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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

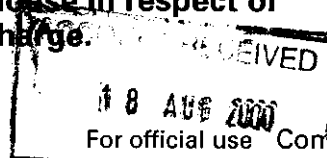
00400071
£10 R/c

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.



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

For official use Company number

Name of company

344

1777777

* British Airways plc (BA)

Date of creation of the charge

1 August 2000 ✓

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

Assignment of Insurances dated 1 August 2000 between Amethyst Leasing Limited (the *Owner*) and BA
relating to one (1) Airbus A319-100, MSN1279 and UK Registration Mark G-EUPO (the *Assignment*).

Amount secured by the mortgage or charge

All moneys from time to time due and owing, whether actually or contingently, by BA to the Owner under the
Lease and the other BA Documents.

Words and expressions defined in this section have the meanings given to them in the Schedule to this Form
395.

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

Amethyst Leasing Limited
Clarendon House Street
PO Box HM1022
Hamilton, Bermuda

Postcode

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

FRESHFIELDS
65 FLEET STREET
LONDON EC4Y 1HS
DX 23 LONDON/CHANCERY
LANEFRESHFIELDS
65 FLEET STREET

For official use
Mortgage section

Post room



COMPANIES HOUSE

18/08/00

Time critical reference
JC01

Short particulars of all the property mortgaged or charged

BA's right, 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 contained in the Assignment of Requisition Compensation shall be subject to the prior entitlement of BA under clauses 19.2 and 19.4 of the Lease).

Words and expressions defined in this section have the meanings given to them in the Schedule 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)

Signed

hshhelds

Date

18/08/00

On behalf of ~~[company]~~ [mortgagee/chargee]*

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.

*Delete as appropriate

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BRITISH AIRWAYS PLC

SCHEDULE – FORM 395/ASSIGNMENT OF INSURANCES

Defined Words and Expressions

Agent means Kreditanstalt für Wiederaufbau in its capacity as agent;

Aircraft means the A319-100 aircraft with manufacturer's serial number 1279 and registration mark G-EUPO, and the Associated Engines (whether or not installed) together with (i) the Buyer Furnished Equipment relating to the Aircraft, (ii) any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Owner and any of the same title to which remains vested in the Owner after removal from such aircraft, (iii) all Manuals and Technical Records, and (iv) insofar as the same belong to the Owner, 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 clause 14.2 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 BA dated 4 October, 1999 whereby the Manufacturer agreed to sell and BA 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 acquired by the Owner pursuant to the Replacement Purchase Agreement whose serial numbers are V10776 and V10804 and each replacement for any of such engines title to which is required, pursuant to the terms of the Lease to be transferred to the owner of the Aircraft against 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 Lease, to be vested in the Owner;

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;

BA Documents means the Lease, the Assignment, the Security Assignment, the Replacement Purchase Agreement, the BFE Agreement and any other documents BA and the Owner agree should be BA Documents;

BFE Agreement means the agreement dated 1 August 2000 between BA and the Owner pursuant to which BA agreed to sell the BFE to the Owner, and the Owner agreed to purchase the BFE from BA;

Buyer Furnished Equipment or **BFE** has the meaning given to it in the BFE Agreement;

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 the lease agreement dated 1 August 2000 between BA and the Owner in respect 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;

Replacement Purchase Agreement means the agreement entitled Replacement Purchase Agreement dated 1 August 2000 and made between Airbus, BA and the Owner which relates to the manufacture and sale of the Aircraft (excluding Buyer Furnished Equipment) between Airbus and the Owner and replaces the terms of the Aircraft Purchase Agreement in respect of the Aircraft on the terms and subject to the conditions set out therein;

Requisition Compensation means all monies or other compensation from time to time receivable by the Owner, BA, 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 Assignment means the security assignment agreement dated 30 June 2000 between the Owner, BA, the Agent and the Security Trustee;

Security Trustee means Kreditanstalt für Wiederaufbau in its capacity as Security Trustee;

Total Loss has the meaning ascribed thereto in clause 18.3 of the Lease.

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 ASSIGNMENT OF INSURANCES DATED THE 1st AUGUST 2000 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AMETHYST LEASING LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE LEASE AND THE OTHER BA DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd AUGUST 2000.

K.C.
G.R.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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