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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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395

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)

For official use

Company number

Name of company

* BRITISH AIRWAYS PLC, a company incorporated under the laws of England and Wales (the "Mortgagor")

Date of creation of the charge

25 February 2002

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

Aircraft Mortgage dated 25 February 2002 (the "Mortgage") between the Mortgagor and the Mortgagee (as defined below).

Amount secured by the mortgage or charge

See Part II of the attached schedule.

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

Albion Capital Corporation S.A. (the "Mortgagee") a company incorporated in Luxembourg whose registered office is at 7, Val Sainte-Croix, L-1371, Luxembourg

Postcode

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

Lovells
65 Holborn Viaduct
London
EC1A 2DY

A6MG/N1643.00069/984222

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

L759C92T

0407
13/03/02

Short particulars of all the property mortgaged or charged

As specified in Part III of the attached Schedule.

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)

n/a

Signed

Lovell s

Date

March 2002

On behalf of ~~XXXXXX~~ [company] ~~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

PART I

Definitions

In this Form 395 the words below have the following meanings:

"Aircraft" means:

- (a) the Airframe;
- (b) the Engines; and, where the context permits,
- (c) the Technical Records;

"Airframe" means:

- (a) the Boeing 757-236 airframe with Manufacturer's serial number 24266 and current registration mark G-BMRH; and
- (b) any and all Parts, so long as they are incorporated in or installed on or attached to such airframe or so long as the Mortgagor owns them after removal from such airframe.

"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 the State of Registration; or
- (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft or any part thereof;

"BA Collection Account" means the US Dollar bank account opened in the name of the Mortgagor with BTM Trust Company Limited in New York with the account number 310057663;

"Charge over Accounts" means a security agreement made between the Mortgagor and the Mortgagee in respect of the BA Collection Account;

"Companion Mortgages" means the eleven first priority mortgages dated 25 February 2002 made between the Mortgagor and the Mortgagee in respect of certain aircraft;

"Contracts" means each of the Sale and Purchase Agreements dated 4 October 1999, as amended, novated or otherwise modified from time to time, made between the Mortgagor as seller and the Debtors as buyer relating to the sale of the Aircraft and other Boeing 757-236 Aircraft;

"Debtor Guarantor" means The Boeing Company, a Delaware corporation;

"Debtors" means Boeing Capital Services Corporation, a Delaware incorporated subsidiary of the Debtor Guarantor and BCC (Aircraft Acquisitions) Limited, a subsidiary of Boeing Capital Corporation incorporated in England Wales (registration number 03830065);

"Deed of Covenant" means a deed of covenant dated 1 February 2002 made between the Mortgagee and the Mortgagor;

"Designated Receivables List" means the list of Receivables which the Mortgagor offers to sell to the Mortgagee, scheduled to the Offer as Schedule 1;

"Engines" means:

- (a) each of the two Rolls-Royce RB211-535C37 engines installed on the Aircraft at the date of the Offer having the manufacturer's serial numbers 30053 and 30017;
- (b) any and all Parts, so long as they are incorporated in or installed on or attached to any such engine or so long as the Mortgagor owns them after removal from any such engine; and, where the context permits;
- (c) the Technical Records, relating to such engines and all of their Parts;

"Insurances" means any and all contracts or policies of insurance required to be effected and maintained in accordance with Schedules 4 and 5 of the Deed of Covenant and includes, where the context so admits, any relevant reinsurances;

"Lessee" shall have the meaning given to it in paragraph 1.1 of Schedule 2 to the Deed of Covenant;

"Nominal Amount" means, with respect to any Receivable, the amount set opposite it in the column entitled "Nominal Amount" in the annex to the Offer;

"Offer" means the offer of even date made by the Mortgagor to the Mortgagee to sell, assign and transfer the beneficial interest in the Receivables set out in the Designated Receivables List scheduled to such Offer;

"Operative Documents" means (i) each of the Offer, the Deed of Covenant, the Security Deed and the Security Documents and (ii) (a) any other document, instrument or memorandum annexed to any of the documents referred to in (i) above and (b) any notice or acknowledgement referred to in or required pursuant to the terms of any of the documents referred to in (i) above;

"Outstanding Amounts" means each amount which has become due and payable (whether following demand or otherwise) from the Mortgagor to the Mortgagee pursuant to the provisions of the Operative Documents;

"Parts" means all appliances, accessories, computers, instruments, assemblies, modules, components and other items of equipment which are part of or are installed on any of the Airframe or the Engines at the date of creation of the Mortgage or any appliances, accessories, computers, instruments, assemblies, modules, components and other items of equipment installed on any of the Airframe or the Engines in accordance with the Deed of Covenant by way of replacement for such appliances, accessories, computers, instruments, assemblies, modules, components and other items of equipment or any previous such replacements;

"Receivable" means the obligation of a Debtor or the Debtor Guarantor to pay an amount equal to the Nominal Amount pursuant to a Contract being part of the purchase price of the Aircraft to which such amount relates;

"Secured Obligations" means:

- (a) the payment by the Mortgagor to the Mortgagee as and when due, whether by demand or otherwise, of the Outstanding Amounts; and

- (b) the due and punctual performance of all other obligations to be performed by the Mortgagor in relation to the Aircraft, whether actual or contingent, under or pursuant to the Deed of Covenant and the Security Documents;

"Security Assignment" means two security assignments granted or to be granted by the Mortgagor in favour of the Mortgagee incorporating, inter alia, assignments of the benefit of the Contracts, certain guarantees and the Insurances;

"Security Deed" means the security deed dated 31 January 2002;

"Security Documents" means, together (i) the Mortgage, the Companion Mortgages, the Charge over Account, the Security Assignments and the Security Power of Attorney, (ii) (a) any other instrument, document or memorandum annexed to any of the documents referred to in (i) above, (b) any notice or acknowledgement referred to in or required pursuant to the terms of any of the documents referred to in (i) above and (c) any document, instrument or memorandum to which the Mortgagor is a party and which is security for the Mortgagor's obligations under the Operative Documents (w) which arises following a restructuring of any or all of the arrangements contemplated by any of the documents referred to in (i) above or (x) which the Mortgagor agrees constitutes a Security Document or (y) which secures the obligations of the Mortgagor under any of the Operative Documents or (z) which is entered into in substitution for or which amends or augments or supplements or varies all or any part of any of the documents referred to in this definition (including this part (ii)(c)(z)) in each case in accordance with the terms of this Deed;

"Security Power of Attorney" means an irrevocable power of attorney dated 31 January 2002 and granted by the Mortgagor to the Mortgagee;

"State of Registration" means the United Kingdom or any other state or territory in which the Aircraft may for the time being be registered pursuant to the Operative Documents;

"Technical Records" means all records, logs, manuals, technical data, tags and other materials and documents supplied to or created by a Lessee or the Mortgagor or required (a) by the Aviation Authority, and/or (b) under the Contract or Deed of Covenant and/or (c) in accordance with the customary prudent operating practices of major scheduled airlines, together with all replacements, additions, revisions and renewals from time to time made to them in accordance with the provisions of the Mortgage, to be maintained by the Mortgagor relating to the Aircraft, its condition, maintenance, repair and modification.

PART II

Amount Secured by Mortgage

The Secured Obligations

PART III

Particulars of Property Mortgaged

By clause 3.1 of the Mortgage the Mortgagor with full title guarantee mortgaged and charged the Aircraft to the Mortgagee by way of first priority mortgage and charge in favour of, and to the order of, the Mortgagee.

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 AIRCRAFT MORTGAGE DATED THE 25th FEBRUARY 2002 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALBION CAPITAL CORPORATION S.A. 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 13th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MARCH 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

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1051
x13