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COMPANIES FORM No 395

Particulars of a mortgage or charge

CHFP000

Please do not write
in this marginPlease complete
legibly, preferably
in black type or
bold block lettering*insert full name of
companyA fee of £10 is payable to Companies House in respect of each
register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of Company

* Cardiff International Airport Limited (the "Chargor")

Date of creation of the charge

21 March 2001

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

Floating Charge (the "Floating Charge")

Amount secured by the mortgage or charge

The "Liabilities" which are defined in the Floating Charge as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor or any other Obligor to any Secured Party under or in connection with any Secured Document (in each case, whether alone, jointly, or jointly and severally with any other person whether actually or contingently and whether as principal, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London (as trustee for the Secured Parties pursuant to the terms of the Facility Agreement and the Security Documents (each as defined below) (the "Security Trustee, which term includes its permitted successors and assigns)).

Postcode

E14 4BB

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000 (ext. 5396)

Ref: 014800664/EHXT

Time critical reference

For official Use
Mortgage Section

Non-Part.

PMO
COMPANIES HOUSE
COMPANIES HOUSE
COMPANIES HOUSE



0031
27/03/01
29/03/01
27/03/01

Barclays

066143

E40x4

395



For Official use

Company Number

02076296

2076096

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed Linklaters

Date 29/3/01

On behalf of chargee[†]

Note

[†] Delete as appropriate

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 including 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.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee and as security for the payment and discharge of all Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its assets, both present and future.

Note (1): The Floating Charge provides that:

- 1 Security:** The Chargor shall not create nor permit or subsist any Security over the Charged Assets, nor do anything else prohibited by Clause 24.3 (*Negative Pledge*) of the Facility Agreement, except as permitted by that Clause.
- 2 Disposal:** The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by Clause 24.4 (*Disposals*) of the Facility Agreement.
- 3 Conversion by Notice:** The Security Trustee may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the Chargor specifying the relevant Charged Assets:
 - 3.1** if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
 - 3.2** while an Enforcement Event is continuing.
- 4 Automatic Conversion:** If:
 - 4.1** the Chargor takes any step to create any Security in breach of Clause 4.1 (*Security*) over any of the Charged Assets; or
 - 4.2** any person takes any step to effect any expropriation, distress, attachment, execution or sequestration against any of those Charged Assets,the Floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement.

"Affiliate" means in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.

"Agent" means Barclays Bank PLC.

"Arranger" means Barclays Capital (the Investment Banking Division of Barclays Bank PLC).

"assets" includes present and future properties, revenues and rights of every description.

"Borrower" means TBI plc.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

Short particulars of all the property mortgaged or charged

"Chargor" has the meaning given to it in a Floating Charge or a Share Charge.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Floating Charge.

any **"document"** (including the Floating Charge) is a reference to that document as from time to time amended, supplemented or novated and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given under or in accordance with any of the terms of, that document.

"Enforcement Event" means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to administration of the Chargor; or
- (b) an Event of Default which is continuing.

"Event of Default" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Facility Agreement.

"Facilities" means Facility A or Facility B.

"Facility A" means the term loan facility made available under the Facility Agreement as described in Clause 2 (*The Facilities*) of the Facility Agreement.

"Facility Agreement" means the £155,000,000 term and revolving facility agreement dated 28 February 2001 entered into between the Borrower, Barclays Capital as Arranger, the original Lenders listed in Schedule 1 thereto, Barclays Bank PLC as Agent and as Security Trustee.

"Facility B" means the revolving loan facility made available under the Facility Agreement as described in Clause 2 (*The Facilities*) of the Facility Agreement.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between, as the case may be, the Arranger and the Borrower (or the Agent and the Borrower) or the Security Trustee and the Borrower setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement.

"Finance Document" means the Facility Agreement, any Fee Letter, the Syndication Side Letter, any Accession Letter, any Security Document and any other document designated as such by the Agent and the Borrower.

"Finance Parties" means the Agent, the Security Trustee, the Arranger or the Lender.

"Floating Charge" means a floating charge entered or to be entered into between a Chargor and the Security Trustee.

"Group" means the Borrower and its Subsidiaries for the time being.

"Guarantors" means a collective reference to Aldergrove Carparks Limited, Belfast International Airport Limited, Cardiff International Airport Limited, TBI Airport Holdings Limited and Belfast International Airport Holdings Limited or an Additional Guarantor unless it has ceased to be a guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement.

"Hedging Agreement" means each agreement entered into between the Borrower and a Hedging Bank in respect of hedging arrangements relating to the Facilities which have been entered into as set out in or pursuant to Clause 24.14 (*Hedging*) of the Facility Agreement.

Short particulars of all the property mortgaged or charged

"Hedging Bank" means any Lender (or any Affiliate of a Lender) which acts as a hedge counterparty under a Hedging Agreement.

"Holding Company" means in relation to a company or corporation or any other company or corporation in respect of which it is a Subsidiary.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a party in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Facility Agreement.

"Obligor" means the Borrower or the Guarantors.

"Original Lender" means Barclays Bank PLC.

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

"person" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality).

"rights" includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

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

"Secured Document" means the Finance Documents, the Working Capital Agreements and the Hedging Agreements.

"Secured Parties" means a collective reference to the Finance Parties, each Working Capital Bank and each Hedging Bank.

"Secured Party" means any one of the Secured Parties.

"Security Document" means any Floating Charge, any Share Charge and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

"Share Charge" means a share charge entered or to be entered into between a Chargor and the Security Trustee.

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985, and for the purposes of Clause 23 (*Financial Covenants*) of the Facility Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Syndication Side Letter" means the letter dated on or about the date of the Facility Agreement between the Arranger and the Borrower relating to, amongst other things, the syndication of the Facilities.

Name of Company

Company Number

•Cardiff International Airport Limited

02076296

Short particulars of all the property mortgaged or charged

"Working Capital Agreement" means any agreement entered into or to be entered into by a Lender and the Borrower for the provision of bilateral working capital facilities, including the agreement to be entered into on or about the date of the Facility Agreement to between the Borrower and Barclays Bank PLC for a working capital facility of up to £10,000,000

"Working Capital Bank" means a Lender which provides working capital facilities to the Borrower pursuant to a Working Capital Agreement and part to the Facility Agreement or accedes as a party to the Facility Agreement pursuant to Clause 39 (*Execution and Accession by Working Capital Banks and Hedging Banks*) of the Facility Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02076096

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 21st MARCH 2001 AND CREATED BY CARDIFF INTERNATIONAL AIRPORT LIMITED FOR SECURING ALL LIABILITIES DUE OR OWING OR INCURRED BY THE COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY (AS DEFINED) UNDER OR IN CONNECTION WITH ANY SECURED DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd APRIL 2001.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —