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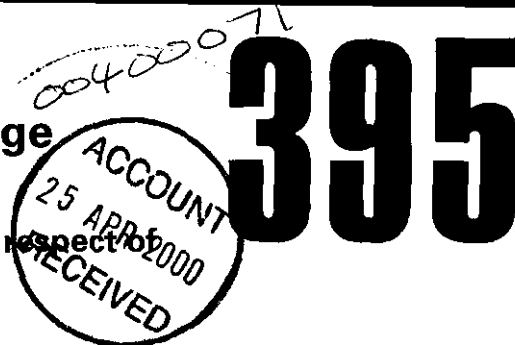
\* Insert full name  
of company

## 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.**



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

For official use Company number

331

1777777

Name of company

\* British Airways Plc

Date of creation of the charge

14 April 2000

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

Rebate Assignment

Amount secured by the mortgage or charge

Any and all monies, debts, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are now, or which may at any time and from time to time hereafter be or become, due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Lessee to a Beneficiary in connection with any of the Reimbursement Agreements.

Capitalised words and expressions used 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

Banca Commerciale Italiana S.p.A., London Branch  
90 Queen Street, London

Postcode EC4N 1SA

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

FRESHFIELDS  
65 FLEET STREET  
LONDON EC4Y 1HS  
DX 23 London/Chancery Lane

For official use  
Mortgage section

Post room



Time critical reference  
Ref: MBC/RWP/27092 BC11

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## Short particulars of all the property mortgaged or charged

All of the Lessee's right, title and interest in and to the Rebate Amounts and all rights and remedies in respect thereof.

Capitalised words and expressions used in this section have the meanings given to them in the Schedule to this Form 395.

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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

*Frankfield*

Date

25 APRIL 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 situated 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  
(COMPANY NUMBER 1777777)**

**SCHEDULE**

**Defined Words and Expressions**

*Accession Undertaking* means an undertaking addressed to the Trustee and to be entered into by any new Beneficiary in the form of Schedule 3 to the Rebate Assignment.

*Aircraft* means one Boeing 747-400 aircraft with manufacturer's serial number 27092 and UK Registration Mark G-CIVA, as more particularly described in the Lease.

*Beneficiaries* means each of the Original Beneficiaries, together with any other bank or financial institution which issues a Letter of Credit and which enters into a Reimbursement Agreement and an Accession Undertaking.

*Lease* means the lease agreement (including the schedules and appendices thereto) dated 22 March 1993 between the Lessor and the Lessee relating to the Aircraft, as amended and restated pursuant to an Amendment and Restatement Agreement dated 14 April 2000 between the Lessee and the Lessor.

*Lessee* means British Airways Plc.

*Lessor* means LBI Leasing Limited, a company incorporated in England with its registered office at 71 Lombard Street, London EC3P 3BS.

*Letters of Credit* means each of the letters of credit issued by an Original Beneficiary in favour of the Lessor and any other letter of credit issued by a bank to replace or supplement such a letter of credit.

*Original Beneficiaries* means Banca Commerciale Italiana S.p.A., London Branch, Christiania Bank og Kreditkasse ASA, London Branch, Commerzbank Aktiengesellschaft, London Branch and Hamburgische Landesbank Girozentrale.

*Rebate Amounts* means all amounts from time to time falling to be paid by the Lessor to the Lessee by way of rebate of rental (or, in accordance with clause 23.4 of the Lease, as sales commission) under or pursuant to the provisions of clause 3.5.1(i)(a)(x) of the Lease and all rights, remedies and benefits accruing or arising in connection therewith.

*Reimbursement Agreement* means any of the reimbursement agreements dated 14 April 2000 between the Lessee and a Beneficiary.

*Trustee* means Banca Commerciale Italiana S.p.A., London Branch.

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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 REBATE ASSIGNMENT DATED THE 14th APRIL 2000 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ANY AND ALL MONIES DEBTS LIABILITIES AND OBLIGATIONS WHICH ARE NOW OR WHICH MAY AT ANY TIME AND FROM TIME TO TIME HEREAFTER BE OR BECOME DUE OWING PAYABLE OR INCURRED OR BE EXPRESSED TO BE DUE OWING PAYABLE OR INCURRED FROM OR BY THE LESSEE TO A BENEFICIARY IN CONNECTION WITH ANY OF THE REIMBURSEMENT AGREEMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

*Handwritten signature*

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