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Please do not
write in
this margin

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

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

**To the Registrar of Companies
(Address overleaf)**

For official use Company number

T I T I

04085761

Name of company

* Insert full name
of company

* CINTRA AIRPORTS (UK) LIMITED,

1. JAMES M'AUUFFE
of BRISTOL INTERNL AIRPORT LTD, BRISTOL, BS483DY

† 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

Ø Insert brief details of property

[a director] ~~[the secretary]~~ ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~† 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 OF SHARES AND ASSIGNMENT DATED 24 JANUARY 2001
24 JAN 2001	MORTGAGE OF SHARES AND ASSIGNMENT DATED 24 JANUARY 2001

Date of Registration \$ 07 FEBRUARY 2001

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ROYAL BANK OF SCOTLAND PLC,
(AS SUCCESSOR TO ABBEY NATIONAL TREASURY SERVICES PLC)
38 ST ANDREWS SQUARE, EDINBURGH, EH2 2YB

Short particulars of property charged ☐ PLEASE SEE SCHEDULE OVERLEAF

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 BOND PEARLE LLP
BRISTOL

Declarant to sign below

Day Month Year

on 2,8 0,8 2,009

before me CAROLINE TURNER-INSKIP

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

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

BAKER & MCKENZIE LLP
100 NEW BRIDGE STREET
LONDON EC4V 6JA

GMW/HXR

For official use
Mortgage section

Past room

THURSDAY



*P51 3VCYN

PC5

03/09/2009

COMPANIES HOUSE

826

SCHEDULE 1

SHORT PARTICULARS OF PROPERTY CHARGED

35,000 ORDINARY SHARES OF £1 EACH IN TIDEFAST LIMITED AND OTHER SECURITIES AND ALL RIGHTS MONEYS AND PROPERTY IN RESPECT OF THE ORIGINAL SECURITIES AND OTHER SECURITIES AND RIGHTS TITLE AND INTEREST IN THE EQUITY LOAN NOTES ISSUED BY TIDEFAST LIMITED FOR AN AGGREGATE PRINCIPAL AMOUNT OF £69,930,000 PURSUANT TO AN INVESTMENT AGREEMENT DATED 19 DECEMBER 2000.

DEED OF RELEASE

THIS DEED OF RELEASE is made the 23 day of May 2005

BY:

(a) **THE ROYAL BANK OF SCOTLAND PLC** (the "Security Trustee")

in favour of

(1) **CINTRA AIRPORTS (UK) LIMITED** (the "Company")

WHEREAS

- (A) By a mortgage of shares and assignment dated 24 January 2001 made between the Company and Abbey National Treasury Services PLC (who have subsequently transferred their interest to The Royal Bank of Scotland PLC) (as Security Trustee) (the "Mortgage"), the Company granted security for the Secured Amounts over the Charged Assets in favour of the Security Trustee.
- (B) The Company has requested the Security Trustee release the Charged Assets from the security created by or pursuant to the Mortgage and the Security Trustee has agreed to do upon the terms and conditions of this deed.
- (C) This deed is supplemental to the Mortgage.

IT IS AGREED as follows:

- 1. Terms defined in the Mortgage shall have the same meaning in this deed.
- 2. The Security Trustee without recourse, representation or warranty of title:
 - (a) releases all the Company's assets and undertaking from the mortgage and assignment and any other security interest constituted by the Mortgage; and
 - (b) reassigns and retransfers all the Company's assets and undertaking assigned to the Security Trustee by or pursuant to the Mortgage.
- 3. The Charged Assets shall be held free and discharged from the security created by, and all claims arising under, the Mortgage.
- 4. The Security Trustee agrees that it will (at the cost and expense of the Company) do all things and execute all documents as may reasonably be necessary to give effect to this release and reassignment.
- 5. This deed is governed by English law.

**We hereby certify this
to be a true copy of the**

original.

Signed

Cliff Chance

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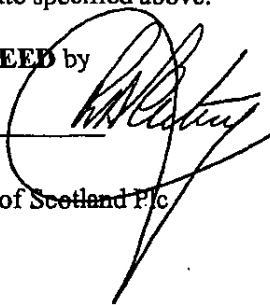
Cliff Chance

IN WITNESS WHEREOF this deed has been executed by the Security Trustee and is intended to be and is hereby delivered on the date specified above.

SIGNED AND DELIVERED as a DEED by

as attorney-in-fact

For and on behalf of The Royal Bank of Scotland Plc



PHILIP A. PENTNEY
SENIOR DIRECTOR
HEAD OF SYNDICATED LOANS AGENCY

In the presence of:

Nick W. M. Watkins
.....

NICK W. M. WATKINS
.....
ASSOCIATE DIRECTOR