

# M

CHFP041

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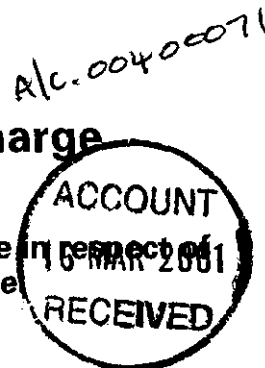
\* Insert full name  
of company

## 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



# 395

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

For official use Company number

Name of company

359

1 777 777

\* British Airways Plc, whose registered office is at PO Box 365, Waterside, Harmondsworth UB7 0GB,  
England (the *Borrower*)

Date of creation of the charge

8 March 2001

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

Mortgage Deed between the Borrower and Kreditanstalt für Wiederaufbau (the *Security Trustee*) (the  
*Mortgage*).

Amount secured by the mortgage or charge

All moneys owing, whether actually or contingently, by the Borrower under the Transaction Documents and  
all Expenses (*Secured Indebtedness*).

Capitalised terms 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

Kreditanstalt für Wiederaufbau  
Palmergartenstrasse 5 - 9  
D-60325 Frankfurt am Main  
Germany

Postcode

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

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

Time critical reference

For official use  
Mortgage section

Post room



LD7  
COMPANIES HOUSE

0184  
16/03/01

Short particulars of all the property mortgaged or charged

The Mortgaged Property being:

(a) the Borrower's present and future right and title to and interest in the Aircraft and the proceeds of sale of the Aircraft;

(b) all the Borrower's right, title and interest, present and future, to and in respect of proceeds arising, under:

(i) 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;

(ii) any Requisition Compensation relating to the Aircraft;

and all benefits thereof (including, without limiting the generality of the foregoing, the benefit of all powers and remedies for enforcing all claims relating to the same).

[See Continuation Sheet]

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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)

Signed Fretzfeldt Bruckhaus Deringer

Date 16 March 2001

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.

Short particulars of all the property mortgaged or charged (continued)

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The Borrower covenants with the Security Trustee that, throughout the Security Period, save as constituted by or permitted under the Mortgage or the Loan Agreement, it will retain such title to the Mortgaged Property as shall have been vested in the Borrower on the Delivery Date and will not itself throughout the Security Period, knowingly create any Liens (other than Permitted Liens) over the Mortgaged Property or any of it.

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

Capitalised terms not otherwise defined have the meanings given to them in the Schedule of Defined Terms attached to this Form 395

**BRITISH AIRWAYS PLC**  
**SCHEDULE – FORM 395/MORTGAGE**

**Defined Words and Expressions**

**Advance** means the advance to, and borrowing by, the Borrower pursuant to the Loan Agreement;

**Advance Date** means the date on which the Advance is or is to be made available to the Borrower in accordance with the Facility Agreement and the Loan Agreement;

**Affiliate** means, in relation to a person, a direct or indirect Subsidiary of such person or the ultimate Holding Company of such person or any direct or indirect subsidiary of such ultimate Holding Company;

**Agent** means Kreditanstalt für Wiederaufbau in its capacity as facility agent or any successor agent appointed pursuant to the Loan Agreement;

**Airbus** means Airbus Industrie G.I.E., a groupement d'intérêt économique formed under the laws of France;

**Aircraft** means the A-319-100 aircraft with manufacturer's serial number 1440 and registration mark G-EUPW, and, in respect of such aircraft, the Associated Engines (whether or not installed thereon) for such aircraft together with (i) the Buyer Furnished Equipment, (ii) any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Borrower and any of the same title to which remains in the Borrower after removal from such aircraft, (iii) all Manuals and Technical Records, and (iv) insofar as the same belong to the Borrower, all substitutions, replacements or renewals from time to time made in or to such aircraft and to the items referred to in (i) and (ii) above or to any part thereof but **Aircraft** excludes any item of equipment installed on the Aircraft pursuant to clause 15.2 or clause 15.3 of the Loan Agreement (attached hereto as Annex B) and, unless the context otherwise requires, references to the **Aircraft** include any part thereof;

**Aircraft Purchase Agreement** means the amended and restated purchase agreement between Airbus and the Borrower dated 4 October, 1999 whereby Airbus agreed to sell and the Borrower agreed to purchase A319-100, A320-200 and A321-200 aircraft including the Aircraft (excluding Buyer Furnished Equipment) to be manufactured by Airbus in accordance with said purchase agreement including the Exhibits A, B, C, D, E and F thereto, as such agreement may be amended and/or supplemented from time to time by any subsequent change orders, letter agreements or other instruments;

**Associated Engines** means each of the engines manufactured by IAE which are contracted to be supplied with the Aircraft and installed thereon at the Delivery Date and each replacement for any of such engines title to which is required, pursuant to the terms of the Transaction Documents, to be transferred to the owner of the Aircraft against transfer of title to the engine being replaced, but excluding any of such engines, title to which, at any relevant time, is not required, pursuant to the terms of the Transaction Documents, to be vested in the owner of the Aircraft;

**Aviation Authority** means all and any of the authorities, government departments, committees or agencies which under applicable law of the State of registration may 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 Initial Bank and other institution which, after the date of the Loan Agreement, shall become a Transferee in accordance with the Loan Agreement, and their respective successors in title but excludes any such person who at the relevant time has transferred all its rights and obligations under the Transaction Documents and **Bank** means any one of them;

**Beneficiaries** and **Beneficiary** means all or, as the case may require, any of the Banks, the Agent and the Security Trustee;

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for business (other than for the conduct of business in Euros only) in London and Frankfurt;

**Buyer Furnished Equipment** or **BFE** means all standard buyer furnished equipment installed, or to be installed, on the Aircraft prior to its introduction to commercial service or shortly thereafter;

**Delivery Date** means the date on which the Borrower accepts, and obtains title to the Aircraft, excluding Buyer Furnished Equipment, from Airbus under or pursuant to the Aircraft Purchase Agreement;

**Euros** means the single currency introduced by the European Economic Monetary Union (EMU) and the substitution of the national currencies of the member states participating in EMU at conversion rates officially fixed by the Council of the European Union;

**Event of Default** means any one of the events or circumstances described in clause 20 of the Loan Agreement (attached hereto as Annex E)

**Expenses** means all out-of-pocket expense and fees (including legal fees) incurred by the Agent or the Security Trustee in the performance of its role as agent and security trustee under the Transaction Documents for the payment or reimbursement of which the Borrower is liable under any of the Transaction Documents;

**Facility Agreement** means the Long Term Facility Agreement dated 29 September 2000 and made between the Borrower and the Initial Bank;

**Holding Company** has the meaning given to that expression in Section 736 of the Companies Act 1985;

**IAE** means IAE International Aero Engines AG;

**Initial Bank** means Kreditanstalt für Wiederaufbau in its capacity as lender;

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

**Lease** means any lease, charter, hire or other similar arrangement whereby the Borrower parts with operational control of the Aircraft in accordance with clause 14 of the Loan Agreement (attached hereto as Annex A);

**Lessee** means any person to whom the Borrower leases, charters or hires the Aircraft;

**Lien** means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, right in rem, security interest, right of detention and any other encumbrance, security agreement or arrangement securing any obligation of any person;

**Loan Agreement** means the agreement dated 6 March 2001, entitled Loan Agreement and entered into between the Security Trustee as Initial Bank, Agent and Security Trustee and the Borrower pursuant to which the Security Trustee agreed to make available to the Borrower a loan facility to assist the Borrower in financing the purchase of the Aircraft;

**Manuals and Technical Records** means, in respect of the Aircraft, all appropriately approved records, logs, manuals, technical data and other materials and documents relating to the Aircraft which, from time to time, are required to comply with regulations and requirements of the Aviation Authority;

**Manufacturer** means each of Airbus and IAE;

**Mortgaged Property** means all the property from time to time assigned or charged to the Security Trustee pursuant to Clause 2.1 of the Mortgage by way of security for the Secured Indebtedness under the Mortgage and includes any part of the same;

**Outstanding Balance** means, in relation to the Advance, as at any relevant date or time, the outstanding principal balance at the Advance at such date or time;

**Permitted Lien** means:

- (i) any Lien for the fees or charges of any airport or air navigation authority or any supplier's, mechanic's, workman's, repairer's, employee's or like Lien arising in the ordinary course of business by statute or by operation of law, in each case for amounts:
  - (a) the payment of which is not yet due and payable;
  - (b) which are not overdue for payment having regard to the custom of the relevant trade;
  - (c) which if due and payable and overdue for payment, are being disputed or contested in good faith by appropriate proceedings so long as the likely result thereof will not materially adversely affect the interest of any of the Beneficiaries in the Aircraft or any Associated Engine; or
  - (d) which the Borrower or any Lessee is unable to pay because it is restrained from doing so by exchange control or other applicable regulations **PROVIDED THAT** an equal amount of cash has been deposited in an interest earning bank account on terms that it will be released and applied in discharge of such Lien once such restraints are lifted; or
- (ii) any Lien created or evidenced by any of the Transaction Documents; or
- (iii) any other Lien (other than a Lien referred to in (i) and (ii) above) of which the Borrower does not have knowledge at the time when the expression **Permitted Lien** is applicable under the Loan Agreement;

**Repayment Date** means the fifteenth anniversary of the Advance Date provided that if such date shall not be a Business Day the Repayment Date shall be the next succeeding Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not one);

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

**Security Documents** means the Mortgage and any further documentation relating to the Aircraft which constitutes security or further security given by the Borrower to the Security Trustee as security for the Secured Indebtedness;

**Security Period** means the period commencing on the date of this Mortgage and terminating upon the date upon which the Borrower becomes entitled to request the release of the mortgages and charges created by the Mortgage in accordance with clause 2.4 of the Mortgage;

**State of Registration** means the United Kingdom or any other state or territory from time to time whose Aviation Authority the Aircraft is registered in accordance with the provisions of Clause 17.2 of the Loan Agreement (attached hereto as Annex C);

**Sterling** means at any relevant time the lawful currency of the United Kingdom and in respect of all payments to be made in Sterling means funds which are for same day value;

**Subsidiary** has the meaning given to that expression in Section 736 of the Companies Act 1985;

**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 or other action by any governmental body having jurisdiction, the use thereof for air transportation of persons having been prohibited for six 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 Borrower or any Lessee for the time being of the Aircraft, for 180 consecutive days or such longer period as the Banks may agree in writing; or
- (v) the Aircraft not having been heard of for thirty consecutive days;

***Transaction Documents*** means the Loan Agreement, the Security Documents, all notices of assignment and acknowledgements thereof required to be given or procured pursuant to any of the above and such further documentation and any other documents which the parties agree should be Transaction Documents.

## Annex A

### *Loan Agreement*

Capitalised terms used herein unless otherwise defined have the same meaning given to those terms ascribed in the Schedule of Defined Terms.

#### **14 Leasing**

##### **14.1 Leasing**

The Borrower may, subject as hereinafter provided, at any time during the Security Period, lease the Aircraft or charter, hire or otherwise part with the operational control of the Aircraft provided however that:

- (A) the Borrower shall give notice to the Agent of the identity of any Lessee and the duration of any Lease;
- (B) the rights of the Security Trustee under the Mortgage shall not be prejudiced or impaired thereby or by any related change in the registration of the Aircraft occasioned thereby (taking into account such valid insurances as may have been effected to ameliorate any such actual or perceived prejudice;
- (C) no such Lease of the Aircraft shall:
  - (i) unless otherwise agreed by the Banks, be for a period ending after the Repayment Date;
  - (ii) be otherwise than on the terms that the same would be subject and subordinate to the relevant terms of this Agreement and the Mortgage and to the rights of the Security Trustee thereunder;
  - (iii) be to a person who at the time of entering into the Lease is resident or domiciled in or has the operating base in any country with which at the relevant time the United Kingdom or Germany does not have diplomatic relations or which at such time is subject to any United Kingdom or German governmental restrictions as to the export of equipment of the same type as the Aircraft or is subject of any applicable and material restriction as to the operation of commercial aircraft imposed by the government of the United Kingdom or Germany; or
  - (iv) permit the Lessee to sub-lease except to an Affiliate of the Borrower and on terms complying with the provisions of this clause 14.
- (D) the insurance arrangements in respect of the Aircraft during the period of such Lease shall comply with the provisions of clause 18 and schedule 4 or shall otherwise be acceptable to the Agent;
- (E) the Agent (acting reasonably) shall be satisfied that the arrangements for maintenance of the Aircraft during the Lease will result in the Aircraft being maintained to a comparable standard to that of the Borrower or any deficiency will be rectified by the Borrower at the end of the Lease; and

- (F) notwithstanding any Lease, the Borrower shall at all times remain liable to duly and fully perform, discharge, observe, bear and comply with all of the obligations, liabilities, undertakings and risk or procure the due and full performance, discharge and observance of and compliance with all of the obligations, liabilities and undertakings agreed to be performed, discharged, observed, borne and complied with by the Borrower under or pursuant to this Agreement and the Mortgage. Performance of any of the Borrower's obligations hereunder by the Lessee shall constitute performance by the Borrower.

**14.2 Prohibition**

Save in accordance with clause 14.1, and save for confiscation or requisition thereof, the Borrower covenants that it shall not lease, charter, hire or otherwise part with operational control of the Aircraft.

## Annex B

### *Loan Agreement*

Capitalised terms used herein unless otherwise defined have the same meaning given as those terms ascribed in the Schedule of Defined Terms.

#### **15.2 Temporary installation of substitute equipment or engine**

The Borrower and any Lessee shall be entitled, at any time prior to the occurrence of an Event of Default notice of which has been given by the Agent pursuant to clause 21.1 to install any engine or item of equipment on the Aircraft by way of substitution, replacement, renewal or mandatory modification, notwithstanding that such installation is not in accordance with clause 15.1(F) (attached hereto as Annex D) if:

- (i) an engine or item of equipment complying with the requirements of clause 15.1(F) (in this clause 15.2, a ***Suitable Replacement***) shall not have been available at the time and place that such engine or item of equipment was required to be installed on the Aircraft; and
- (ii) it would have resulted in an unreasonable disruption of the operation of the Aircraft and/or the business of the Borrower or of the Lessee concerned as an airline to have the Aircraft grounded until such time as a Suitable Replacement became available for installation in the Aircraft; and
- (iii) as soon as practicable after installation of the same on the Aircraft but no later than the Repayment Date or any earlier date on which the Outstanding Balance shall be repayable, the Borrower shall ensure or shall procure that the Lessee shall ensure that any such engine or item of equipment not complying with the requirements of clause 15.1(F) is removed and replaced or substituted by a Suitable Replacement.

#### **15.3 Installation not in substitution**

The Borrower and any Lessee shall be entitled at any time prior to the occurrence of an Event of Default notice of which has been given by the Agent pursuant to clause 21.1 to install in, or attach to, the Aircraft any additional item of equipment which is not required to be installed in compliance with clause 15.1 or which is not in substitution or replacement of any item then installed in, or attached to, the Aircraft and which does not adversely affect the performance or airworthiness of the Aircraft or the open market value of the Aircraft and whose installation or attachment does not prejudice the Insurances. Any such additional item may be removed by the Borrower or any Lessee at any time on the Borrower or Lessee making good any damage to the Aircraft caused by its installation, attachment or removal.

## Annex C

### *Loan Agreement*

Capitalised terms used herein unless otherwise defined shall have the same meaning given to those terms in the Schedule of Defined Terms.

#### **17.2 Registration of Aircraft**

Throughout the Security Period, the Borrower shall at all times maintain the registration of the Aircraft on the United Kingdom Register of Civil Aircraft in the name of the Borrower as owner or in the name of the Lessee as charterer by demise for the duration of the relevant Lease or, if appropriate and only as permitted under clause 14 on the Register of Civil Aircraft in the jurisdiction of any Lessee for the duration of the relevant Lease.

The Borrower will supply a copy of the certificate of registration to the Agent within 30 days hereof.

## Annex D

### *Loan Agreement*

Capitalised terms used herein unless otherwise defined have the same meaning given to those terms as ascribed in the Schedule of Defined Terms.

#### *15.1 (F)*

##### *(F) Installation of equipment and Associated Engines*

save for the purpose of carrying out any mandatory modification, [the Borrower undertakes with the Beneficiaries that throughout the Security Period it will, or will procure that the Lessee will] ensure that, save in accordance with clause 15.2 or 15.3, no substitution, replacement, renewal or addition shall be made in or to the Aircraft unless it is an item of the same equivalent make or model or an improved or advanced version thereof, of at least equivalent utility, condition and value to the item for which it is substituted or which it replaces and is owned by it free from Liens (other than Permitted Liens). Upon any such substitution, replacement, renewal, mandatory modification or addition being effected, it shall ensure that the Manuals and Technical Records are promptly amended accordingly;

## Annex E

### *Loan Agreement*

Capitalised terms used herein unless otherwise defined have the same meaning as those terms ascribed in the Schedule of Defined Terms.

