

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985,



Please do not write in this margin

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

* Insert full name of company

or official use

Company number

2295119

Name of Company

BIRMINGHAM AIRPORT DEVELOPMENTS LIMITED (the "Company")

Date of creation of the charge

30th November, 1989

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

Debenture (the "Debenture") between the Company and Morgan Grenfell & Co. Limited (the "Agent") as agent and trustee for itself in such capacity and the banks (the "Banks") parties to and as defined in a loan agreement (the "Loan Agreement") dated 30th November, 1989 between the Company, the Banks and the Agent.

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Company (whether actual, contingent or otherwise) to the Agent and each of the Banks under or in connection with the Financing Documents (hereinafter called the "Secured Liabilities"). As used herein:

- the term the "Loan Agreement" includes all variations thereof and supplements thereto from time to time in force; and
- (if) the Financing Documents means the Loan Agreement, the Cuarantee dated 30th November, 1989 and made between

Cont 'd

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

MORGAN CRENFELL & CO. LIMITED, 23 Great Winchester Street, London EC2P 2AX as agent and trustee for itself in such capacity and the Banks EC2P 2AX Postcode

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

ALLEN & OVERY, 9 Cheapside, London EC2V 6AD

ARH/PAH/JS

Time critical reference

For official use Mortgage section

REGISTERED

13 DEC1989

Post room



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Short particulars of all the property mortgaged or charged

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

- (a) By way of a first legal mortgage all the Property together with all buildings and Fixtures (if any) thereon and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in performance of such covenants;
- (b) by way of first legal mortgage all estates or interests in any freehold or leasehold property (except any assets, rights and property of the Company the subject of any security created by the Debenture (herein referred to as the "Security Assets") specified under Clause 3(a) of the Debenture (being those specified in Clause 1(a) above)) wheresoever situate now belonging to it and all buildings and Fixtures thereon;

Cont'd.

Particulars as to commission allowance or discount (Note 3)

NIL

Signed tillen e Greny	Date13_	12	189.	
On behalf of [obn/pahy][mortgagee/	harment Souchers TO THE M	ofte,	ABEE/CHARGE	Ė
of penalt of foothball All more and con-	900]			† Delete as

Notes

- 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 despatched 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 situated 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.
- 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.

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The Burton Group PLC, Erostin Group PLC ("Erostin"), Birmingham International Airport plc ("BIA") and the Agent as agent and trustee as aforesaid (the "Guarantee"), the Debenture and the Subordination Agreement dated 30th November, 1989 and made between Burton Property Trust Limited ("BPTL"), Erostin, BIA, the Company and the Agent as agent and trustee as aforesaid.

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- (c) by way of a first fixed charge:
 - (i) all present and future estates or interests in any freehold or leasehold property belonging to it and all buildings and Fixtures thereon and all proceeds of sale thereof;
 - (ii) all plant and machinery now or in the future owned by the Company and its interest in any such plant or machinery in its possession;
 - (iii) its present and future interest in all stocks, shares, debentures, bonds or other securities;
 - (iv) all book and other debts and other moneys now or at any time due, owing, payable or incurred to it and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto;
 - (v) all the right, title and interest of the Company in and to the Project Documents (other than the Shareholders Agreement) (as defined below) and any other contract entered into by or on behalf of the Company relating to the Project (but, in each case, only insofar as the same relate to the Project);
 - (vi) its present and future goodwill;
 - (vii) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the Security Assets the subject of the security pursuant to sub-Clauses 3(a) and 3(b) of the Debenture (being those specified in paragraphs (a) and (b) above) and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

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

- - (ix) all licences and patents (including applications and rights to apply therefor), copyrights, rights in trade marks, whether registered or not, and rights in confidential information now or at any time belonging to it;
 - (x) all moneys standing to the credit of each of its accounts at any bank or financial institution anywhere and the debt or debts represented thereby and all interest thereon; and
 - (xi) its interests in all contracts and policies of insurance (of whatever nature) which are from time to time taken out or effected in relation to the Project, all claims in respect thereof and return of premiums.

As used herein the following terms have the following meanings:

"Approved Changes" means any changes approved by the Agent in writing.

"Building Contract" means each building contract to be entered into between the Company and the Main Contractor in relation to the Project.

"Encumbrance"

includes any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or agreement the effect of which is the creation of security.

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in the Company.

"Initial Valuation" means the report and valuation issued by the Surveyors on 22nd March, 1989.

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"Investors" means each of BPTL, Erostin and BIA.

"L & I Phase" means the acquisition of the land and the development of the infrastructure in connection with the Project.

"Main Contractor" means, in relation to each Phase, Centralspire Limited, whose registered office is at Erostin House, The Milton Keynes Marina, Milton Keynes, Buckinghamshire MK6 3BY or such other builder or works contractor as the Agent approves in writing.

"Phase" means any one of Phases A, B, C, D, E, F, G, H, J or K or the L & I Phase.

"Phases A, B, C, D, E, F, G, H, J or K" means those parts of the Site and the parts of the development to be carried out thereon as shown on site location plan 2 in the Initial Valuation subject to changes approved by the Agent.

"Plans" means all plans submitted to the Surveyors for the Initial Valuation and annexed to the Loan Agreement.

"Professional Team" means Hind Woodhouse Partnership of Highfield House, 52 East Parade, Harrogate or such other firm of architects acceptable to the Agent appointed by or on behalf of the Company from time to time as principal architects in connection with the Project and any other firm of quantity surveyors, structural engineers, mechanical and engineering services engineers or other such person, firm or company appointed by or on behalf of the Company from time to time in connection with the Project and being, in each such case, a firm acceptable to the Agent.

"Project" means the acquisition and development in accordance with the Plans (subject to any permitted changes) (and as further described in the Initial Valuation) and disposal (whether by sale or letting) of the Site (and all matters ancillary thereto).

"Project Documents" means the Shareholders Agreement, the Building Contract, the contract of appointment between the Company and each member of the Professional Team and each other material contract entered into by or on behalf of the Company relating to the Project or each remaining Phase as the case may be.

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> "Property" means the development site and buildings thereon presently known as Trinity Park, Solihull, Birmingham, West Midlands as part of the same is at present (as to part) registered at H.M. Land Registry under Title Number WM441889 and as to a further part (being part of the land registered under Title Number WM 203034) as the same is comprised in a Transfer dated 20th October, 1989 and made between the Metropolitan Borough of Solihull (1) Birmingham International Airport (2) and the Company (3) and as to the remainder (being part of the land registered under Title Numbers WK 2163 and WM 203034) as the same is comprised in a Transfer dated 20th october, 1989 and made between Birmingham International Airport PLC (1) and the Company (2) and includes, where the context so admits Fixtures.

"Shareholders Agreement" means the agreement relating to shares in the Company dated 30th March, 1989 made between the Investors.

"Site" means the development site presently known as Trinity Park, Solihull, Birmingham, West Midlands as part of the same is at present (as to part) registered at H.M. Land Registry under Title Number WM441889 and as to a further part (being part of the land registered under Title Number WM 203034) as the same is comprised in a Transfer dated 20th October, 1989 and made between the Metropolitan Borough of Solihull (1) Birmingham International Airport (2) and the Company (3) and as to the remainder (being part of the land registered under Title Numbers WK 2163 and WM 203034) as the same is comprised in a Transfer dated 20th october, 1989 and made between Birmingham International Airport PLC (1) and the Company (2) and as further described in the Plans.

"Surveyors" means Morgan Grenfell Laurie Limited or such other chartered surveyors whom the Agent may from time to time appoint for the purpose of the Loan Agreement.

 By way of a first floating charge all its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future not otherwise effectively mortgaged or Please do not write in this margin

Please complete legibly, preferably in blacktype, or bold block lettering.

charged by way of fixed mortgage or charge by Clause 3 of the Debenture (as described in paragraph 1 above).

Note:

- (1) Pursuant to Clause 4.2 of the Debenture the Company undertakes to the Agent (as agent and trustee as aforesaid) not without the prior written consent of the Agent:
 - (a) to create or permit to subsist any Encumbrance over all or any of the Security Assets other than the Debenture;
 - (b) to part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Security Assets or any interest therein except, in the case of those Security Assets mentioned in Clause 4.1 of the Debenture (as specified in Clause 2 above) and until the occurrence of an Event of Default under the Loan Agreement following which:
 - and at any time thereafter, the Agent may by written notice to the Company (or by more than one such notice) declare the Secured Liabilities (or such of them as the Agent may specify in the relevant notice) immediately due and payable or (if the Agent so specifies) payable forthwith on demand and/or terminate all obligations of the Agent and of the Banks under the Loan Agreement towards the Company (or such of them as the Agent may specify in the relevant notice) and each such notice shall be effective; and
 - (ii) the security conferred by the Debenture shall become

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

immediately enforceable and the power of sale and other powers conferred by Section 101 of the Law of Property Act, 1925 as varied or amended by the Debenture shall be immediately exercisable upon and at any time after the occurrence of any such event.

After the security conferred by the Debenture has become enforceable, the Agent may in its discretion enforce all or any part of the security in such manner as the Agent sees fit.

(2) Pursuant to Clause 5 of the Debenture the Company, as beneficial owner, as security for payment of all Secured Liabilities, assigns to the Agent (as agent and trustee as aforesaid) absolutely all the Company's benefit, right, title and interest under any Project Document, bond or warranty from any third party in relation to the Project and under any lease, agreement for tenancy or licence to occupy in respect of the Property or any part of the Property now subsisting or to be granted by the Company (together referred to as "Contracts") together with the Company's interest in all sums of money whether payable as rent or otherwise due from time to time under the terms of any of the Contracts and the debt represented thereby together with any penalties, compensations or award of damages assessed or made pursuant thereto.

The Debenture also gives the Banks rights of set-off, retention and similar rights in respect of amounts due by the Banks to the Company.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 30th NOVEMBER 1989 and created by BIRMINGHAM AIRPORT DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to MORGAN GRENFELL & CO LIMITED AS AGENT AND TRUSTEE FOR ITSELF IN SUCH CAPACITY AND THE BANKS under the terms of A LOAN AGREEMENMT AND A GUARANTEE BOTH DATED 30 NOVEMBER 1989 AND THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 13th DECEMBER 1989

Given under my hand at the Companies Registration Office,

Cardiff the 21st DECEMBER 1989

No. 2295119

n nathorised officer

P.T. Harrington

C.69

LC 21.12.89



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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



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

*Insert full name of company

To the Registrar of Compani	ies
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cial use Company number 2295119

Name of company

BIRMINGHAM AIRPORT DEVELOPMENTS LIMITED (the "Company")

Date of creation of the charge

1st November, 1991

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

Mortgage of Shares (the "Mortgage") between the Company and Morgan Grenfell & Co. Limited (the "Agent") as agent and trustee for itself and the banks and financial institutions (the "Banks") named in the Loan Agreement.

Amount secured by the mortgage or charge

The aggregate of all sums of money and liabilities from time to time owing by the Company and any Security Party under the Security Documents, whether actual or contingent, joint or several (the "Secured Liabilities").

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

MORGAN GRENFELL & CO. LIMITED, 23 Great Winchester Street London (acting as agent and trustee as aforesaid). Postcode EC2P 2AX

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

Allen & Overy 9 Cheapside London EC2V 6AD ARH/PAH A83643032

Time critical reference



For official use



Pursuant to Clause 2 of the Mortgage the Company mortgages and charges in favour of the Agent (acting as agent and trustee as aforesaid):

the Shares by way of a first legal mortgage; and

all dividends paid or payable after 1st November, 1991 on all or any of the Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, moneys or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any o the Shares or in substitution or exchange for any of the Shares.

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

Note:

Pursuant to Clause 2(c) of the Mortgage, the Company undertakes to deposit forthwith with the Agent (as agent and trustee as aforesaid) and in such manner as the Agent may direct all bearer instruments, share certificates (Contd...)

Particulars as to commission allowance or discount (note 3)

Nil

llen e Overy Signed

Date

[Date]

*Delete as

appropriate

On behalf of voempany imortgagee/chargee/

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.

Page 2

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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Particulars of a mortgage or charge (continued)

Continuation sheet No.... _ - to Forms Nos 395 and 410 (Scot)

Company number

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

bold block lettering	Name of company
	BIRMINGHAM AIRPORT DEVELOPMENTS LIMITED (the "Company")
Delete if inappropriate	Limited
	Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)	Please de not write in this margin
•	Please complete legibly, preferably in black type, or bold block lettering
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	Page 2
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued) Please complete legibly, preferably in black type, or bold block lettering

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(Contd.,)

and other documents in respect of the Security Assets and share transfer forms in blank in respect of any registered shares.

As used herein the following terms have the following meanings:

"Debenture" means the full mortgage debenture dated 30th November, 1989 between the Company and the Agent (acting as agent and trustee for itself and the Banks).

"Guarantee" means the guarantee dated 30th November, 1989 between the Agent (acting as agent and trustee for itself and the Banks) and Birmingham International Airport p.l.c, The Burton Group PLC and Erostin Group PLC as supplemented and amended by a Supplemental Guarantee dated 11th September, 1991 made between the same parties.

"Loan Agreement" means the loan agreement dated 30th November, 1989 between the Company, the Agent and the Banks as supplemented and amended by a Supplemental Agreement dated 11th September, 1991 and a letter dated 1st November, 1991 each between the same parties.

"Management Company" means Trinity Park (Birmingham) Management Limited, Registered No.2611804.

"Security Party" means each party (other than the Agent and the Banks) to a Security Document.

"Security Documents" means the Loan Agreement, the Debenture, the Guarantee, the Mortgage and any other document present or future in connection with the Mortgage or guaranteeing, or evidencing or creating security for, any obligation of a Security Party to the Agent and the Banks, together with such variations thereof and supplements thereto as may from time to time be in force.

"Shares" means the special rights redeemable preference share of fl in the Management Company together with all other stock or shares in the capital of the Management Company which at any time after 1st November, 1991 is or are for the time being beneficially owned by the Company or in which the Company has an interest.

Page 4

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 1st NOVEMBER 1991 and created by BIRMINGHAM AIRPORT DEVELOPMENTS LIMITED

for securing all moneys due or to become due from the Company to MORGAN GRENFELL & CO. LIMITED, AS AGENT AND TRUSTEE FOR ITSELF AND EACH BANK (AS DEFINED) UNDER THE TERMS OF THE SECURITY DOCUMENTS (AS DEFINED)

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 15th NOVEMBER 1991

Given under my hand at the Companies Registration Office,

Cardiff the 21st NOVEMBER 1991

No. 2295119

an authorised officer

C.69

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge



Please do not write in

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

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	To the Registrar of Companies For official use Company number			
'lease complete egibly, preferably n black type or,	/ [] 2295119			
old block lettering	Name of company			
	* BIRMINGHAM AIRPORT DEVELOPMENTS LIMITED			
insert full name of company				
	I, BRIAN SUMMERS			
	ofOAK TREEE LODGE, COURT DRIVE, SHENSTONE, STAFFORDSHIRE, WS14-01G			
delete as appropriate	[a-director][the secretary][the-administrator][the-administrative-receiver]+ of the above company, do			
insert a description	solemnly and sincerely declare that the debt for which the charge described below was given has been			
of the instrument(s) creating or	paid or satisfied in [full][part]#			
evidencing the charge, eg	Date and Description of charge‡DEBENTURE DATED 30TH NOVEMBER 1989			
'Mortgage', 'Charge',	Date of Registrationø 13TH DECEMBER 1989			
'Debenture' etc.	Name and address of [chargee][trustee for the debenture holders]MORGAN_GREENFELL_&_			
the date of registration may be confirmed from the	CO LIMITED OF 23 GREAT WINCHESTER STREET, LONDON, EC2P 2AX			
certificate	Short particulars of property chargeds TRINITY PARK, SOLIHULL, WEST MIDLANDS			
insert brief details of property	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			
	the day of			
	A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths			
79				
1	Presentor's name address and For official Use reference (if any): Mortgage Section Post room			
	Clifford Chance 200 Aldersgate Street London EC1A 4JJ SMS/B012/6984/EOB			

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COMPANIES FORM No. 403a

To the Registrar of Companies

Declaration of satisfaction in full or in part of mortgage or charge





Company number

Please do not write in this margin

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

* insert full name of company

† delete as appropriate

o the date of registration may be confirmed from the certificate

§ insert brief details of property

‡ insert a description of the instrument(s) creating or evidencing the charge, gg 'Mortgage', 'Charge', 'Debenture' etc. Pursuant to section 403(1) of the Companies Act 1985

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For official use

· ,	[] [2295119
Name of company	L 10 1 2255115
* BIRMINGHAM AIRPORT DEVELOPMENT	'S LIMITED /
I, Brian Summers	
of Oaktree Lodge, Court Drive, Shenstone, Staffo	ordshire, WS14 0JG
*[a director][the secretary]{the administrator]{the admin	istrative-receiver]† of the above company, do
solemnly and sincerely declare that the debt for which	the charge described below was given has been
paid or satisfied in [full][part] 	
Date and Description of charge‡Mortgage dated	1st November 1991
Date of Registrationø15th November 1991	
Name and address of {chargeo}[trustee for the debentu	ire holdersy <u>Morgan Grenfell & Co</u>
Limited of 23 Great Winchester Street, London, Ed	C2P 2AX
Short particulars of property chargeds Issued sh	are capital in Trinity Park (Birmingham)
Management Limited	
And I make this solemn declaration conscientiously bel	ieving the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.	\mathcal{O} ,
Declared at COVNCY Calc	Declarant/to sign below
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West Midlands	- K/(
the 1xtext day of June	- Mumera.
one thousand nine hundred and Alliety three	
before me	
A Commissioner for Oaths or Notary Public or Justice	
the Peace or Solicitor having the powers conferred on Commissioner for Oaths	a ·

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

Clifford Chance 200 Aldersgate Street London EC1A 4JJ SMS/B012/6984/EOB



