

# MR01

## Particulars of a charge

232535/13 Laserform

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companies.gov.uk](http://www.companies.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
an instrument. Use form MR08.

WEDNESDAY



LD3 \*L3NWUYY2\* 31/12/2014 #238  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 0 2 4 3 1 8 5 8

Company name in full Southampton International Airport Limited (the "Chargor")

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 8 m 1 m 2 y 2 y 0 y 1 y 4

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Credit Agricole Corporate and Investment Bank, Broadwalk House,  
5 Appold Street, London, EC2A 2DA

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

All current and future land (except for Restricted Land and Land in Scotland) and Intellectual Property (except for any Restricted IP) owned by the Chargor, in each case as specified (and defined) in the Deed of Accession and Charge registered by this Form MR01 (the "Charge"), including land subject to title numbers HP411185 and HP628421 at HM Land Registry and registered trademarks including SOUTHAMPTON AIRPORT (number 2375629) and BREEZE THROUGH (number 3030301). For more details please refer to the Charge

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement** ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Huga Laetke Interchange LLP* X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name 1V0762 000672 - Katy Bagerman

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

DR



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2431858

Charge code. 0243 1858 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2014 and created by SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2014

Given at Companies House, Cardiff on 9th January 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Hogan Lovells  
International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG

Save for material redacted pursuant  
to s859G of the Companies Act 2006,  
I certify that this is a true and  
complete copy of the original seen by  
me

*Katy Bagerman*  
KATY BAGERMAN  
SOLICITOR  
19 DECEMBER 2014

**Deed of Accession and Charge for a New Chargor**

THIS DEED OF ACCESSION AND CHARGE is made on 18 December 2014

**BETWEEN:**

- (1) Southampton International Airport Limited (registered in England and Wales under number 02431858) (the "New Chargor"),
- (2) AGS Airports Limited (registered in England and Wales under number 09201991) (the "Company"), and
- (3) Crédit Agricole Corporate and Investment Bank (the "Security Agent")

**WHEREAS**

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 12 December 2014 between (1) the Company and (2) the Security Agent as security agent and trustee for the Secured Parties named in the Principal Deed (the "Secured Parties")
- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Secured Parties), all of its property, undertaking and assets to secure the Secured Obligations, and to accede to the Principal Deed

**THIS DEED WITNESSES as follows:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

**1.2 Additional Definitions In this Deed**

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Land" means freehold and leasehold, and any other interest or estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Restricted IP" means any Intellectual Property owned by or licensed to the New Chargor which, in each case, precludes either absolutely or conditionally the New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (Third Party Consents) of the Principal Deed

"Restricted Land" means any leasehold property held by the New Chargor under a lease which precludes either absolutely or conditionally the New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (Third Party Consents) of the Principal Deed

**"Specified Intellectual Property"** means the Intellectual Property listed in Schedule 2 (Specified Intellectual Property)

**2 ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED**

- 2.1 Accession:** The New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 Covenant to pay:** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Secured Debt Documents
- 2.3 Proviso:** The covenants contained in this Clause and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or Security to be unlawful or prohibited by any applicable law
- 2.4 Company's agreement to the accession:** The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession

**3 ASSIGNMENTS**

The New Chargor, with full title guarantee, as Security for the payment or discharge of all Secured Obligations, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Secured Parties).

- (a) all of its rights, title and interest in respect of the Assigned Documents,
- (b) the benefit of all of its Document Claims;
- (c) all of its rights, title, and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (d) all its rights, title and interest from time to time in respect of the Hedging Agreements,
- (e) all its right, title and interest in or to the Blocked Accounts as any such account may be renumbered, redesignated or sub-divided from time to time, the Balances and all its rights, title, benefit and interest whatsoever, present and future, in and to the Balances, and any other account it may from time to time have with any bank, financial institution or other person, provided that the New Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account, at all times in accordance with the Facilities Agreement and any relevant Permitted Additional Debt Document,
- (f) all Receivables, book and other debts now or in the future owing to the New Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under Clause 3.2 (Fixed Security) of the Principal Deed or effectively assigned under Clauses 3.1 (a) to 3.1(e) inclusive (Creation of Security Assignments) of the Principal Deed), and

- (g) all its rights, title and interest from time to time in respect of any Intra-Group Liabilities.

#### 4. FIXED SECURITY

4.1 The New Chargor, with full title guarantee, as Security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties):

- (a) with the exception of any Restricted Land, by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*).
- (b) by way of fixed charge
  - (i) with the exception of any Restricted Land and Land in Scotland, all other Land which is now, or in the future becomes, its property;
  - (ii) all Land (other than Land in Scotland) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained,
  - (iii) all other interests and rights in or relating to Land (other than Land in Scotland) or in the proceeds of sale of Land now or in the future belonging to it;
  - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4 and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached,
  - (v) all moneys at any time standing to the credit of the Blocked Accounts and any other account it may from time to time have with any bank, financial institution or other person,
  - (vi) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
  - (vii) all Specified Investments which are now its property, including all proceeds of sale derived from them,
  - (viii) all Specified Investments in which the New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
  - (ix) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
  - (x) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;

- (xi) all Insurance Policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such Insurance Policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Principal Deed and/ or this Deed,
- (xii) all its goodwill and uncalled capital for the time being,
- (xiii) all Specified Intellectual Property belonging to it,
- (xiv) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xvi) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvii) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained,
- (xviii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xix) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xiii) to (xviii) inclusive of this Clause,
- (xx) all trade debts now or in the future owing to it;
- (xxi) all other debts now or in the future owing to it;
- (xxii) the benefit of all instruments, guarantees, charges, pledges and other Security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*),
- (xxiii) the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other Security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies now or in the future available to the New Chargor as Security for



any Receivable or for the performance by any third party of any obligation now or in the future owed to it,

- (xxiv) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed and the provisions of the Principal Deed; and
- (xxvi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them,

provided that, in relation to Southampton International Airport Limited and the New Chargor only, on and from the date of its accession to the Principal Deed pursuant to the Deed of Accession and Charge to be entered into by Southampton International Airport Limited and this Deed, any fixed charge created pursuant to paragraphs (i) to (iv) (inclusive) of this Clause 4 shall not apply to.

- (1) the Existing Lynlon Security Assets, or
- (2) the Dudset Bungalow

## **5 CREATION OF FLOATING CHARGE**

**5 1** The New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Secured Parties) as security for the payment or discharge of all Secured Obligations, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of Security by virtue of Clause 3 (*Assignments*), charged by way of the legal mortgage contained Clause 4(a) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*) of the Principal Deed, and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset and, subject to Permitted Security, the New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except in all cases above as permitted by Clause 23 4 (*Disposals*) of the Facilities Agreement and any analogous provisions in any Permitted Additional Debt Document)

**5 2** The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

**6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

The New Chargor shall not.

- (a) create or permit to subsist any Security over any of its Assets except Permitted Security, or
- (b) enter into a single transaction a series of transactions (whether related or not and whether voluntary or involuntary) to sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or otherwise dispose or part with possession or ownership of the whole or any part of them, or purport or agree to do so,

except with consent of the Senior Agent or the Security Agent or to the extent permitted or not otherwise prohibited by the Facilities Agreement and each Permitted Additional Debt Document

**7 RIGHT OF APPROPRIATION**

**7.1 Financial Collateral Arrangement:** The Parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

**7.2 Right of Appropriation:** The Security Agent may, on or at any time after the Security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral charged by this Deed which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Obligations, whether such Assets are held by the Security Agent or otherwise

**7.3 Value** The value of any Financial Collateral appropriated under Clause 7.2 shall be.

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their value determined or achieved in accordance with Clause 13.4 (*Fair value*) of the Intercreditor Agreement.

**7.4 Surplus or Shortfall** The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Obligations and the New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Obligations

**7.5 Confirmation** The New Chargor agrees that the method of valuing Financial Collateral under Clause 7.3 is commercially reasonable

**8 APPLICATION TO THE LAND REGISTRY**

Application to the Land Registry. The New Chargor.

- (a) in relation to each register of title of any present and future Land (other than Land in Scotland) of the New Chargor which is charged to the Security Agent under this Deed or pursuant to the further assurance undertakings in the Facilities Agreement or any Permitted Additional Debt Document, consents to the Security

Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following

(i) a form AP1 (application to change the register) in respect of the Security created by this Deed,

(ii) a form AN1 (application to enter an agreed notice) in respect of the Security created by this Deed,

(iii) a form RX1 (application to register a restriction) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer", and

(iv) a form CH2 (application to enter an obligation to make further advances), and

(b) covenants to submit a priority search with the Land Registry, and

(c) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, as soon as reasonably practicable following execution of this Deed.

## **9 POWER OF ATTORNEY**

**9 1 Appointment of attorney:** The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to

(a) do anything which the New Chargor is obliged to do (but that neither it nor the Company has done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and

(b) following the occurrence of a Declared Default enable the Security Agent or any such nominee and / or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

**9 2 Ratification:** The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause

**9 3 Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the Company under Clause 22 (*Costs and Expenses*) and Clause 23 (*Other Indemnities*) of the Intercreditor Agreement.

**10 NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 30 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 3 (*Notice Details*).

**11 COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

**12 GOVERNING LAW**

This Deed and all non-contractual obligations arising out of or in connection with this Deed shall be governed by English law.

**13. ENFORCEMENT**

**13.1 Jurisdiction**

- (a) The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "Dispute"))
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 13.1 is for the benefit of the Secured Parties only. As a result, to the extent allowed by law:
  - (i) no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction, and
  - (ii) the Secured Parties may take concurrent proceedings in any number of jurisdictions

**14 FINANCE DOCUMENT**

This Deed is a Finance Document for the purposes of the Facilities Agreement.

**THIS DEED OF ACCESSION AND CHARGE** has been executed by the New Chargor and the Company as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

**Schedule 1 to Deed of Accession**

**Registered land to be mortgaged**

<b>Name of Chargor/Registered Proprietor</b>	<b>Description of Property</b>	<b>Title Number</b>
Southampton International Airport Limited	The land edged with red on the Land Registry title filed plan but excluding the land (a) edged and numbered 4 and 5 in yellow and (b) edged brown at annex 1	HP411185
Southampton International Airport Limited	The land edged with red on the Land Registry title filed plan but excluding the land edged brown at annex 2	HP628421

**Unregistered land subject to first registration upon the execution of this Deed**


The address for service of the Security Agent in the case of registered land is Broadwalk House,  
5 Appold Street, London, EC2A 2DA, United Kingdom for the attention of SFI Agency & Middle  
Office - EIG

## Specified Intellectual Property

Trademark	Number	Status (registered/ application)	Territory	Owner	Classes	Date of registration/ application	Date of renewal	Security interest/ encumbrance	Comments (e.g. oppositions)
BAA Southampton F1	2136625	Registered	United Kingdom	SIAL	39	30 January 1998	20 June 2017	N/A	N/A

## 2 DOMAIN NAMES

DOMAIN NAME	REGISTRANT (ACCORDING TO SELLER)	REGISTRANT (ACCORDING TO ONLINE REGISTRY)
baasouthampton biz	Southampton International Airport Limited	BAA plc
baa-southampton biz	Southampton International Airport Limited	BAA plc

DOMAIN NAME	REGISTRANT (ACCORDING TO SELLER)	REGISTRANT (ACCORDING TO ONLINE REGISTRY)
baasouthampton info	Southampton International Airport Limited	BAA plc
baa-southampton info	Southampton International Airport Limited	BAA plc
courtlandssouthampton co uk	Southampton International Airport Limited	LHR Airports Limited
courtlandssouthampton com	Southampton International Airport Limited	BAA plc
sou aero	Southampton International Airport Limited	BAA plc
southamptonairport biz	Southampton International Airport Limited	BAA plc
southampton-airport.biz	Southampton International Airport Limited	BAA plc
southamptonairport co.uk	Southampton International Airport Limited	LHR Airports Limited
southampton-airport.co.uk	Southampton International Airport Limited	LHR Airports Limited
southamptonairport com	Southampton International Airport Limited	Southampton International Airport Limited
southampton-airport.com	Southampton International Airport Limited	BAA plc
southamptonairport.eu	Southampton International Airport Limited	BAA plc
southampton-airport eu	Southampton International Airport Limited	BAA plc
southamptonairport.info	Southampton International Airport Limited	BAA plc
southampton-airport.info	Southampton International Airport Limited	BAA plc

DOMAIN NAME	REGISTRANT (ACCORDING TO SELLER)	REGISTRANT (ACCORDING TO ONLINE REGISTRY)
southamptonairport.mobi	Southampton International Airport Limited	BAA plc
southampton-airport.mobi	Southampton International Airport Limited	BAA plc
southamptonairport name	Southampton International Airport Limited	We have been unable to verify the ownership of this domain name.
southampton-airport name	Southampton International Airport Limited	We have been unable to verify the ownership of this domain name.
southamptonairport.net	Southampton International Airport Limited	BAA plc
southampton-airport net	Southampton International Airport Limited	BAA plc
southamptonairport.org	Southampton International Airport Limited	BAA plc
southampton-airport.org	Southampton International Airport Limited	BAA plc
southamptonairport.org.uk	Southampton International Airport Limited	LHR Airports Limited
southampton-airport.org.uk	Southampton International Airport Limited	LHR Airports Limited
parking southamptonairport.com	Southampton International Airport Limited	We have been unable to verify the ownership of this domain name
m parking southamptonairport.com	Southampton International Airport Limited	We have been unable to verify the ownership of this domain name



