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COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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



1777777

Name of company

* BRITISH AIRWAYS Plc

* insert full name
of company

I, Kenneth Walder

of Speedbird House, Heathrow Airport (London) Hounslow, Middlesex TW6 2JA

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]‡

Date and Description of charge‡ See attached schedule

Date of Registration§ 25 February 1991

Name and address of [chargee][trustee for the debenture holders] National Westminster Bank PLC
41 Lothbury, London EC2

Short particulars of property charged§ See attached Schedule

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at +39 Great West Road

Declarant to sign below

Barnham Middlesex TW5 0BR

the 8th day of December
one thousand nine hundred and ninety five
before me J. W. L. King

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

JOHN J. M. FOLEY
SOLICITOR

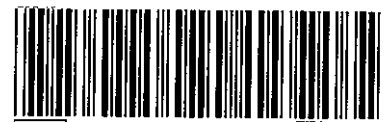
A solicitor empowered to administer
Oaths.

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

Alan Buchanan
Speedbird House (S218)
British Airways Plc
Hounslow
Middx TW6 2JA

For official Use
Mortgage Section

Post room



PMO *P4S45J1E* 363
COMPANIES HOUSE 14/02/96

Date and Description of Charge

Aircraft Mortgage (the "Mortgage") dated 11 February 1991 between British Airways Plc (the "Company") and National Westminster Bank PLC as Agent and Paying Agent.

Short Particulars of Property Charged

- (a) All of the Company's present and future right and interest in the one (1) Boeing model 747-236B Aircraft manufacturer's serial number 21830 and registration mark G-BDXI, together with four (4) Rolls-Royce RB211-524D4 aircraft engines manufacturer's serials nos. 12029, 12206, 12041 and 12201 and the Associated Engines (as defined in the Mortgage) together with (i) any other equipment or parts of whatever nature from time to time installed upon or attached to such aircraft and belonging to the Company and any of the same which remain subject to the Mortgage after removal from such aircraft, (ii) all Manuals and Technical Records (as defined in the Mortgage), and (iii) insofar as the same belong to the Company, all substitutions, replacements or renewals from time to time made in or to such aircraft and to the items referred to in (i) above or to any thereof, but excluding any item of equipment installed on the Aircraft pursuant to Clause 5.2 of the Mortgage (the "Aircraft"), and all of the Company's present and future right and interest in and to the proceeds of sale thereof;
- (b) (i) all of 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 relating to the Aircraft which are required to be effected and maintained under the Mortgage (the "Insurances") in respect of all risks of physical loss or damage (including, but not limited to, war risks) effected in relation to the Aircraft;
- (B) any moneys or other compensation from time to time receivable by the Company or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft;
- and all benefits thereof (including, without limiting the generality of the foregoing, the benefit of all powers and remedies for enforcing all claims relating to the same);

- (ii) all of the Company's right, title and interest, present and future, in all warranties, contracts or other agreements relating to the condition, operation, use or repair of the Aircraft or any part thereof including, without limitation, any right, title or interest which the Company may have under any lease, charter, hire or other similar arrangement whereby the Company parts with possession and/or operational control of the Aircraft.