

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

A fee of £10 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

181111

04954270

Name of company

\* National Australia Finance (Aircraft Leasing) Limited (the "Company")

Date of creation of the charge

11 February 2004

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

Aircraft Mortgage dated 11 February 2003 between the Company and National Australia Bank Limited (the "Mortgage").

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principal, interest or otherwise in whatever currency which may now, or at any time in the future, be due, owing or incurred by the Company to the Banks or any of them under or in connection with the Facility Agreement or any of the Other Facility Agreements.

(Please see definitions set out in Schedule 1)

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

National Australia Bank Limited, 88 Wood Street London

Postcode EC2V 7QQ

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

CMS Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

SPAO/0N1000.630/20907754.1

Time critical reference

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0229  
12/02/04

M

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Please return via  
CH London Counter

Short particulars of all the property mortgaged or charged

(A) by way of first fixed charge all the present and future right and interest of the Company in the Aircraft;

(B) by way of first fixed charge, all the Company's right, title and interest, present and future, to, and in respect of proceeds arising, under:

(i) all policies and contracts of insurance required to be effected and maintained under the BA Guarantee and/or the Lease 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 (but for the avoidance of doubt the Assignment does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relate to the Aircraft); and

(ii) all moneys, or other compensation from time to time receivable by the Agent, the Company, the Guarantor or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confirmation of 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).

(Please see definitions set out in Schedule 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)

Signed *CMS Cernan McKenna* Date 11 February 2004

On behalf of [company] [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to 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:

**"Agent"** means National Australia Bank Limited, as agent and security trustee for itself and the Banks;

**"Aircraft"** means the Boeing model 777-236 IGW aircraft with manufacturer's serial number 29964 and UK registration mark G-VIIV;

**"BA Guarantee"** means the guarantee dated 11 February 2004 made by the Guarantor in favour of the Agent under the terms of which the Guarantor has guaranteed the obligations of the Company under the Facility Agreement and given certain other undertakings in relation to the Aircraft;

**"Banks"** means the Initial Bank, any other person which is a "Bank" under, and as defined in, the Facility Agreement or any of the Other Facility Agreements and the Agent;

**"Facility Agreement"** means the facility agreement dated 11 February 2004 between the Company, the Initial Bank and the Agent relating to the Aircraft;

**"Guarantor"** means British Airways Plc;

**"Initial Bank"** means National Australia Bank Limited;

**"Other Facility Agreements"** means (1) the facility agreement between the Company, the Initial Bank and the Agent dated 11 February 2004 relating to the Boeing model 777-236 IGW aircraft with manufacturer's serial number 29320 and UK registration mark G-VIIO, (2) the facility agreement between the Company, the Initial Bank and the Agent dated 11 February 2004 relating to the Boeing 777-236 IGW aircraft with manufacturer's serial number 29965 and UK registration mark G-VIIW and (3) the facility agreement between the Company, the Initial Bank and the Agent dated 11 February 2004 relating to the Boeing 777-236 ER aircraft with manufacturer's serial number 30303 and UK registration mark G-YMMB.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04954270

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AIRCRAFT MORTGAGE DATED THE 11th FEBRUARY 2004 AND CREATED BY NATIONAL AUSTRALIA FINANCE (AIRCRAFT LEASING) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BANKS OR ANY OF THEM 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 12th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 2004.

*Lohm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES