

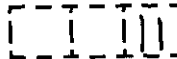
## Particulars of a mortgage or charge

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



01970855

Name of company

\* BAA Limited

Date of creation of the charge

19 January 2007

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

Share security deposit agreement (the "Agreement") between the Depositors (as defined in Schedule 1) and The Royal Bank of Scotland plc as security trustee (the "Security Trustee")

Amount secured by the mortgage or charge

Please see Schedule 2 (Amount secured by the mortgage or charge)

Terms are not otherwise defined herein are defined in Schedule 1 (Definitions) attached.

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

The Royal Bank of Scotland plc as the Security Trustee, 135 Bishopsgate, London,

Postcode EC2M 3UR

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

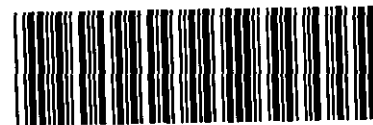
Clifford Chance Limited Liability  
10 Upper Bank Street  
London  
E14 5JJ

For official Use (06/2005)

Mortgage Section

| Post room

WEDNESDAY



LD5

\*LD11BMO2\*

31/01/2007

254

COMPANIES HOUSE

Time critical reference

The Depositor II Shares (as defined 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)

None

Signed Clifford Chance LLP Date 30 January 2007

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

On behalf of ~~XXXXXX~~ [mortgagee/beneficiary] †

† 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

**"Company"** means BUD Holding Vagyonkezelő Zártkörűen Működő Részvénytársaság, a company limited by shares (részvénytársaság) incorporated under the laws of Hungary, registered under company register number: Cg.01-10-045311, having its statutory seat at 1061 Budapest, Andrássy út 11.

**"Creditors"** means the Senior Creditors and the Junior Creditors.

**"Depositor II Shares"** means all Shares owned by Depositor II in the Company from time to time, representing Depositor II's title to such corresponding interest in the Company or Depositor II title to the relevant liquidation portion upon the insolvency of the Company. The ownership interest of the Depositor I, as at the date of the Agreement as specified in Schedule I thereto.

**"Depositors"** means each of:

- (a) BAA (International Holdings) Limited, a company incorporated under the laws of England and Wales, having its seat at London SW1W 9TQ, Belgrave House, 76 Buckingham Palace Road, England, registered under company register number: 0300035, as guarantor under each of the Facilities Agreements (as defined below) and depositor under the Agreement (hereinafter referred to as the **"Depositor I"**);
- (b) BAA Limited, a company incorporated under the laws of England and Wales, having its seat at London SW1W 9TQ, Belgrave House, 76 Buckingham Palace Road, England, registered under company register number: 0970855, as borrower under each of the Facilities Agreements and depositor under the Agreement (hereinafter referred to as the **"Depositor II"**).

**"Facilities Agreements"** means collectively the Junior Facility Agreement and the Senior Facilities Agreement.

**"Finance Document"** has the meaning given to that term in the Intercreditor Agreement.

**"Hedging Agreements"** means the Senior Hedging Agreements and the Junior Hedging Agreements.

**"Hedge Counterparties"** means each financial institution named on the signing pages as a Hedge Counterparty and any financial institution which becomes a Party in accordance with the terms of Clause 6 (*Hedge Counterparties: Rights and Obligations*) or Clause 17.4 (*Change of Hedge Counterparty*) of the Intercreditor Agreement.

**"Intercreditor Agreement"** means the intercreditor agreement dated 18 April 2006 as amended and restated on 29 September 2006 (and as amended, amended and restated,

supplemented or otherwise modified from time to time), made between, among others, The Royal Bank of Scotland plc as senior agent, junior agent and security trustee, Airport Development and Investment Limited and the Lenders.

**"Junior Creditors"** means the Junior Lenders, the Junior Refinancing Creditors and the Junior Hedge Counterparties in respect of their Junior Hedging Liabilities.

**"Junior Facility Agreement"** means the junior facility agreement dated as of 7 April 2006 as amended and restated on 29 September 2006 (and as amended, amended and restated, supplemented or otherwise modified from time to time), made between, among others, Airport Development and Investment Limited as borrower, ADI Finance 2 Limited as guarantor, Banco Santander Central Hispano, S.A., London Branch, Citigroup Global Markets Limited, The Royal Bank of Scotland Plc, HSBC Bank Plc and Calyon Sucursal en Espana as mandated lead arrangers, the The Royal Bank of Scotland Plc as agent and security trustee and the financial institutions listed in Part III of Schedule 1 (*Original Hedge Counterparties*) thereof as original hedge counterparties.

**"Junior Financings"** means the Junior Facility, each Junior Refinancing Facility and the Junior Hedging Liabilities

**"Junior Finance Documents"** means:

- (a) the Finance Documents as defined in the Junior Facility Agreement; and
- (b) any agreement or document relating to any of the Junior Financings.

**"Junior Hedging Agreement"** means any agreement entered into by Airport Development and Investment Limited and a Hedge Counterparty in connection with cross currency swap transactions and/or interest rate hedging transactions designated as a "Junior Hedging Agreement" and/or expressed to be governed by the terms of a master agreement, schedule or other agreement designated as a "Junior Hedging Agreement".

**"Junior Hedge Counterparties"** means each financial institution named on the signing pages as a Junior Hedge Counterparty and any financial institution to whom the Junior Liabilities are owed under a Hedging Agreement which has acceded to the Intercreditor Agreement in accordance with the terms of Clause 6 (*Hedge Counterparties: Rights and Obligations*), Clause 17.4 (*Change of Hedge Counterparty*) or Clause 17.9 (*New Creditors*) of the Intercreditor Agreement.

**"Junior Hedging Liabilities"** means the Liabilities owed by any Obligor to any Hedge Counterparties under the Junior Hedging Agreements.

**"Junior Lenders"** means each Lender (as defined in and party to the Junior Facility Agreement).

**"Junior Liabilities"** means the Liabilities owed by the Obligors to the Junior Creditors under or in connection with the Junior Finance Documents, any Junior Refinancing Facility and the Junior Hedging Liabilities.

**"Junior Refinancing Creditors"** means the providers of any Junior Refinancing Facility.

**"Junior Refinancing Facility"** means any facilities or other financings (other than in each case, a Senior Refinancing Facility) which refinance, in whole or in part, the Junior Facility or any Junior Refinancing Facilities.

**"Liabilities"** means all present and future liabilities and obligations at any time of any Obligor to any Creditor, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

**"Obligor"** has the meaning given to that term in the Intercreditor Agreement.

**"Senior Creditors"** has the meaning given to that term under the Intercreditor Agreement.

**"Senior Hedging Agreement"** means any agreement entered into by Airport Development and Investment Limited and a Hedge Counterparty in connection with cross currency swap transactions and/or interest rate hedging transactions designated as a "Senior Hedging Agreement" and/or expressed to be governed by the terms of master agreement, schedule or other agreement designated as a "Senior Hedging Agreement".

**"Secured Obligations"** means all the Liabilities and all other present and future obligations at any time due (including any liability in respect of any further advances), owing or incurred by any Obligor (i) to any Secured Party under the Finance Documents, whether present or future, actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity and (ii) to the Special Participant in respect of the Special Participant Liabilities whether incurred solely or jointly and as principal or surety or in any other capacity

**"Secured Parties"** has the meaning given to such term in the Intercreditor Agreement.

**"Senior Facilities Agreement"** means the senior facilities agreement dated as of 7 April 2006 as amended and restated on 29 September 2006 (and as amended, amended and restated, supplemented or otherwise modified from time to time), made between Airport Development and Investment Limited and BAA Limited as borrowers and guarantors, Banco Santander Central Hispano, S.A., London Branch, Citigroup Global Markets Limited, The Royal Bank of Scotland Plc, HSBC Bank Plc and Calyon Sucursal en Espana as mandated lead arrangers, The Royal Bank of Scotland Plc as agent, the financial institutions listed in Part III of Schedule 1 (*Original Hedge Counterparties*) thereof as original hedge counterparties and the Royal Bank of Scotland as issuing bank, LNG bank and security trustee.

**"Share"** means any ordinary share issued by, and representing ownership interest in, the Company (whether issued in global form or otherwise).

**SCHEDULE 2**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

1.1 The Secured Obligations up to the amount of:

- (i) £8,970,000,000 principal; plus
- (ii) all accrued interest, plus
- (iii) all accrued default interest, plus
- (iv) any other indemnities, fees, commissions, costs and expenses (including expenses arising in connection with the enforcement of the Agreement) arising under or in connection with the Facilities Agreements and/or any other Finance Documents.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01970855

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE SECURITY DEPOSIT AGREEMENT DATED THE 19th JANUARY 2007 AND CREATED BY BAA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE UP TO THE AMOUNT OF £8,970,000,000 PRINCIPAL AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY SECURED PARTY AND TO THE SPECIAL PARTICIPANT AND ANY CREDITOR ON ANY ACCOUNT WHATSOEVER 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 31st JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th FEBRUARY 2007.

*RDW*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES