

# M

Please do not  
write in  
this margin

CHA 116

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

\*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

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

246018

Name of company

\* British Aviation Insurance Company Ltd ("the Chargor")

Date of creation of the charge

6 January 1999

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

A Security Agreement made between the Chargor and Citibank, N.A. (the "Bank") dated 6 January 1999 (the "Security Agreement").

Amount secured by the mortgage or charge

Any and all of the present or future, actual or contingent, obligations of the Chargor to the Bank under the Security Agreement or under any Agreement or any other account whatsoever.

"Agreement" means each agreement (whether made on or before 6 January 1999 or at any time thereafter) between the Chargor (or by any person for or on behalf of the Chargor) and the Bank, pursuant to which the Bank has established, maintained, amended, renewed, substituted or arranged for the establishment, maintenance, amendment, renewal or substitution of a Credit.

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

Citibank, N.A.  
336 Strand  
London WC2R 7HB

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

Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ

KT/SNJ/C1960/02614

London-2/209290/01

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

At any time all the Chargor's right, title and interest in and to: -

(i) all securities which are held by, to the order, for the account or under the control or direction of, the Bank in an account designated as a safekeeping account number 6008700850 held at the Bank;

(ii) all rights, benefits and proceeds attaching to or arising from or in respect of any of the securities referred to in (i) above; and

(iii) all sums of money standing to the credit of any account opened or maintained by any clearance system for the Chargor and under the direction or control of the Bank (the "Charged Portfolio").

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

*Clifford C Lane*

Date

*18 January 1999*

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 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.

Please do not  
write in this  
binding margin

**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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

Company Number

246018

Name of Company

British Aviation Insurance Company Ltd ("the Chargor")

Limited\*

\* delete if  
inappropriate

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

"Credit" means each letter of credit or similar or equivalent instrument from time to time established, maintained, amended, renewed or substituted pursuant to an Agreement and shall include any portion of any single letter of credit or similiar or equivalent instrument which is attributable by the Bank to the Chargor and which was established, maintained, amended, renewed or substituted pursuant to an Agreement and any agreement between the Bank and another person incorporating similar instructions.

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

Please do not  
write in this  
binding margin

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

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

A "clearance system" means Cedel, S.A., the Euro-Clear System, the First Chicago Clearing Centre, The Depository Trust Company and such other clearance system as may from time to time be used in connection with transactions relating to any securities and any depositary for any of the foregoing.

"securities" means bonds, debentures, notes, stocks, shares or other securities and all moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any of the foregoing (and without limitation, shall include any of the foregoing not constituted, evidenced or represented by a certificate or other document but by an entry in the books or other permanent records of the issuer, a trustee or other fiduciary thereof, or a clearance system).

Note: Clause 6 of the Security Agreement contains an undertaking by the Chargor not to create, grant, extend, or permit to subsist any mortgage or other fixed security or any floating charge on or over any or all of the property charged under the Security Agreement, otherwise than in favour of the Bank or with the Bank's prior consent.

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00246018

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 6th JANUARY 1999 AND CREATED BY BRITISH AVIATION INSURANCE COMPANY LIMITED FOR SECURING ANY AND ALL PRESENT OR FUTURE ACTUAL OR CONTINGENT OBLIGATIONS OF THE COMPANY TO CITIBANK NA UNDER THE SECURITY AGREEMENT OR UNDER ANY AGREEMENT OR ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 1999.

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

A. J. WAKEHAM  
for the Registrar of Companies

*HC  
Pam*



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