#### **20. Events of Default**

There shall be an Event of Default if:

- (a) the Borrower fails to pay any sum payable by it to the Banks or the Agent or the Security Trustee under and in the manner required by the Transaction Documents to which it is a party (i) within 3 Business Days of the due date and such failure to pay continues for 3 Business Days after notice of such failure has been given by the Agent to the Borrower or (ii) in the case of sums payable on demand, within 10 Business Days of demand on the Borrower and such failure shall continue for 3 Business Days after notice of such failure has been given by the Agent to the Borrower except where any such failure as aforesaid arises as a result of the making of such payment becoming unlawful or illegal by reason of any change in or introduction of any applicable law or the interpretation or application thereof, in which case clause 8 shall apply; or
- (b) the Borrower fails to obtain and/or maintain the Insurances in accordance with the Transaction Documents provided that the foregoing shall not constitute an Event of Default if (i) the Aircraft is grounded and stored at all times during such period; and (ii) the Aircraft continues to be covered during such period by such Insurances as best industry practice dictate while it is in storage for an amount not less than the Outstanding Balance; or
- (c) the Borrower commits any breach of or omits to observe any of its obligations or undertakings (other than those referred to in clauses 20(A) and (B) above) under any of the Transaction Documents and, in respect of any such breach or omission which is capable of remedy, it shall not have been remedied by the Borrower within 30 days of receipt by the Borrower of notice from the Agent requiring the same to be remedied and such breach or omission shall materially adversely affect the rights of the Beneficiaries under any of the Transaction Documents except where any such breach or omission arises as a result of the performance of any such obligations or undertakings becoming unlawful or illegal by reason of any change in, or introduction of any applicable law or the interpretation or application thereof, in which case clause 8 shall apply; or
- (d) any representation or warranty made, or deemed to be repeated, by the Borrower in or pursuant to any of the Transaction Documents or in any document or certificate or statement referred to in or delivered under any of the Transaction Documents is, or proves to have been, incorrect in any material respect when made or deemed repeated and, in consequence thereof the rights of any of the Beneficiaries under any of the Transaction Documents are materially adversely affected except where any such representation or warranty made or deemed to be repeated is or proves to be incorrect by reason of any change in or introduction of any applicable law or in the interpretation or application thereof in which case clause 8 shall apply; or
- (e) except where the same arises as a result of any change in or introduction of any applicable law or in the interpretation or application thereof (in which case clause 8

shall apply) any consent, authorisation, licence, approval of, or registration with, or declaration to governmental or public bodies or authorities or courts, required by the Borrower to authorise, or required by the Borrower in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of any of the Transaction Documents or the performance by the Borrower of its obligations under any of the Transaction Documents, is modified in a manner which materially and adversely affects the rights of any of the Beneficiaries under any of the Transaction Documents or is not granted, or is revoked, terminated or expires and is not renewed or otherwise ceases to be in full force and effect so that, in consequence thereof, in the reasonable opinion of the Agent, such rights of any of the Beneficiaries are materially adversely affected; or

- (f) an encumbrancer takes possession or a receiver or similar officer is appointed over the whole or substantially the whole of the assets, rights or revenues of the Borrower or a distress, execution, sequestration or other process is levied or enforced upon or sued out against substantially the whole of the assets, rights or revenues of the Borrower and is not discharged, dismissed or stayed within 60 days and, in the case of any such distress, execution, sequestration or other process, the same is such as shall in the reasonable opinion of the Agent materially adversely affect the rights of the Beneficiaries under any of the Transaction Documents; or
- (g) the Borrower is adjudicated or found bankrupt or insolvent, or any order is made by any competent court or a resolution is passed by the Borrower for the winding up or dissolution of the Borrower (other than for the purposes of a merger, reconstruction or amalgamation of the Borrower whilst the Borrower is able to pay its debts as they fall due) or for the appointment of a liquidator, or of a trustee, administrator or conservator, of the assets, rights or revenues of, the Borrower or a petition is presented for the appointment of an administrator or conservator of the whole or substantially the whole of the Borrower's assets, rights or revenues and, in the reasonable opinion of the Agent, such petition is likely to result in an order being made or if any such order is actually made in respect of the Borrower; or
- (h) where no Total Loss has occurred, the Aircraft is arrested, confiscated, seized, taken in execution, impounded, forfeited, detained in exercise or purported exercise of any possessory lien or other claim, or otherwise taken from the possession of the Borrower or any Lessee in circumstances other than those covered by the Insurances and the Borrower shall fail to procure the release of the Aircraft within a period of 180 days; or
- (i) the Borrower ceases or threatens to cease to be a major commercial air carrier operating on international schedule routes; or
- (j) any Advance (as defined in the Facility Agreement) made pursuant to the Facility Agreement by way of Loan Utilisation (as defined therein) is declared due and payable by reason of the occurrence of an Event of Default as defined in the loan agreement under which such Advance is made.

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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 MORTGAGE DEED DATED THE 8th MARCH 2001 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KREDITANSTALT FUR WIEDERAUFBAU UNDER THE TRANSACTION DOCUMENTS (AS DEFINED) AND ALL EXPENSES (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MARCH 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —