



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

aye
00400071

395

28 JUN 2000

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

339

1777777

* British Airways Plc, a company incorporated in England with registered number 1777777 whose registered office is at Waterside, P.O. Box 365, Harmondsworth UB7 0GB (the *Obligor*)

Date of creation of the charge

30 May 2000

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

Rebate Assignment relating to one Airbus A319-100 aircraft with manufacturer's serial number 1232 with registration mark G-EUPJ (the *Aircraft*)

Amount secured by the mortgage or charge

The obligation of the Obligor to make payment to Airbus and IAE under Clause 12.8 of the Remarketing Agreement. The amount payable under the said Clause 12.8 is an amount (if any) equal to all or part of the Calculation Amount for distribution among the Manufacturers in accordance with their respective Tranche A Percentages.

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

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

AIRBUS INDUSTRIE
1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France

Postcode

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

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

Time critical reference

For official use
Mortgage section

Post room

LD6
COMPANIES HOUSE

L6307R61

0336
08/06/00

Short particulars of all the property mortgaged or charged

All the Obligor's rights, title and interest (present and future), in and to the Calculation Amount payable or paid by the Owner to the Obligor pursuant to clause 3.2(D) and schedule 6 of the Lease on the terms of the Rebate Assignment.

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

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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)

None

Signed Freshfields

Date 8 June 2000

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.

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BRITISH AIRWAYS PLC
Schedule For Rebate Assignment for G-EUPJ
Defined Words and Expressions

Airbus means Airbus Industrie GIE, a *groupement d'intérêt économique* created and existing under French law having its principal office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with the Toulouse *Registre de Commerce* under number RCS Toulouse C 302 609 607;

Calculation Amount means the amount calculated and (subject to Schedule 5, paragraph 13.5 of the Lease) payable by the Owner in accordance with Schedule 5, paragraph 13.4 of the Lease;

IAE means IAE International Aero Engines AG, a joint stock company of unrestricted duration incorporated in Switzerland whose principal office is at 400 Main Street, East Hartford, CT 06108, USA;

Lease means the aircraft lease agreement dated 30 May 2000 between the Owner as lessor and the Obligor as lessee in respect of the Aircraft;

Lease Period means any period during which the Obligor is entitled to the use and possession of the Aircraft as lessee under the Lease;

Manufacturers means Airbus and IAE;

Nominated Purchaser means Amethyst Leasing Limited, a company incorporated in Bermuda;

Owner means Royal Bank of Scotland (Industrial Leasing) Limited of 42 St. Andrew Square, Edinburgh EH2 2YE;

Remarketing Agreement means the remarketing agreement dated 30 May 2000 between, amongst others, the Obligor, Airbus and IAE in relation to the Aircraft;

Secured Obligations means the obligations of the Obligor to make payment to the Beneficiaries under clause 12.8 of the Remarketing Agreement;

Standby Loan Agreement means the loan agreement dated 30 May 2000 between, amongst others, the Obligor, the Owner, the Nominated Purchaser, Airbus, IAE and the banks or other institutions named therein in connection with the Remarketing Agreement; and

Tranche A Percentages means where the Manufacturer (a) is Airbus, 75%, and (b) is IAE, 25%.



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 REBATE ASSIGNMENT RELATING TO ONE AIRBUS A319-100 AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBER 1232 WITH REGISTRATION MARK G-EUPJ DATED THE 30th MAY 2000 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING THE OBLIGATION OF THE OBLIGOR TO MAKE PAYMENT TO AIRBUS AND IAE UNDER CLAUSE 12.8 OF THE REMARKETING AGREEMENT. THE AMOUNT PAYABLE UNDER THE SAID CLAUSE 12.8 IS AN AMOUNT (IF ANY) EQUAL TO ALL OR PART OF THE CALCULATION AMOUNT FOR DISTRIBUTION AMONG THE MANUFACTURERS IN ACCORDANCE WITH THEIR RESPECTIVE TRANCHE A PERCENTAGES (ALL AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JUNE 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

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