

395

charge
se in respect
charge
COMPANIES HOUSE

025582/26
ny number

Company number

[3]

5272320

Please do not
write in
this margin

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

*insert full name
of Company

* Devon Nominees (No. 1) Limited ("the Assignor")

15 April 2005

Assignment of Rents ("the Assignment")

All monies and all obligations and liabilities now or hereafter due, owing or incurred by the Borrower to any Finance Party under or pursuant to the Finance Documents whether such monies , obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Finance Party or purchased (whether by assignment or otherwise) or acquired in any other way by it (denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever) except for any obligation which if it were so included would result in the Assignment contravening Section 151 of the Companies Act 1985. (the "Secured Liabilities")

See attached continuation sheet for definitions.

HSBC Bank plc, 8 Canada Square, London acting as Agent and trustee for itself and each Finance Party (the "Agent")

Postcode E14 3HO

Maclay Murray & Spens
3 Glenfinlas Street
Edinburgh
EH3 6AO

GGT/GJAB/CPD/HSB/5/6

Time critical reference

NOTES

A17
COMPANIES HOUSE

0685
29/04/05

Short particulars of all the property mortgaged or charged

Subject to, and in accordance with, the terms of the Credit Agreement the Assignor assigns to the Agent all its right, title and interest in and to the Rental Income as security for the Secured Liabilities.

See attached continuation sheet for definitions.

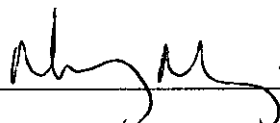
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 28/4/05

On behalf of ~~XXXXXX~~ ~~XXXXXXXXXX~~ (chargee) †

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

† delete as appropriate

Notes

- 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

Continuation sheet 1

To the Registrar of Companies

Name of company
Devon Nominees No. 1 Limited

Company number
5272320

Devon Nominees No. 1 Limited (the **"Company"**)

Schedule of Definitions and Interpretation

"Credit Agreement" means the Credit Agreement dated 8 March 2005 entered into amongst the Borrower, the Original General Partner, Nominee 1, Nominee 2, the Mandated Lead Arrangers, the Original Lenders, HSBC Bank plc as the Overdraft Bank and the Agent, and the Counterparties (as such terms are defined therein) as the same has been or may be properly and validly extended, amended, varied, supplemented, novated, restated, replaced or renewed from time to time;

"Borrower" has the same meaning as in the Credit Agreement;

"Finance Party" has the same meaning as in the Credit Agreement;

"Finance Documents" has the same meaning as in the Credit Agreement; and

"Rental Income" has the same meaning as in the Credit Agreement.



OUR REF GJAB/ASM/HSB.5.6/AXH

YOUR REF

Recorded Delivery
TNT UK Limited
PO Box 4
Railway Street
Ramsbottom
Bury
Lancashire BL0 9AL

CERTIFIED A TRUE COPY


**MACLAY, MURRAY & SPENS,
SOLICITORS, EDINBURGH**

15 April 2005

Dear Sirs

HSBC Bank plc
TNT Cargo Building, Edinburgh Airport

Please find enclosed an intimation notice in respect of the assignation of the rental income in respect of the above property from your new landlords to our clients, HSBC Bank plc. Please arrange for the form of acknowledgement attached to the intimation notice to be signed and returned to the address detailed.

Yours faithfully

Maclay Murray & Spens

enc



1 Rutland Court
Edinburgh
EH3 8EY
Tel: +44 (0)131 270 7700
Fax: +44 (0)131 270 7788
DX ED3 Edinburgh 1
www.andersonstrathern.co.uk

TNT UK Limited
PO Box 4
Railway Street
Ramsbottom
Bury
Lancashire
BL0 9AL

If calling, please ask for: David Hunter
Direct Dial: 0131 625 7239
Fax: 0131 270 7703
Email: david.hunter@andersonstrathern.co.uk

Our Ref: DWH/BAA0015.0010
Your Ref:
Date: 2005

Dear Sir

TNT Cargo Building, Edinburgh Airport ("the Property")

We refer to lease between Edinburgh Airport Limited and TNT UK Limited dated 5th and 28th November 2001 registered in the Books of Council and Session on 11th January 2002 and in the Land Register of Scotland under Title Number MID15646 ("**the Lease**"). Edinburgh Airport Limited, your current landlords, have granted an interposed lease of the Property effectively selling their interest as your landlords in the Property to Devon Nominees (No. 1) Limited and Devon Nominees (No. 2) Limited as Trustees for BAA Partnership Limited ("**the Landlords**").

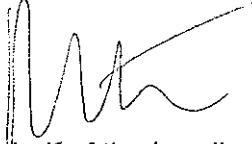
We act on behalf of the Landlords. We hereby intimate that the Landlords have assigned in security to HSBC Bank plc (Registered Number 00014259) and having its registered office at 8 Canada Square, London E14 5HQ ("**the Agent**") acting as Agent and trustee for itself and other banks their right, title and interest to the rent and other sums receivable by the Landlords in terms of the Lease.

On behalf of the Landlords we hereby irrevocably instruct and authorise you (notwithstanding any previous instructions which may have been given to the contrary) until you receive notice from the Agent to the contrary to pay any rent payable by you under the Lease to HSBC Bank plc Account No. -92429209, Sort Code 40-05-30 Poultry and Princess Street Branch (the "**Rent Account**").



Please acknowledge receipt of this letter by signing the attached form of acknowledgement and returning it to the Agent.

Yours faithfully

A handwritten signature in black ink, appearing to be 'M. H.', written over a horizontal line.

On behalf of the Landlords

Form of Acknowledgement from Occupational Tenants

To: HSBC Bank plc
8 Canada Square
London
E14 5HQ

For the attention of Mark Hepinstall

Dear Sirs

Re: **TNT Cargo Building, Edinburgh Airport**

We acknowledge receipt of the Notice dated _____ ("**the Notice**") and addressed to us from Anderson Strathern on behalf of Devon Nominees (No. 1) and Devon Nominees (No. 2) Limited as Trustees for BAA Partnership Limited ("**the Company**") regarding the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice.

We acknowledge and confirm that:-

- (a) We have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking an action in respect of the rights of the Company under or in respect of the Lease (as defined in the Notice); and
- (b) We shall pay all rent and other sums payable by us under the Lease into the Rent Account (as defined in the Notice) and we shall continue to pay those monies into the Rent Account until we receive your written instructions to the contrary.

Yours faithfully

For and on behalf of [_____]



OUR REF GJAB/ASM/HSB.5.6/AXH

YOUR REF

CERTIFIED A TRUE COPY



MACLAY, MURRAY & SPENS,
SOLICITORS, EDINBURGH

Recorded Delivery
FAO Wendy Goodburn
Post Houses Limited
72-80 Gatehouse Road
Aylesbury
BUCKS
HP19 8EB

15 April 2005

Dear Ms Goodburn

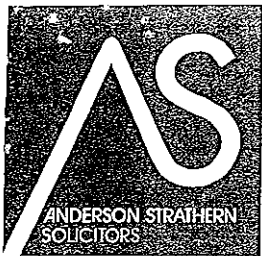
HSBC Bank plc
Holiday Inn, Glasgow Airport

Please find enclosed an intimation notice in respect of the assignation of the rental income in respect of the above property from your new landlords to our clients, HSBC Bank plc. Please arrange for the form of acknowledgement attached to the intimation notice to be signed and returned to the address detailed.

Yours sincerely

Gavin Buchan

enc



1 Rutland Court
Edinburgh
EH3 8EY
Tel: +44 (0)131 270 7700
Fax: +44 (0)131 270 7788
DX ED3 Edinburgh 1
www.andersonstrathern.co.uk

FAO Wendy Goodburn
Post Houses Limited
72/80 Gatehouse Road
Aylesbury
Bucks
HP19 8EB

If calling, please ask for: David Hunter
Direct Dial: 0131 625 7239
Fax: 0131 270 7703
Email: david.hunter@andersonstrathern.co.uk

Our Ref: DWH/BAA0015.0010

Your Ref:

Date: 2005

Dear Madam

Holiday Inn, Glasgow Airport ("the Property")

We refer to lease between The Corporation of the City of Glasgow and Airport Catering Services Limited dated 25th and 28th October 1971 and registered in the Land Register of Scotland under Title Number REN 71989 ("**the Lease**"). BAA Lynton plc, your current landlords, have granted an interposed lease of the Property effectively selling their interest as your landlords in the Property to Devon Nominees (No. 1) Limited and Devon Nominees (No. 2) Limited as Trustees for BAA Partnership Limited ("**the Landlords**").

We act on behalf of the Landlords. We hereby intimate that the Landlords have assigned in security to HSBC Bank plc (Registered Number 00014259) and having its registered office at 8 Canada Square, London E14 5HQ ("**the Agent**") acting as Agent and trustee for itself and other banks their right, title and interest to the rent and other sums receivable by the Landlords in terms of the Lease.

On behalf of the Landlords we hereby irrevocably instruct and authorise you (notwithstanding any previous instructions which may have been given to the contrary) until you receive notice from the Agent to the contrary to pay any rent payable by you under the Lease to HSBC Bank plc Account No. -92429209, Sort Code 40-05-30 Poultry and Princess Street Branch (the "**Rent Account**").



Please acknowledge receipt of this letter by signing the attached form of acknowledgement and returning it to the Agent.

Yours faithfully

A handwritten signature in black ink, consisting of a stylized 'M' followed by a 'K'.

On behalf of the Landlords

Form of Acknowledgement from Occupational Tenants

To: HSBC Bank plc
8 Canada Square
London
E14 5HQ

For the attention of []

Dear Sirs

Re: **Holiday Inn, Glasgow Airport**

We acknowledge receipt of the Notice dated ("the **Notice**") and addressed to us from Anderson Strathern on behalf of Devon Nominees (No. 1) and Devon Nominees (No. 2) Limited as Trustees for BAA Partnership Limited ("**the Company**") regarding the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice.

We acknowledge and confirm that:-

- (a) We have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking an action in respect of the rights of the Company under or in respect of the Lease (as defined in the Notice); and
- (b) We shall pay all rent and other sums payable by us under the Lease into the Rent Account (as defined in the Notice) and we shall continue to pay those monies into the Rent Account until we receive your written instructions to the contrary.

Yours faithfully

For and on behalf of []

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05272320

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED THE 15th APRIL 2005 AND CREATED BY DEVON NOMINEES (NO.1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER 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 29th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th MAY 2005.

MP P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES