

# M

CHFP025

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in black type, or  
bold block lettering

\* insert full name  
of Company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

# 395

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

For official use

		2
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Company number

05237033

Name of company

Geronimo Airports Limited (the **Chargor**)

Date of creation of the charge

24 November 2006

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

A debenture dated 24 November 2006 (the **Debenture**) made between (1) Geronimo Group Limited  
as the Parent (2) the Chargor and others as Original Chargors and (3) the Lender (as defined below).

Amount secured by the mortgage or charge

All the liabilities of each Obligor to the Lender except for any liabilities which, if secured by the  
Debenture, would result in a contravention by a Chargor of section 151 of the Companies Act 1985  
(the **Secured Liabilities**).

Please return  
via  
CH London Counter

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC of 27th Floor, 1 Churchill Place, London (the **Lender**)

Postcode E14 5HP

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

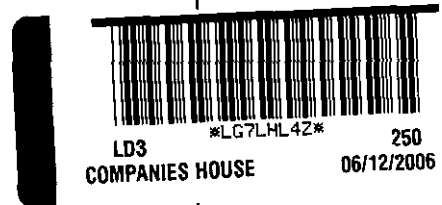
Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS  
REF/PTR/40504.01419

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed Denton Wilde Sapte LLP

Date 05.12.06

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

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

Notes

† 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 included 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\* insert full name  
of company

Geronimo Airports Limited

Short particulars of all the property mortgaged or charged (continued)

**1 Creation of Security**Under Clause 3 (*Creation of Security*) of the Debenture, the Chargor created the following Security:**1.1 Land**

The Chargor charged:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture (as described in Schedule 1 to this Form 395); and
- (b) by way of fixed charge any right, title or interest which it has at the time of the Debenture or may subsequently acquire to or in any other Land.

**1.2 Shares**

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

**1.3 Investments**

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights

including those held for it by any nominee.

**1.4 Equipment**The Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture (as described in paragraph 1.1 of this Form 395).**1.5 Book Debts**

The Chargor charged by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

**1.6 Non Trading Debts**

The Chargor charged by way of fixed charge:

- (a) all Non Trading Debts; and

Name of company

\* insert full name  
of company

Geronimo Airports Limited

(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

**1.7 Accounts held with the Lender**

1.7.1 The Chargor charged by way of fixed charge all amounts standing to the credit of each Proceeds Account.

1.7.2 Regardless of the terms on which moneys are credited to each Proceeds Account in the name of the Chargor held with the Lender, no amount standing to the credit of that account will be or accrue due or payable to the Chargor until:

(a) the Secured Liabilities have been paid and discharged in full; and

(b) the Lender is not under any obligation to make banking or other facilities available to the Chargor,

and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Lender's rights under the Debenture) as the Lender may in its absolute discretion from time to time permit.

**1.8 Intellectual Property Rights**

The Chargor charged by way of fixed charge all Intellectual Property Rights.

**1.9 Goodwill**

The Chargor charged by way of fixed charge its goodwill.

**1.10 Uncalled capital**

The Chargor charged by way of fixed charge its uncalled capital.

**1.11 Authorisations**

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

**1.12 Assigned Agreements**

1.12.1 The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party.

1.12.2 Until an Event of Default occurs, but subject to the provisions of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

**1.13 Accounts held with third parties**

The Chargor assigned absolutely or (if and to the extent that the assignment is not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account held with a party, other than the Lender, in its name or to which it is beneficially entitled.

**1.14 Insurances**

1.14.1 The Chargor assigned absolutely all its rights and interests in the Insurances.

1.14.2 Until an Event of Default occurs, but subject to the provisions of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances.

Name of company

\* insert full name  
of company

Geronimo Airports Limited

**1.15 Contractual rights**

Save to the extent that any such agreement prohibits charging, the Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which were effectively assigned by Clause 3.12 (*Assigned Agreements*) of the Debenture (as described in paragraph 1.12 of this Form 395).

**1.16 Other assets**

1.16.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 (*Creation of Security*) of the Debenture (as described in paragraph 1 of this Form 395).

1.16.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

**1.17 Trust**

Subject to the provisions of the Debenture, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender.

**2 Nature of Security created**

The Security created under the Debenture was created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Lender; and
- (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor did not know and could not reasonably be expected to know about them).

**3 Negative pledge**

Note that the Chargor may not create or permit to subsist any Security over any Security Asset except for Permitted Security.

**4 Definitions**

In this Form 395:

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

**Account** means each Proceeds Account or a Current Account.

**Acquisition Documents** has the meaning given to it in the Facility Agreement.

Name of company

\* insert full name  
of company

Geronimo Airports Limited

**Additional Borrower** means a company which becomes a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**Additional Guarantor** means a company which becomes a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**Assigned Agreements** means:

- (a) the Hedging Agreements;
- (b) the Lease Documents;
- (c) the Acquisition Documents; and
- (d) the Investment Agreement.

**Authorisation** means an authorisation, consent (including an Environmental Permit), permission, approval, resolution, licence, exemption, filing, notarisation or registration.

**Book Debts** means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.

**Borrower** means the Original Borrower or an Additional Borrower.

**Company** means Geronimo Group Limited, a company incorporated in England and Wales with registered number 5844533.

**Current Account** has the meaning given to it in the Facility Agreement.

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Environmental Permit** has the meaning given to it in the Facility Agreement.

**Equipment** means, in relation to the Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**Event of Default** has the meaning given to it in the Facility Agreement.

**Existing Security Documents** has the meaning given to it in the Facility Agreement.

**Finance Document** means the Facility Agreement, the Intercreditor Deed, each Overdraft Document, any Hedging Agreement, any Security Document and any other document designated as such by the Lender.

**Facility Agreement** means the facility agreement dated on or around the date of the Debenture between, among others, the Chargor and the Lender.

**Group Company** has the meaning given to it in the Facility Agreement.

**Guarantor** means an Original Guarantor or an Additional Guarantor.

**Hedging Agreements** has the meaning given to it in the Facility Agreement.

**Insurance** means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is party or in

Name of company

\* insert full name  
of company

Geronimo Airports Limited

which it has an interest (including, without limitation, the Keyman Policies).

**Intellectual Property Rights** means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
  - (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
  - (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,
- arising or subsisting in any jurisdiction and whether registered or not.

**Intercreditor Deed** means the intercreditor deed dated on or about the date of the Facility Agreement and referred to therein.

**Investment Agreement** has the meaning given to it in the Facility Agreement.

**Investments** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

**Keyman Policies** has the meaning given to it in the Facility Agreement.

**Land** has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

**Lease Document** has the meaning given to it in the Facility Agreement.

**Obligor** means the Company, a Borrower, a Guarantor and any other person who provides any guarantee or Security to the Lender in respect of the obligations of any Group Company to the Lender.

**Original Borrower** means the Company.

**Original Chargors** means the Chargor and the other companies listed in Schedule 1 (*Original Chargors*) to the Debenture.

**Original Guarantor** means the Company and the subsidiaries of the Company listed in Schedule 1 (*Original Chargors*) to the Debenture.

**Non Trading Debts** means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in the Debenture.

**Overdraft Document** has the meaning given to it in the Facility Agreement.

**Permitted Security** means:

- (a) any Security entered into pursuant to any Finance Document;
- (b) any lien arising by operation of law and in the ordinary course of its day-to-day trading activities;
- (c) any Security entered into in respect of a Subordinated Loan and which is subject to the terms of the Intercreditor Deed; or
- (d) any Security arising out of title retention provisions in a supplier's standard conditions of supply of goods where the goods in question are supplied on credit and are acquired by an Obligor in the ordinary course of day-to-day

Name of company

Geronimo Airports Limited

\* insert full name  
of company

trading activities.

**Proceeds Accounts** has the meaning given to it in the Facility Agreement.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Accession Deed** has the meaning given to it in the Debenture.

**Security Assets** means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture.

**Security Documents** means the Debenture, the Existing Security Documents and any other document creating, evidencing or granting Security in favour of the Lender in respect of the obligations of the Obligors under the Finance Documents, each in form and substance satisfactory to the Lender.

**Shares** means all shares held by the Chargor in its Subsidiaries (including, without limitation, those shares specified against its name in Schedule 3 to the Debenture (as described in Schedule 2 to this Form 395)).

**Subordinated Loan** means any loan (whether evidenced by a loan agreement, loan stock or loan note) made by any person other than the Lender or an Obligor to an Obligor which is subject to the Intercreditor Deed.

**Subsidiary** means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

## 5 Interpretation

Any reference in this Form 395 to:

- (a) **assets** includes revenues, property and rights of every kind, present, future, actual and contingent and whether tangible or intangible (including uncalled share capital);
- (b) the **Chargor** or the **Lender** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- (c) a **Finance Document** (including the Debenture) or any other agreement or instrument is a reference to that Finance Document, the Debenture or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
- (d) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (e) **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (f) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible; and
- (g) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other



M395 Continuation Sheet

Company number

05237033

Name of company

\* insert full name  
of company

Geronimo Airports Limited

capacity.

Company number

05237033

Name of company

\* insert full name  
of company

Geronimo Airports Limited

## Schedule 1 - Land charged by way of legal mortgage

Name of Chargor	Description, address and title number
Geronimo Airports Limited	None

## Schedule 2 - Shares

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Geronimo Airports Limited		None	

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05237033

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th NOVEMBER 2006 AND CREATED BY GERONIMO AIRPORTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO BARCLAYS BANK PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th DECEMBER 2006.

A handwritten signature in dark ink, appearing to be 'R. R.' or similar, located in the lower left quadrant of the page.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES