



Registration of a Charge

Company Name: **SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED**

Company Number: **02431858**



Received for filing in Electronic Format on the: **25/06/2021**

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Details of Charge

Date of creation: **18/06/2021**

Charge code: **0243 1858 0010**

Persons entitled: **CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

Brief description: **WITH THE EXCEPTION OF ANY RESTRICTED LAND AND LAND IN SCOTLAND, ALL OTHER LAND WHICH IS NOR, OR IN THE FUTURE BECOMES, ITS PROPERTY. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT. 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. FOR MORE DETAILS REFER TO THE INSTRUMENT.**

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.**

Certified by:

ELIZAVETA BAZAROVA



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2431858

Charge code: 0243 1858 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th June 2021 and created by SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2021 .

Given at Companies House, Cardiff on 28th June 2021

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**

EXECUTION VERSION

Dated 18 June **2021**

AGS AIRPORTS LIMITED AND CERTAIN OF ITS SUBSIDIARIES
as Chargors

- and -

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

SUPPLEMENTAL TO A DEBENTURE ORIGINALLY DATED 21 FEBRUARY 2017

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THIS SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on 18 June
2021

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each an "**Original Chargor**"); and
- (2) **Crédit Agricole Corporate and Investment Bank** as security trustee and security agent for the Secured for each of the Secured Parties on the terms and conditions set out in the Amended Intercreditor Agreement (the "**Security Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Security Agreement:

"**Amended and Restated Facilities Agreement**" has the meaning given to that term in the Supplemental Agreement.

"**Amended Intercreditor Agreement**" has the meaning given to that term in the Supplemental Agreement.

"**Assets**" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"**Extended Secured Obligations**" means the Secured Obligations as defined in the Original Security Agreement and including, for the avoidance of doubt, such obligations arising in respect of the Amended and Restated Facilities Agreement and Amended Intercreditor Agreement.

"**Fixed Security Asset**" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Security assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise.

"**Floating Charge Asset**" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) but, in relation to Assets situated in Scotland and charged by Clause 3.3.2 only in so far as it concerns the floating charge over that Asset.

"**Original Security**" means the Security created by or pursuant to the Original Security Agreement.

"**Original Security Agreement**" means the debenture originally dated 21 February 2017 between each Chargor and the Security Agent.

"**Receivables**" in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*).

"**Supplemental Agreement**" means the amendment and restatement agreement dated on or about the date of this Supplemental Security Agreement and entered into between, among others, the Company and the Agent.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Security Agreement, or the context otherwise requires, a term defined in the Original Security Agreement or the Amended Intercreditor Agreement has the same

meaning in this Supplemental Security Agreement, or any notice given under or in connection with this Supplemental Security Agreement.

1.3 **Construction**

- 1.3.1 The rules of construction set out in clause 1.2 (*Interpretation*) of the Original Security Agreement shall apply to the construction of this Supplemental Security Agreement.
- 1.3.2 In this Supplemental Security Agreement any reference to the "**Security Agent**", any "**Chargor**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent under the Amended Intercreditor Agreement.
- 1.3.3 From the date of this Supplemental Security Agreement the Original Security Agreement shall be read and construed as one document with this Supplemental Security Agreement.
- 1.3.4 References in this Supplemental Security Agreement to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Security Agreement.

2. **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that the Original Security shall (a) remain in full force and effect notwithstanding any change in the Secured Obligations pursuant to the Amended and Restated Facilities Agreement and Amended Intercreditor Agreement and (b) continue to secure its Extended Secured Obligations under the Amended and Restated Facilities Agreement and Amended Intercreditor Agreement.

3. **SUPPLEMENTAL SECURITY**

3.1 **Security assignments**

Without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, on the Effective Date, each Chargor, with full title guarantee, as Security for the payment or discharge of all Extended 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):

- 3.1.1 all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- 3.1.2 all its rights, title and interest from time to time in respect of the Hedging Agreements;
- 3.1.3 all its right, title and interest in or to the Mandatory Prepayment Account 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 a Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Mandatory Prepayment Account, at all times in accordance with the Facilities Agreement and any relevant Permitted Additional Debt Document;
- 3.1.4 all Receivables, book and other debts now or in the future owing to the 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*) or effectively assigned under Clauses 3.1.1 to 3.1.3 inclusive (*Security assignments*)); and
- 3.1.5 all its rights, title and interest from time to time in respect of any Intra-Group Liabilities.

3.2 Fixed Security

Without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, on the Effective Date, each Chargor, with full title guarantee, as Security for the payment or discharge of all Extended Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties):

3.2.1 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 on the Effective Date, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*) of the Original Security Agreement;

3.2.2 by way of fixed charge:

- (a) with the exception of any Restricted Land and Land in Scotland, all other Land which is now, or in the future becomes, its property;
- (b) 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;
- (c) 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;
- (d) 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 3.2 and all its rights and interests under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
- (e) all moneys at any time standing to the credit of the Mandatory Prepayment Account and any other account it may from time to time have with any bank, financial institution or other person;
- (f) 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;
- (g) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (h) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (i) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (j) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (k) 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 this Supplemental Security Agreement;
- (l) all its goodwill and uncalled capital for the time being;
- (m) all Specified Intellectual Property belonging to it;

- (n) 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;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (s) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (m) to (r) inclusive of this Clause;
- (t) all trade debts now or in the future owing to it;
- (u) all other debts now or in the future owing to it;
- (v) 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 3.1 (*Security assignments*);
- (w) 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 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;
- (x) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (y) 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 Supplemental Security Agreement; and
- (z) 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.

3.3 **Creation of floating charge**

Without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, on the Effective Date, each 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 Extended Secured Obligations, by way of floating charge:

3.3.1 all its Assets whatsoever and wheresoever situated (including, but not limited to, its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland), except to the extent that such Assets are for the time being effectively assigned by way of Security by virtue of Clause 3.1 (*Security assignments*), charged by way of the legal mortgage contained Clause 3.2.1 or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Original Security Agreement; and

3.3.2 without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such 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 Original Security Agreement with respect to any such Floating Charge Asset and, subject to Permitted Security, such 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 24.4 (*Disposals*) of the Amended and Restated Facilities Agreement and any analogous provisions in any Permitted Additional Debt Document).

3.4 **Priority**

3.4.1 Subject to the Legal Reservations, any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.3 (*Creation of floating charge*).

3.4.2 Any Security created in the future prior to the Secured Debt Discharge Date by a Chargor shall be expressed to be subject to this Supplemental Security Agreement and shall rank in order of priority behind the charges created by this Supplemental Security Agreement (except to the extent mandatorily preferred by law).

4. **CRYSTALLISATION**

4.1 **Crystallisation by notice**

The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may, subject to Clause 4.5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Company on its behalf) if:

4.1.1 a Declared Default has occurred and is continuing;

4.1.2 the Security Agent in good faith considers that any of the Assets expressed to be charged to the Security Agent by this Debenture may be in danger of being seized or sold pursuant to any form of legal process; or

4.1.3 a circumstance envisaged by Clause 4.2.1 (*Automatic Crystallisation*) occurs and the Security Agent in good faith considers that such crystallisation is desirable in order to protect the priority of its Security.

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 **Automatic crystallisation**

If, without the Security Agent's prior written consent:

4.2.1 any Chargor, in contravention of any Secured Debt Document, resolves to take or takes any step to:

- (a) charge or otherwise encumber any of its Floating Charge Assets including, for the avoidance of doubt, creating a trust over any such assets (other than a Permitted Security); or
 - (b) (if prohibited by the Secured Debt Documents) dispose of any Floating Charge Asset; or
- 4.2.2 (except as permitted pursuant to the Secured Debt Documents) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process,

then the floating charge created by Clause 3.3 (*Creation of floating charge*) shall, subject to Clause **Error! Reference source not found.** (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of Clause 4.2.2 above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 **Future Floating Charge Assets**

Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the relevant Floating Charge Assets in existence at the date of crystallisation.

4.4 **Reconversion**

Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Company on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice.

4.5 **Moratorium Assets**

The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

4.6 **Scottish Assets**

Clauses 4.1 (*Crystallisation by notice*) and Clause 4.2 (*Automatic crystallisation*) shall not apply to assets situated in Scotland or otherwise governed by the laws of Scotland.

5. **ACCOUNTS**

No Chargor shall withdraw all or any moneys from time to time standing to the credit of the Mandatory Prepayment Account except in accordance with the terms of the Facilities Agreement and any relevant Debt Document.

6. **MISCELLANEOUS**

6.1 **Incorporation of terms – Original Security Agreement**

The provisions of clauses 1.3 (*Intercreditor Agreement*), 2 (*Covenant to Pay*), 3.4(c) (*Third Party Consents*), 3.5 (*Notices relating to the Assignment*), 3.7 (*Application to the Land Registry*), 5 (*Title Documents, Insurance Policies and Transfers*), 7 (*Negative pledge and other restrictions*), 8 (*Right of Appropriation*), 9 (*Continuing Security*), 10 (*Land*), 11 (*Intellectual Property Rights*), 12 (*Specified Investments*), 13 (*Opening of New Accounts*), 14 (*Powers of Sale, Leasing and Accepting Surrenders*), 15 (*Appointment of a Receiver or an Administrator*), 16 (*Powers of a Receiver*), 17 (*Power of Attorney*), 18 (*Other powers exercisable by the Security Agent*), 19 (*Application of money received by the Security*

Agent or a Receiver), 20 (*Protection of Third Parties*), 21 (*Protection of the Security Agent and Receiver*), 22 (*Security Agent*), 23 (*Set-Off*), 24 (*Transfer by a Secured Party*), 26 (*Release of Security*), 27 (*Third Party Rights*), 28 (*Preservation*), 30 (*Notices*) and 31 (*Security Agent*) of the Original Security Agreement are incorporated into this Supplemental Security Agreement as if set out in full in this Supplemental Security Agreement, but so that references into those clauses to:

- 6.1.1 "Secured Obligations" are references to the "Extended Secured Obligations";
- 6.1.2 "this Debenture" are references to this Supplemental Security Agreement;
- 6.1.3 any references to clause 3 or any part thereof in any definitions or provisions of the Original Security Agreement incorporated by reference pursuant to Clause 1.2 (*Terms defined in other Finance Documents*) or this Clause 6 (*Miscellaneous*) (as applicable) are to Clause 3 (*Supplemental Security*) (or any definition or part thereof, as relevant) of this Supplemental Security Agreement; and
- 6.1.4 any references to the "Closing Date" in the Original Security Agreement incorporated by reference pursuant to Clause 1.2 (*Terms defined in other Finance Documents*) or this Clause 6 (*Miscellaneous*) (as applicable) are deemed to be references to the "Effective Date",

provided that:

- (a) clauses 6 (*Accounts*), 7 (*Negative pledge and other restrictions*), 10 (*Land*) to 12 (*Specified Investments*) of the Original Security Agreement shall be incorporated into this Supplemental Security Agreement, as if set out in full in this Supplemental Security Agreement, but subject to the Original Security Agreement; and
- (b) each Chargor's obligations set out at clause 5 (*Title Documents, Insurance Policies and Transfers*) of the Original Security Agreement shall be deemed to have been satisfied under this Supplemental Security Agreement to the extent such obligations were complied with under the Original Security Agreement.

6.2 **Original Security Agreement**

Except insofar as supplemented by this Supplemental Security Agreement the Original Security Agreement shall remain in full force and effect.

6.3 **No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Agreement shall continue in full force and effect notwithstanding this Supplemental Security Agreement and shall not merge in any security constituted by this Supplemental Security Agreement or be released, extinguished or affected in any way by the security constituted by this Supplemental Security Agreement.

6.4 **Counterparts**

This Supplemental Security Agreement 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 Supplemental Security Agreement.

7. **GOVERNING LAW**

This Supplemental Security Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. ENFORCEMENT

8.1 Jurisdiction of English courts

8.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Security Agreement (including a dispute relating to the existence, validity or termination of this Supplemental Security Agreement or any non-contractual obligation arising out of or in connection with this Supplemental Security Agreement) (a "**Dispute**").

8.1.2 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.

8.1.3 This Clause 8.1 is for the benefit of the Secured Parties only. As a result, to the extent allowed by law:

- (a) no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
- (b) the Secured Parties may take concomitant proceedings in any number of jurisdictions.

8.2 Agreement

Each Chargor expressly agrees and consents to the provisions of this Clause 8.

THIS SUPPLEMENTAL SECURITY AGREEMENT has been signed on behalf of the Security Agent and executed as a deed by each Chargor and is delivered by it on the date specified above.

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Registration Number
AGS Airports Limited	9201991
Airport Holdings NDH1 Limited	6408392
Glasgow Airport Limited	SC096624
Aberdeen International Airport Limited	SC096622
Southampton International Airport Limited	2431858

EXECUTION PAGES TO SUPPLEMENTAL SECURITY AGREEMENT

THE CHARGORS

EXECUTED as a DEED on behalf of
AGS AIRPORTS LIMITED



Director

JOHN BRUEN

Director

Address:
Attention:



EXECUTION PAGES TO SUPPLEMENTAL SECURITY AGREEMENT

THE CHARGORS

EXECUTED as a DEED on behalf of
ACS AIRPORTS LIMITED

[REDACTED]

Director

[REDACTED]

IGNACIO CASTEJON HERNANDEZ

Director

[REDACTED]

Address:
Attention:

[REDACTED]

EXECUTED as a DEED on behalf of
AIRPORT HOLDINGS NDH1 LIMITED

[Redacted Signature]

JOHN BRUEN

Director

Director

Address:
Attention:

[Redacted Address]

EXECUTED as a DEED on behalf of
AIRPORT HOLDINGS NDH LIMITED

Director

IGNACIO CASTEJON HERNANDEZ

Director

Address:
Attention:

(AGS = Supplemental Security (Debenture))

EXECUTED as a DEED on behalf of
SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED

[Redacted Signature]

Director

JOHN BRUEN

Director

Address:
Attention:

[Redacted Address]

EXECUTED as a DEED on behalf of
SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED


Director

 IGNACIO CASTEJON HERNANDEZ

Director

Address:
Attention:


EXECUTED as a DEED on behalf of
GLASGOW AIRPORT LIMITED
acting by DEREK PROVAN a director
in the presence of:

)  DEREK PROVAN
) Director

Witness's Signature



Name: CATHIONA MADDINSON

Address: 

EXECUTED as a DEED on behalf of ABERDEEN
INTERNATIONAL AIRPORT LIMITED

acting by DEREK PROVAN a director
in the presence of:

)

)

Director

DEREK PROVAN

Witness's Signature

Name: CATEENA MACLENNON

Address:

THE SECURITY AGENT

Signed by

For and on behalf of
**CRÉDIT AGRICOLE CORPORATE
AND INVESTMENT BANK**



Joanne Easter, Director

Authorised Signatory



Anne-Marine Reymond, Associate

Authorised Signatory

Notice details for the Security Agent

Address:



Facsimile No:

Attention:

