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CHFP041

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

* Insert full name
of company

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 RECEIVED

15 FEB 2002

395

To the Registrar of Companies

(Address overleaf - Note 6)

For official use Company number

Name of company

408

177777

* British Airways Plc (the *Lessee*)

Date of creation of the charge

14 February 2002

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

Deed of Assignment dated 14 February 2002 between the Lessee and Flugzeug Limited (the *Lessor*) (the
Assignment)

Amount secured by the mortgage or charge

All moneys from time to time due and owing, whether actually or contingently, by the Lessee to the Lessor
under the Lease and the other Transaction Documents (the *Secured Indebtedness*).

Capitalised terms have the same 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

Flugzeug Limited, 2nd Floor, George's Dock House, International Financial Services Centre, Dublin 1,
Ireland

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

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Time critical reference
2BA395.olf



LD3
COMPANIES HOUSE

LSH58CJ

0475
15/02/02

Short particulars of all the property mortgaged or charged

All Lessee's rights, title and interest, present and future, to, and in respect of proceeds arising, under:

(a) all Insurances in respect of all risks of physical loss or damage (including, but not limited to, war risks) effected in relation to the Aircraft and all benefits thereof (but for the avoidance of doubt the Assignment 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 (provided that, unless and until the Aircraft becomes a Total Loss, the assignment of Requisition Compensation shall be subject to the prior entitlement of the Lessee under Clauses 19.2 and 19.4 of the Lease).

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

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 Smiths & Wigglesworth

Date 15/2/2

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

Acceptance Certificate means the acceptance certificate signed on behalf of the Lessee pursuant to the Lease;

Aircraft means one Airbus A320-200 aircraft with manufacturer's serial number 1689 and UK registration mark G-EUUB;

Banks means any person or persons from time to time notified by the Lessor to the Lessee as providing finance to the Lessor in respect of its acquisition, ownership or leasing of the Aircraft, whether by way of loan, superior lease or otherwise, in each case following an assignment or transfer pursuant to the Lease;

Insurances means any and all policies and contracts of insurance which are from time to time required under the Lease to be in place or taken out or entered into by or on behalf of the Lessee and/or a sub-lessee for the benefit of the Lessor, the Banks, the Security Trustee, the Lessee and/or a sub-lessee and all benefits thereof (including claims of whatsoever nature and return of premiums);

Lease means the aircraft lease agreement dated 14 February 2002 between the Lessor and the Lessee in respect of the Aircraft;

Payments Letter means the letter dated on or about 14 February 2002 between the Lessor, Lessee and Airbus Industrie GIE in respect of certain payments to be made to Airbus Industrie GIE on the delivery date;

Purchase Agreement means the amended and restated purchase agreement dated 4 October 1999 between Airbus Industrie GIE and the Lessee in respect of, inter alia, the Aircraft;

Purchase Agreement Assignment means the assignment of the Purchase Agreement in relation to the Aircraft only dated 14 February between the Lessee and the Lessor;

Requisition Compensation means all moneys or other compensation from time to time payable or paid in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft;

Security Trustee means any person from time to time notified by the Lessor to the Lessee as the security trustee for the Banks following any assignment or transfer pursuant to the Lease;

Total Loss in relation to the Aircraft shall mean:

- (i) actual or constructive or agreed total loss thereof; or
- (ii) requisition for title, requisition for hire, forfeiture or any compulsory acquisition whatsoever thereof (but in the case of requisition for hire only if the same results in an insurance settlement on the basis of a total loss) by any governmental or other competent authority or by any person acting by or purporting to act by the authority of the same; or
- (iii) as a result of any law, rule, regulation, order, decree or other action by any governmental body having jurisdiction, the use thereof for air transportation

of persons having been prohibited for a period of three (3) consecutive months; or

- (iv) the theft, expropriation, appropriation, requisition for title or use, restraint, detention, confiscation, seizure or hi-jacking of the Aircraft which shall have resulted in the loss of possession thereof by the Lessee or any sub-lessee for one hundred and eighty (180) consecutive days or, if the insurers agree in writing that any of the events in (i) have occurred in respect of the Aircraft, the period ending on the date on which the insurers so agree; or
- (v) the Aircraft not having been heard of for thirty (30) consecutive days; and

Transaction Documents means the Lease, the Acceptance Certificate, the Assignment, the Purchase Agreement Assignment, the Payments Letter and any other documents that the parties to the Lease agree in writing should be Transaction Documents.

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 DATED THE 14th FEBRUARY 2002 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FLUGZEUG LIMITED 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 15th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2002.

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES