

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not write
in this margin

CHA 267

To the Registrar of Companies

For official use

Company number

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

273

1777777

Name of company

* BRITISH AIRWAYS PLC ("the Company")

insert full name
of company

Date of creation of the charge

5 February 1999

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

Assignment of Insurances dated 5 February 1999 between the Company and Capital Bank Leasing 3 Limited (the "Owner") (the "Assignment")

Amount secured by the mortgage or charge

All moneys from time to time due and owing, whether actually or contingently, by the Company to the Owner under an aircraft lease agreement (the "Lease") between the Owner and the Company dated 5 February 1999 relating to one Boeing Model 747-436 aircraft with manufacturer's serial number 28858 (the "Aircraft") and the Assignment, the Aircraft Novation Agreement between The Boeing Company ("Boeing") and the Company and the Owner relating to the Aircraft, the BFE Sale Agreement between the Company and the Owner relating to the Aircraft and any other documents the parties agree should be BA Documents ("BA Documents")

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

Capital Bank Leasing 3 Limited, of Thistle House, City Road, Chester, CH99 3AN

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write
in this margin

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

All the Company's right, title and interest, present and future, to, and in respect of proceeds arising under:

(a) all policies and contracts of insurance required to be effected and maintained under the Lease 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 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.

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Norton Rose*

Date *15* February 1999

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 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.

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 5th FEBRUARY 1999 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CAPITAL BANK LEASING 3 LIMITED UNDER THE TERMS OF THE AIRCRAFT LEASE AGREEMENT BETWEEN THE OWNER AND THE COMPANY DATED 5th FEBRUARY 1999 RELATING TO ONE BOEING MODEL 747-436 AIRCRAFT WITH SERIAL NUMBER 28858 AND THE ASSIGNMENT, THE AIRCRAFT NOVATION AGREEMENT BETWEEN THE BOEING COMPANY AND THE COMPANY AND THE OWNER RELATING TO THE AIRCRAFT, THE BFE SALE AGREEMENT BETWEEN THE COMPANY AND THE OWNER RELATING TO THE AIRCRAFT AND ANY OTHER DOCUMENTS THE PARTIES AGREE SHOULD BE BA DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th FEBRUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th FEBRUARY 1999.

A handwritten signature in dark ink, appearing to read 'Phil Davies'.

PHIL DAVIES

for the Registrar of Companies

*HC
Pan*



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