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COMPANIES FORM No. 395

AIC 004 000 71

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



Please do not
write in
this margin

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

* Insert full name
of company

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

For official use Company number

Name of company

351

1777 777

* British Airways Plc (the *Borrower*)

Date of creation of the charge

24 November 2000

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

04 Mortgage 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 (the *Secured Indebtedness*).

Please see attached Schedule for definitions.

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

Kreditanstalt für Wiederaufbau
Palmengartenstrasse 5-9
D-060325 Frankfurt am Main
Germany

Postcode

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

Freshfields Bruckhaus Deringer
65 Fleet Street
London EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE

For official use
Mortgage section



Time critical reference
BM100

Short particulars of all the property mortgaged or charged

The Mortgaged Property, being:

1. The Owner's present and future right and title to and interest in the Aircraft and to any proceeds of sale of the Aircraft,
2. The Owner's right, title and interest, present and future, 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
 - (b) 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 such Insurances and to such Requisition Compensation).

Please see attached Schedule for definitions.

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)

Signed Frank Field Emmanuel Deringer Date 4/12/00
On behalf of company/mortgagee/chargee

Notes.

*Delete as appropriate

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.

BRITISH AIRWAYS PLC
SCHEDULE – FORM 395/MORTGAGE

Defined Words and Expressions

Agent means Kreditanstalt für Wiederaufbau in its capacity as agent;

Aircraft means the A-319-100 aircraft with manufacturer's serial number 1239 and registration mark G-EUPL, and, in respect of such aircraft, the *Associated Engines* (whether or not installed) 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 14.2 of the Lease and the proviso to clause 16.2 of the Lease 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 the Manufacturer and the Borrower dated 4 October, 1999 whereby the Manufacturer 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 the Manufacturer in accordance with such 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;

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 the Manufacturer under or pursuant to the Aircraft Purchase Agreement;

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;

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;

Loan Agreement means the agreement dated 22 November 2000, 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 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 Airbus Industrie G.I.E., a groupement d'intérêt économique formed under the laws of France;

Requisition Compensation means all monies or other compensation from time to time receivable by the Borrower, the Security Trustee 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; and

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.

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 MORTGAGE DATED THE 24th NOVEMBER 2000 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KREDITANSTALT FUR WIEDERAUFBAU ON ANY ACCOUNT WHATSOEVER UNDER THE TRANSACTION DOCUMENTS AND ALL EXPENSES (THE SECURED INDEBTEDNESS) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th DECEMBER 2000.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E