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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[254] U18

1777777

Name of company

*
BRITISH AIRWAYS Plc (the "Assignor")

Date of creation of the charge

1 September 1998

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

A Deed of Assignment (Insurances) (the "Deed") dated 1 September 1998 and made between the Assignor and the Assignees.

Amount secured by the mortgage or charge

All amounts due from the Assignor to the Assignees under the Aircraft Lease Agreement with Purchase Option.

All defined terms used in this Form 395 are defined in the attached continuation sheets.

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

FO Rhythm Leasing Ltd., 3-23, Misakicho 3-chome, Chiyoda-ku, Tokyo 101-0061, Japan, Dia Dolphin Ltd., 7-2, Yaesu 2-chome, Chuo-ku, Tokyo 104-0028, Japan, ORIX Maia Corporation, 4-1, Hamamatsucho 2-chome, Minato-ku, Tokyo 105-6135, Japan and JL Western Lease Co., Ltd., 12-1, Yurakucho 1-chome, Chiyoda-ku, Tokyo 100-0006, Japan (the "Assignees")

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ
RAK/F0984/00212
GGM\$01\$8.37

Time critical reference

For official use
Mortgage Section

Post room



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Property Charged

The Assignor has assigned and agreed to assign absolutely to the Assignees all of its present and future rights, title and interest in and to (1) all policies and contracts in respect of the Insurances, other than Insurances in respect of liabilities to third parties (the "Relevant Insurances"), (2) all the benefits of such policies and contracts in respect of the Relevant Insurances (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof) and (3) all Requisition Compensation. For the avoidance of doubt such assignment does not constitute an assignment of any policy of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relates to the Aircraft.

Further Assurance

The Assignor has covenanted that it will from time to time at the request of the Assignees do all such things and execute all such documents as the Assignees may reasonably consider necessary or desirable for giving full effect to the Deed or for securing the rights of the Assignees thereunder.

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

11-9-98

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 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 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1777777

Name of Company

BRITISH AIRWAYS Plc

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

In this Form 395:

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"**Aircraft**" means the one (1) Boeing 747-436 aircraft, registration mark G-CIVX bearing manufacturer's serial number 28852 together with any or all of the four (4) Rolls-Royce RB211-524H aircraft engines bearing the manufacturer's serial numbers 13685, 13686, 13687 and 13688 respectively, (whether or not any of the engines may from time to time be installed on the Airframe), as described in the Aircraft Lease Agreement with Purchase Option;

"**Aircraft Lease Agreement with Purchase Option**" means the aircraft lease agreement with purchase option in relation to the Aircraft executed and dated 1 September 1998 and made between (1) the Assignees, as owners, (2) the Representative Owner, and (3) the Assignor, as hirer, as the same may be amended, modified, supplemented or superseded from time to time;

"**Aircraft Purchase Agreement**" means the aircraft purchase agreement dated 1 September 1998 made between (1) the Seller, (2) the Buyers and (3) the Representative Buyer;

"**Airframe**" means (a) the aircraft described in the Aircraft Lease Agreement with Purchase Option but excluding the Engines or any engines from time to time installed thereon and (b) any and all appliances, spare parts, instruments, accessories, seats or other equipment or Parts of whatever nature from time to time installed on or attached to such aircraft title to which remains vested in the Owners and (c) insofar as the same belongs to the Owners, all substitutions, replacements or renewals from time to time made in or to the said aircraft or to the said items referred to in (a) and (b) above or to any Part thereof in accordance with the Aircraft Lease Agreement with Purchase Option;

"**Assignor**" means British Airways Plc, a company incorporated and existing under applicable law of England having its registered office at Waterside, PO Box 365, Harmondsworth, UB7 0GB, England.

"**Buyers**" means the Assignees;

"**Delivery**" means the sale and transfer of title to the Aircraft to the Owners pursuant to the Aircraft Purchase Agreement;

"**Engine**" or "**Engines**" means (a) any or all (as the context may require) of the four (4) Rolls-Royce RB211-524H engines bearing Engine Serial Numbers 13685, 13686, 13687 and 13688 originally installed on the Airframe at Delivery, whether or not from time to time thereafter installed on the Airframe or any other airframe and (b) any other engine which may from time to time be installed upon or attached to the Airframe which becomes the property of the Owners in accordance with the Aircraft Lease Agreement with Purchase Option and (c) insofar as the same belong to the Owners, any and all appliances, instruments or accessories or other equipment or Parts of whatever nature from time to time relating to an engine referred to in (a) and (b) above whether or not installed on or attached to such engine and (d) insofar as the same belong to the Owners, all substitutions, replacements or renewals from time to time made on or to any item referred to in (a), (b) and (c) above in accordance with the Lease Agreement with Purchase Option;

Power of Attorney

The Assignor has irrevocably by way of security and for so long as any Secured Obligations remain undischarged appointed the Assignees its attorneys for and on its behalf and in its name and as its act and deed to execute, seal and otherwise perfect any document as is referred to in Clause 4 of the Deed (*Further Assurance*) and to do all such acts and execute all such documents necessary or desirable for the purpose of fully exercising its rights under the Deed as it itself could have done or executed in relation to any Relevant Insurances taken out in respect of the Aircraft or in respect of any Requisition Compensation arising in respect of the Aircraft *provided that* the Assignees shall not exercise the authority conferred on it in that Clause unless a Termination Event has occurred and is continuing.

Negative Pledge

The Assignor has covenanted that it shall:

not further assign, pledge or charge (other than any charge constituted by Section 11 of the British Airways Board Act 1977) its right, title and interest in and to the Relevant Insurances or the Requisition Compensation assigned by the Deed or any proceeds thereof to anyone other than the Assignees.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1777777

Name of Company

BRITISH AIRWAYS Plc

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"**Hirer**" means the Assignor;

"**Insurances**" means any and all contracts or policies of insurance required to be effected and maintained under the Lease Agreement with Purchase Option;

"**Owners**" means the Assignees;

"**Parts**" means all modules, appliances, parts, instruments, appurtenances, accessories, furnishings, and other equipment of whatever nature (other than complete Engines or engines) that at any time of determination are incorporated or installed in or attached to the Airframe or any engine title to which remains vested in the Owners but does not include any additional item of equipment as referred to in the proviso to Clause 14.4 (*Engines or Parts of Airframe or Engines*) of the Aircraft Lease Agreement with Purchase Option which does not become the property of the Owners;

"**Representative Buyer**" means the Representative Owner;

"**Representative Owner**" means FO Rhythm Leasing Ltd. as agent for the Owners;

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

"**Secured Obligations**" means the obligations of the Assignor to the Assignees under the Aircraft Lease Agreement with Purchase Option and the payment of all amounts due thereunder;

"**Seller**" means the Assignor; and

"**Termination Event**" means any of the events or circumstances described in Clause 21 of the Aircraft Lease Agreement with Purchase Option.

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 A DEED OF ASSIGNMENT DATED THE 1st SEPTEMBER 1998 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL AMOUNTS DUE FROM THE COMPANY TO JL WESTERN LEASE CO., LIMITED, ORIX MAIA CORPORATION, DIA DOLPHIN LIMITED AND FO RHYTHM LEASING LIMITED UNDER THE AIRCRAFT LEASE AGREEMENT WITH PURCHASE OPTION WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th SEPTEMBER 1998 .


D. JENKINS

for the Registrar of Companies

LC
15/9




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