessor in favour of the Security Trustee;

**Operative Documents** means (i) the Confirmation of Sale, the Aircraft Sale Agreement, the Guarantee No. 1, the Guarantee No. 2, the Loan Agreement, the Aircraft Lease Agreement, the Acceptance Certificate and the Security Documents, (ii) any other document, instrument or agreement which is entered into on or before the Delivery Date between any of the parties to the Operative Documents referred to in (i) above for the primary purpose of hedging such party's interest rate exposure under any of the Operative Documents referred to in (i) above and (iii) any other document, instrument or agreement which is agreed in writing by the Lessor, the Lessee and the Security Trustee to be an Operative Document;

**Outstanding Obligations** means 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 expressed to be owing by the Lessor to the Security Trustee, the Facility Agent, the Banks or any of them pursuant to the Loan Agreement or any of the other Operative Documents to which the Lessor is a party, including the Expenses, and any and all such moneys, liabilities and obligations shall form part of the Outstanding Obligations notwithstanding any provisions of the Operative Documents limiting recourse and the Security Assignment shall secure and be enforceable in respect of the same;

**Part** means (a) any part, component, appliance, APU, accessory, module, instrument, furnishing, appurtenance, or other item of equipment of whatever nature (other than complete Engines or other engines) installed or incorporated in or attached to the Airframe or an Engine at Delivery, or, if not so installed, incorporated in or attached at Delivery, delivered with the Airframe or any Engine at Delivery, and (b) any substituted, renewed or replacement part, component, appliance, APU, accessory, module, instrument, furnishing, appurtenance or other item of equipment (other than complete Engines or other engines) at any particular time installed or incorporated in or attached to the Airframe or an Engine and which in accordance with the Aircraft Lease Agreement become the property of the Lessor, or, in the case of (a) and (b) above, which, having been removed therefrom, remains the property of the Lessor pursuant to the Aircraft Lease Agreement **provided that** Part does not include any additional item of equipment as referred to in Clause 14.4 (*Additions*) of the Aircraft Lease Agreement which does not become the property of the Lessor and Parts which have ceased to be subject to the Aircraft Lease Agreement;

**Pledge Agreement** means the account pledge agreement dated 21 May 2002 in respect of the A Account entered into between the Lessor and the Security Trustee;

**Receiver** means any receiver and/or manager appointed pursuant to Clause 9.2;

**Requisition Compensation** means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft, any Engine or any Part;

**Security Assignment** means the Security Assignment dated 21 May between Lessor (as assignor) and Kreditanstalt für Wiederaufbau (as Security Trustee) pursuant to which the Collateral (defined therein as including, inter alia, the Assigned Property) is further assigned to Kreditanstalt für Wiederaufbau (as Security Trustee) as Security for the Outstanding Obligations;

**Security Documents** means the Security Assignment, the Mortgage, the Pledge Agreement, the Deed and any other document, instrument or agreement which is agreed in writing by the Lessor, the Lessee and the Security Trustee to be a Security Document and any notices, acknowledgements, consents, certificates or confirmations from time to time entered into under, pursuant to or in connection with any thereof;

**Security Interest** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, right of detention, assignment by way of security or any encumbrance or security interest of any kind securing any obligation of any person in each case howsoever created or arising;

**Security Trustee** means Kreditanstalt für Wiederaufbau in its capacity as security trustee for the Banks;

**State of Registration** means the United Kingdom or any other state or territory from time to time with whose Aviation Authority the Aircraft is registered in accordance with the provisions of Clause 15 (*Registration*) of the Aircraft Lease Agreement; and

**Taxes and taxes** means all present and future taxes, levies, imposts, duties (including, without limitation, customs duties), withholdings, assessments, fees (including, without limitation, documentary, licence, filing and registration fees) or charges of any nature whatsoever, and wheresoever and by whomsoever imposed, including, without limitation, value added tax, consumption tax or any other tax in respect of added value or any income (including, without limitation, gross income, minimum, alternative minimum, capital gains income, gross receipts and net receipts), capital, capital gains, franchise, transfer, sales, use, business, occupation, excise, property (whether personal or otherwise), stamp or other taxes, together with any penalties, additions to tax, fines or interest with respect to any of the foregoing. and **Tax, tax, Taxation and taxation** shall be construed accordingly.

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## 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 OF INSURANCES DATED THE 21st MAY 2002 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NBB SUMBURGH LEASE CO.LTD 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 31st MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JUNE 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —