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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[17]

02571224

Name of company

* BA Cityflyer Limited (the "Assignor")

Date of creation of the charge

18 September 2009

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

A deed of assignment (insurances) between the Assignor and British Airways E-Jets Leasing Limited (the "Assignee") in respect of one (1) Embraer ERJ 170-100 STD aircraft bearing manufacturer's serial number 17000296 (the "Deed of Assignment (Insurances)").

Amount secured by the mortgage or charge

Any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on 28 May 2009 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 to Assignee by Assignor pursuant to any Operative Document (the "Lessee Secured Obligations").

Capitalised terms not otherwise defined in this form 395 are defined in the Schedule attached to this form 395.

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

British Airways E-Jets Leasing Limited, Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda.

Postcode

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Via CH London Counter

Time critical reference

912259/70-40400834/PJO

For official Use (02/00)
Mortgage Section

FRIDAY

Post room



LD2

L0ARJDR9
02/10/2009
COMPANIES HOUSE

171

Short particulars of all the property mortgaged or charged

As continuing security for the payment, performance and discharge to the Lessor of the Lessee Secured Obligations, the Assignor has 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 Relevant Aircraft. For the avoidance of doubt, the Deed of Assignment (Insurances)—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 Relevant Aircraft.

The Deed of Assignment (Insurances) contains covenants for further assurance and a negative pledge.

Capitalised terms not otherwise defined in this form 395 are defined in the Schedule attached to this form 395.

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

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5 + 95

Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance LLP

Date 2 October 2009

On behalf of [company] ~~XXXXXXXXXXXX~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

DEFINITIONS

In this form 395:

"Aircraft" means any, each or all, as the context may require of the Tranche 1 Aircraft and the Tranche 2 Aircraft.

"Airframe" means, in respect of any Aircraft:

- (a) such Aircraft (other than the relevant Engines); and
- (b) any and all Parts which are (a) incorporated or installed in or attached to such Aircraft on the relevant Delivery Date or (b) incorporated or installed in or attached to the Aircraft at any time subsequent to the relevant Delivery Date (but excluding any part installed on such Aircraft, Airframe or Engine pursuant to clause 15.8 (*Temporary Installation of Substitute Parts or Engines*) of the Lease Agreement) or (c) so long as title thereto shall remain vested in the Lessor in accordance with the terms of the Lease Agreement and the Operative Documents, removed from the Aircraft.

"Aviation Authority" means, in respect of any Aircraft, 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.

"BA" means British Airways Plc and its successors in title.

"BA Affiliate" means BA and (a) any successor entity of BA formed pursuant to a merger to which BA is a party, (b) any undertaking which is a subsidiary of BA or which is in the same group as BA or any such successor entity, and (c) any associate or franchisee of BA. For the purposes of this definition, "subsidiary" means any undertaking in which BA directly or indirectly holds a majority of the ordinary share capital or directly or indirectly controls a majority of the voting rights; "undertaking" and "associate" shall have the respective meanings given to them in sections 1161 and 1260(3) of the Companies Act 2006; and "group" shall have the meaning given to it in section 421(1)(a) to (e) and (2) of the Financial Services and Markets Act 2000.

"Bill of Sale" means, in respect of any Aircraft, the bill of sale relating to that Aircraft (in a form reasonably satisfactory to the Security Trustee) executed or, as the context may require, to be executed by the Manufacturer in favour of the Borrower.

"Borrower" means British Airways E-Jets Leasing Limited, a limited liability company incorporated under the laws of Bermuda with registered company number 42992.

"Borrower Parent" means Britair Holdings Limited, a limited liability company incorporated under the laws of England and Wales having registered company number 03537574 or any other person that replaces Britair Holdings Limited as the Borrower Parent in accordance with clause 20.9.3 of the Funding Agreement.

"Delivery" means, in respect of any Aircraft, the time when the Lessor purchases, accepts delivery of and acquires title to that Aircraft from the Manufacturer in accordance with the Purchase Agreement and the relevant Purchase Agreement Assignment.

"Delivery Date" means, in respect of any Aircraft, the date on which Delivery of that Aircraft occurs.

"Embraer Consent and Agreement" means, in respect of any Aircraft, the consent and agreement of the Manufacturer to the relevant Purchase Agreement Assignment substantially in the form annexed to the Purchase Agreement Assignment.

"Engine Manufacturer" means General Electric Company.

"Engine Warranties Agreement" means, in respect of any Aircraft, the engine warranties agreement (in a form reasonably satisfactory to the Security Trustee) entered into, or to be entered into, as the context may require, between the Borrower, the Lessee, the Security Trustee and the Engine Manufacturer in respect of the Engines relating to that Aircraft.

