

233001/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

TUESDAY



A09 *A2KI34BK* #293
05/11/2013
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 1 7 7 7 7 7 7 ✓

Company name in full British Airways Plc ✓

749 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 Charge creation date

Charge creation date 1 8 1 0 2 0 1 3 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name NBB Cotswolds Lease Co , Ltd ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MRO1

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X For and on behalf of the Chargee
Allen & Overy LLP

X

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

MRO1

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Katherine Fleming

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

P.

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 1777777

Charge code. 0177 7777 0749

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2013 and created by BRITISH AIRWAYS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2013

Given at Companies House, Cardiff on 8th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

ASSIGNMENT OF INSURANCES

18 OCTOBER 2013

BRITISH AIRWAYS PLC
as Assignor

and

NBB COTSWOLDS LEASE CO., LTD.
as Assignee

in respect of
one Boeing 777-300ER aircraft
Manufacturer's Serial No. 38430
Registration Mark G-STBG

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

CERTIFIED A TRUE COPY



ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 18 October 2013 and made

BETWEEN

- (1) **BRITISH AIRWAYS PLC**, a public limited liability company incorporated and existing under applicable law of England (company no 1777777) having its registered office at Waterside, PO Box 365, Harmondsworth UB7 0GB, England (the Assignor), and
- (2) **NBB COTSWOLDS LEASE CO , LTD.**, a corporation formed as a *kabushiki kaisha* under the laws of Japan with its registered office at 3-3-2 Nihonbashi Hamacho, Chuo Ku, Tokyo, 103 0007, Japan (the Assignee)

BACKGROUND

- (A) The Assignee is leasing the Aircraft to the Assignor pursuant to the Lease Agreement
- (B) In compliance with its obligations pursuant to the Lease Agreement, the Assignor has obtained and is maintaining the Insurances
- (C) The Assignor has agreed to assign its interest in the Relevant Insurances to the Assignee in order to secure the obligations of the Assignor under the Lease Agreement and the payment of all amounts due thereunder

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed

Aircraft means the Boeing 777-300ER aircraft bearing manufacturer's serial number 38430 together with any one or more of the two General Electric GE90-115B engines bearing the manufacturer's serial numbers 907380 and 907383, as more particularly described in the Lease Agreement.

Deed means this Assignment of Insurances together with the recitals as originally executed by the parties hereto, as the same may be amended, modified or supplemented from time to time by agreement in writing executed by both parties hereto

Insurances means any and all contracts or policies of insurance required to be effected and maintained under the Lease Agreement

Lease Agreement means the lease agreement in relation to the Aircraft dated on or about the date of this Deed and made between the Assignee, as lessor, and the Assignor, as lessee, as the same may be amended, modified, supplemented or superseded from time to time

Relevant Insurances means all policies and contracts in respect of the Insurances, other than the Insurances in respect of liabilities to third parties (including, without limitation, policies of insurance in respect of aviation legal liability insurance covering aircraft third party, passenger, baggage, cargo and mail and airline general third party liability)

Requisition Compensation means all moneys or other compensation from time to time receivable by the Assignor in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft

Secured Obligations means the obligations of the Assignor to the Assignee under the Lease Agreement and the payment of all amounts due thereunder from time to time

1.2 Construction

- (a) Capitalised terms defined in the Lease Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) Clause headings are for ease of reference only
- (c) References in this Deed to clauses are, unless otherwise specified, references to clauses of this Deed

2. ASSIGNMENT

- (a) The Assignor hereby assigns and agrees to assign absolutely to the Assignee all of its present and future rights, title and interest in and to
 - (i) all proceeds of and all other amounts payable to the Assignor under or in respect of the Relevant Insurances insofar as the same relates to the Aircraft,
 - (ii) all claims of whatsoever nature under the Relevant Insurances insofar as the same relates to the Aircraft and any returns of premiums in respect thereof, and
 - (iii) all Requisition Compensation
- (b) The Assignee shall, at the cost and expense of the Assignor, re-assign the property assigned pursuant to Clause 2(a) upon all of the Secured Obligations being discharged in full.

3. COVENANT

The Assignor covenants that it shall

- (a) promptly following execution of this Deed give notice of this Deed and the assignment herein contained to the insurance brokers through which the Relevant Insurances are from time to time effected and maintained substantially in the form set out in Schedule 1 (Form of Notice of Assignment of Insurances) or such other form as may be agreed by Assignor and Assignee, and
- (b) not further assign, pledge or charge its right, title and interest in and to the Relevant Insurances or the Requisition Compensation assigned by this Deed or any proceeds thereof to anyone other than the Assignee

4. FURTHER ASSURANCE

The Assignor covenants that it will from time to time at the request of the Assignee do all such things and execute all such documents as the Assignee may reasonably consider necessary or desirable for giving full effect to this Deed or for securing the rights of the Assignee hereunder

5. POWER OF ATTORNEY

The Assignor hereby irrevocably by way of security and for so long as any Secured Obligations remain undischarged appoints the Assignee its attorney for and on its behalf and in its name and as its act and deed to execute, seal and otherwise perfect any document as is referred to in Clause 4 (Further Assurance) and to do all such acts and execute all such documents necessary for the purpose of fully exercising its rights hereunder as it itself could have done or executed in relation to any

Relevant Insurances taken out in respect of the Aircraft or in respect of any Requisition Compensation arising in respect of the Aircraft **provided that** the Assignee shall not exercise the authority conferred on it in this Clause unless an Event of Default has occurred and is continuing

6. APPLICATION OF INSURANCE PROCEEDS/REQUISITION COMPENSATION

All proceeds of any Relevant Insurances and Requisition Compensation received by the Assignor or the Assignee shall be dealt with and applied in accordance with paragraph 3.3 of schedule 7 (Insurance Requirements) or clause 19.4 of the Lease Agreement, as the case may be

7. SUCCESSORS AND TRANSFEREES

- (a) This Deed shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assignees and permitted transferees
- (b) No party may assign or transfer any of its rights or obligations under this Deed other than in accordance with clause 29 (Assignment) of the Lease Agreement

8. CONTINUING AND INDEPENDENT SECURITY

- (a) This Deed and the security hereby created shall be a continuing security and, without limitation, shall not be, nor be considered as, satisfied by any intermediate discharge or payment of or on account of any liabilities or any settlement of accounts between the Assignor and the Assignee.
- (b) This Deed and the security hereby created shall be in addition to and not in substitution for or derogation of any other security (whether given by the Assignor or otherwise) now or from time to time hereafter held by the Assignee in respect of or in connection with any or all of the Secured Obligations hereby secured
- (c) The Assignee need not before exercising any of the rights, powers or remedies conferred upon it by this Deed or by law (i) take action or obtain judgment against the Assignor or any other person in any court, (ii) make or file claim or proof in a winding-up or liquidation of the Assignor or any other person or (iii) enforce or seek to enforce the recovery of the Secured Obligations hereby secured or any other security such as is mentioned in Clause 8(b)
- (d) The Assignee may in its discretion (i) grant time or other indulgence or make any other arrangement in respect of any of the Secured Obligations hereby secured or of any other security therefor or of any other person or persons not parties hereto or (ii) vary any provision of the Lease Agreement or any Transaction Document without prejudice to this security and the security created by this Deed shall not be in any way discharged or impaired by reason of any other circumstance which might (but for this provision) constitute a legal or equitable discharge of such security
- (e) Section 93 of the Law of Property Act 1925 shall not apply to this Deed

9. NOTICES

The provisions of clause 28 (Notices) of the Lease Agreement shall apply *mutatis mutandis* to this Deed

10. COUNTERPARTS

This Deed may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and both such counterparts together shall constitute one and the same instrument

11. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law
- (b) The Assignor irrevocably agrees for the benefit of the Assignee that any proceedings may be brought in the courts of England and for such purposes irrevocably submits to the jurisdiction of such courts
- (c) The Assignor hereby irrevocably waives any objection to the nomination of the courts referred to in Clause 11(b) on the grounds of venue or forum non-conveniens or any similar grounds and consents to service of process in any manner permitted by law
- (d) No person who is not a party to this Deed shall be entitled to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first before written

SCHEDULE 1

FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

To [●] (Insurer)

Dated [●]

Dear Sirs

One Boeing 777-300ER Aircraft with manufacturer's serial number 38430 and Registration Mark G-STBG
(the Insured Aircraft)

1 We hereby give you notice that by an Assignment of Insurances dated [●] October 2013 (the Assignment) made between British Airways Plc (the Assignor) and NBB Cotswolds Lease Co., Ltd. (the Assignee), the Assignor has assigned to the Assignee all its rights, title and interest in and to, *inter alia*.

(a) all proceeds of, and all other amounts payable to the Assignor under or in respect of the Relevant Insurances (as defined in the Assignment) insofar as the same relates to the Insured Aircraft,

(b) all claims of whatsoever nature under the Relevant Insurances insofar as the same relates to the Insured Aircraft and any returns of premiums in respect thereof,

but excluding any such rights, title and interest in and to insurances in respect of liabilities to third parties in respect of the Insured Aircraft (including, without limitation, policies of insurance in respect of aviation legal liability insurance covering aircraft third party, passenger, baggage, cargo and mail and airline general third party liability)

2 The Assignee gives you notice that by a Lessor Security Agreement dated [●] October 2013 (the Lessor Security Agreement) made between the Assignee and Speedmarque 2013 Limited (the Owner), the Assignee has assigned to the Owner all its rights, title and interests in and to, among other things, the Assignment

3 The Owner gives you notice that by an Owner Security Deed dated October 2013 (the Owner Security Deed) made between the Owner and Speedbird 2013 Limited (the Security Holder), the Owner has assigned to the Security Holder all its rights, title and interests in and to, among other things, the Assignment as assigned to it under the Owner Security Deed

4. This notice and any non-contractual obligations arising out of or in connection with the same shall be governed by, and construed in accordance with, English law

Yours faithfully

BRITISH AIRWAYS PLC

NBB COTSWOLDS LEASE CO., LTD.

SPEEDMARQUE 2013 LIMITED

SPEEDBIRD 2013 LIMITED

SIGNATORIES

The Assignor

The Common Seal of BRITISH AIRWAYS PLC)
was hereunto affixed in the presence of:)

The Assignee

EXECUTED as a DEED by)
NBB COTSWOLDS LEASE CO., LTD.)
acting by its)
in the presence of)

~~Karina Gates~~
~~Attorney-in-Fact~~

Redacted
under s859G
of the
Companies
Act 2006

Witness's signature:

Name: ... Alice Darling ...

Address: ... Clifford Chance, 10 Upper Bank Street,
London, E14 5JJ

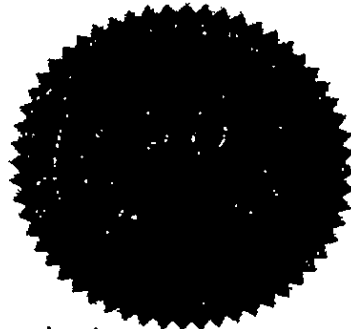
Redacted
under s859G
of the
Companies
Act 2006

Redacted
under s859G
of the
Companies
Act 2006

SIGNATORIES

The Assignor

The Common Seal of BRITISH AIRWAYS PLC)
was hereunto affixed in the presence of:)



ANDREW FLEMING, COMPANY SECRETARY

Redacted under
S859G of the Companies
Act 2006

The Assignee

EXECUTED as a DEED by)
NBB COTSWOLDS LEASE CO., LTD.)
acting by its)
in the presence of.)

Witness's signature:

Name:

Address: