

MG01

Particulars of a mortgage or charge

230405/13



IRIS<sup>™</sup>  
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this  
particulars of a charge for a  
company. To do this  
form MG01s

THURSDAY



LD2

"L1FX3LG1"

23/08/2012

#35

COMPANIES HOUSE

ase

uk

1

**Company details**

Company number 0 2 5 7 1 2 2 4

Company name in full BA CITYFLYER LIMITED

(the "Assignor")

3 1

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation d1 d0 m0 m8 y2 y0 y1 y2

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Assignment of Insurances (the "Assignment") between the Assignor and  
British Airways E-Jets Leasing Limited (the "Assignee") relating to one  
(1) Embraer ERJ 190-100 SR aircraft with manufacturer's serial number  
19000563

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see continuation page

Capitalised terms used but not otherwise defined  
herein have the respective meanings given to them  
in the continuation pages.

**Continuation page**

Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name British Airways E-Jets Leasing Limited

Address Canon's Court, 22 Victoria Street, Hamilton

HM12, Bermuda

Postcode

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars

(Please see continuation page)

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X White D. Kane

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name David Wright

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region London

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7532 2355



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on the date of the Assignment or thereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing by the Assignor to the Assignee pursuant to any Operative Document or any Other Operative Document (the "**Secured Obligations**")

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Assignment and Charge

As continuing security for the payment, performance and discharge to the Assignee of the Secured Obligations, the Assignor, with full title guarantee, assigned and agreed to assign absolutely to the Assignee all of its present and future rights, title and interest in and to

(1) the Relevant Insurances,

(2) all the benefits of such policies and contracts in respect of such Relevant Insurances (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof), and

(3) all Requisition Compensation relating to the Aircraft

#### Negative Pledge

The Assignor covenanted that it shall not further assign, pledge or charge its right, title and interest in and to the Relevant Insurances or the Requisition Compensation in respect of the Aircraft assigned by the Assignment or any proceeds thereof to anyone other than the Assignee

#### Definitions

“Affiliate” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

“Aircraft” means the Embraer aircraft, model ERJ 190-100 SR bearing manufacturer’s serial number 19000563 in respect of which Delivery shall occur under the Purchase Agreement and the Purchase Agreement Assignment, as more particularly described in the Loan Supplement, including the Airframe, Engines and all Parts of the Airframe and Engines and, where the context so permits, the Manuals and Technical Records

“Airframe” means the Aircraft excluding the Engines, and including all Parts belonging to the Aircraft or owned by the Assignee

“Aviation Authority” means, in respect of the Aircraft, the CAA or any one or more person(s) who, under the laws of the State of Registration, shall from time to time have control or supervision of civil aviation in that state or have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, that Aircraft

“Bill of Sale” means the bill of sale relating to the Aircraft in a form satisfactory to the Lender executed by the Manufacturer in favour of the Assignee

“Borrower Parent” means Britair Holdings Limited

“CAA” means the Civil Aviation Authority of the United Kingdom

“Delivery” means, in respect of the Aircraft, the time when the Assignee purchases, accepts delivery of and acquires title to that Aircraft from the Manufacturer in accordance with the Purchase Agreement and the Purchase Agreement Assignment

“Delivery Date” means, in respect of the Aircraft, the date on which Delivery of that Aircraft occurs

“Engine” means in respect of the Aircraft

(a) each of the two (2) General Electric model CF-34- series engines installed on the Aircraft on the Delivery Date, having the serial numbers set forth in the Lease Supplement relating to that Aircraft, whether or not installed on the Airframe from time to time, until replaced in accordance with the Lease Agreement,