"Engines" means, in respect of any Aircraft:

- (a) each of the two (2) General Electric model CF34 series engines having the serial numbers set out 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 engine for any such Engines in accordance with clauses 15.6 (*Installation of Parts and Engines*) of the Lease Agreement; and
- (c) any and all Parts which are (a) incorporated or installed in or attached to such Engines on the relevant Delivery Date or (b) incorporated or installed in or attached to such Engines (or any such replacement engine) at any time subsequent to the relevant Delivery Date (but excluding any part installed on such Aircraft, Airframe or Engine pursuant to clause 15.8 (*Temporary Installation of Substitute Parts or Engines*) of the Lease Agreement) or (c) so long as title thereto shall remain vested in the Lessor in accordance with the terms of the Lease Agreement and the Operative Documents, removed from such Engines (or from any such replacement engine).

"Funding Agreement" means the funding agreement dated 28 May 2009, between the Lender and the Borrower in respect of the Aircraft.

"Guarantee" means the guarantee dated 28 May 2009, by the Guarantor in favour of the Lessor in respect of the obligations of the Lessee under the Operative Documents.

"Guarantor" means British Airways Plc, a public limited company incorporated under the laws of England and Wales having registered company number 01777777.

"Insurances" means, in respect of any Aircraft, any and all policies and contracts of insurance relating to that Aircraft and required to be effected and maintained pursuant to clause 19 (*Insurance*) of the Lease Agreement.

"Lease Agreement" means the aircraft lease agreement dated 28 May 2009, between the Lessor and the Lessee in respect of the Aircraft including each Lease Supplement relating to such Aircraft and any side letter agreement dated even date therewith between the Lessee and the Lessor relating to such aircraft lease agreement.

"Lease Supplement" means, in respect of any Aircraft, the lease supplement relating to that Aircraft in substantially the form set out in schedule 2 (*Form of Lease Supplement*) of the Lease Agreement executed or, as the context may require, to be executed by the Lessee and the Lessor pursuant to clause 4 (*Delivery*) of the Lease Agreement.

"Lender" 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 Brasilia (Federal District) and main offices at Avenida República do Chile n. 100, City of Rio de Janeiro, State of Rio de Janeiro, Brazil.

"Lessee Secured Obligations" means any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on 28 May 2009 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 to Lessor by the Lessee pursuant to any Operative Document.

"Lessee" means BA Cityflyer Limited, a limited liability company incorporated under the laws of England and Wales with registered company number 02571224.

"Lessor" means British Airways E-Jets Leasing Limited, a limited liability company incorporated under the laws of Bermuda with registered company number 42992.

"Loan" means any, each or all, as the context may require, of the Tranche 1 Loans or the Tranche 2 Loans.

"Loan Supplement" means, in respect of any Loan, the loan supplement entered into or, to be entered into as the context may require, between the Borrower and the Lender pursuant to clause 5.7 (*Loan Supplement*) of the Funding Agreement, substantially in the form set out in schedule 3 (*Form of Loan Supplement*) of the Funding Agreement.

"Manuals and Technical Records" means, in respect of any Aircraft, all technical data, manuals and other documentation supplied by the Manufacturer, the Engine Manufacturer or any other manufacturer or supplier, all logs, records, computer data media and other materials and documents kept by the Lessee or any Permitted Sublessee or required to be kept with respect to that Aircraft or any part thereof, whether in compliance with any law or the Lease Agreement or any requirement for the time being of the Aviation Authority or otherwise.

"Manufacturer" means Embraer - Empresa Brasileira de Aeronautica S.A.

"Mortgage" means, in respect of any Aircraft, collectively (i) the relevant English law mortgage in the agreed form granted or to be granted, as the context may require, by the Borrower in favour of the Security Trustee at the Delivery Date in respect of that Aircraft, and (ii) any other aircraft mortgage over that Aircraft entered into from time to time by the Borrower in favour of the Security Trustee.

"Notice of Borrowing" means, in respect of any Loan, a notice substantially in the form set out in schedule 2 (*Form of Notice of Borrowing*) of the Funding Agreement.

"Obligor" means each of the Borrower, the Borrower Parent, the Lessee and the Guarantor.

"Operative Document" means (i) each the Bill of Sale, each Engine Warranties Agreement, the Funding Agreement, the Guarantee, the Lease Agreement, each Lease Supplement, each Loan Supplement, each Purchase Agreement Acceptance Certificate, each Purchase Agreement Assignment, the Security Trust Deed, the Security Trustee Fee Letter, the Security Documents and each Notice of Borrowing; (ii) any other document, instrument or agreement which is agreed in writing by the Borrower, the Lender, the Security Trustee and the Lessee to be an Operative Document; and (iii) 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).

"Part" means, in relation to any 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).

"Permitted Sub-Lessee" means (a) any BA Affiliate or (b) any of the entities listed in schedule 4 (*Other Permitted Sub-Lessees*) of the Lease Agreement (as such list may be amended from time to time pursuant to clause 16.4 of the Lease Agreement).

"Purchase Agreement" means the aircraft purchase agreement dated 19 December 2008 between the Lessee 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 Acceptance Certificate" means, in respect of any Aircraft, the certificate of acceptance in respect of that Aircraft executed or, as the context may require, to be executed, by the Lessee on behalf of the Lessor pursuant to the Purchase Agreement and the relevant Purchase Agreement Assignment.

"Purchase Agreement Assignment" means, in respect of any Aircraft, (a) the assignment of certain of the Lessee's rights under the Purchase Agreement in respect of that Aircraft entered into or to be entered into, as the context may require, between the Borrower and the Lessee and (b) the Embraer Consent and Agreement relating to that Aircraft (each in a form reasonably satisfactory to the Security Trustee).

"Relevant Aircraft" means the Aircraft with manufacturer's serial number 17000296, model Embraer ERJ 170-100 STD.

"Relevant Insurances" means, in respect of any Aircraft (including the Relevant Aircraft), all policies and contracts in respect of the Insurances relating to that Aircraft, other than Insurances in respect of liabilities to third parties.

"Requisition Compensation" means, in respect of any Aircraft, all moneys or other compensation from time to time receivable by the Borrower, the Lessee or any Permitted Sub-Lessee (as applicable) or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of that Aircraft.

"Secured Parties" means the Lender and Security Trustee (each a **"Secured Party"**).

"Security Assignment" means the security assignment dated even date therewith, between the Borrower and the Security Trustee relating to the rights, title and interests of the Borrower under certain of the Operative Documents.

"Security Documents" means (i) each Assignment of Insurances, each Mortgage, the Security Assignment, the Share Charge and the Share Charge Ancillary Documents; (ii) any other document, instrument or agreement which is agreed in writing by the Borrower, the Lender, the Security Trustee and the Lessee to be a **"Security Document"**; and (iii) each and every notice, acknowledgement, certificate or document delivered or required to be delivered under any of the foregoing (and **"Security Document"** means any of them).

"Security Trust Deed" means the security trust deed dated 28 May 2008, between the Assignee, Banco Nacional De Desenvolvimento Econômico e Social - BNDES and The Law Debenture Trust Corporation p.l.c.

"Security Trustee" means The Law Debenture Trust Corporation p.l.c., in its capacity as security trustee for and on behalf of itself and the Lender.

"Security Trustee Fee Letter" means the security trustee fee letter dated even date therewith between the Security Trustee and the Borrower.

"Share Charge" means the share charge in the agreed form entered into or to be entered into, as the context may require, between the Borrower Parent and the Security Trustee in respect of the shares in the Borrower.

"Share Charge Ancillary Documents" means the documents in the agreed form entered into or to be entered into, or delivered or to be delivered, as the context may require, pursuant to clause 4 (*Security*) of the Share Charge.

"State of Registration" 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.

"Tranche 1 Aircraft" means any, each or all, as the context may require, of the first six (6) Embraer aircraft, model ERJ 190-100 SR or ERJ 170-100 STD (as the case may be), in respect of which Delivery shall occur under the Purchase Agreement and the relevant Purchase Agreement Assignment, as more particularly described in the Loan Supplements relating thereto, including the relevant Airframe, Engines and all Parts of the relevant Airframe and Engines and, where the context so permits, the relevant Manuals and Technical Records.

"Tranche 1 Loan" means, in respect of any Tranche 1 Aircraft, at any time, the aggregate principal amount of the loan advanced by the Lender under the Funding Agreement in respect of that Tranche 1 Aircraft which is outstanding at that time.

"Tranche 2 Aircraft" means any, each or all, as the context may require, of the seventh (7th) to eleventh (11th) Embraer aircraft, model ERJ 190-100 SR or ERJ 170-100 STD (as the case may be), in respect of which Delivery shall occur under the Purchase Agreement and the relevant Purchase Agreement Assignment, as more particularly described in the Loan Supplements relating thereto, including the relevant Airframe, Engines and all Parts of the relevant Airframe and Engines and, where the context so permits, the relevant Manuals and Technical Records.

"Tranche 2 Loan" means, in respect of any Tranche 2 Aircraft, at any time, the aggregate principal amount of the loan advanced by the Lender under the Funding Agreement in respect of that Tranche 2 Aircraft which is outstanding at that time.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2571224
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT
(INSURANCES) DATED 18 SEPTEMBER 2009 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 UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 2 OCTOBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2009

CC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES