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CHA 116

Please do not
write in
this margin

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

*insert full name
of company

† delete as
appropriate

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

§ the date of
registration may be
confirmed from the
certificate

§ insert brief details
of property or
undertaking no
longer subject to
the charge

COMPANIES FORM No. 403b

Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking

Pursuant to section 403(1) (b) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[3]

2020381

Name of company

* London Luton Airport Limited ("LLA")

I, Kathryn Iris Jones, the authorised representative of the Council
of the Borough of Luton, Town Hall, Luton LU1 2BA

[a director] [the secretary] [the administrator] [the administrative receiver] † of the above company, do

solemnly and sincerely declare that with respect to the charge described below the part of the property
or undertaking described [has been released from the charge] ~~has ceased to form part of the~~
~~company's property or undertaking~~ †

Date and description of charge ‡ Debenture dated 31 March 1989

Date of registration § 18 April 1989

Name and address of [chargee] [trustee for the debenture holders] † The Council of the Borough
of Luton, Town Hall, Luton, Bedfordshire LU7 2BT

Short particulars of property or undertaking released or no longer part of the company's property or
undertaking § The Transferred Assets as detailed in Paragraph 1 of the
attached continuation sheet.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at TAYLOR WALTON
36-44 Alma Street
Luton
Bedfordshire LU1 2PL

Declarant to sign below

the 4th day of September

one thousand nine hundred and ninety eight

before me M C Rennie

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

Pinsent Curtis (MZ)
Dashwood House
69 Old Broad Street
London
EC2M 1NR
3075046.06

For official use
Mortgage section

Post room



Form 403b Continuation Sheet

1 Transferred Assets

Transferred Assets means all the property, undertaking, rights and assets agreed to be transferred to the Concessionaire under Schedule 2 of the Concession Agreement comprising:-

- 1.1 the Books and Records;
- 1.2 the Business Information;
- 1.3 the Loose Plant;
- 1.4 the Stock;
- 1.5 the benefit of the Contracts, and, subject to Clause 11 of the Concession Agreement, the burden thereof; and
- 1.6 the benefit of any sum to which LLA is entitled from its insurers in respect of damage to any of the Transferred Assets or any of the Property Let, other than any sum expended by LLA before Completion in making good or reinstating the loss or damage, provided that LLA shall not be obliged to pay to the Concessionaire any sum in excess of that which it actually recovers provided further that the sum is not already taken into account in the Completion Balance Sheet.

2 Definitions

In this Form 403b and in the Concession Agreement, the following words have the following meanings:-

"Accounts"	means the audited balance sheet of LLA as at, and the audited profit and loss account and cash flow statement of LLA for the financial year ended on, the Accounts Date;
"Accounts Date"	means 31 March 1998;
"Accounting Policies"	means the policies set out in Appendix 3 to Schedule 2 of the Concession Agreement;

"Advance Works"

means those works or services forming part of the Concessionaire Works which have been carried out by or on behalf of LLA before the Commencement Date as referred to in the Scope Book;

"Airport"

means the aerodrome and all associated facilities located in the Borough of Luton currently known as "London Luton Airport" and comprises all the land, building and structures at the Airport Site;

"Airport Business"

means the business of the Concessionaire comprising the provision of the Airport Services;

"Airport Services"

means the Core Airport Services and the provision of any other business, activities, facilities and services ordinarily provided from time to time at airports in connection with the Core Airport Services including, but without limitation, the following ancillary businesses, activities, facilities and services:

- (a) the allocation of access to the Airport for commercial vehicles including buses, coaches and taxis;
- (b) the provision of money exchange booths/ATM machines;
- (c) the provision of car wash services and valet parking services;
- (d) the allocation of Airport advertising;
- (e) the allocation of hotel/car rental courtesy access phones;

- (f) the provision of public telephones and other communication facilities;
- (g) the provision of business centres;
- (h) the provision of baggage carts;
- (i) the progressive development of existing retail and/or catering services analogous to developments at other airports; and
- (j) the provision of new buildings, structures and facilities at the Airport for the better provision of the Core Airport Services;

and such other businesses, activities, facilities and services as may be approved by LLA in accordance with Clause 4.3 of the Concession Agreement;

"Airport Site"

means the site of the Airport more particularly described as the "Leased Property" in the Property Lease and any additions thereto during the Concession Period, and including the Landing Lights Areas and (if the Amenity Land Lease is granted) the premises comprised within the Amenity Land Lease;

"Amenity Land"

means the land more particularly described as the "Leased Property" in the Amenity Land Lease;

"Amenity Land Lease"

means "the Lease" as so defined in the Option Agreement;

"Books and Records"

means all of the books and records, lists of customers and suppliers, books of account and other records of any kind whatsoever of LLA in relation to the Business including

(without limitation) all records relating to the Initial Employees but excluding any records referred to in section 49(1) VATA and also excluding the Retained Records;

"Business"	the business of managing and operating the Airport carried on by LLA up to Completion;
"Business Information"	means all information relating to the marketing of the Airport and its services (including customer names and lists, sales targets, sales statistics, market share statistics, marketing surveys and reports, marketing research and advertising or other promotional materials and media buying information materials) belonging to LLA and used in connection with the Business;
"Collateral Agreements"	means the EPC Direct Agreement, the Funder's Direct Agreement, the Pensions Deed and the Deed of Appointment;
"Commencement Date"	has the meaning given to it in Clause 2.2 of the Concession Agreement;
"Commercial Contracts"	means the agreements marked "CC" in the Disclosure Bundle Index attached to the Disclosure Letter;
"Completion"	means completion of the transfer of the Transferred Assets in accordance with this Schedule 2 of the Concession Agreement;
"Completion Balance Sheet"	means a balance sheet showing a true and fair view of the state of affairs of LLA as at the Completion Date, prepared on a basis consistent with the Accounts using the same accounting principles policies and practices (in each case, save as varied by the Accounting Policies).
"Concession Agreement"	means the concession agreement dated 20 August 1998 between

the Council, LLA, London Luton Airport Operations Limited and London Luton Airport Group Limited;

"Concession Documents"	means the Concession Agreement, the Property Lease, the Option Agreement and (if granted) the Amenity Land Lease;
"Concession Period"	means the period commencing on the Commencement Date and expiring on the date following a period of 30 years thereafter plus the period of all and any extensions to the Concession Period agreed or determined under any provision of the Concession Agreement or, if earlier, the Termination Date;
"Concessionaire"	means London Luton Airport Operations Limited;
"Concessionaire Works"	means the works and services defined as the "Works" in the EPC Contract;
"Contractor"	means Bechtel Limited, a company incorporated in England and Wales with registered number 506133 whose registered office is at PO Box 749, 245 Hammersmith Road, London W6 8DP, or any replacement contractor or contractors under the EPC Contract approved by LLA in accordance with Clause 8.11 of the Concession Agreement;
"Contracts"	means all contracts, of LLA (including any lease, licence or other right granted to LLA in respect of the occupation or use of land owned by any third party) relating to the Business which are subsisting as at Completion, including, without limitation, the Commercial Contracts, the Occupational Documents, the Third Party Rights, the Customer Contracts, the Supplier Contracts, the Finance Agreements, the Pensions Administration Agreement and any licences in respect of Intellectual Property, except to the extent comprising Excluded Contracts;

"Core Airport Services"	means the services listed in Schedule 3 of the Concession Agreement;
"Council"	means the Council of the Borough of Luton;
"Council Contract"	means any contracts between LLA and the Council;
"Customer Contracts"	means those contracts entered into by LLA for the supply of goods and/or services by LLA in connection with the Business which are subsisting at Completion;
"Debentures"	means the six debentures executed by LLA in favour of the Council, variously dated (1) 1 April 1987, (2) 20 July 1988, (3) 14 April 1989, (4) 31 July 1990, (5) 25 March 1994 and (6) 31 March 1995 (as varied on the date of the Concession Agreement);
"Deed of Appointment"	means the deed between the Concessionaire (1) the current trustees of the LLA Scheme (2), the new trustees of the LLA Scheme (3) and the new trustee nominated by LLA, (4) in the agreed form attached to the Concession Agreement marked "G" with the details of parties names inserted to be executed by the Concessionaire upon Completion;
"Disclosure Bundle Index"	means the index attached to the Disclosure Letter;
"Disclosure Letter"	means the letter to the Concessionaire in the agreed form, a copy of which is attached to the Concession Agreement and marked "J" executed and delivered to the Concessionaire immediately prior to the execution of the Concession Agreement;
"Dornier Guarantee"	means a guarantee dated 24 October 1995 between LLA and

Dornier Luftfahrt GmbH;

"EPC Contract"

means the Engineering, Procurement and Construction Contract for the Concessionaire Works of even date herewith between the Concessionaire and the Contractor and any replacement contract or contracts entered into by the Concessionaire from time to time;

"EPC Direct Agreement"

means the Direct Agreement of even date herewith between LLA, the Concessionaire and the Contractor in respect of the EPC Contract;

"Excluded Contracts"

means the Phase I Development Contracts, the Concession Documents, the Collateral Agreements, the Master Novation Agreement, the Debentures, the Dornier Guarantee and the Council Contracts (other than a Service Level Agreement for support and maintenance between LLA (1) and the Council (2) dated April/May 1997, an agreement dated 23 September 1997 between LLA(1) and the Council (2) in relation to the provision of a manager for LLA's Motor Transport Department, and a Service Level Agreement for the provision of nursing administration between the Council (1) and LLA (2) dated 1 December 1993);

