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In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

**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

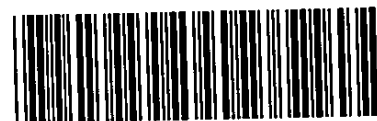
**What this form is for**

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 form
particulars of a charge for
company. To do this, please
form MG01s

MONDAY



LD7

L1BTIP7L

25/06/2012

#13

COMPANIES HOUSE

1**Company details**

Company number

0 1 7 7 7 7 7 7

Company name in full

British Airways Plc

(the "Mortgagor")

708

For official use

→ Filling 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 d2 m0 m6 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

A deed of assignment and first priority aircraft mortgage dated 12 June
2012 created by the Mortgagor in favour of PK Airfinance S.à r.l. (the
"Mortgagee") as security trustee for the Finance Parties (the "Deed").

4**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 now existing
or arising after the date of the Deed, 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 the Finance
Parties or any of them by the Mortgagor pursuant to
the Transaction Documents (the "Secured
Obligations").

Continuation page

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

MG01**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 PK AirFinance S.a r.l

Address 6-d route de Trèves, L-2633 Senningerberg,
Luxembourg

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

In the Deed, as a continuing security for the payment and performance of the Secured Obligations, the Mortgagor, with full title guarantee, has agreed to mortgage to the Mortgagee, as security trustee for the Finance Parties, all of its right, title and interest, present and future, in and to the Airframe, including for the avoidance of doubt the Technical Records relating thereto, by way of first priority legal mortgage.

In the Deed, as a continuing security for the payment and performance of the Secured Obligations, the Mortgagor has assigned and agreed to assign, with full title guarantee, to the Mortgagee and all of its right, title and interest (present and future) in, to and under the Assigned Property.

In the Deed, to the extent that any of the Assigned Property is not at any time assigned pursuant to Clause 3.1 (Assignment) of the Deed, the Mortgagor, with full title guarantee, by way of first fixed charge, has charged and has agreed to charge to, and has created and agreed to create in favour of, the Mortgagee, as Security Trustee for the Finance Parties, a general encumbrance in the Assigned Property to the fullest extent permitted by law.

The Deed contains a covenant for further assurance and a negative pledge

Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule

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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

None.

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 *U. Paul Anne LLP* 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 Tessa Crook [70-40525695]

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 or email 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

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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>Definition Schedule</p> <p>"Account Charge" means the account charge in the agreed form entered into, or to be entered into, as the context may require, between the Borrower and the Security Trustee in respect of the Charged Account</p> <p>"Aircraft" means one (1) Boeing B747-400 bearing manufacturer's serial number 25427 and United Kingdom Registration Mark G-BNLV with four (4) Rolls Royce RB211524G engines bearing manufacturer's serial numbers 13223, 13234, 13225 and 13226.</p> <p>"Airframe" means one (1) Boeing B747-400 bearing manufacturer's serial number 25427 and United Kingdom Registration Mark G-BNLV.</p> <p>"Assigned Property" means all of the right, title and interest (present and future) of the Mortgagor in and to the proceeds arising under the Insurances (but the Deed does not constitute an assignment or charge of any policies of insurance or an assignment or charge of any benefits, rights, title, interests or proceeds thereunder relating to any other aircraft or engines covered thereby but only of the benefits, rights, title, interests or proceeds thereunder insofar as the same relate to the Aircraft), the Requisition Proceeds and the Warranties including, without limitation, the right to compel performance by any person of its obligations in respect thereof and the right to claim damages from any person in respect of any breach by such person of its obligations thereunder.</p> <p>"Borrower" means British Airways Plc, a company incorporated under the laws of England (Company No. 1777777), having its registered office at Waterside, P.O. Box 365, Harmondsworth, West Drayton UB7 0GB, England.</p> <p>"Charged Account" means the account described as the "Account" in the Account Charge.</p> <p>"Collateral Aircraft" means, unless and until such Collateral Aircraft has been released from the terms of the Facility Agreement and the Lien created under the relevant Mortgage pursuant to Clause 11 4 (<i>Voluntary Release of Collateral Aircraft</i>) or Clause 11 5 (<i>Total Loss of a Collateral Aircraft</i>) of the Facility Agreement, any or all, as the context may require, of the Eligible Aircraft in respect of which the documents specified in Clause 3.6 (<i>Collateral Aircraft</i>) of the Facility Agreement have been delivered to the Representatives and such Eligible Aircraft has become a "Collateral Aircraft" in accordance with Clause 3 6 (<i>Collateral Aircraft</i>) of the Facility Agreement, each as more particularly described in the Mortgage relating to such Collateral Aircraft.</p> <p>"Compulsory Acquisition" means, in respect of the Aircraft, its requisition for title or other compulsory acquisition, seizure, restraint, forfeiture, confiscation or detention for any reason (but excluding requisition for use or hire).</p> <p>"Eligible Aircraft" means any of the following commercial passenger aircraft:</p> <p>(1) Airbus A319-100, equipped with IAE V2522-A5 engines,</p>

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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

manufactured between 1999 and 2012;

(ii) Airbus A320-200, equipped with IAE V2527-A5 engines, manufactured between 2001 and 2012;

(iii) Airbus A321-200, equipped with IAE V2533-A5 engines, manufactured between 2004 and 2012,

(iv) Boeing B737-400, equipped with CFM 56-3C-1 engines, manufactured between 1991 and 1993;

(v) Boeing B747-400, equipped with Rolls Royce RB211-524H engines, manufactured between 1989 and 1999 (or, in the case of such aircraft manufactured in 1999 equipped with Rolls Royce RB211-524GH-T engines);

(vi) Boeing B757-200, equipped with Rolls Royce RB211-535E4 engines, manufactured between 1989 and 1998;

(vii) Boeing B767-300ER, equipped with Rolls Royce RB211-524H engines, manufactured between 1990 and 1998,

(viii) Boeing B777-200, equipped with GE-90-76B engines, manufactured between 1995 and 1997;

(ix) Boeing B777-200ER, equipped with GE 90-90B, engines, manufactured between 1997 and 2012,

(x) Boeing B777-200ER, equipped with Rolls Royce Trent 895 engines (or such other engines as the Facility Agent may agree), manufactured between 2000 and 2012;

(xi) any other aircraft type or any aircraft of the type specified in paragraphs (i), (ii), (iii) and (ix) above but with different engine types to those specified therein, in each case as agreed in writing between the Borrower and the Facility Agent pursuant to Clause 3.8 (*Eligible Aircraft*) of the Facility Agreement.

"Engine" or "Engines" means any one or more or all (as the context may require) of the Four (4) Rolls Royce RB211524G bearing manufacturer's serial number 13223, 13234, 13225 and 13226

"Facility Agent" means PK AirFinance S a r l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 6-d route de Trèves, L-2633 Senningerberg, Luxembourg, as facility agent for the Lenders.

"Facility Agreement" means the \$420,000,000 secured standby facility agreement dated 21 June 2005 (as amended by an amendment agreement dated 16 March 2007) between the Mortgagor as borrower, PK AirFinance S.à r.l. as facility agent and security trustee and the financial institutions named therein as "Lenders".

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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

"Fee Letter" means the fee letter referred to in Clause 19.2 (*Closing Fee*) of the Facility Agreement

"Finance Parties" means the Facility Agent, the Security Trustee and the Lenders (in each case being, at the date of the Deed, PK AirFinance S.à r.l.)

"Insurances" means any and all contracts or policies of insurance and reinsurance (other than third party liability insurance) required to be effected and maintained in respect of the Aircraft in accordance with the Facility Agreement.

"Lender" means any financial institution:

(a) named in Schedule 2 (*The Lenders*) of the Facility Agreement; or

(b) which has become a party in accordance with Clause 28.4 (*Assignments by Lenders*) or Clause 28.5 (*Transfers by Lenders*) of the Facility Agreement,

and which has not ceased to be a party in accordance with the terms of the Facility Agreement.

"Liens" means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any security, mortgage, pledge, charge, encumbrance, lien, right in rem, hypothecation or right of detention

"Mortgage" means, in respect of a Collateral Aircraft the mortgage over such Collateral Aircraft executed, or to be executed, as the context may require, by the Borrower in favour of the Security Trustee substantially in the form set out in Schedule 11 (*Form of Mortgage*) of the Facility Agreement

"Representative" means either or both, as the context may require, of the Facility Agent and the Security Trustee.

"Requisition Proceeds" means, in respect of the Aircraft, any moneys and/or other compensation received directly by any party to the Deed in respect of the Compulsory Acquisition of such Aircraft or requisition for hire or use thereof.

"Security Documents" means each Mortgage and the Account Charge.

"Security Trustee" means PK AirFinance S à r.l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, as security trustee for the Finance Parties.

"State of Registration" means the United Kingdom or any other state or territory from time to time with whose Aviation Authority a particular Collateral Aircraft is registered in accordance with the provisions of Schedule 8 (*Registration, Maintenance and Operation*) of the Facility

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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

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Agreement.

"Transaction Documents" means the Facility Agreement, the Fee Letter and the Security Documents.

"Warranties" means, in relation to the Aircraft, any warranty, express or implied, with respect to such Aircraft, made by the manufacturer thereof,



L/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1777777
CHARGE NO. 708

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND
FIRST PRIORITY AIRCRAFT MORTGAGE DATED 12 JUNE 2012
AND CREATED BY BRITISH AIRWAYS PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE FINANCE PARTIES OR ANY OF THEM 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 25 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JUNE 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES