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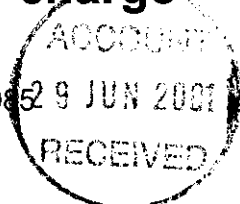
* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C.00400074

395



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

177777

Name of company

*BRITISH AIRWAYS plc (the "Company")

Date of creation of the charge

11 June 2001

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

Assignment of Insurances (the "Assignment of Insurances") relating to one (1) Boeing Model 777-236 Aircraft with msn 29967 and UK Registration Mark G-VIIY (the "Aircraft")

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

PGT/AA10218/docs/395-assign-
G-VIIY.doc

Time critical reference

For official Use
Mortgage Section

Post room



LD9
COMPANIES HOUSE

0992
29/06/01

Amount secured by the mortgage or charge

All moneys from time to time due and owing, whether actually or contingently, by the Company to the Owner (as defined below) under the Lease (as defined below) and the other BA Documents (as defined below) (the "Secured Indebtedness").

"Aircraft Novation Agreement" means the aircraft novation agreement dated 22 October 1999 between Boeing, Royal Bank of Scotland (Industrial Leasing) Limited (the "Original Owner") and the Company;

"BA Documents" means the Lease, the Assignment of Insurances, the Aircraft Novation Agreement, the BFE Sale Agreement, the Novation Agreement and any other documents the parties hereto agree should be BA Documents;

"BFE" means the buy furnished equipment identified in the BFE Sale Agreement;

"BFE Sale Agreement" means the agreement of 22 October 1999 pursuant to which the Company has agreed to sell the BFE to the Original Owner, and the Original Owner has agreed to purchase the BFE from the Company;

"Boeing" means The Boeing Company, a Delaware corporation; and

"Lease" means a lease agreement dated 22 October 1999 between the Original Owner and the Company as novated and amended by a novation agreement dated 1 June 2001 between the Original Owner, the Owner and the Company (the "Novation Agreement") to be a lease agreement between the Owner and the Company.

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

W.&G. Industrial Leasing Limited, The Quadrangle, The Promenade, Cheltenham, Gloucester GL50 1PX (the "Owner").

Short particulars of all the property mortgaged or charged

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

(A) all Insurances (as defined below) 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 of Insurances 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 (as defined below) relating to the Aircraft (Provided that, unless and until the Aircraft becomes a Total Loss (as defined below), the assignment of Requisition Compensation contained in the Assignment of Insurances shall be subject to the prior entitlement of the Company under clauses 19.2 and 19.4 of the Lease);

"Insurances" means any and all policies and contracts of insurance required to be effected and maintained under the Lease;

"Requisition Compensation" means all moneys or other compensation from time to time receivable by the Owner, the Company or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft;

Short particulars of all the property mortgaged or charged

"Sub-Lessee" means any person to whom the Company sub-leases, charters, hires or otherwise parts with possession and/or operational control of the Aircraft in accordance with Clause 13 of the Lease;

"Total Loss" in relation to the Aircraft shall mean:

- (i) actual or constructive or agreed or arranged 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 six (6) consecutive months; or
- (iv) the theft, expropriation, appropriation, requisition for use, restraint, detention, confiscation, seizure or hi-jacking of the Aircraft which shall have resulted in the loss of possession thereof by the Company or any Sub-Lessee for one hundred and eighty (180) consecutive days or such longer period as the Owner may agree in writing; or
- (v) the Aircraft not having been heard of for thirty (30) consecutive days.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Norton Rose

Date

29/06/01

On behalf of company

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.



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 ASSIGNMENT OF INSURANCES DATED THE 11th JUNE 2001 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO W.&G. INDUSTRIAL LEASING LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE LEASE AND THE OTHER BA DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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