



Registration of a Charge

Company Name: **BELFAST INTERNATIONAL AIRPORT LIMITED**

Company Number: **NI027630**



Received for filing in Electronic Format on the: **26/10/2023**

XCEYFV1K

Details of Charge

Date of creation: **19/10/2023**

Charge code: **NI02 7630 0009**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **ALL THOSE LANDS AND PREMISES REGISTERED AT THE LAND
REGISTRY OF NORTHERN IRELAND UNDER THE FOLIO NUMBER
AN33064L, COUNTY ANTRIM.**

Contains fixed 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.**

Certified by: **A&L GOODBODY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI27630

Charge code: NI02 7630 0009

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 19th October 2023 and created by BELFAST INTERNATIONAL AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2023 .

Given at Companies House, Belfast on 27th October 2023

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**

Dated 19 October 2023

Belfast International Airport Limited

(Chargor)

GLAS Trust Corporation Limited

(Security Agent)

SUPPLEMENTAL MORTGAGE

Mortgage Supplemental to a Debenture dated 29 September 2023

LAND REGISTRY

Folio(s): AN33064L

County: Antrim

Registered Owner: Belfast International Airport Limited

THIS DEED is dated 19 October 2023 and made between:

- (1) **Belfast International Airport Limited** a company incorporated in Northern Ireland with registered number NI027630 and having its registered office at Belfast International Airport, Belfast, BT29 4AB (the **Chargor**); and
- (2) **GLAS Trust Corporation Limited** acting as security agent and trustee for each of the Secured Parties including any successor appointed by the Secured Parties pursuant to the Finance Documents and on the terms and conditions set out in the Common Terms Agreement and Intercreditor Agreement (each as defined below) (the **Security Agent**).

WHEREAS

- (A) This Deed is supplemental to a debenture dated 29 September 2023 between, inter alia, the Chargor and the Security Agent (the **Debenture**).
- (B) It has been agreed between the Chargor and the Security Agent (as security agent and trustee for the Secured Parties) that the Secured Obligations now owing or which shall become owing shall be secured by this Deed.
- (C) The Security Agent has agreed to enter into this Deed as security agent and trustee for the Secured Parties.

IT IS AGREED:

1 Interpretation

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in clause 1.1 (*Definitions*) of the Debenture have the same meaning when used in this Deed and so that references in that clause 'to this Deed' therein shall be construed to refer to this Deed.

In this Deed, the following terms shall, unless the context otherwise requires, have the following meanings:

Ancillary Rights means all covenants, agreements, undertakings, warranties, bonds, guarantees, indemnities and other agreements the benefit of which is now or in the future vested in the Chargor in respect of the design, construction, fit out or maintenance of any building, structure or erection now or in the future

on the Mortgaged Property or of any roads, footpaths or utilities for services now or in the future abutting or serving the Mortgaged Property or the taking in charge thereof or the paying of any charge or levy in respect thereof and all guarantees and indemnities in respect of any lessee's or licensee's obligations under any lease or licence of the Mortgaged Property;

Compensation Rights means all present and future rights of the Chargor to be paid or to receive compensation by reason of any compulsory acquisition, requisitioning or exercise of other compulsory powers in relation to the Mortgaged Property or any refusal, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Property;

Lease means any lease, licence, agreement for lease, agreement for licence and other agreement for the occupation, possession or use of the whole or any part or parts of the Mortgaged Property subject to which the interest of the Chargor in the Mortgaged Property is now or from time to time in the future held and includes, without limitation, the Leases (if any) specified in Part 3 (*Leases*) of Schedule 1;

Mortgaged Property means the freehold land and/or leasehold (registered or unregistered) land (if any) specified against its name in Part 2 (*Mortgaged Property*) of Schedule 1 of this Deed together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon, all easements, rights and agreements and the benefit of all covenants given in respect thereof;

Plant and Equipment means:

- (a) the plant, machinery, equipment, goods, chattels and other assets (if any) specified in Part 1 of Schedule 1 (Plant and Equipment); and
- (b) all other plant, machinery, equipment, goods and chattels (including stock in trade) now or hereafter belonging to the Chargor together with all and any machines, equipment, goods, components, parts or other items whatsoever from time to time installed therein or used in replacement or by way of substitution for all or any part thereof, together with the full benefit of the insurances on the same.

1.2 Construction

Clause 1.2 (*Construction*) of the Debenture is incorporated in this Deed as if they were set out in full in this Deed and so that references in that clause to 'this Deed' therein shall be construed to refer to this Deed.

2 COVENANT TO PAY

- 2.1 The Chargor covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations in accordance with the terms of clause 2.1 (*Covenant to pay*) of the Debenture.
- 2.2 This deed is supplemental to the Debenture.
- 2.3 The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be the Debenture as amended and/or supplemented by this Deed.

3 CREATION OF SECURITY

3.1 General

All Security created by the Chargor under clauses 3.2 to 3.5 inclusive is:

- 3.1.1 a continuing security for the payment and discharge of the Secured Obligations;
- 3.1.2 granted as legal and beneficial owner in accordance with the 1881 Act;

- 3.1.3 granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset;
- 3.1.4 granted in favour of the Security Agent (as security agent and trustee for the secured parties); and
- 3.1.5 granted pursuant to clause 6.4.4 (*After Acquired Real Property*) and clause 14 (*Further Assurances*) of the Debenture.

3.2 Real Property

The Chargor, as legal and beneficial owner to the intent that the charges contained in this Deed will be a continuing security for the payment and discharge of the Secured Obligations in favour of the Security Agent:

- 3.2.1 **HEREBY GRANTS, CONVEYS AND TRANSFERS** unto the Security Agent on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of freehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property **TO HOLD** the same unto the Security Agent in fee simple subject to the proviso for redemption contained in this Deed;
- 3.2.2 **HEREBY DEMISES** unto the Security Agent on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of leasehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property **TO HOLD** the same unto the Security Agent for the residues of the respective terms of years for which it now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in this Deed;
- 3.2.3 As registered owner or as the person entitled to be registered as owner **HEREBY CHARGES** all Mortgaged Property the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land Registration (Northern Ireland) Act 1970 and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property;
- 3.2.4 **HEREBY CHARGES** as a first fixed charge all future freehold and leasehold property of the Chargor (whether or not registered), together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;

3.3 Fixed charges

The Chargor, as legal and beneficial owner to the intent that the charges contained in this Deed will be a continuing security for the payment and discharge of the Secured Obligations in favour of the Security Agent, hereby:

- 3.3.1 **CHARGES** as a first fixed charge, all present and future Ancillary Rights and Compensation Rights of the Chargor;
- 3.3.2 **CHARGES** as a first fixed charge, all of its present and future rights, title and interest in and to the Plant and Equipment;
- 3.3.3 **CHARGES** as a first fixed charge, all goodwill, now or in the future belonging to the Chargor;
- 3.3.4 **CHARGES** as a first fixed charge, the Receivables in respect of the Mortgaged Property; and
- 3.3.5 **CHARGES** as a first fixed charge, all of its present and future rights, title and interest in and to the Leases.

3.4 Security assignments

The Chargor, as beneficial owner and as security for the payment and discharge of the Secured Obligations in favour of the Security Agent, hereby assigns and agrees to assign absolutely (in each case insofar as the same are capable of assignment):

3.4.1 the Leases;

3.4.2 the benefit of all Ancillary Rights; and

subject in each case to the right of the Chargor to redeem this Deed.

If any of the Secured Assets over which the Chargor purports to create an assignment pursuant to this clause 3 is not effectively assigned, the Chargor instead charges by way of first fixed charge in favour of the Security Agent all of its rights, title, benefit and interest (present and future) in, to and in respect of such Secured Assets.

3.5 Attorns Tenant

The Chargor hereby attorns tenant to the Security Agent of any part of the Secured Assets mortgaged or charged by clause 3.2.1 at the yearly rent of £1 (if demanded) provided always that the Security Agent may at any time without notice to the Chargor determine the tenancy hereby created and enter upon such Secured Assets but so that neither the receipt of the said rent nor the said tenancy shall render the Security Agent liable to account to any person as mortgagee in possession.

4 LAND REGISTRY

4.1 Application for restriction

In respect of any real property of the Chargor that is situated in Northern Ireland (including any unregistered properties subject to compulsory first registration at the date of this Deed) and charged under this Deed, the Chargor shall apply for the Security to be registered at the Land Registry of Northern Ireland and irrevocably consent to the Security Agent applying to the Land Registry of Northern Ireland for an inhibition to be entered against the folio number(s) of that real property on the prescribed Land Registry of Northern Ireland form in the following terms:

"No disposition of the registered estate by the registered owner of the registered estate is to be registered without a written consent signed by the registered owner for the time being of the charge dated [] in favour of [] or, if appropriate, signed on such registered owner's behalf by its secretary, authorised signatory or solicitor."

5 MORTGAGED PROPERTY

The Chargor hereby covenants and undertakes, on the date of execution of this Deed, to deposit with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Mortgaged Property or hold such deeds, certificates and other documents to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

The Chargor shall on the date of this Deed execute and deliver to the Security Agent one or more Prescribed Forms over all land which is, or is intended to be, charged by this Deed and which is registered or in the course of being registered in the Land Registry and will provide all appropriate assistance to the Security Agent to have the same duly registered in the Land Registry as a burden on the land thereby affected.

6 CONTINUING SECURITY

The terms of clause 5 (*Continuing Security*) of the Debenture shall be incorporated into this and so that references in that clause to 'this Deed' therein shall be construed to refer to this Deed

7 UNDERTAKINGS

The terms of clause 6.1 (*Negative Pledge*), 6.2 (*Access*) and 6.4 (*Real Property Undertakings*) of the Debenture shall be incorporated into this Deed and so that references in that clause to 'this Deed' therein shall be construed to refer to this Deed.

8 ENFORCEMENT OF SECURITY AND RECEIVERS

The Security created by this Deed shall become enforceable immediately upon the occurrence of an Acceleration Event and the terms of clause 7 (*Enforcement of Security*) and clause 8 (*Receivers*) of the Debenture shall be incorporated into this Deed and so that references in that clause to 'this Deed' therein shall be construed to refer to this Deed.

9 MISCELLANEOUS

The terms of clause 12 (*Application of Proceeds*), clause 13 (*Consolidation of Accounts and Set-Off*), clause 14 (*Further Assurances*), clause 15 (*Power of Attorney*), clause 16 (*Costs and Expenses*), clause 17 (*Miscellaneous Provisions*), clause 18 (*Rights and Remedies*), clause 19 (*Assignment*), clause 20 (*Notices*) and clause 22 (*Release of Security*) of the Debenture shall be incorporated into this Deed and so that references in that clause to 'this Deed' therein shall be construed to refer to this Deed.

10 COUNTERPARTS

This Deed may be executed in counterparts and each such counterpart taken together shall be deemed to constitute one and the same instrument.

11 GOVERNING LAW AND ENFORCEMENT

The terms of clauses 23 (*Governing Law*) and 24 (*Enforcement*) of the Debenture shall be incorporated into this Deed and so that references in that clause to 'this Deed' therein shall be construed to refer to this Deed

IN WITNESS whereof this Deed has been duly executed by the parties to it on the date set out at the beginning of this Deed.

SIGNATURES

EXECUTED and DELIVERED as a DEED

for and on behalf of

Belfast International Airport Limited

by

Director

GRAHAM
KEOGH

in the presence of:

Witness

Name of Witness (print)

CATHERINE MAXWELL

Address

Occupation

CHARTERED ACCOUNTANT

Witness

Name of Witness (print)

NEIL ELLIOT

Address

Occupation

PROCUREMENT OFFICER

SIGNED on behalf of the Security Agent

in the presence of: WITNESS

Transaction Manager
Robert Weeks



VIVEK MUDHOLKAR
SENIOR TRANSACTION MANAGER



SCHEDULE 1

SECURED ASSETS

Part 1 Plant and Equipment

Security Provider	Description of Plant and Equipment	Serial/Identification Number

Part 2 Mortgaged Property

Security Provider	Description of Mortgaged Property	Folio Number
BELFAST INTERNATIONAL AIRPORT LIMITED	All those lands and premises registered at the Land Registry of Northern Ireland under the Folio Number AN33064L, County Antrim	AN33064L County Antrim

Part 3 Leases

Security Provider	Description of Leased Property