**Schedule 3 to Deed of Accession**

**Notice Details**

**SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED**

**Address:** Southampton Airport  
Wide Lane  
Southampton  
SO18 2NL

**Attention** Mr Verdeep Dosi/Mrs Laura López Berzal

**Facsimile Number** +44 20 3037 1468/+34 915 862 749

**ANNEX 1 TO DEED OF ACCESSION**

**Title Plan for HP411185**

**These are the notes referred to on the following official copy**

**The electronic official copy of the title plan follows this message**

**Please note that this is the only official copy we will issue. We will not issue a paper official copy.**


**This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.**

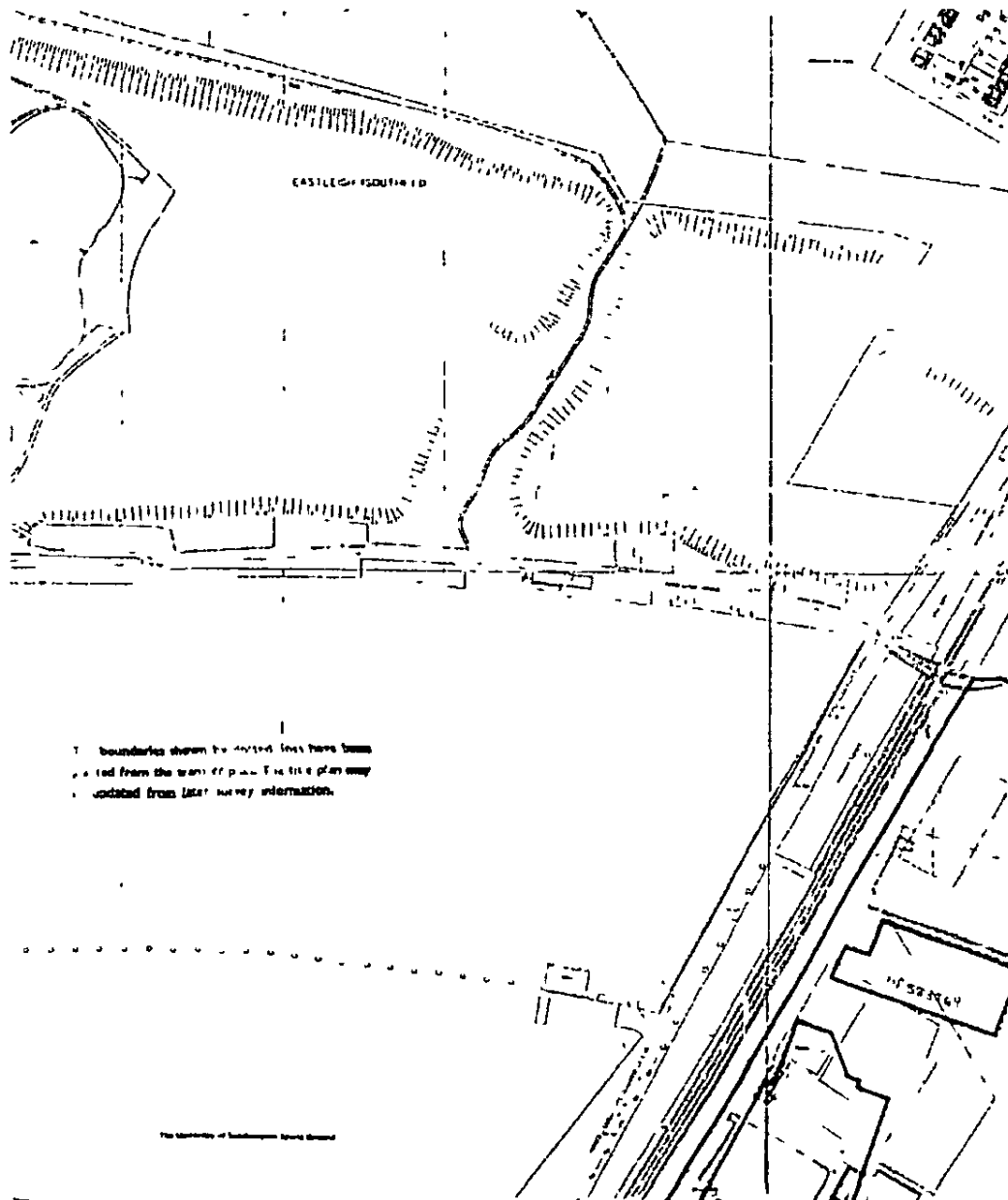
**This official copy is issued on 23 September 2014 shows the state of this title plan on 23 September 2014 at 11:24:19. It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).**

**This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.**

**This title is dealt with by the Land Registry, Weymouth Office**

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H.M. LAND REGISTRY			TITLE NUMBER <b>HP411185</b>	
ORDNANCE SURVEY PLAN REFERENCE	SU 4417 SU 4416	SU 4516 SU 4517	Scale 1:12500	 Crown Copyright
COUNTY	HAMPSHIRE		DISTRICT	

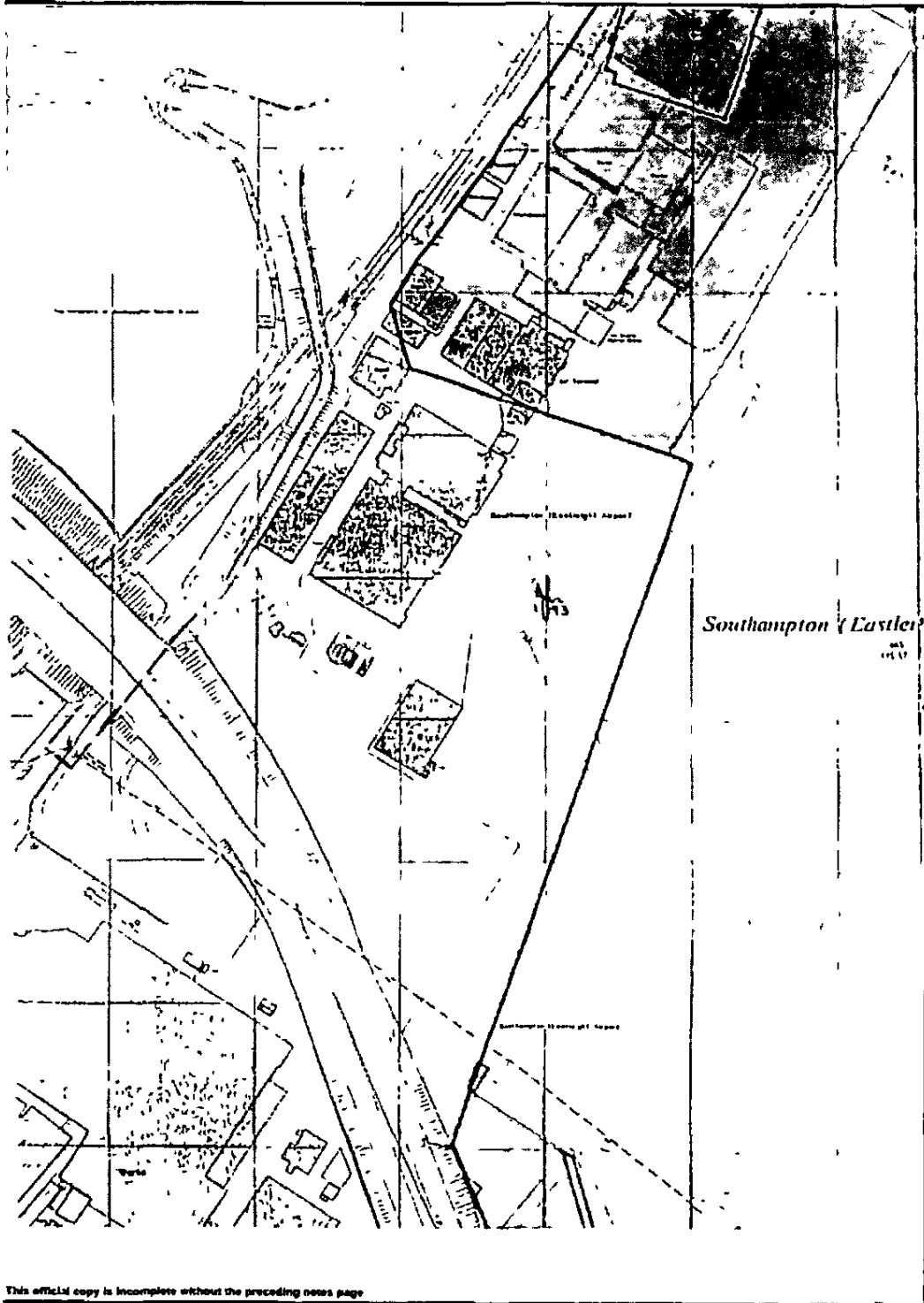




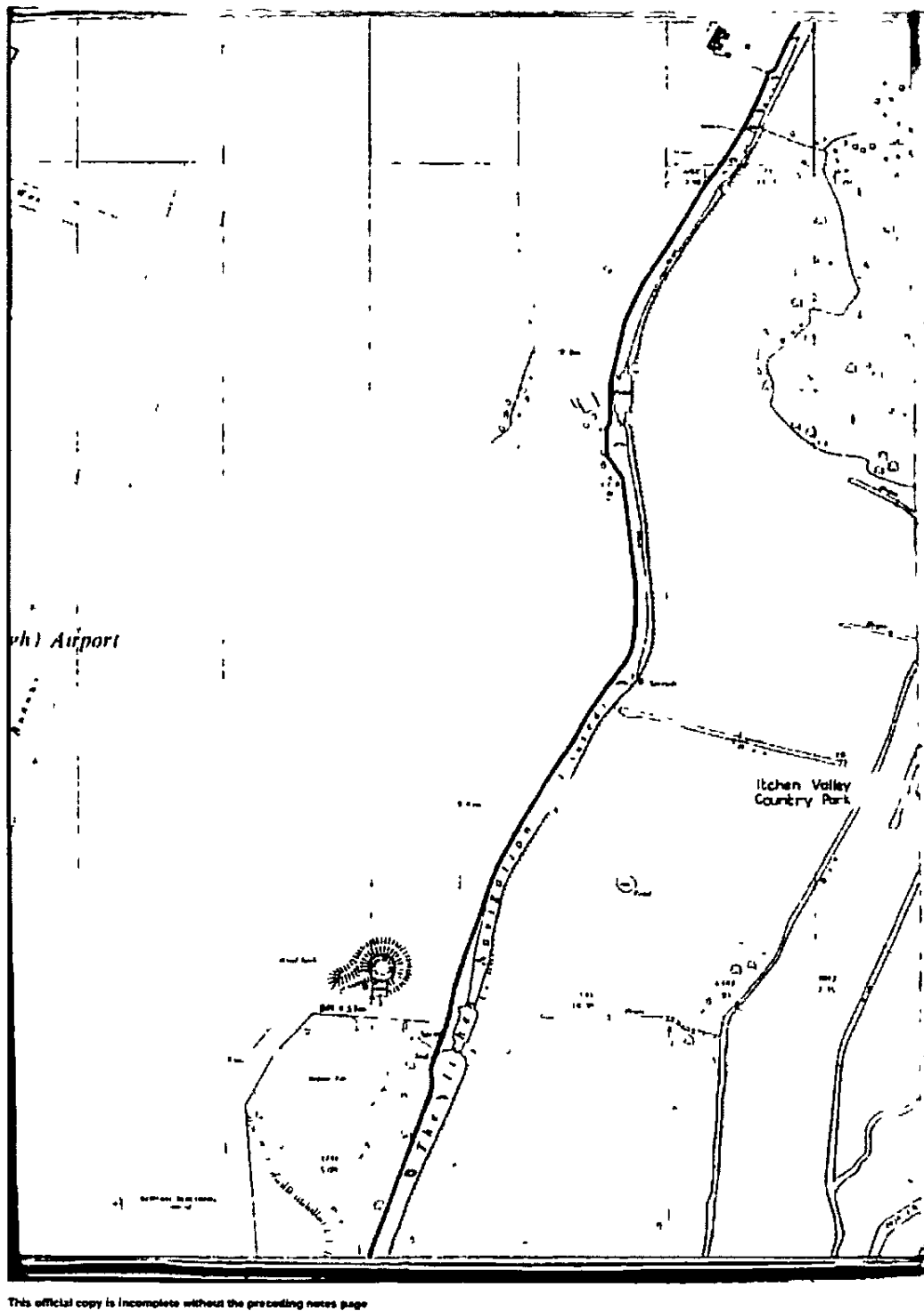


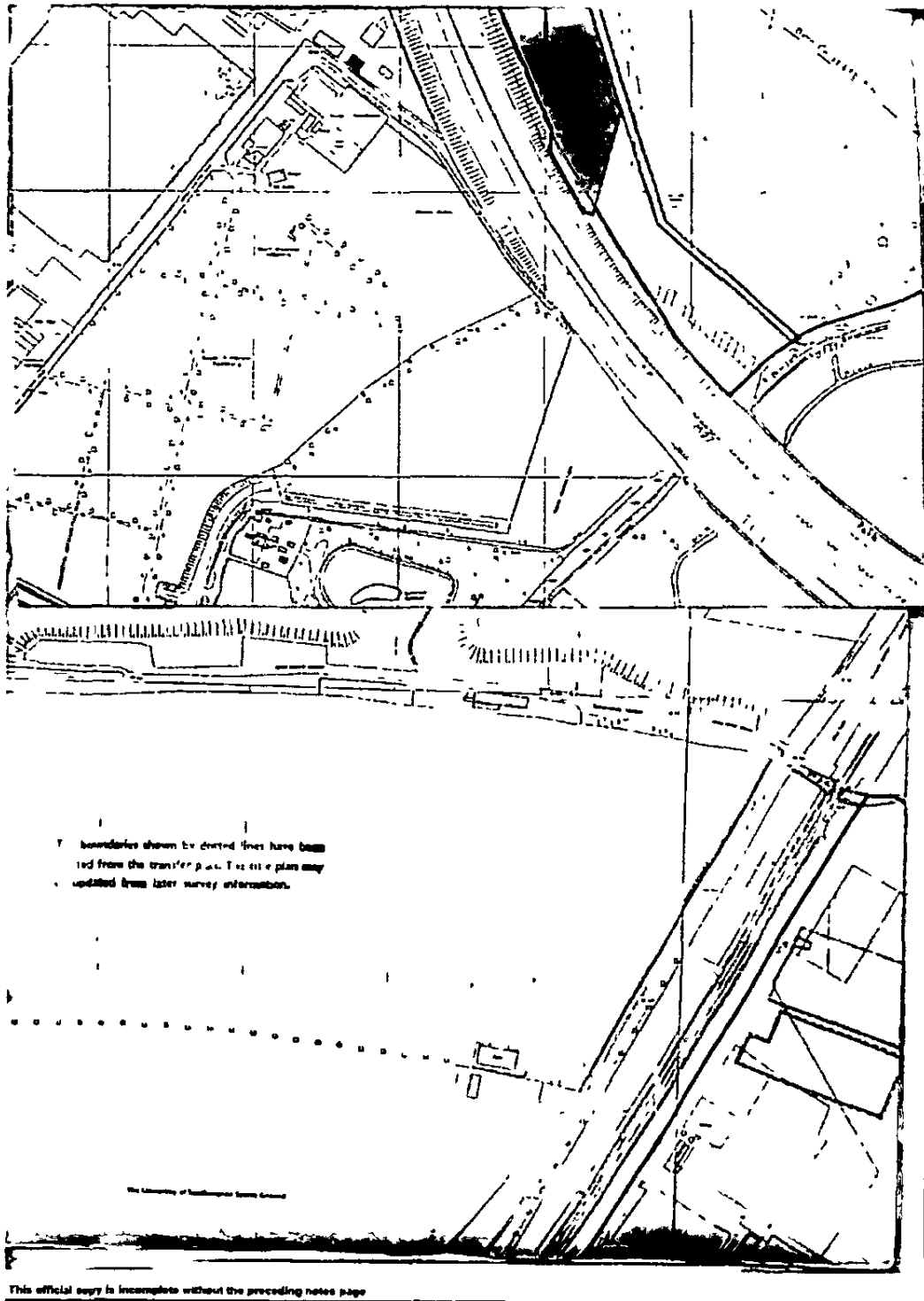
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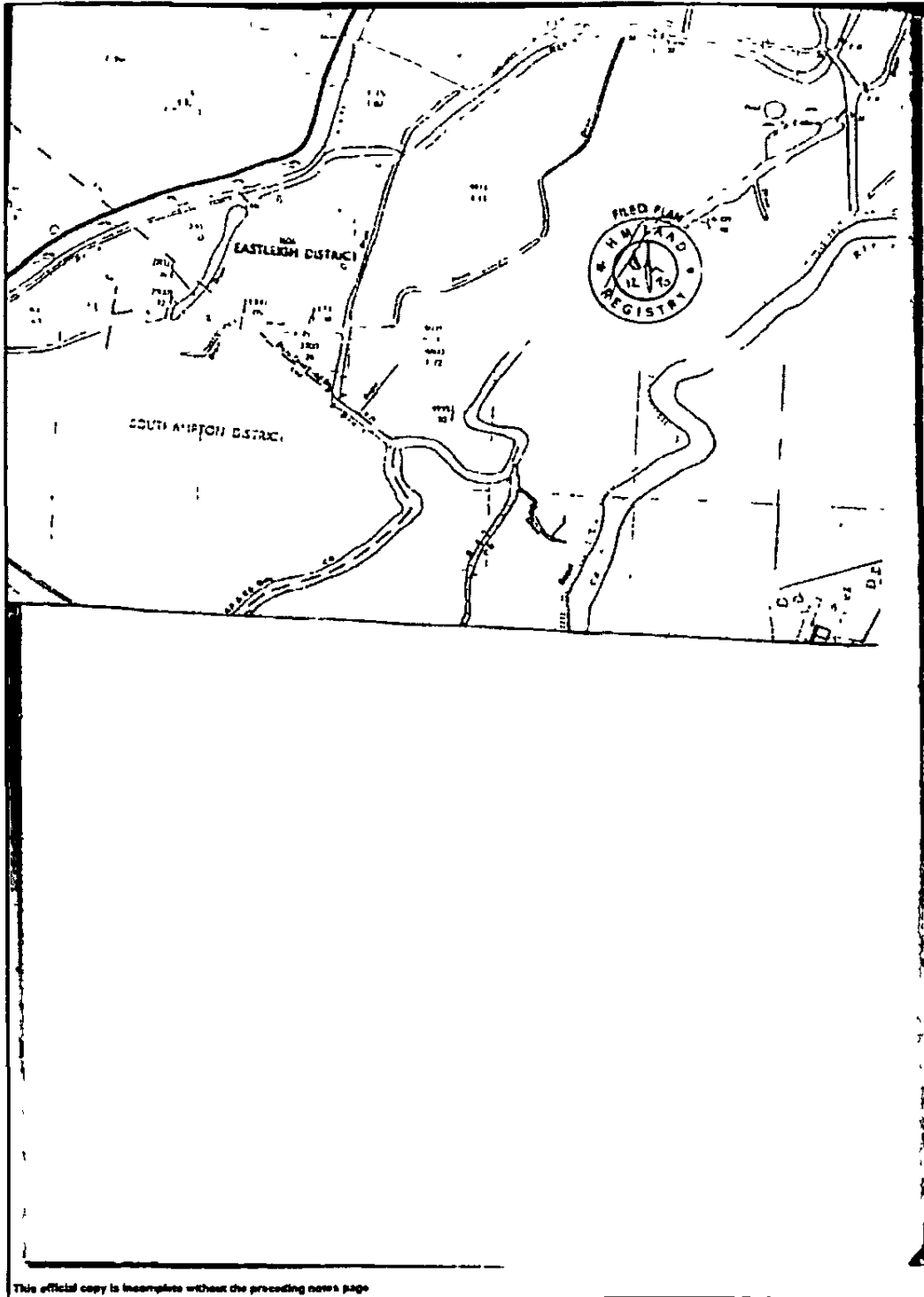






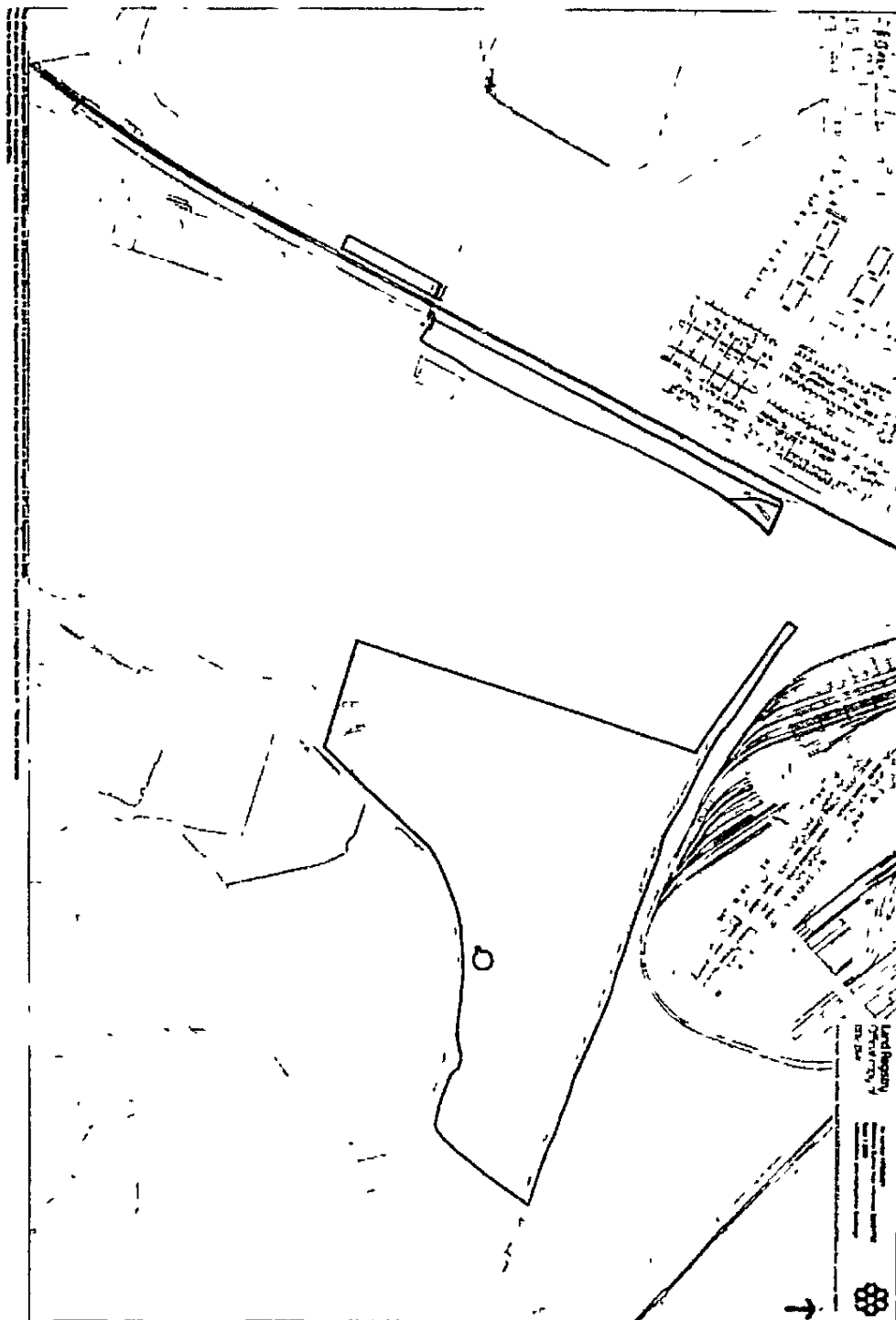






This official copy is incomplete without the preceding notes page

**ANNEX 2 TO DEED OF ACCESSION**  
**Title Plan for HP628421**



Execution page to Deed of Accession

EXECUTION

THE NEW CHARGOR

Executed as a )  
Deed by Southampton International Airport )  
Limited )  
(pursuant to a resolution of its Board )  
of Directors) acting by )

Director  
Name

[REDACTED]

JOHN BRUEN

Director  
Name

[REDACTED]

RICHARD ABEL

THE COMPANY

Executed as a )  
Deed by AGS Airports Limited )  
(pursuant to a resolution of its Board )  
of Directors) acting by )

Director  
Name

[REDACTED]

JOHN BRUEN

Director  
Name

[REDACTED]

RICHARD ABEL.

**THE SECURITY AGENT**

Signed by  
for and on behalf of  
**Crédit Agricole Corporate and Investment  
Bank**

A black rectangular box redacting the signature of the authorised signatory.

Authorised Signatory

A black rectangular box redacting the signature of the authorised signatory.

Authorised Signatory