



Registration of a Charge

Company name: **ALBEMARLE SHOREHAM AIRPORT LIMITED**

Company number: **06506097**



X9FI85CY

Received for Electronic Filing: **12/10/2020**

Details of Charge

Date of creation: **06/10/2020**

Charge code: **0650 6097 0008**

Persons entitled: **Longbow Investment No. 3 S.À R.L.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6506097

Charge code: 0650 6097 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2020 and created by ALBEMARLE SHOREHAM AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2020 .

Given at Companies House, Cardiff on 13th October 2020

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

Original
EXECUTION VERSION

Dated

6 October 2020

2020

THE ENTITIES NAMED IN THIS DEED (1)
AS CHARGORS

SIMON JAMES UNDERWOOD AND DAVID ROBERT THURGOOD (2)
AS JOINT ADMINISTRATORS

AND

Longbow Investment No. 3 S.À R.L. (3)
AS CHARGEES

SUPPLEMENTAL SECURITY AGREEMENT



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THIS DEED is made on

2020

BETWEEN:

- (1) **THE ENTITIES LISTED IN SCHEDULE 1 TO THIS DEED** and where such entities are stated in Schedule 1 to be in administration, acting by the Joint Administrators (the "**Chargors**" and each a "**Chargor**");
- (2) **SIMON JAMES UNDERWOOD** and **DAVID ROBERT THURGOOD** of Menzies LLP, Lynton House, 7-12 Tavistock Square, London WC1H 9LT (the "**Joint Administrators**"); and
- (3) **Longbow Investment No. 3 S.À R.L.** a société à responsabilité limitée incorporated and existing under the laws of Luxembourg, having its registered office at 2, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de commerce et des sociétés de Luxembourg) under number: B172273 as chargee (the "**Chargee**"), which expression shall include all successors, assignees and transferees from time to time.

WHEREAS:

- (A) Pursuant to the Original Facility Agreement (as defined below), the Chargee provided loan facilities of up to £16,100,000 to Single Source Aviation Brighton LLP.
- (B) The Joint Administrators were appointed joint administrators of the Chargors (except for the Limited Partnership) on 7 September 2016 pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986 and the Chargee agreed to provide the Admin Facility Agreement (as defined below) to ASA (as defined below) (among others), secured (among other things) by the Admin Security Agreement (as defined below).
- (C) On or about the date of this Deed, each of the Chargors entered into the Airport SPA (as defined below), and ASA and Albemarle (Shoreham) LLP entered into the Development SPA (as defined below), in relation respectively to the sale and purchase of each Property (as separately defined in each SPA (as defined below)). The buyers under the Development SPA further agreed to provide the Deferred Consideration Legal Charge and, pursuant to the Development SPA, the Guarantor agreed to provide the Guarantee.
- (D) In order to facilitate such sale and purchase, and at the request of the Joint Administrators, on or about the date hereof the Chargee entered into a partial deed of release ("**PDoR**") in favour

of the Chargors and the buyers under the SPAs to release the Released Assets (as defined therein). Pursuant to the PDoR, all other security under the Existing Security Agreements (as defined below) remains in full force and effect, covering all property, assets and undertaking of the Chargors (other than the Released Assets only) and including, for the avoidance of doubt, continuing security over any assets or rights of the Chargors under or arising out of the SPAs, the Deferred Consideration Legal Charge or the Guarantee.

- (E) The parties hereto now wish to enter into this Deed which is in addition to the Existing Security Agreements and the Finance Documents (as defined below) and which secures in favour of the Chargee the Charged Assets. The entry into of this Deed is in particular in connection with the Facility Agreements (as defined below), clause 14 (*Further Assurances*) of the Original Security Agreement (as defined below), and clause 15 (*Further Assurances*) of the Admin Security Agreement.
- (F) The Chargors consider and intend that the Security created under the Existing Security Agreements (a) secures the payment, performance and discharge of the Secured Liabilities (as defined below) and (b) extends to the Charged Assets, but in each case the Chargors enter into this Deed (i) in case it (for any reason) does not and (ii) to take effective security therefor.
- (G) The parties hereto do not intend that this Deed will (and this Deed shall not, nor shall it be deemed to) substitute, replace, revoke, cause to be released, or discharge (nor shall it merge with) the Existing Security Agreements, and/or the other Finance Documents. It is in addition to and supplemental to all existing security.
- (H) Each Chargor enters into this Deed to secure the payment, performance and discharge of the Secured Liabilities (as defined below).
- (I) It is intended by the parties to this Deed that this document will take effect as a deed despite the fact that a party may only execute this document under hand.

NOW THE DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Terms defined

In this Deed, unless the context otherwise requires:

Admin Facility Agreement means the facility agreement in respect of a secured loan facility dated 31 August 2017 between, amongst others, (1) the Borrower as borrower, (2) the Joint Administrators and (3) Chargee as lender (as varied, restated and/or amended from time to time);

Admin Finance Document means:

- (a) the Admin Facility Agreement;
- (b) each "Security Document" as defined therein (including the Admin Security Agreement and the Rent Account Charge referred to in the Priority Deed);
- (c) each Original Security Agreement;
- (d) the CAC Deed (as defined in the Supplemental Legal Charge);
- (e) the Priority Deed;
- (f) the Confirmation Deed (as defined in the Admin Facility Agreement);
- (g) the Supplemental Legal Charge;
- (h) this Deed; and
- (i) any other "Finance Document" as defined or referred to in the Admin Facility Agreement; and

any other document, instrument or agreement designated as such from time to time by any of the Chargors and the Chargee;

Admin Security Agreement the security agreement (incorporating a guarantee) dated 31 August 2017 made between the Chargors, the Joint Administrators and the Chargee;

Airport SPA means the sale and purchase agreement for airport and commercial land dated on or about the date hereof made

between (1) the entities listed in part 1 of schedule 1 therein (being the Chargors) (as sellers), (2) Industrials UK Trustee 1 Limited and Industrials UK Trustee 2 Limited (as trustees of the Industrials UK Property Unit Trust) (as buyers) and (3) the Joint Administrators;

ASA

means Albemarle Shoreham Airport Limited (in administration) registered with company number 06506097 and registered office at Lynton House, 7-12 Tavistock Square, London WC1H 9LT;

Charged Assets

means all of the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or intended to be mortgaged, charged or assigned) by way of fixed and/or floating security or other Security under the Existing Security Documents and/or this Deed as security for the payment, performance or discharge of all or any part of the Secured Liabilities, and "Charged Asset" shall be construed accordingly;

Deed of Priority

means the deed of priority dated 31 August 2017 between, among others, the Chargee, the Joint Administrators and ASA;

**Deferred Consideration
Legal Charge**

means the deferred consideration legal charge dated on or about the date hereof made between (1) Shoreham Trustee 1 Limited and Shoreham Trustee 2 Limited (as trustees of the Shoreham Property Unit Trust) as chargors, (2) ASA as chargee and (3) the Joint Administrators;

Development SPA

means the sale and purchase agreement for development land dated on or about the date hereof made between (1) the entities listed in part 1 of schedule 1 therein (being ASA and Albemarle (Shoreham) LLP) (as sellers), (2) Shoreham Trustee 1 Limited and Shoreham Trustee 2 Limited (as trustees of the Shoreham Property Unit Trust) (as buyers), (3) the Joint Administrators and (4) the Guarantor (as

	guarantor);
Existing Security Agreements	means: (a) the Original Security Agreements; (b) the Admin Security Agreement; and (c) the Supplemental Legal Charge;
Facility Agreements	means the Original Facility Agreement and the Admin Facility Agreement;
Finance Documents	means the Original Finance Documents and the Admin Finance Documents, and includes without limitation this Deed;
Guarantee	means the guarantee contained in the Development SPA being provided by the Guarantor, and includes any replacement or additional guarantee as may be granted in favour of any Chargor under the terms of the SPA Documentation;
Guarantor	means the guarantor party to the Development SPA as such, being as at the date of this Deed Kennedy Wilson Europe Real Estate II SCSp acting by its general partner KWE Real Estate II GP S.à r.l.;
Limited Partnership	means Berkshire UK Industrial Properties Limited Partnership, registered in England as a limited partnership under the Limited Partnership Act 1907 (registration number LP010796), with its registered address at c/o Menzies LLP, Lynton House, 7-12 Tavistock Square, London WC1H 9LT;
Original Facility Agreement	means the facility agreement made between, among others, ASA, Single Source Aviation Brighton LLP and the Chargee dated 16 June 2014 (as varied, restated and/or amended from time to time);

Original Finance Document means:

- (a) the Original Facility Agreement;
- (b) each Original Security Agreement;
- (c) the Priority Deed;
- (d) the Confirmation Deed;
- (e) the CAC Deed;
- (f) any other "Finance Document" as defined or referred to in the Original Facility Agreement; and
- (g) any other document, instrument or agreement designated as such thereunder;

Original Security Agreements means:

- (a) the security agreement (incorporating a guarantee) made between, among others, the Chargors and the Chargee dated 16 June 2014; and
- (b) the supplemental security agreement dated 16 June 2014 made between ASA and the Chargee;

Priority Deed means the deed of priority dated 31 August 2017 made between, among others, the Chargors, the Joint Administrators, and the Chargee;

Related Rights means in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any disposition in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in

respect of that asset; and

- (d) any moneys and proceeds paid or payable in respect of that asset;

Rights

means all present and future rights (including any rights to take any enforcement action or other action), remedies, powers and/or discretions (and/or the benefit of any representations, warranties or undertakings);

Security

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Secured Liabilities

means:

- (a) all past, present and future obligations and liabilities (whether owed jointly or severally, whether incurred as principal or surety, whether or not in respect of indebtedness and whether present or future, actual or contingent) of Single Source Aviation Brighton LLP and/or any Chargor to the Chargee, including, without limitation, under or in connection with each Original Finance Document; and
- (b) all past, present and future obligations and liabilities (whether owed jointly or severally, whether incurred as principal or surety, whether or not in respect of indebtedness and whether present or future, actual or contingent) of any Chargor to the Chargee, including, without limitation, under or in connection with each Admin Finance Document (including, without limitation, this Deed);

SPA Documentation

means the SPAs, the Guarantee, the Deferred Consideration Legal Charge, all other documents, agreements or deeds evidencing, recording, or securing the SPA Payments, and all documentation ancillary or supplementary to any of the foregoing, (each an "SPA

Document");

**SPA Documentation
Payments**

means the Price (as defined in the Airport SPA), the Price (as defined in the Development SPA, and including the First Payment and all or any Deferred Consideration as defined therein), all claims under any Guarantee, all Secured Liabilities (as defined in the Deferred Consideration Legal Charge), and all other interest, costs, sums or other amounts due or payable to a Chargor under or in connection with the SPA Documentation, whether actual or contingent, immediate or escrowed, present or future;

SPAs

means:

- (a) the Airport SPA; and
- (b) the Development SPA;

SPA Documentation Rights

means all Rights arising under or in connection with the SPA Documentation (including, without limitation, all rights of enforcement or other action (including under any power of attorney) under the terms of any Guarantee and/or under the Deferred Consideration Legal Charge); and

**Supplemental Legal
Charge**

means the supplemental legal charge dated 6 November 2018 made between ASA as chargor, the Joint Administrators, and the Chargee as charge.

1.2 Terms defined in Existing Security Agreements

Unless the context requires otherwise or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreements and the Original Security Agreements and the Admin Security Agreement shall have the same meanings when used in this Deed.

1.3 Application of provisions in the Original Security Agreement and the Admin Security Agreement

Clauses 1.2 (*Construction*), 1.3 (*Avoidance*), 1.5 (*Liability*), 1.6 (*Partnership Matters*), 3.3 (*Title Guarantee*), 4 (*Floating Charge*), 5 (*Provisions as to Security*) to 20 (*Notices*) (inclusive) and Clause 24 (*Third party Rights*) of the Original Security Agreements (or any equivalent

provisions of the Admin Security Agreement) deemed to be incorporated into this Deed with all necessary modification as if they were set out in full in this Deed.

1.4 Incorporation

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document to which the Chargee and any Chargor are parties (other than this Deed) are incorporated in this Deed.

1.5 Inconsistency

- (a) If there is any inconsistency between the terms of this Deed and those of the Original Facility Agreements or the Original Security Agreements, then (as between a Chargor and the Chargee) the terms of this Deed shall prevail.
- (b) If there is any inconsistency between the terms of this Deed and those of the Admin Facility Agreements or the Admin Security Agreement, then those latter documents shall prevail, but without prejudice to the creation of security and other matters referred to in this Deed.

1.6 Facility Documentation Confirmations

Each Chargor confirms that:

- (a) this Deed is a Finance Document (under and as defined in the Facility Agreements) and a Security Document (under and as defined in the Facility Agreements);
- (b) it remains subject to the Priority Deed; and
- (c) each SPA Document is hereby designated as (and shall be deemed for all purposes to be):
 - (i) a Material Contract; and
 - (ii) a Transaction Document;

under the Finance Documents, and is subject to their security in addition to the Security constituted by this Deed.

2 CONFIRMATIONS

Each of the parties hereto, without prejudice to, and in addition to the other provisions of this Deed expressly acknowledges, confirms, agrees and undertakes that:

- (a) all the Security created by a Chargor under this Deed is created (i) in case and to the extent that the Security created by the Existing Security Agreements does not for any reason secure all of the Secured Liabilities or extend to the Charged Assets and (ii) (in any case) in order to secure the Secured Liabilities and create effective Security over the Charged Assets;
- (b) all the Security created by a Chargor under this Deed is created in addition to the Security created by the Existing Security Agreements (which, for the avoidance of doubt, is intended to extend to all of the Secured Liabilities, and to encompass the Charged Assets);
- (c) (for the avoidance of doubt) by entering into this Deed the Existing Security Agreements shall not be (nor shall they be construed or deemed to be), released, discharged, terminated, substituted, replaced or revoked in any respect (nor shall it merge with any other security);
- (d) the Security created by the Existing Security Agreements to which it is a party continues in full force and effect as continuing security for the payment, performance and discharge of all the Secured Liabilities;
- (e) the Subordination Agreement continues in full force and effect and any obligations thereunder shall remain valid, legal and binding; and
- (f) all other Finance Documents continue in full force and effect and any obligations thereunder shall remain valid, legal and binding.

3 FIXED SECURITY

- 3.1 Each Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities and in the manner specified in clause 3.3 (*Title Guarantee*) of the Admin Security Agreement, charges (to the extent not assigned pursuant to Clause 3.2) in favour of the Chargee by way of a first fixed charge (subject only to the Priority Deed) all its rights, title, benefit and interest (both present and future) in, to and under:

- (a) the SPA Documentation;
- (b) the SPA Documentation Payments;
- (c) all other monies payable and all monies paid to it under or in connection with the SPA Documentation and/or any enforcement of (or otherwise deriving out of) any SPA Documentation Rights;
- (d) the SPA Documentation Rights;
- (e) all other present and future rights, claims, awards, judgments, causes of action, payments and proceeds in respect of the SPA Payments, the SPA Documentation Rights, the SPA Documentation and any Related Rights; and
- (f) all assets which are specified in Clause 5.2 below and are not capable of assignment.

3.2 Each Chargor in the manner specified in Clause 3.3 (*Title Guarantee*) of the Admin Security Agreement, assigns and agrees to assign to the Chargee absolutely, subject to re-assignment on the expiry of the Security Period in accordance with each of the Original Security Agreements and the Admin Security Agreement, as continuing security for the payment, performance and discharge of the Secured Liabilities all of its right, title, benefit and interest (both present and future) in, to and under:

- (a) the SPA Documentation;
- (b) the SPA Documentation Payments;
- (c) all other monies payable and all monies paid to it under or in connection with the SPA Documentation and/or any enforcement of (or otherwise deriving out of) any SPA Documentation Rights;
- (d) the SPA Documentation Rights; and
- (e) all other present and future rights, claims, awards, judgments, causes of action, payments and proceeds in respect of the SPA Payments, the SPA Documentation Rights, the SPA Documentation and any Related Rights.

3.3 To the extent that any such right, title, benefit and interest described in Clause 3.2 is not assignable or capable of assignment, such assignment purported to be effected by Clause 3.2 shall operate, as continuing Security for the payment, discharge, performance and satisfaction of the Secured Liabilities, as an assignment of any and all proceeds of such right, title, benefit or interest paid or payable thereunder save for any proceeds or other amounts properly payable to any third party and to which a Chargor has no right, title, benefit or interest.

3.4 If or to the extent that for any reason the assignment or charging of any Charged Asset is prohibited, the Chargors shall hold it on trust for the Chargee.

4 TACKING

The obligation (if any) on the part of the Chargee (as Lender) to make further advances to a Chargor or any other persons under any of the Facility Agreements is deemed to be incorporated in this Deed as if set out in this Deed, and all further advances at any time shall constitute Secured Liabilities.

5 SAVING PROVISIONS

5.1 The Chargors irrevocably and unconditionally acknowledge that:

- (a) the Chargee reserves and continues to reserve in full all of its Rights in respect of any and all present and future defaults or events of default under, or other breach of, any of the Transaction Documents or otherwise at law;
- (b) no action or omission by the Chargee in connection with this Deed or any Transaction Document shall constitute or be deemed (or have been deemed) to constitute a waiver or suspension of any such Rights; and
- (c) notwithstanding anything else to the contrary, the Chargee shall remain entitled at any time to accelerate the Secured Liabilities (or any of them) in accordance with their terms, and/or take any enforcement or other action whatsoever under or pursuant to any of the Transaction Documents, at law or otherwise, in each case in such order and in such manner as it may see fit.

5.2 No failure by the Chargee to exercise, or delay by the Chargee in exercising, any right or remedy under or in connection with this Deed shall operate as a waiver of it, nor shall any

single, partial or defective exercise by the Chargee of any such right or remedy preclude any other or further exercise of that or any other right or remedy.

5.3 This Deed (and any exercise by the Chargee of any Right hereunder) is without prejudice to:

- (a) the Rights of the Chargee under the Transaction Documents; and
- (b) the obligations and liabilities of each Chargor under the respective Transaction Documents to which they are a party.

5.4 For the avoidance of doubt, the confirmations set out in this Deed shall not be prejudiced or adversely affected by the fact that any person originally party to a Finance Document is not party to this Deed.

6 GOVERNING LAW AND ENFORCEMENT

This Deed (and any non-contractual obligations arising out of or in connection with it) are governed by, and shall be construed in accordance with, English law. The Parties hereby submit to the exclusive jurisdiction of the English Courts.

7 COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8 DESIGNATION

This Deed is a Security Document and a Finance Document for the purpose of each Facility Agreement and for the purpose of all Finance Documents.

9 EXISTING SECURITY AGREEMENTS

Save as supplemented hereby, the Original Security Agreements and the Admin Security Agreement shall continue in full force and effect in accordance with their terms.

10 JOINT ADMINISTRATORS

10.1 It is hereby expressly agreed that the Joint Administrators are acting as agents of the Chargors save only when by law such agency cannot arise or continue and join in this Deed

in their personal capacities solely for the purpose of receiving the benefit of the exclusions of liability and acknowledgements in their favour contained in this Deed and in any event neither they, their firm, partners, members, employees, advisors, representatives or agents shall incur any personal liability hereunder or under any document executed pursuant to this Deed.

- 10.2 All representations, warranties, conditions, guarantees and stipulations, express or implied, statutory, customary or otherwise on the part of the Joint Administrators in respect of this Deed are expressly excluded.
- 10.3 The Chargee agrees that the terms and conditions of this Deed and the exclusions and limitations contained in clauses 10.1 and 10.2 are fair and reasonable having regard to the circumstances in which the Admin Facility Agreement has been made available to the Chargors (among others), and the fact that each Chargor is an entity in administration.

IN WITNESS whereof this Deed has been executed and delivered as a deed by each of the parties hereto the day and year first before written.

SCHEDULE 1

THE CHARGORS

Name	Registered number	Registered Office
Albemarle (Shoreham) LLP (in administration)	OC325054	c/o Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT
Albemarle Shoreham Airport Limited (in administration)	06506097	c/o Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT
Berkshire UK Industrial Properties Limited Partnership (acting by its general partner Berkshire GP Limited (in administration))	LP010796	c/o Shelley Stock Hutter LLP 1 st Floor 7-10 Chandos Street London W1G 9DQ
Berkshire GP Limited (in administration)	05507172	c/o Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT
Berkshire Nominee 1 Limited (in administration)	05507175	c/o Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT
Berkshire Nominee 2 Limited (in administration)	05514942	c/o Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT

SIGNATORIES TO THE LEGAL CHARGE

The Chargors

Executed as a deed by BERKSHIRE UK INDUSTRIAL PROPERTIES LIMITED PARTNERSHIP acting by its general partner BERKSHIRE GP LIMITED (in administration) acting by one of its Joint Administrators (signing as its agent without personal liability) in the presence of:

Joint Administrator

.....DAVID THURGOOD.....

Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU.....

Address for notices:

Address: Menzies LLP
Lynton House
7-12 Tavistock Square
London
WC1H 9LT

FAO: Simon Underwood

Executed as a deed by BERKSHIRE GP LIMITED (in administration) acting by one of its Joint Administrators (signing as its agent without personal liability) in the presence of:

.....
Joint Administrator

.....
DAVID THURGOOD

Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

.....
D.J. MANLEY

Witness Occupation:

.....
SECRETARY

Witness Address:

.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Address for notices:

Address: Menzies LLP
 Lynton House
 7-12 Tavistock Square
 London
 WC1H 9LT

FAO: Simon Underwood

Executed as a deed by **BERKSHIRE
NOMINEE 1 LIMITED (in administration)**
acting by one of its Joint Administrators
(signing as its agent without personal
liability) in the presence of:

.....
Joint Administrator

.....
DAVID THURGOOD
Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Address for notices:

Address: Menzies LLP
 Lynton House
 7-12 Tavistock Square
 London
 WC1H 9LT

FAO: Simon Underwood

Executed as a deed by **BERKSHIRE
NOMINEE 2 LIMITED (in administration)**
acting by one of its Joint Administrators
(signing as its agent without personal
liability) in the presence of:

.....
Joint Administrator

.....
DAVID THURGOOD

Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

.....
D. J. MENZIES

Witness Occupation:

.....
SECRETARY

Witness Address:

.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Address for notices:

Address: Menzies LLP
 Lynton House
 7-12 Tavistock Square
 London
 WC1H 9LT

FAO: Simon Underwood

Executed as a deed by ALBERMARLE
SHOREHAM AIRPORT LIMITED (in
administration) acting by one of its Joint
Administrators (signing as its agent without
personal liability) in the presence of:

.....
Joint Administrator

.....
DAVID THURGOOD

Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

.....
D. J. MANNING

Witness Occupation:

.....
SECRETARY

Witness Address:

.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Address for notices:

Address: Menzies LLP
Lynton House
7-12 Tavistock Square
London
WC1H 9LT

FAO: Simon Underwood

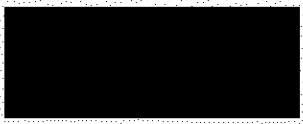
Executed as a deed by
ALBEMARLE(SHOREHAM) LLP (in
administration) acting by one of its Joint
Administrators (signing as its agent without
personal liability) in the presence of:

.....
Joint Administrator



.....
DAVID THURGOOD
.....
Print Name

Witness Signature:



Witness Name (BLOCK CAPITALS):

.....
D.J. MANNING
.....

Witness Occupation:

.....
S. SECRETARY
.....

Witness Address:

.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU.....

Address for notices:

Address: Menzies LLP
 Lynton House
 7-12 Tavistock Square
 London
 WC1H 9LT

FAO: Simon Underwood

The Joint Administrators

Executed as a deed by one of the
JOINT ADMINISTRATORS
on his own behalf and on behalf of his
fellow Joint Administrator in the presence
of:

.....
Joint Administrator

.....
DAVID THURGOOD
.....
Print Name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

.....
D. J. M. ADAMS
.....

.....
SECRETARY
.....

.....
.....
.....

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU.....

Address for notices:

Address:

Menzies LLP
Lynton House
7-12 Tavistock Square
London
WC1H 9LT
Simon Underwood

FAO:

The Chargee

EXECUTED as a **DEED** by

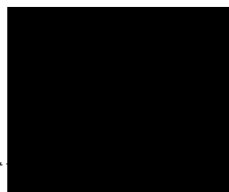
Longbow Investment No. 3 S.À R.L. Signature in the name of the company
a company incorporated in Luxembourg acting
by

Signature in the name of the company

Longbow Investment No. 3 S.À R.L.

Signature of:

Eric Lie



who, in accordance with
the laws of that territory is acting
under the authority of

Authorised Signatory

Longbow Investment No. 3 S.À R.L. and in
the presence of a witness

Witness Signature:



Witness Name (BLOCK CAPITALS):

ENSA ZAHNI

Witness Occupation:

GC, Rue Gabriel

Witness Address:

Wippenham, L-5865

Duisbach, Luxembourg

Address for notices:

Address: Longbow Investment No. 3 S.À R.L.
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FAO: The Board of Managers