



Registration of a Charge

Company Name: **LEEDS BRADFORD AIRPORT LIMITED**

Company Number: **02065958**



Received for filing in Electronic Format on the: **29/06/2021**

XA7NXAH4

Details of Charge

Date of creation: **29/06/2021**

Charge code: **0206 5958 0016**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **THE MORTGAGED PROPERTY BEING THE FREEHOLD PROPERTY WITH TITLE NUMBER WYK698436 AND OTHER MORTGAGED PROPERTY SPECIFIED IN THE INSTRUMENT. THE INTELLECTUAL PROPERTY BEING THE EU TRADEMARK WITH REGISTRATION NUMBER 10860344 AND OTHER INTELLECTUAL PROPERTY SPECIFIED IN THE INSTRUMENT. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2065958

Charge code: 0206 5958 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2021 and created by LEEDS BRADFORD AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2021 .

Given at Companies House, Cardiff on 1st July 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION VERSION

DATED 29 June 2021

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

LUCID TRUSTEE SERVICES LIMITED
AS SECURITY AGENT

SUPPLEMENTAL SECURITY AGREEMENT

EXECUTED IN CONNECTION WITH THE
AMENDMENT AND RESTATEMENT OF A
FACILITIES AGREEMENT ORIGINALLY DATED 18
JANUARY 2019 AND AMENDED ON 16 MAY 2019
AND 26 JUNE 2020

SUPPLEMENTAL TO A DEBENTURE DATED 25
JANUARY 2019

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THIS SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on
29 June 2021

BY:

- (1) THE PERSONS listed in Schedule 1 (*The Chargors*) (each a "Chargor") in favour of
- (2) LUCID TRUSTEE SERVICES LIMITED, a company incorporated under the laws of England and Wales and with registration number 10992576 with its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG as security trustee for the each of the Secured Parties on the terms and conditions set out in the Facilities Agreement (the "Security Agent").

RECITALS:

- (A) The Lenders made a facility available to the Chargors pursuant to the Original Facility Agreement (each as defined below).
- (B) Pursuant to the Original Security Agreement (as defined below) each Chargor created security over its assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Security Agreement).
- (C) The Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below).
- (D) Each Chargors wishes to confirm the existing security created pursuant to the Original Security Agreement and grant security over the Charged Assets in respect of its obligations to the Lenders as amended by the Amendment Agreement.
- (E) This Supplemental Security Agreement is supplemental to the Original Security Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Security Agreement:

"Amended Facility Agreement" means the Original Facility Agreement as amended and restated by the Amendment Agreement.

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Agreement and including, for the avoidance of doubt, such obligations arising under the Secured Debt Documents on and after the Effective Date of the Amendment Agreement.

"Amendment Agreement" means the amendment and restatement agreement dated on or about the date hereof between among others, LBA Midco 2 Limited as the parent, Leeds Bradford Airport Limited as the borrower, Lucid Agency Services Limited as agent and Lucid Trustee Services Limited as security agent and the financial institutions named therein as Lenders.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*) of this Supplemental Security Agreement.

"Insurance Policy" means any policy of insurance specified in Schedule 4 (*Insurance Policies*) and any other policy of insurance which becomes, from time to time, sufficiently material (as determined by the relevant Chargor and the Security Agent, acting reasonably) in which any Chargor may from time to time have an interest (as amended or supplemented) excluding, for the avoidance of doubt, any policies relating to third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property" means the intellectual property specified in Schedule 3 (*Intellectual Property*) and any other material patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, which are from time to time, necessary for the Group's business (as determined by the relevant Chargor and the Security Agent, acting reasonably) whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest.

"Lenders" has the meaning given to the term in the Amended Facility Agreement.

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*).

"Original Security Agreement" means the debenture dated 25 January 2019 between, the Chargors and the Security Agent.

"Original Facility Agreement" means the facility agreement dated 19 January 2019 between among others, LBA Midco 2 Limited as the parent, Leeds Bradford Airport Limited as the borrower, and the financial institutions named therein as Lenders as amended from time to time before the Effective Date of the Amendment Agreement.

"Original Security" means the Security created by or pursuant to the Original Security Agreement.

1.2 Terms defined in other Secured Debt Documents

Unless defined in this Supplemental Security Agreement, or the context otherwise requires, a term defined in the Original Security Agreement, the Intercreditor Agreement or in any other Secured Debt Document has the same meaning in this Supplemental Security Agreement, or any notice given under or in connection with this Supplemental Security Agreement.

1.3 Construction

In this Supplemental Security Agreement:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency Symbols and definitions*) of the Amended Facility Agreement shall apply to the construction of this Supplemental Security Agreement, or in any notice given under or in connection with this Supplemental Security Agreement;
- (b) any reference to the "Security Agent", the "Secured Parties", the "Senior Creditors" or a "Chargor" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement; and
- (c) references in this Supplemental Security Agreement, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Security Agreement.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in this Supplemental Security Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Rights Act") to enforce or to enjoy the benefit of any term of this Supplemental Security Agreement.
- (b) Notwithstanding any term of this Supplemental Security Agreement, the consent of any person who is not a Party is not required to rescind or vary this Supplemental Security Agreement at any time.

1.5 Incorporation of provisions from Intercreditor Agreement

Clauses 20 (*Costs and Expenses*), 21 (*Other Indemnities*) and 23 (*Notices*) of the Intercreditor Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Intercreditor Agreement were references to this Debenture. Where the terms of this Debenture and those of the Intercreditor Agreement conflict, the terms of the Intercreditor Agreement shall prevail.

1.6 Present and future assets

- (a) A reference in this Supplemental Security Agreement to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets.

- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Security Agreement.

1.7 Real Property

- (a) A reference in this Supplemental Security Agreement to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Amended Facility Agreement and each other Secured Debt Document are incorporated into this Supplemental Security Agreement and each other Secured Debt Document to the extent required for any purported disposition of any Real Property contained in any Secured Debt Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4.13 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Security Agreement and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Security Agreement or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.9 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Supplemental Security Agreement and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 2 (*Amendment and Restatement*) of the Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Secured Debt Documents (including, but not limited to, under the Amended Facility Agreement).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental Security Agreement is:

- (a) created with full title guarantee subject to any security permitted under the Secured Debt Documents;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Security Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

3.2 Supplemental Security

- (a) All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.
- (b) Notwithstanding any references to a “first legal mortgage”, a “first fixed charge”, a “first floating charge” or any assets being free from any Security other than the Security created by this Supplemental Security Agreement, the existence of, and the Security created by the Original Security Agreement is acknowledged and there shall be no breach of, misrepresentation under, or default arising under, this Supplemental Security Agreement or any other Secured Debt Document by reason of the existence of the Original Security, or by reason of the Security created under this Supplemental Security Agreement ranking after the Original Security, and such references shall be construed accordingly.
- (c) The parties agree and acknowledge that any obligation on a Chargor under this Supplemental Security Agreement to deposit deeds, documents of title and evidence of ownership in relation to the Charged Assets or to deliver or serve any notice of security in relation to the Charged Assets (or procure any acknowledgements thereof) shall be satisfied as a result of that Chargor's compliance with the corresponding obligations to deposit such deeds, documents of title and evidence of ownership in relation to the Charged Assets or to perform or comply with such other requirement or obligation, in each case under the Original Security Agreement.

3.3 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. SUPPLEMENTAL FIXED SECURITY

4.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights.

4.5 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Security Agreement) and all Related Rights (to the extent not already charged under this Clause 4.5).

4.6 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.7 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4.9 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor.

4.10 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.11 (*Assignment of Control Accounts*) to 4.13 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Control Account, each Specific Contract and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets.

4.11 Assignment of Control Accounts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights.

4.12 Assignment of Specific Contracts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights.

4.13 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights.

5. SUPPLEMENTAL FLOATING CHARGE

Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor not effectively charged by way of fixed charge or assigned under Clauses 4.1 (*Mortgage of Real Property*) to 4.13 (*Assignment of Insurance Policies*).
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Secured Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above.

6. MISCELLANEOUS

6.1 Incorporation of provisions from Original Security Agreement

The provisions of clauses 2 (*Covenant to pay*), 5.2 (*Crystallisation: by notice*), 5.3 (*Crystallisation: automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14.2 to 14.5 (*Extension of Powers and Right of Appropriation*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receiver*), 17 (*Application of Proceeds*), 18 (*Protection of Purchasers*), 20 (*Effectiveness of Security*), 21 (*Prior Security Interests*), 22 (*Subsequently Security Interests*), 23 (*Suspense Accounts*), 24 (*Release of Security*), 25 (*Set-off*), 26 (*Assignment*), 27 (*Discretion and Delegation*), 28 (*Amendments and Waivers*) and 30 (*Jurisdiction*) and Schedule 3 (*Control Accounts*) to Schedule 4 (*Shares and Investments*) and Schedule 7 (*Form of Notice of Security to Account Bank*) to Schedule 9 (*Form of notice of assignment of Insurance Policy*) of the Original Security Agreement are incorporated into this Supplemental Security Agreement as if set out in full in this Supplemental Security Agreement, but so that references in those clauses to:

- (a) the "Facility Agreement" are references to the "Amended Facility Agreement";
- (b) the "Secured Obligations" are references to the "Amended Secured Obligations"; and
- (c) "Charged Assets" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Security Agreement; and
- (d) "this Debenture" are references to this Supplemental Security Agreement.

6.2 Original Security Agreement

Except insofar as supplemented by this Supplemental Security Agreement, the Original Security Agreement shall remain in full force and effect.

6.3 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Security Agreement shall continue in full force and effect notwithstanding this Supplemental Security Agreement and shall not merge in any security constituted by this Supplemental Security Agreement or be released, extinguished or affected in any way by the security constituted by this Supplemental Security Agreement.

7. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Security Agreement shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be

deemed due and payable for that purpose) on the date of this Supplemental Security Agreement but shall only be exercisable at any time after the occurrence of a Declared Default.

8. POWER OF ATTORNEY

8.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Supplemental Security Agreement or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of a Declared Default, the exercise of any right of a legal or beneficial owner of the Charged Assets),

provided that these powers cannot be exercised unless there has been a Declared Default or the relevant Chargor has failed to comply with a further assurance or perfection obligation in accordance with the terms of this Supplemental Security Agreement within 10 Business Days of being notified of that failure (with a copy of that notice being sent to Parent) and being requested to comply.

8.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers except to the extent caused by such attorney's fraud, negligence or wilful misconduct.

9. GOVERNING LAW

This Supplemental Security Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL SECURITY AGREEMENT has been signed by the Security Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Security Agreement.

**SCHEDULE 1
THE CHARGORS**

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
LBA Midco 2 Limited, registration number 10696773	England and Wales	<p>Address: Leeds Bradford Airport, Whitehouse Lane Yeadon, Leeds, LS19 7TU</p> <p>Fax: +44 113 2505426</p> <p>Email: vincent.hodder@lba.co.uk david.kunzer@lba.co.uk</p> <p>Attention: Chief Executive Officer and Chief Financial Officer</p>
Leeds Bradford Airport Limited, registration number 02065958	England and Wales	<p>Address: Leeds Bradford Airport, Whitehouse Lane Yeadon, Leeds, LS19 7TU</p> <p>Fax: +44 113 2505426</p> <p>Email: vincent.hodder@lba.co.uk david.kunzer@lba.co.uk</p> <p>Attention: Chief Executive Officer and Chief Financial Officer</p>
Yorkshire International Airport Limited, registration number 04728123	England and Wales	<p>Address: Leeds Bradford Airport, Whitehouse Lane Yeadon, Leeds, LS19 7TU</p> <p>Fax: +44 113 2505426</p> <p>Email: vincent.hodder@lba.co.uk david.kunzer@lba.co.uk</p>

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
LBA Services Limited, registration number 09400312	England and Wales	Attention: Chief Executive Officer and Chief Financial Officer Address: Leeds Bradford Airport, Whitehouse Lane Yeadon, Leeds, LS19 7TU Fax: +44 113 2505426 Email: vincent.hodder@lba.co.uk david.kunzer@lba.co.uk Attention: Chief Executive Officer and Chief Financial Officer

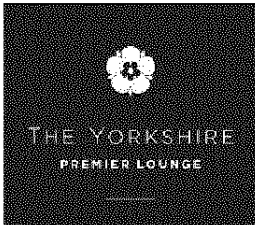

SCHEDULE 2
MORTGAGED PROPERTY




<u>Chargor</u>	<u>Property Description</u>	<u>Title Number</u>
Leeds Bradford Airport Limited	Freehold	WYK698436
	Freehold	WYK297373 (save for any part of the land within this title which is either (1) comprised within the land shown edged red (but excluding the parts coloured blue and coloured orange) on Plan 1 to the transfer dated 14 August 2018 made between (1) Leeds Bradford Airport Limited and (2) Andrew James Riddoch and Andrea Louisa Riddoch; or (2) comprised within the land shown edged red, edged purple, coloured blue and coloured orange on Plan 1 to the transfer dated 14 August 2018 made between (1) Leeds Bradford Airport Limited and (2) Hopewell Lane Management Company Limited)
	Freehold	WYK543408 (save for any part of the land within this title which is either (1) comprised within the land shown edged red (but excluding the parts coloured blue and coloured orange) on Plan 1 to the transfer dated 14 August 2018 made between (1) Leeds Bradford Airport Limited and (2) Andrew James Riddoch and Andrea Louisa Riddoch; or (2) comprised within the land shown edged red, edged purple, coloured blue and coloured orange on Plan 1 to the transfer dated 14 August 2018 made between (1) Leeds Bradford Airport Limited and (2) Hopewell Lane Management Company Limited)










<u>Chargor</u>	<u>Property Description</u>	<u>Title Number</u>
	Freehold	WYK664667
	Freehold	WYK655575
	Freehold	WYK463793
	Freehold	WYK357031
	Freehold	WYK259694
	Freehold	WYK643079
	Freehold	WYK263072
	Freehold	WYK395678
	Freehold	WYK657177
	Freehold	WYK624715
	Freehold	WYK547071
	Freehold	WYK698270
	Freehold	WYK461796
	Freehold	WYK500833
	Freehold	WYK547070
	Freehold	WYK657180
	Freehold	WYK500834
	Leasehold	WYK501284
	Leasehold	WYK657178
	Freehold	WYK706576
	Freehold	WYK723309
	Freehold	WYK574741
	Freehold	WYK232726
	Freehold	WYK286303










<u>Chargor</u>	<u>Property Description</u>	<u>Title Number</u>
	Freehold	WYK275282
	Freehold	WYK269721
	Freehold	WYK570873
	Freehold	WYK775942
	Freehold	WYK512407
	Freehold	WYK806314
	Freehold	WYK831477
	Freehold	WYK857105
	Freehold	WYK857106
	Freehold	WYK633927
	Freehold	YY75729
	Freehold	YY75726
	Freehold	YY97448






SCHEDULE 3 INTELLECTUAL PROPERTY

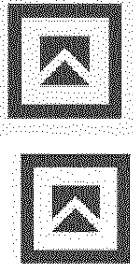
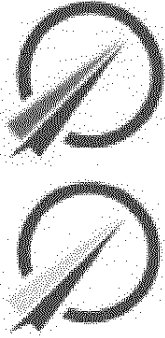


CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Leeds Bradford Airport Limited	European Union*		39, 41, 43, 45	04/05/2012	10860344	10860344	04/05/2022
Leeds Bradford Airport Limited	United Kingdom		39, 41, 43, 45	04/05/2012	10860344	UK00910860344	04/05/2022
Leeds Bradford Airport Limited	European Union*	BRADFORD AIRPORT [words]	09	06/09/2016	15803927	15803927	06/09/2026
Leeds Bradford Airport Limited	United Kingdom	BRADFORD AIRPORT [words]	09	06/09/2016	15803927	UK00915803927	06/09/2026
Leeds Bradford Airport Limited	European Union*	LEEDS AIRPORT [words]	09, 38, 39, 45	14/09/2015	14560981	14560981	14/09/2025
Leeds Bradford Airport Limited	United Kingdom	LEEDS AIRPORT [words]	09, 38, 39, 45	14/09/2015	14560981	UK00914560981	14/09/2025
Leeds Bradford Airport Limited	European Union*	LEEDS BRADFORD [words]	09, 38, 39, 45	14/09/2015	14561013	14561013	14/09/2025
Leeds Bradford Airport Limited	United Kingdom	LEEDS BRADFORD [words]	09, 38, 39, 45	14/09/2015	14561013	UK00914561013	14/09/2025
Leeds Bradford	European Union*	LEEDS BRADFORD AIRPORT [words]	09, 38, 39, 45	14/09/2015	14561039	14561039	14/09/2025



CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Airport Limited							
Leeds Bradford Airport Limited	United Kingdom	LEEDS BRADFORD AIRPORT [words]	09, 38, 39, 45	14/09/2015	14561039	UK00914561039	14/09/2025
Leeds Bradford Airport Limited	European Union*	LEEDS BRADFORD AIRPORT [words]	37, 39, 42	13/08/2015	14464275	14464275	13/08/2025
Leeds Bradford Airport Limited	United Kingdom	LEEDS BRADFORD AIRPORT [words]	37, 39, 42	13/08/2015	14464275	UK00914464275	13/08/2025
Leeds Bradford Airport Limited	European Union*	THE YORKSHIRE PREMIER LOUNGE [words]	39, 41, 43, 45	04/05/2012	10860203	10860203	04/05/2022
Leeds Bradford Airport Limited	United Kingdom	THE YORKSHIRE PREMIER LOUNGE [words]	39, 41, 43, 45	04/05/2012	10860203	UK00910860203	04/05/2022
Leeds Bradford Airport Limited	United Kingdom		09	14/09/2015	3126827	3126827	14/09/2025
Leeds Bradford Airport Limited	United Kingdom		09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	12/05/2015	3108318	3108318	12/05/2025
Leeds Bradford Airport Limited	United Kingdom	 LBA	09	14/09/2015	3126819	3126819	14/09/2025

CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Leeds Bradford Airport Limited	United Kingdom		09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	12/05/2015	3108323	3108323	12/05/2025
Leeds Bradford Airport Limited	United Kingdom	 	09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	12/05/2015	3108319	3108319	12/05/2025
Leeds Bradford Airport Limited	United Kingdom		09, 38, 39, 45	26/03/2015	3101157	3101157	26/03/2025
Leeds Bradford Airport Limited	United Kingdom	 	09, 16, 35, 36, 37, 38, 39, 42, 43, 45	17/05/2018	3311552	3311552	17/05/2028
Leeds Bradford Airport Limited	United Kingdom	 	09, 16, 35, 36, 37, 38, 39, 42, 43, 45	15/05/2018	3310977	3310977	15/05/2028
Leeds Bradford Airport Limited	United Kingdom		09	14/09/2015	3126817	3126817	14/09/2025

CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Leeds Bradford Airport Limited	United Kingdom	 Leeds Bradford Airport	09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	12/05/2015	3108326	3108326	12/05/2025
Leeds Bradford Airport Limited	United Kingdom	 	09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	12/05/2015	3108329	3108329	12/05/2025
Leeds Bradford Airport Limited	United Kingdom	 	09	14/09/2015	3126816	3126816	14/09/2025
Leeds Bradford Airport Limited	United Kingdom	  LEEDS BRADFORD INTERNATIONAL AIRPORT LEEDS BRADFORD INTERNATIONAL AIRPORT	09, 16, 18, 25, 35, 36, 37, 39, 41, 42	11/12/1999	2217024	2217024	11/12/2029
Leeds Bradford Airport Limited	United Kingdom	  Leeds Bradford Yorkshire's Airport Leeds Bradford Yorkshire's Airport	09, 16, 35, 36, 37, 38, 39, 42, 43, 45	15/05/2018	3310969	3310696	15/05/2028

CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Leeds Bradford Airport Limited	United Kingdom		39, 41, 43, 45	13/07/2015	3117437	3117437	13/07/2025
Leeds Bradford Airport Limited	United Kingdom		09, 38, 39, 45	02/04/2015	3102395	3102395	02/04/2025
Leeds Bradford Airport Limited	United Kingdom		09, 38, 39, 45	02/04/2015	3102397	3102397	02/04/2025
Leeds Bradford Airport Limited	United Kingdom		09, 16, 18, 25, 35, 36, 37, 39, 41, 43, 45	27/03/2003	2327806	2327806	27/03/2023
Leeds Bradford Airport Limited	United Kingdom		09, 16, 35, 36, 37, 38, 39, 42, 43, 45	15/05/2018	3311034	3311034	15/05/2028

CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Leeds Bradford Airport Limited	United Kingdom		09, 35, 42	23/02/2015	3095764	3095764	23/02/2025
Leeds Bradford Airport Limited	United Kingdom		09, 16, 35, 36, 37, 38, 39, 42, 43, 45	15/05/2018	3310957	3310957	15/05/2028
Leeds Bradford Airport Limited	United Kingdom		09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	12/05/2015	3108322	3108322	12/05/2025
Leeds Bradford Airport Limited	United Kingdom		09	14/09/2015	3126825	3126825	14/09/2025

CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Leeds Bradford Airport Limited	United Kingdom	 	09	14/09/2015	3126823	3126823	14/09/2025
Leeds Bradford Airport Limited	United Kingdom	BRADFORD AIRPORT [words]	09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	06/09/2016	3184123	3184123	06/09/2026
Leeds Bradford Airport Limited	United Kingdom	CAR WATCH / car watch [words, series of 2]	09, 38, 39, 45	17/03/2015	3099549	3099549	17/03/2025
Leeds Bradford Airport Limited	United Kingdom	LBA /lba [letters, series of 2]	09, 38, 39, 45	17/03/2015	3099546	3099546	17/03/2025
Leeds Bradford Airport Limited	United Kingdom	LBA CAR WATCH / lba car watch [words, series of 2]	09, 38, 39, 45	17/03/2015	3099547	3099547	17/03/2025
Leeds Bradford Airport Limited	United Kingdom	LBA SECURITY SERVICES / LBA Security Services [words] (series of 2)	09, 38, 39, 45	22/03/2016	3156041	3156041	22/03/2026
Leeds Bradford Airport Limited	United Kingdom	LBA SERVICES / LBA Services (Series of 2)	09, 16, 35, 36, 37, 38, 39, 42, 43, 45	17/05/2018	3311538	3311538	17/05/2028
Leeds Bradford Airport Limited	United Kingdom	LEEDS AIRPORT [words]	09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	26/05/2015	3110426	3110426	26/05/2025
Leeds Bradford Airport Limited	United Kingdom	LEEDS BRADFORD / Leeds Bradford (Series of two)	09, 16, 35, 36, 37, 38, 39, 42, 43, 45	21/05/2018	3312185	3312185	21/05/2028
Leeds Bradford	United Kingdom	LEEDS BRADFORD [word]	39	01/05/2014	3053799	3053799	01/05/2024

CHARGOR	COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Airport Limited							
Leeds Bradford Airport Limited	United Kingdom	LEEDS BRADFORD AIRPORT [words]	35, 39, 41, 43, 44	12/12/2016	3201631	3201631	12/12/2026
Leeds Bradford Airport Limited	United Kingdom	LEEDS BRADFORD AIRPORT [words]	09, 16, 18, 25, 35, 36, 37, 38, 39, 41, 42, 43, 45	27/04/2015	3105839	3105839	27/04/2025
Leeds Bradford Airport Limited	United Kingdom	THE YORKSHIRE PREMIER LOUNGE [words]	39, 41, 43, 45	13/07/2015	3117435	3117435	13/07/2025
Leeds Bradford Airport Limited	United Kingdom	VIKING AIRPORT PARKING [words]	05, 09, 16, 18, 28, 35, 38, 39, 45	18/12/2017	3277902	3277902	18/12/2027
Leeds Bradford Airport Limited	United Kingdom	YORKSHIRE'S AIRPORT / Yorkshire's Airport (Series of two)	09, 16, 35, 36, 37, 38, 39, 42, 43, 45	21/05/2018	3312192	3312192	21/05/2028

**SCHEDULE 4
INSURANCE POLICIES**

Chargor	Policy	Insurer
LBA Midco 2 Limited Leeds Bradford Airport Limited Yorkshire International Airport Limited LBA Services Limited	Resilience Material Damage, and Business Interruption Terrorism (Policy Number 100691539CCI)	Aviva Insurance Limited 60% Liberty Mutual Insurance Europe SE 40%
LBA Midco 2 Limited Leeds Bradford Airport Limited Yorkshire International Airport Limited LBA Services Limited	Resilience Employers Liability (Policy Number 100688465CCI)	Aviva Insurance Limited
LBA Midco 2 Limited Leeds Bradford Airport Limited Yorkshire International Airport Limited LBA Services Limited	Excess Employers Liability (Policy Number Y119098QBE0120A)	QBE UK Limited
LBA Midco 2 Limited Leeds Bradford Airport Limited Yorkshire International Airport Limited LBA Services Limited	Aviation Liability (Policy Number B0509AVNPN2000230)	American International Group UK Ltd
LBA Midco 2 Limited Leeds Bradford Airport Limited Yorkshire International Airport Limited LBA Services Limited	Aviation War & Terrorism (Policy Number B0509AVNPN2000231)	American International Group UK Ltd
LBA Midco 2 Limited Leeds Bradford Airport Limited	Environmental Damage (Policy Number LOAA00Y4003)	Liberty Mutual Insurance Europe SE

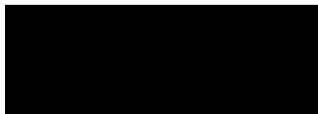
Yorkshire International Airport Limited		
LBA Services Limited		
LBA Midco 2 Limited	Environmental Impairment	Lloyds Syndicate No.
Leeds Bradford Airport Limited	Liability – Terrorism Buy Back	4472 LIB
Yorkshire International Airport Limited	(Policy Number B0509BOWTL1900675)	
LBA Services Limited		
LBA Midco 2 Limited	Motor	ERS Syndicate
Leeds Bradford Airport Limited	(Policy Number 50043281)	Management Ltd
Yorkshire International Airport Limited		
LBA Services Limited		
LBA Midco 2 Limited	Engineering	HSB Haughton
Leeds Bradford Airport Limited	(Policy Number HY220410)	Engineering Insurance Ltd
Yorkshire International Airport Limited		
LBA Services Limited		
LBA Midco 2 Limited	Computer	Royal & Sun Alliance
Leeds Bradford Airport Limited	Terrorism included	Ins plc
Yorkshire International Airport Limited	(Policy Number RSAP1527945200)	
LBA Services Limited		
LBA Midco 2 Limited	Crime	Zurich Insurance Plc
Leeds Bradford Airport Limited	(Policy Number FV804625)	
Yorkshire International Airport Limited		
LBA Services Limited		

EXECUTION PAGES TO SUPPLEMENTAL SECURITY AGREEMENT

The Chargors

EXECUTED AS A DEED

by **LBA MIDCO 2 LIMITED**



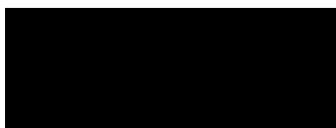
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Signature of Director

Damian Ives

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Name of Director



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Signature of Director

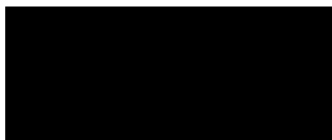
Graeme Ferguson

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Name of Director

EXECUTED AS A DEED

by LEEDS BRADFORD AIRPORT LIMITED



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Signature of Director

Damian Ives

.....

Name of Director



.....

Signature of Director

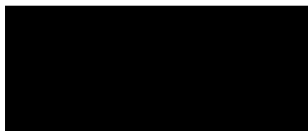
Graeme Ferguson

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Name of Director

EXECUTED AS A DEED

by YORKSHIRE INTERNATIONAL AIRPORT LIMITED



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Signature of Director

Damian Ives

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Name of Director



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Signature of Director

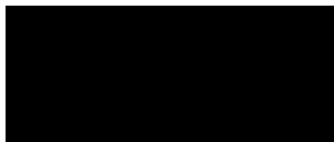
Graeme Ferguson

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Name of Director

EXECUTED AS A DEED

by LBA SERVICES LIMITED



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Signature of Director

Damian Ives

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Name of Director



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Signature of Director

Graeme Ferguson

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Name of Director

The Security Agent

LUCID TRUSTEE SERVICES LIMITED

By:  DocuSigned by:
CEBC274AFCC9488... _____ Authorised Signatory

Name: **Christian Hain**