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COMPANIES FORM No. 395

Particulars of a charge

395

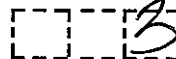
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Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number



2524595

Name of company

BRITISH MEDITERRANEAN AIRWAYS

Limited

Date of creation of the charge

26TH JUNE 1995

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

DEED OF CHARGE OVER CREDIT BALANCES

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

6/1a

Short particulars of all the property mortgaged or charged

The Attached Schedule contains certain covenants by and restrictions on the Chargor which protect and further define the Charge and which must be read as forming part of the Security.

PLEASE SEE OVERLEAF AND CONTINUATION SHEET

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

BARCLAYS BANK PLC

54 LOMBARD STREET
LONDON EC3P 3AH

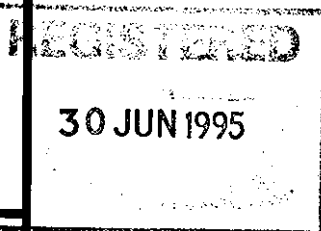
Presentor's name, address and
reference (if any): 20 - 14- 33

BARCLAYS SECURITIES CENTRE
P.O. BOX 299
BIRMINGHAM
B1 3PF

For official use

Mortgage section

Post room



Time critical reference



Particulars as to commission, allowance or discount

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FOR BARCLAYS BANK PLC

29 JUN 1995

Signed

Date

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

Designation of position in relation to the company: **MANAGER
BARCLAYS SECURITIES CENTRE**

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

THE CHARGE CREATES A FIXED CHARGE OVER ALL THE "DEPOSIT(S)" REFERRED TO IN THE SCHEDULE (INCLUDING ALL OR ANY PART OF THE MONEY PAYABLE PURSUANT TO SUCH DEPOSIT(S) AND THE DEBTS REPRESENTED THEREBY), TOGETHER WITH ALL INTEREST FROM TIME TO TIME ACCRUING THEREON. IT ALSO CREATES AN ASSIGNMENT BY THE CHARGOR, FOR THE PURPOSES OF AND TO GIVE EFFECT TO THE SECURITY, OVER THE RIGHT OF THE CHARGOR TO REQUIRE REPAYMENT OF SUCH DEPOSIT(S) AND INTEREST THEREON.

SCHEDULE

DETAILS OF THE CHARGED DEPOSIT(S)

IN THE SECURITY THE EXPRESSION "DEPOSIT(S)" IS DEFINED TO MEAN ALL SUMS OF MONEY IN ANY CURRENCY:

- (A) DEPOSITED OR PAID BY THE CHARGOR WITH OR TO THE BANK OR HELD BY THE BANK ON BEHALF OF THE CHARGOR PURSUANT TO THE DEPOSIT CONTRACT(S), SHORT PARTICULARS OF WHICH ARE GIVEN BELOW; AND
- (B) DEPOSITED OR PAID BY THE CHARGOR WITH OR TO THE BANK OR HELD BY THE BANK ON BEHALF OF THE CHARGOR (WHETHER IN AN ACCOUNT OR OTHERWISE) NOW OR AT ANY TIME DURING THE CURRENCY OF THE SECURITY, UNLESS THE BANK AGREES IN WRITING BEFORE SUCH DEPOSIT OR PAYMENT IS MADE THAT IT SHALL NOT BE SUBJECT TO THE SECURITY (PROVIDED THAT THIS PARAGRAPH SHALL NOT EXTEND TO ANY MONEY IN ANY CURRENT ACCOUNT); AND
- (C) REPRESENTING THE RENEWAL OR REPLACEMENT OF OR FOR ANY SUMS DEPOSITED OR PAID OR HELD AS SET OUT IN THE FOREGOING PARAGRAPH(S).

DETAILS OF CHARGED DEPOSIT CONTRACT(S)

BARCLAYS BANK PLC RE BRITISH MEDITERRANEAN AIRWAYS LIMITED
CURRENCY FIXED TERM DEPOSIT
DEAL NUMBER 6119996

CONTINUED

PARTICULARS OF A CHARGE (CONTINUED)

NAME OF COMPANY:

COMPANY NUMBER:

BRITISH MEDITERRANEAN AIRWAYS LIMITED

2524595

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED
CONT.Covenants and Restrictions

The Chargor has agreed, under Clause 3 of the Security, that during the currency of the Security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Bank or paid to it or held by it, such Deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Bank for repayment of such Deposit(s) or for payment of interest thereon, unless the Bank shall first have agreed to release the Security insofar as it concerns such Deposit(s).

The Chargor is prohibited by Clause 6 of the Security from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the Security or its right, title or interest therein, or agreeing so to do.

Without prejudice to the Bank's other rights and as a separate and independent stipulation, the Chargor has agreed, under Clause 9 of the Security, that the Bank may at any time or times without notice to the Chargor combine or consolidate any or all sums of money (or part(s) thereof) now standing or after the date of the Charge from time to time standing to its credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with the Bank or opened by it on behalf of the Chargor with some third party and whether opened in the Chargor's name or in the Bank's name or otherwise) with all or such part of the Secured Sums as the Bank may determine (whether presently payable or not).

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02524595

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER CREDIT BALANCES DATED THE 26th JUNE 1995 AND CREATED BY BRITISH MEDITERRANEAN AIRWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 1995.

N. S. Berkley

N. S. BERKLEY
for the Registrar of Companies



C O M P A N I E S H O U S E

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