(b) any replacement for any such Engine in accordance with Clause 15.6 of the Lease Agreement,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>and includes any Parts installed on or belonging to that Engine or owned by the Assignee in relation to that Engine</p> <p><b>"Engine Manufacturer"</b> means General Electric Company</p> <p><b>"Engine Warranties Agreement"</b> means the engine warranties agreement in respect of the Aircraft dated the Delivery Date</p> <p><b>"Eurocontrol"</b> means the European Organisation for the Safety of Air Navigation</p> <p><b>"Expiry Date"</b> means in respect of the Aircraft, the twenty-fifth Payment Date relating to the Aircraft, provided that if such date would fall on a date which is not a business day, the Expiry date will fall on the immediately preceding business day</p> <p><b>"Funding Agreement"</b> means the funding agreement dated 10 August 2012, between the Lender and the Assignee in respect of the Aircraft</p> <p><b>"Guarantee"</b> means the guarantee dated the Delivery Date by the Guarantor in favour of the Assignee</p> <p><b>"Guarantor"</b> means British Airways PLC.</p> <p><b>"Holding Company"</b> means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p><b>"Indemnities"</b> means the Assignee, the Lender and the Security Trustee and each of their respective officers, directors, employees and agents</p> <p><b>"Insurance Proceeds"</b> means any and all proceeds of the Insurances (other than third party liability insurances), and all other amounts payable to the relevant person under, or in respect of, the Insurances including damages for breach and return of premium</p> <p><b>"Insurances"</b> means in respect of the Aircraft, any and all policies and contracts of insurance relating to the Aircraft and required to be effected and maintained pursuant to the Lease Agreement</p> <p><b>"Lease Agreement"</b> means, in respect of the Aircraft, the aircraft lease agreement dated 10 August 2012 between the Assignor and the Assignee including the Lease Supplement relating to the Aircraft and any side letter agreement dated of even date therewith between the Assignor and the Assignee relating to such aircraft lease agreement</p> <p><b>"Lease Supplement"</b> means, in respect of the Aircraft, the lease supplement relating to that Aircraft in substantially the form set out in the Lease Agreement executed by the Assignor and the Assignee pursuant to the Lease Agreement</p> <p><b>"Lender"</b> means Banco Nacional de Desenvolvimento Econômico e Social - BNDES, a financial institution wholly-owned by the Government of the Federative Republic of Brazil, registered in the General Register of Taxpayers with number 33 657 248/0001-89, with headquarters in Brasília (Federal District) and main offices at Avenida Republica do Chile an 100, City of Rio de Janeiro, State of Rio de Janeiro, Brazil</p> <p><b>"Loan"</b> means, in respect of the Aircraft, at any time, the aggregate principal amount of the loan advanced by the Lender under the Funding Agreement which is outstanding at that time</p> <p><b>"Loan Supplement"</b> means, in respect of the Loan, the loan supplement entered into between the Assignee and the Lender pursuant to the Funding Agreement</p> <p><b>"Manuals and Technical Records"</b> means, in respect of the Aircraft, all technical data, manuals and other documentation supplied by the Manufacturer, the Engine Manufacturer or any other manufacturer or supplier, and all logs, records, computer data media and other materials and documents kept by the Assignor or any Permitted Sublessee or required to be kept with respect to the Aircraft or any Part thereof, whether in compliance with any law or Lease Agreement or any</p>	

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

requirement for the time being of the Aviation Authority or otherwise

**"Manufacturer"** means Embraer S A

**"Mortgage"** means, in respect of the Aircraft, collectively (a) the English law aircraft mortgage in the agreed form granted or to be granted, as the context may require, by the Assignee in favour of the Security Trustee at the Delivery Date in respect of that Aircraft, and (b) any other aircraft mortgage or mortgage supplement in respect of the Aircraft entered into from time to time by the Assignee in favour of the Security Trustee

**"Notice of Borrowing"** means, in respect of the Loan, the notice substantially in the form set out in the Funding Agreement

**"Obligors"** means each of the Assignee, the Borrower Parent, the Assignor and the Guarantor

**"Operative Documents"** means

- (a) each of the Bill of Sale, the Engine Warranties Agreement, the Funding Agreement, the Guarantee, the Lease Agreement, the Lease Supplement, the Loan Supplement, the Aircraft acceptance certificate, the Purchase Agreement Assignment, the Security Trust Deed, the Security Trustee Fee Letter, the Security Documents and the Notice of Borrowing,
- (b) any other document, instrument or agreement which is agreed in writing by the Assignee, the Lender, the Security Trustee and the Assignor to be an Operative Document, and
- (c) each and every notice, acknowledgement, certificate or document delivered or required to be delivered under any of the foregoing (and **Operative Document** means any of them)

**"Other Aircraft Security Trust Deed"** means the security trust deed between, inter alios, the Lender, the Assignee and the Security Trustee, dated 28 May 2009 and relating to the eleven (11) Embraer aircraft financed under the Other Funding Agreement

**"Other Funding Agreement"** means the funding agreement dated 28 May 2009 between the Lender and the Assignee relating to the financing of eleven (11) Embraer aircraft

**"Other Operative Document"** means any other document designated or defined as an "Operative Document" in the Other Aircraft Security Trust Deed

**"Part"** means, in relation to an Aircraft, Airframe or Engine, any appliance, accessory, instrument, navigational and/or communications equipment or appurtenance, furnishing, module, component, part or other equipment (other than a complete Engine or engine)

**"Payment Date"** means each date falling at intervals of six (6) months after the delivery date until the Expiration Date

**"Permitted Sublessee"** means any sublessee of the Aircraft permitted under the Lease Agreement

**"Purchase Agreement"** means the aircraft purchase agreement dated 19 December 2008 between the Assignor and the Manufacturer providing for, inter alia, the purchase of the Aircraft, as amended, supplemented or restated from time to time, together with the exhibits and the letter agreements thereto

**"Purchase Agreement Assignment"** means, in respect of the Aircraft (a) the assignment of certain of the Assignor's rights under the Purchase Agreement in respect of the Aircraft entered into, as the context may require, between the Assignee and the Assignor, and (b) the consent and agreement of the Manufacturer relating to the Aircraft

**"Relevant Insurances"** means, in respect of the Aircraft, all policies and contracts in respect of the Insurances relating to the Aircraft, other than Insurances in respect of liabilities to third parties

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>"Requisition Compensation"</b> means, in respect of the Aircraft, all moneys or other compensation from time to time receivable by the Assignor, the Assignee or any Permitted Sublessee (as applicable) or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft</p> <p><b>"Secured Parties"</b> means the Lender and the Security Trustee (each a <b>"Secured Party"</b>)</p> <p><b>"Security Assignment"</b> means the security assignment dated on or about the date of the Assignment by the Assignee in favour of the Security Trustee</p> <p><b>"Security Documents"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Assignment, the Mortgage, the Security Assignment, the Share Charge and the ancillary documents to the Share Charge,</li> <li>(b) any other document agreed in writing by the Assignee, Lender, Security Trustee and Assignor to be a Security Document, and</li> <li>(c) each notice, acknowledgment, certificate or document delivered or required to be delivered under any of the foregoing</li> </ul> <p><b>"Security Interest"</b> means a mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, right of detention, right of set-off or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>"Security Trust Deed"</b> means the Security Trust Deed dated 10 August 2012 and entered into between the Assignee, the Lender and the Security Trustee</p> <p><b>"Security Trustee"</b> means The Law Debenture Trust Corporation p l c , in its capacity as security trustee for and on behalf of itself and the Lender</p> <p><b>"Security Trustee Fee Letter"</b> means the security trustee fee letter dated on or about 10 August 2012 between the Security Trustee and the Assignee and for the Assignor</p> <p><b>"Share Charge"</b> means the share charge dated 3 September 2009 by the Borrower Parent in favour of the Security Trustee, as amended on or about the date of the Assignment</p> <p><b>"State of Registration"</b> means the United Kingdom or any other state or territory from time to time with whose Aviation Authority the Aircraft is registered in accordance with the provisions of clause 17 (Title and Registration) of the Lease Agreement</p> <p><b>"Subsidiary"</b> means in relation to any company or corporation, a company or corporation</p> <ul style="list-style-type: none"> <li>(a) which is controlled, directly or indirectly, by the first mentioned company or corporation, and/or</li> <li>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, and/or</li> <li>(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,</li> </ul> <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p>



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2571224  
CHARGE NO. 31**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 10 AUGUST 2012 AND CREATED BY BA CITYFLYER  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BRITISH AIRWAYS E-JETS  
LEASING LIMITED ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 23 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 AUGUST 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES