

Particulars of a mortgage or charge

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Please complete
legibly, preferably
in black type, or
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letteringinsert full name
of company

Pursuant to section 395 of the Companies Act 1985

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To the Registrar of Companies

For official use

Company number

1777777

Name of company

308

* BRITISH AIRWAYS Plc whose registered office is at Waterside, PO Box 365,
Harmondsworth, UB7 0GB ("BA")

Date of creation of the charge

8 December 1999

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

An Assignment of Insurances (the "Assignment") made on 8 December 1999 between BA and
the Owner

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

PGT/Z997872/395-EUPD(3).doc

Time critical reference

For official Use
Mortgage Section

Post room



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.

In this form 395:

"Aircraft" means the one Airbus A319-100 having manufacturer's serial number 1142 and UK registration mark G-EUPD, including the two IAE V2522-A5 engines having serial numbers V10647 and V10650 (whether or not installed thereon) together with, (i) the buyer furnished equipment relating to that 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 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 pursuant to clause 14.2 of the Lease and the proviso to clause 16.2 of the Lease and references to "Aircraft" include any part thereof;

"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;

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

"BFE Agreement" means the buyer furnished equipment sale agreement dated 8 December 1999, and made between BA and the Owner;

"Lease" means a lease agreement dated 8 December 1999 and made between the Owner and BA;

"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;

"Replacement Purchase Agreement" means the replacement purchase agreement relating to the Aircraft and made between Airbus Industrie GIE, BA and the Owner on 8 December 1999;

"Security Assignment" means the security assignment relating to the Aircraft and made between the Owner, BA and The Mitsubishi Trust and Banking Corporation dated 8 December 1999;

"State of Registration" means the United Kingdom or any other state or territory from time to time with whose Aviation Authority the Aircraft is registered.

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

Amethyst Leasing Ltd (the "Owner") (not known to have a place of business in England or Wales)

Short particulars of all the property mortgaged or charged

All its rights, 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).

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

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

"Sub-Lessee" means any person to whom BA sub-leases, charters, hires or otherwise parts with possession and/or operational control of the Aircraft in accordance with clause 13 of Lease;

"Total Loss" in relation to the Aircraft shall mean:

(i) actual or constructive or compromised or agreed or arranged total loss thereof including any such total loss as may arise following a requisition for hire; 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, decree or other action by any governmental body having jurisdiction, the use thereof for air transportation of persons having been prohibited for a period of six consecutive months; or

(iv) the theft, expropriation, appropriation, requisition for title or use, restraint, detention, confiscation, seizure or hi-jacking of the Aircraft which shall have resulted in the loss of possession thereof by BA or any Sub-Lessee for one hundred and eighty consecutive days or such longer period as the Owner may agree in writing; or

(v) the Aircraft not having been heard of for thirty consecutive days.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Norton Rose

Date

20-12-99

On behalf of company

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.

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 8th DECEMBER 1999 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AMETHYST LEASING LIMITED UNDER THE LEASE AND THE OTHER BA DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

Handwritten signature