"Finance Agreements"

means those contracts entered into by LLA which are subsisting at Completion pursuant to which any assets used by LLA are (or are purportedly) being supplied to or are (or are purportedly) held by LLA on hire purchase, conditional purchase, hire rental, leasing licence, retention of title pending payment or other terms such that title thereto has not at Completion passed to LLA;

"Fixtures & Fittings"

means all fixtures and fittings in or upon the Property Let including, without limitation, plant and machinery, lifts, boilers, central heating,

air conditioning, lighting, plumbing, sanitary and sprinkler systems, baggage handling conveyor systems, electrical plant and generators, electronic and air navigational equipment and any other fixed plant from time to time in or upon the Property Let;

- "Funder's Direct Agreement" means the Direct Agreement made or to be made between LLA, the Council, the Concessionaire and Barclays Bank PLC in respect of the Concession Agreement;
- "Initial Employees" means all of the individuals employed by LLA in the Airport Business as at the Commencement Date;
- "Intellectual Property" means all legal and/or equitable interests in registered or unregistered trade marks, patents, registered and unregistered designs, applications for any of the foregoing, trading names, get-up, copyrights (including computer software), topographies of semi-conductor products, inventions, confidential information and any other similar intellectual property, including the rights described in Directive 96/9/EC;
- "Landing Lights Areas" means those areas demised by the Landing Lights Leases;
- "Landing Lights Leases" means the following leases:-
- (i) lease dated 23 October 1984 between Lynette Barbour (1) the Council (2);
 - (ii) lease dated 14 June 1998 between The St. Paul's Walden Bury Estate Company (1) Luton International Airport Limited (2);
 - (iii) lease dated 16 April 1986 between The Honourable Richard Oakley Pleydell-Bouverie (1) Mark Iain

Tennant and Robert Smith (2) The Honourable Richard
Oakley Pleydell-Bouverie (3) the Council(4);

"LLA Scheme"	means the pension scheme established by a deed of trust dated 28 March 1988, originally called the Luton International Airport Limited Pension Scheme and now known as the London Luton Airport Pension Scheme;
"Loose Plant"	means the loose and/or moveable plant, machinery, motor vehicles, tools, equipment, furniture and other like articles owned and/or used by LLA in connection with the Business at Completion (not being Fixtures and Fittings);
"Master Novation Agreement"	means the agreement dated 20 August 1998 entered into by the Council, LLA and the Contractor giving effect to the transfer of the trade contracts and professional team appointments for the Advance Works;
"Occupational Documents"	means the documents listed in Part P of the Disclosure Bundle Index to the Disclosure Letter;
"Option Agreement"	means the option agreement of even date herewith between (1) the Council (2) LLA (3) the Concessionaire relating to the Amenity Land;
"Pensions Administration Agreement"	means the Administration Agreement between LLA and the trustees of the London Luton Airport Pensions Scheme;
"Pensions Deed"	means the deed between (1) LLA, (2) the current trustees of the LLA Scheme and (3) the Concessionaire in the agreed form attached to the Concession Agreement marked "R" to be executed by the Concessionaire and LLA upon Completion;

"Phase I Development Contracts"	means those contracts which have been entered into by LLA in connection with the Advance Works;
"Property Lease"	means the lease to be entered into upon Completion between (1) LLA (2) the Council (3) the Concessionaire in the agreed form attached to the Concession Agreement marked "S" and relating to the property described therein as "Leased Property" and shown edged red on Plan A annexed thereto;
"Property Let"	means the Airport Site including, without limitation, all buildings and other structures, as improved and extended from time to time, roads, conducting media and amenities from time to time situated thereon and all Fixtures & Fittings;
"Retained Records"	the statutory books of LLA and the original title deeds relating to the Property Let;
"Scope Book"	means the Scope Book for the Concessionaire Works, a copy of which in the agreed form is attached to the Concession Agreement marked "T", as may be varied from time to time with the consent of LLA where required pursuant to Clause 8.10 of the Concession Agreement;
"Security Interest"	means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance or any other agreement or arrangement having substantially the same economic effect and includes any security as defined in section 248(b) of the Insolvency Act 1986;
"Stock"	means all stocks of consumables, stock in trade, spare parts and operating supplies owned and/or used by LLA in connection with the Airport Business at Completion;

"Supplier Contracts"	means the benefit (subject to the burden) of all contracts, arrangements and outstanding orders entered into prior to Completion by LLA with suppliers for the supply to LLA of goods or services (other than in respect of insurance) in connection with the Airport Business which are subsisting at Completion;
"Termination Date"	means the date that any termination of the Concession Agreement takes effect;
"Third Party Rights"	means any rights (including, without limitation, any contracts, easements, wayleaves or Security Interests);
"Transferred Assets"	means all the property, undertaking, rights and assets agreed to be transferred to the Concessionaire under Schedule 2 of the Concession Agreement, details of which are set out in paragraph 1 hereof; and
"VATA"	means the Value Added Tax Act 1994.