

**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

[196] [18]

1777777

Name of company

\* BRITISH AIRWAYS PLC ("BA").

Date of creation of the charge

27th March, 1997.

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

Deed of Assignment between Midland Montagu Leasing (BSH) Limited (the "Owner") and BA dated 27th March 1997 (the "Deed").

Amount secured by the mortgage or charge

All sums due and payable by BA to the Owner actually or contingently under the Lease Agreement (the "Lease") dated 15th December 1986 originally made between the Owner and Chemco Equipment Finance Limited ("Chemco") in respect of one Boeing 747-236 aircraft (serial number 23799 and UK registration mark G-BDX0) (the "Aircraft") as amended and restated by an assumption and amendment agreement dated 27th March 1977 between the Owner, Chemco, BA, the Banks and Chemical Bank.

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

Midland Montagu Leasing (BSH) Limited

12 Calthorpe Road,

Birmingham

Postcode

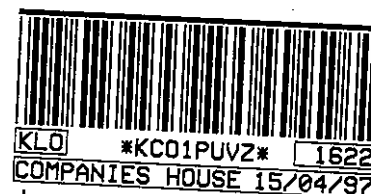
B15 1QZ

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

Slaughter and May  
35 Basinghall Street  
LONDON EC2U 5DB

For official use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The assignment and agreement to assign to and in favour of the Owner all of BA's right, 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;
- (b) any Requisition Compensation Provided that unless and until the Aircraft becomes a Total Loss the assignment of Requisition Compensation shall be subject to the prior entitlement of BA under clauses 19.2 and 19.4 of the Lease; to hold the same unto the Owner as continuing security for the payment and discharge to the Owner of the amounts secured thereby.

See Continuation Sheet 1

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

*Slavko and Mary*

Date

*15th April 1994*

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

† delete as  
appropriate

- 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

**Particulars of a charge  
(continued)**

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

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

Company Number

1777777

Name of Company

BRITISH AIRWAYS PLC ("BA")

Limited\*

\* delete if  
inappropriate

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

Amount due or owing on the charge (continued)

Please do not  
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binding margin

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

"the Banks" means the Chase Manhattan Bank (London Branch), Barclays Bank PLC, Citibank N.A. (London Branch) and National Westminster Bank Plc.

"Insurances" means any and all contracts or policies 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-Lease" means any sub-lease, sub-sub-lease, charter, hire or other parting with possession or operational control of the Aircraft entered into by BA, from time to time, in accordance with Clause 13 of the Lease.

"Sub-Lessee" means any sub-lessee or other person chartering, hiring or in possession of the Aircraft under a Sub-Lease or any sub-sub-lessee as permitted by Clause 13.1(c)(iii) of the Lease.

"Total Loss" means any of the following events:-

(a) the actual or constructive total loss of the Aircraft (including any damage to the Aircraft which results in an insurance settlement on the basis of a total loss, or requisition for use or hire of the Aircraft which results in an insurance settlement on the basis of a total loss);

(b) the Aircraft being destroyed, damaged beyond repair, or permanently rendered unfit for normal use for any reason whatsoever;

(c) the hijacking, theft, condemnation, confiscation or seizure of or requisition of title to, the Aircraft which deprives BA or any Sub-Lessee of the use of the Aircraft for more than 180 days.

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

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write in this  
binding margin

Names and addresses of the persons entitled to the charge (continued)

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

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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 DEED OF ASSIGNMENT DATED THE 27th MARCH 1997 AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND MONTAGU LEASING (BSH) LIMITED UNDER THE LEASE AGREEMENT DATED 15 DECEMBER 1986 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 1997.

A handwritten signature in black ink, appearing to read 'J. M. Evans'.

J. M. EVANS

for the Registrar of Companies



C O M P A N I E S   H O U S E

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