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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Acc 400107

395

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

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3 19 1 1

01990920

Name of company

* Stansted Airport Limited

Date of creation of the charge

18 August 2008

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

A borrower liquidity reserve account trust deed (the "**Borrower Liquidity Reserve Account Trust Deed**") between, inter alios, the Borrower Liquidity Reserve Account Trustee and Deutsche Trustee Company Limited (the "**Reserve Account Beneficiary**") dated 18 August 2008

Amount secured by the mortgage or charge

All monies deposited in the Borrower Liquidity Reserve Account by the Borrowers as the Required Amount

See Schedule 1 for Definitions

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

Deutsche Trustee Company Limited, Winchester House, 1 Great Winchester Street, London

Postcode EC2N 2DB

Presentor's name address and
reference (if any)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

902158

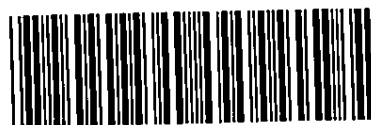
Time critical reference
70-20134892

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



L106D2NZ

LD4

28/08/2008

117

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All Trust Property

See Schedule 1 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)

None

Signed

Clifford Chance LLP

Date

27 August 2008

On behalf of ~~[company]~~ ~~[mortgagee/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**

SCHEDULE 1

Definitions

"Accession Memorandum" means (a) with respect to the STID, each memorandum to be entered into pursuant to clause 2 (*Accession*), clause 4 (*Accession of Additional Obligors*) or clause 33 (*Benefit of Deed*) (as applicable) of the STID and which is substantially in the form set out in Schedule 1 (*Form of Accession Memorandum*) of the STID, (b) with respect to the Bond Trust Deed, a memorandum in substantially the form set out in Schedule 7 (*Form of Accession Memorandum*) to the Bond Trust Deed pursuant to which a Relevant Financial Guarantor accedes to the Bond Trust Deed, and (c) with respect to the Common Terms Agreement, each memorandum to be entered into pursuant to clause 1.5 (*Obligors*) of the Common Terms Agreement and which is substantially in the form set out in Schedule 12 (*Form of Accession Memorandum*) of the Common Terms Agreement

"Additional Borrower Secured Creditors" means any person not already a Borrower Secured Creditor which becomes a Borrower Secured Creditor pursuant to the provisions of clause 2 (*Accession*) of the STID

"Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company

"Agency Agreement" means the agreement dated 18 August 2008 between the Issuer and the Agents referred to therein under which, amongst other things, the Principal Paying Agent is appointed as issuing agent, principal paying agent and agent bank for the purposes of the Programme

"Agent" means, as the context requires, the Agent Bank, the Principal Paying Agent, the Exchange Agent, the Registrar, the Transfer Agent and any Paying Agent or any other agent appointed by the Issuer pursuant to the Agency Agreement or a Calculation Agency Agreement and **"Agents"** means all of them

"Agent Bank" means Deutsche Bank AG, London Branch (or any successor thereto) in its capacity as agent bank under the Agency Agreement in respect of the Bonds.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender as part of the Initial WCF in accordance with clause 7 (*Ancillary Facilities*) of the Initial Credit Facilities Agreement

"Ancillary Lender" means each lender (or Affiliate of a lender) which makes available an Ancillary Facility in accordance with clause 7 (*Ancillary Facilities*) of the Initial Credit Facilities Agreement

"Applicable Accounting Principles" means, in the case of any Financial Statement or information relating to any Obligor (excluding any Regulatory Accounts), accounting principles, standards and practices generally accepted in the UK as applied from time to time

and making such adjustments (if any) as the Auditors may consider appropriate arising out of changes to applicable accounting principles or otherwise from time to time

"Asset Holdco" means BAA (AH) Limited.

"Auditors" means PricewaterhouseCoopers LLP or such other firm of accountants of international repute as may be appointed by the Obligors in accordance with the Common Terms Agreement as the Auditors for the Security Group

"Authorised Credit Facility" means any facility, agreement or finance lease entered into by a Borrower for Senior Debt or Junior Debt as permitted by the terms of the Common Terms Agreement the providers of which are parties to or have acceded to the STID and the Common Terms Agreement, and includes the Initial Borrower Loan Agreement, the Capex Facilities, the Working Capital Facilities, the Refinancing Facility, the EIB Facilities, the Borrower Liquidity Facilities, the Borrower Hedging Agreements, each Finance Lease and (A) any fee letter or commitment letter entered into in connection with the foregoing facilities or agreements or the transactions contemplated in the foregoing facilities and (B) any other document (not being a Common Document) that has been entered into in connection with the foregoing facilities or agreements or the transactions contemplated thereby that has been designated as a document that should be deemed to be an Authorised Credit Facility for the purposes of this definition by the parties thereto (including at least one Obligor).

"Authorised Credit Provider" means a lender or other provider of credit or financial accommodation under any Authorised Credit Facility

"BAA" means BAA Limited

"BAA Bond Guarantee" means the bond guarantee issued by the Bond Guarantor in connection with each Sub-Class of BAA Guaranteed Bonds

"BAA Group" means BAA and its Subsidiaries.

"BAA Guaranteed Bonds" means the €1,000,000,000 fixed rate notes due 2014, £400,000,000 fixed rate notes due 2015, €750,000,000 fixed rate notes due 2016, £300,000,000 fixed rate notes due 2018 and €750,000,000 fixed rate notes due 2020 to be issued by the Issuer 18 August 2008 in exchange for certain classes of bonds originally issued by the Bond Guarantor

"BAA Pension Liabilities" means all sums actually or contingently due to the BAA Pension Trustee and the calculation of such sums (as required under clause 7 8 (*Information*) and/or clause 23 (*Borrower Post-Enforcement Priorities of Payments*) of the STID) shall be conclusively determined by a certificate from the actuary of the BAA Pension Scheme setting out the amounts that would be payable to the BAA Pension Scheme pursuant to section 75 of the Pensions Act 1995 if the BAA Pension Scheme had by then commenced winding-up for the purposes of section 75(2)(b) (for the avoidance of doubt, whether or not the BAA Pension Scheme has commenced winding up in whole or in part and whether or not the BAA Pension Trustee has designated a date under section 75(2)(b) at the point that the actuarial certificate is provided for these purposes)

"BAA Pension Scheme" means the BAA defined benefits occupational scheme governed by a definitive trust deed and rules dated 29 August 2002 (as amended from time to time)

"BAA Pension Trustee" means the trustee(s) from time to time of the BAA Pension Scheme

"Bearer Bonds" means those Bonds which are in bearer form

"Bond Guarantor" means BAA in its capacity as bond guarantor of the BAA Guaranteed Bonds

"Bond Trust Deed" means the bond trust deed dated 18 August 2008 between, among others, the Issuer and the Bond Trustee and each Relevant Financial Guarantor acceding thereto, under which Bonds will, on issue, be constituted and any bond trust deed supplemental thereto

"Bond Trustee" means Deutsche Trustee Company Limited or any successor trustee appointed pursuant to the Bond Trust Deed, for and on behalf of the relevant Bondholders, the Receiptholders, the Couponholders and the other Issuer Secured Creditors

"Bondholders" means the holders from time to time of the Bonds.

"Bonds" means the Class A Bonds and/or the Class B Bonds and/or the Subordinated Bonds, as the context may require, and **"Bond"** shall be construed accordingly.

"Borrower Account Bank" means The Royal Bank of Scotland plc or any successor account bank appointed pursuant to the Borrower Account Bank Agreement

"Borrower Account Bank Agreement" means the account bank agreement dated 18 August 2008 between the Borrowers, HEX Opco, the Borrower Cash Manager, the Borrower Account Bank and the Borrower Security Trustee

"Borrower Cash Manager" means BAA or any substitute cash manager appointed pursuant to the terms of the Shared Services Agreement.

"Borrower Hedge Counterparty" means a Hedge Counterparty who is a party to a Borrower Hedging Agreement (together, the **"Borrower Hedge Counterparties"**).

"Borrower Hedging Agreement" means a Hedging Agreement entered into by a Borrower with a Hedge Counterparty

"Borrower Hedging Required Amount" means, in respect of any Borrower Hedge Counterparty, the maximum forecast net payments payable by the Borrowers under the Borrower Hedging Agreements for such Borrower Hedge Counterparty for the succeeding 12 month period calculated in accordance with the provisions set out in paragraph 3(c) of Schedule 3, Part 1 (*Trigger Events*) of the Common Terms Agreement (as at the date of the Borrower Liquidity Facility Agreement), as most recently notified to the parties to the Borrower Liquidity Facility Agreement by the Borrower Cash Manager pursuant to clause 22.3 (*Borrower Cash Manager Notifications*) of the Borrower Liquidity Facility Agreement

"Borrower Liquidity Facility" means a liquidity facility made available under a Borrower Liquidity Facility Agreement and **"Borrower Liquidity Facilities"** means all of them

"Borrower Liquidity Facility Agreement" means each liquidity facility agreement which has the characteristics set out in schedule 10 (*Liquidity Facilities*) to the Common Terms Agreement, as established in connection with any Treasury Transactions entered into by a Borrower under a Borrower Hedging Agreement and to fund any EIB Liquidity Shortfalls and any interest shortfalls under the Refinancing Facility

"Borrower Liquidity Facility Provider" means the Initial Borrower Liquidity Facility Provider and any bank or financial institution which has become a Party to the Borrower Liquidity Facility Agreement in accordance with clause 31 (*Changes to Parties*) thereto and which in each case has not ceased to be a Party in accordance with the terms of the Borrower Liquidity Facility Agreement.

"Borrower Liquidity Reserve Account" means the trust account opened and maintained by the Borrower Liquidity Reserve Account Trustee entitled "RBS re: HAL, GAL and STAL Borrower Liquidity Reserve Account" which may be (i) credited with a cash reserve for satisfying all or part of the minimum debt service funding requirements set out in paragraph 3(c) of part 3 (*Trigger Event Remedies*) of schedule 3 (*Trigger Event*) to the Common Terms Agreement and (ii) credited with Standby Drawings made prior to satisfaction of the LC Release Conditions, or such other account as may be opened, with the consent of the Borrower Security Trustee, at any branch of the Borrower Account Bank in replacement of such account

"Borrower Liquidity Reserve Account Trust Deed" means the trust deed over the Borrower Liquidity Reserve Account entered into on 18 August 2008 by the Borrower Liquidity Reserve Account Trustee, the Borrower Security Trustee and the Reserve Account Beneficiary

"Borrower Liquidity Reserve Account Trustee" means the trustee of the Borrower Liquidity Reserve Account from time to time pursuant to the terms of the Borrower Liquidity Reserve Account Trust Deed

"Borrower Liquidity Reserve Account Withdrawal" means on any date, a withdrawal by the Borrower Liquidity Reserve Account Trustee from the Borrower Liquidity Reserve Account and recorded in the Borrower Reserve Ledger to meet Borrower Liquidity Reserve Shortfalls in respect of any Supported Agreements

"Borrower Liquidity Reserve Shortfall" means.

- (a) with respect to any Hedge Payment Date of a Borrower Hedge Counterparty, an insufficiency of funds available to the relevant Borrower or Borrowers to pay on such Hedge Payment Date the net payments scheduled to be paid to such Borrower Hedge Counterparty pursuant to the Borrower Hedging Agreements of such Borrower Hedge Counterparty (excluding, for the avoidance of doubt, any termination payments, principal exchange payments and all other unscheduled amounts),

- (b) with respect to any EIB Payment Date an insufficiency of funds available to the relevant Borrower or Borrowers to pay on such EIB Payment Date the interest and other finance charges (excluding, for the avoidance of doubt, any principal payments) scheduled to be paid to EIB pursuant to the Supported EIB Facilities,
- (c) with respect to any Refinancing Facility Payment Date an insufficiency of available funds to the relevant Borrower or Borrowers to pay on such Refinancing Facility Payment Date the interest and other finance charges (excluding, for the avoidance of doubt, any principal payments) scheduled to be paid to any Refinancing Facility Provider on the Tranche A Loans then outstanding pursuant to the Refinancing Facility Agreement (after taking account of the benefit of any Treasury Transactions under any Interest Rate Hedging Agreements entered into in respect of the Refinancing Facility which continue in force), or
- (d) with respect to any Refinancing Facility Payment Date an insufficiency of available funds to the relevant Borrower or Borrowers to pay on such Refinancing Facility Payment Date the interest and other finance charges (excluding, for the avoidance of doubt, any principal payments) scheduled to be paid to any Refinancing Facility Provider on the Tranche B Loans then outstanding pursuant to the Refinancing Facility Agreement (after taking account of the benefit of any Treasury Transactions under any Interest Rate Hedging Agreements entered into in respect of the Refinancing Facility which continue in force)

"Borrower Liquidity Shortfall" means (without double-counting):

- (a) with respect to any Hedge Payment Date of a Borrower Hedge Counterparty, an insufficiency of funds available to the relevant Borrower or Borrowers (after taking into account the amount of any proposed Borrower Liquidity Reserve Account Withdrawals on such Hedge Payment Date) to pay on such Hedge Payment Date the net payments scheduled to be paid to such Borrower Hedge Counterparty pursuant to the Borrower Hedging Agreements of such Borrower Hedge Counterparty (excluding, for the avoidance of doubt, any termination payments, principal exchange payments and all other unscheduled amounts);
- (b) with respect to any EIB Payment Date an insufficiency of funds available to the relevant Borrower or Borrowers (after taking into account the amount of any proposed Borrower Liquidity Reserve Account Withdrawals on such EIB Payment Date) to pay on such EIB Payment Date the interest and other finance charges (excluding, for the avoidance of doubt, any principal payments) scheduled to be paid to EIB pursuant to the Supported EIB Facilities,
- (c) with respect to any Refinancing Facility Payment Date an insufficiency of funds to the relevant Borrower or Borrowers (after taking into account the amount of any proposed Borrower Liquidity Reserve Account Withdrawals on such Refinancing Facility Payment Date) to pay on such Refinancing Facility Payment Date the interest and other finance charges (excluding, for the avoidance of doubt, any principal payments) scheduled to be paid to any Refinancing Facility Provider on the Tranche A Loans then

outstanding pursuant to the Refinancing Facility Agreement (after taking account of the benefit of any Treasury Transactions under any Interest Rate Hedging Agreements entered into in respect of the Refinancing Facility which continue in force), or

- (d) with respect to any Refinancing Facility Payment Date an insufficiency of funds to the relevant Borrower or Borrowers (after taking into account the amount of any proposed Borrower Liquidity Reserve Account Withdrawals on such Refinancing Facility Payment Date) to pay on such Refinancing Facility Payment Date the interest and other finance charges (excluding, for the avoidance of doubt, any principal payments) scheduled to be paid to any Refinancing Facility Provider on the Tranche B Loans then outstanding pursuant to the Refinancing Facility Agreement (after taking account of the benefit of any Treasury Transactions under any Interest Rate Hedging Agreements entered into in respect of the Refinancing Facility which continue in force)

"Borrower Loan" means the principal amount of all advances from time to time outstanding under a Borrower Loan Agreement

"Borrower Loan Agreement" means any loan agreement entered into between the Issuer and the Borrowers, including the Initial Borrower Loan Agreement

"Borrower Reserve Ledger" means the Borrower Liquidity Reserve Account sub-ledger where all amounts not credited to the Standby Reserve Ledger shall be credited

"Borrower Secured Creditor" means the Borrower Security Trustee (in its own capacity and on behalf of the other Borrower Secured Creditors), the Issuer, EIB, the Initial WCF Providers, the Initial Capex Facility Providers, the Refinancing Facility Providers, the Initial Credit Facilities Agent, the Refinancing Facility Agent, each Ancillary Lender, each Hedge Counterparty under each Borrower Hedging Agreement, each Borrower Liquidity Facility Provider, the Borrower Liquidity Facility Agent, each Initial Authorised Credit Provider and each other Authorised Credit Provider, the BAA Pension Trustee, the Borrower Account Bank, any replacement Borrower Cash Manager which is not an affiliate of BAA, each Finance Lessor, the Non-Migrated Bond Trustee (in its own capacity and as trustee for the Non-Migrated Bondholders), the Non-Migrated Bondholders and any Additional Borrower Secured Creditors

"Borrower Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) (i) of each Obligor to any Borrower Secured Creditor (a) under each Finance Document to which such Obligor is a party and (b) in respect of the Non-Migrated Bond Guarantees, except for any obligation which, if it were secured under the Security Agreement, would result in a contravention of section 151 of the Companies Act 1985 and (ii) of each Obligor and BAA to the BAA Pension Trustee in respect of the BAA Pension Liabilities in an amount up to the Maximum Pension Liability Amount

"Borrower Security" means the security constituted by the Security Documents including any guarantee or obligation to provide cash collateral or further assurance thereunder

"Borrower Security Trustee" means Deutsche Trustee Company Limited or any successor appointed pursuant to the STID

"Borrowers" means Heathrow Airport Limited, Gatwick Airport Limited and Stansted Airport Limited for so long as each of them remains a member of the Security Group, together with any entity which accedes to the Common Terms Agreement and the STID as a Borrower but excludes any person who ceases to be a member of the Security Group in accordance with the terms of the Finance Documents and **"Borrower"** shall mean any one of them

"BSC" means BAA Business Support Centre Limited

"BSC Services Agreement" means the services agreement entered into on 18 August 2008 between BAA and BSC

"CAA" means the UK Civil Aviation Authority

"Calculation Agency Agreement" in relation to the Bonds of any Tranche, means an agreement in or substantially in the form of Schedule 1 (*Form of Calculation Agency Agreement*) to the Agency Agreement

"Calculation Agent" means, in relation to any Tranche of Bonds, the person appointed as calculation agent in relation to such Tranche of Bonds by the Issuer pursuant to the provisions of a Calculation Agency Agreement (or any other agreement) and shall include any successor calculation agent appointed in respect of such Tranche of Bonds.

"Calculation Date" means, in respect of each Reporting Date falling in June, the immediately preceding 31 December and, in respect of each Reporting Date falling in December, the immediately preceding 30 June or such other date as may be agreed as a result of a change in the financial year end date or regulatory year end date of any Obligor.

"Capex Facilities" means the facilities, including the Initial Capex Facility pursuant to the Initial Credit Facilities Agreement, made available to the Borrowers to fund the Borrower's capex requirements (or, as the context requires, the agreements pursuant to which they are made available) and **"Capex Facility"** means any one of them

"Cashflow from Operations" means, for the purposes of the Common Terms Agreement, the amount of cash flow from operations including dividends received by any Obligor from any Subsidiary which is not an Obligor, but excluding interest paid, interest received and income taxes paid as provided in the cash flow statements delivered pursuant to the Common Terms Agreement subject to certain adjustments and limitations provided by paragraph 4 (*Earnings from Investments*) of part 2 of schedule 2 to the Common Terms Agreement

"Class" means each class of Bonds, the available Classes of Bonds at 18 August 2008 being Class A Wrapped Bonds, Class A Unwrapped Bonds, Class B Wrapped Bonds and Class B Unwrapped Bonds.

"Class A Bonds" means the Class A Wrapped Bonds and the Class A Unwrapped Bonds, each of which may be further divided into Sub-Classes

"Class A Unwrapped Bonds" means the Class A Bonds that do not have the benefit of a guarantee from a Financial Guarantor

"Class A Wrapped Bonds" means the Class A Bonds that have the benefit of a guarantee from a Financial Guarantor

"Class B Bonds" means the Class B Wrapped Bonds and the Class B Unwrapped Bonds, each of which may be further divided into Sub-Classes

"Class B Unwrapped Bonds" means the Class B Bonds that do not have the benefit of a guarantee from a Financial Guarantor

"Class B Wrapped Bonds" means the Class B Bonds that have the benefit of a guarantee from a Financial Guarantor

"Common Documents" means the Security Documents, the Common Terms Agreement, the Master Definitions Agreement, the Shared Services Agreements, the Senior/Subordinated Intercreditor Agreement, the STID and the Tax Deed of Covenant

"Common Terms Agreement" or **"CTA"** means the common terms agreement dated 18 August 2008 between, among others, the Obligors, the Borrower Cash Manager, the Issuer and the Borrower Security Trustee

"Companies Act" means the company law provisions of the Companies Act 2006, Part 2 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 (c 27) (community interest companies), and the provisions of the Companies Act 1985 (c. 6) and the Companies Consolidation (Consequential Provisions) Act 1985 (c 9) that remain in force

"Compliance Certificate" means a certificate, substantially in the form of schedule 7 (*Form of Compliance Certificate*) to the Common Terms Agreement in which the Obligors periodically provide certain financial information and statements to the Borrower Security Trustee as required by the Common Terms Agreement

"Composite Guarantee Deed" means the inter-company composite guarantee entered into on or about the Initial Issue Date between the Borrowers, HEX Opco and the Borrower Account Bank

"Conditions" means the terms and conditions of the Bonds set out in the Bond Trust Deed, as may from time to time be amended, modified, varied or supplemented in the manner permitted under the Bond Trust Deed.

"Contractor" means any person (being either a single entity, consortium or joint venture) that is a counterparty to an Outsourcing Agreement

"Coupon" means an interest coupon appertaining to a Definitive Bond, such coupon being

- (a) if appertaining to a Fixed Rate Bond, a Floating Rate Bond or an Indexed Bond, in the form or substantially in the form set out in part 5 (*Form of Coupon*) of schedule 3 (*Forms of Global and Definitive Bonds, Receipts, Coupons and Talons*) to the Bond

Trust Deed or in such other form, having regard to the terms of issue of the Bonds of the relevant Sub-Class, as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), or

- (b) if appertaining to a Definitive Bond which is neither a Fixed Rate Bond nor a Floating Rate Bond nor an Indexed Bond, in such form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s),

and includes, where applicable, the Talon(s) appertaining thereto and any replacements for Coupons and Talons issued pursuant to Condition 14 (*Replacement of Bonds, Coupons, Receipts and Talons*)

"Couponholders" means the several persons who are, for the time being, holders of the Coupons

"CP Agreement" means the conditions precedent agreement entered into between, among others, the Issuer, the Bond Trustee, the Borrower Security Trustee and the Obligors on 18 August 2008

"Cross Currency Hedging Agreement" means any Hedging Agreement in respect of a Treasury Transaction which is a currency swap or exchange transaction.

"Cross-Licensing Agreement" means the cross-licensing agreement entered into on 18 August 2008 between, among others, BAA, HAL, GAL, STAL, Hex Opco and IP SPV in the form set out in schedule 7 of the Shared Services Agreement.

"Date Prior" means, in respect of any Obligor, the date which is the last day of the regulatory year of such Obligor before the next price determination for such Obligor takes effect.

"Dealers" means Citigroup Global Markets Limited, The Royal Bank of Scotland plc, Banco Santander, S A , HSBC Bank plc and CALYON, Banco Bilbao Vizcaya Argentaria, S A , BNP Paribas, London Branch, Caja de Ahorros y Monte de Piedad de Madrid and Royal Bank of Canada Europe Limited and any other entity which the Issuer and the Obligors may appoint as a Dealer and notice of whose appointment has been given to the Principal Paying Agent and the Bond Trustee by the Issuer in accordance with the provisions of the Dealership Agreement but excluding any entity whose appointment has been terminated in accordance with the provisions of the Dealership Agreement and notice of such termination has been given to the Principal Paying Agent and the Bond Trustee by the Issuer in accordance with the provisions of the Dealership Agreement and references to a **"relevant Dealer"** or the **"relevant Dealer(s)"** mean, in relation to any Tranche of Bonds, the Dealer or Dealers with whom the Issuer has agreed the issue of the Bonds of such Tranche and **"Dealer"** means any one of them.

"Dealership Agreement" means the agreement dated 18 August 2008 between the Issuer, the Obligors, BAA and the Dealers named therein (or deemed named therein) concerning the purchase of Bonds to be issued pursuant to the Programme together with any agreement for

the time being in force amending, replacing, novating or modifying such agreement and any accession letters and/or agreements supplemental thereto

"Definitive Bond" means a Bearer Bond in definitive form issued by the Issuer in accordance with the provisions of the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s), the Agency Agreement and the Bond Trust Deed in exchange for either a Temporary Global Bond or part thereof or a Permanent Global Bond (all as indicated in the applicable Final Terms), such Bearer Bond in definitive form being in the form or substantially in the form set out in part 3 (*Form of Definitive Bonds*) of schedule 3 (*Forms of Global and Definitive Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed and having the Conditions endorsed thereon and having the relevant information supplementing, replacing or modifying the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and (except in the case of a Zero Coupon Bond in bearer form) having Coupons and, where appropriate, Receipts and/or Talons attached thereto on issue

"Designated Airports" means the airports at Heathrow, Gatwick and Stansted

"EIB" means The European Investment Bank in its capacity as lender pursuant to the EIB Facilities

"EIB Facilities" means certain existing term facilities made available to HAL and any further facilities made available to one or more of the Borrowers by EIB.

"EIB Facility Agreements" means certain EIB facility agreements under which the EIB Facilities are made available to one or more of the Borrowers

"EIB Lender" means The European Investment Bank as lender of the EIB Facility

"EIB Liquidity Shortfall" means, in relation to any Payment Date under a Supported EIB Facility, an amount equal to the shortfall between amounts available to the Borrowers to meet payments of interest, fees and commissions on the Supported EIB Facilities and the amount of interest, fees and commissions payable by the Borrowers on such Payment Date on the principal amount advanced by EIB under the EIB Facility Agreements

"EIB Payment Date" means each date on which a payment of interest or other finance charges (excluding, for the avoidance of doubt, any principal payments) is scheduled to be made by a Borrower under any Supported EIB Facility.

"EIB Required Amount" means the maximum potential EIB Liquidity Shortfall under the Supported EIB Facilities for the succeeding 12 month period as most recently notified to the parties to the Borrower Liquidity Facility Agreement by the Borrower Cash Manager pursuant to Clause 22.3 (*Borrower Cash Manager Notifications*) of the Borrower Liquidity Facility Agreement

"Enforcement Action" means any step (other than (i) the exercise of any rights of inspection of any asset or other immaterial actions taken under any Finance Lease or (ii) a Permitted Hedge Termination) that a Borrower Secured Creditor is entitled to take to enforce its rights against an Obligor under a Finance Document following the occurrence of a Loan Event of

Default including the declaration of a Loan Event of Default, the institution of proceedings, the making of a demand for payment under a guarantee, the making of a demand for cash collateral under a guarantee or the acceleration of Borrower Secured Liabilities by a Borrower Secured Creditor or Borrower Secured Creditors pursuant to the terms of the applicable Finance Documents

"Enforcement Instruction Notice" means a notice from the Borrower Security Trustee, in accordance with clause 21.2 (Enforcement Instruction Notices) of the STID, requesting an instruction from the Qualifying Borrower Secured Creditors (through their Secured Creditor Representatives) as to whether the Borrower Security Trustee should (a) deliver a Loan Enforcement Notice to enforce all or any part of the Borrower Security (other than the OFCA Floating Security and the security granted under the Security Agreement in favour of the Subordinated Security Trustee (the **"Subordinated Security"**)) or to take any other kind of Enforcement Action and/or (b) deliver a Loan Acceleration Notice to accelerate any or all of the obligations (other than, in respect of each tranche of Non-Migrated Bonds prior to the relevant Non-Migrated Bond Accession Date (if any), the Non-Migrated Bond Guarantee insofar as it relates to such tranche of Non-Migrated Bonds) secured under the Borrower Security (other than the OFCA Floating Security and the Subordinated Security).

"Equipment" means, in relation to a Finance Lease, any items of equipment, plant and/or machinery, system, asset, software licence, Intellectual Property Right, software and any other item leased under that Finance Lease

"Excess Amount" has the meaning given to it in Clause 4.5 (*Excess Amounts*) of the Borrower Liquidity Reserve Account Trust Deed

"Exchange Agent" means Deutsche Bank AG, London Branch (or any successor thereto) in its capacity as exchange agent under the Agency Agreement in respect of the Bonds

"Existing Security Agreements" means

- (a) the debenture dated 30 January 2008 between BAA (AH) Limited, BAA (SH) Limited, BAA (SP) Limited and BAA (DSH) Limited as Chargors and The Royal Bank of Scotland plc as security trustee,
- (b) the debenture dated 19 January 2007 made between Heathrow Airport Limited, Gatwick Airport Limited and Stansted Airport Limited as Chargors and The Royal Bank of Scotland plc as security trustee,
- (c) the mortgage dated 19 January 2007 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (d) the mortgage dated 19 January 2007 between Gatwick Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (e) the mortgage dated 19 January 2007 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;

- (f) the mortgage dated 30 August 2007 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (g) the mortgage dated 30 August 2007 between Gatwick Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (h) the mortgage dated 30 August 2007 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (i) the mortgage dated 17 September 2007 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (j) the mortgage dated 17 September 2007 between Gatwick Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (k) the mortgage dated 17 September 2007 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (l) the mortgage dated 19 September 2007 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (m) the mortgage dated 12 October 2007 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (n) the mortgage dated 3 April 2008 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (o) the mortgage dated 7 April 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (p) the mortgage dated 9 April 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (q) the mortgage dated 10 April 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (r) the mortgage dated 15 April 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (s) the mortgage dated 30 April 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (t) three mortgages each dated 6 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (u) the mortgage dated 7 May 2008 between Gatwick Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (v) the mortgage dated 8 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,

- (w) three mortgages each dated 12 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (x) the two mortgages dated 16 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (y) the mortgage dated 19 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (z) the mortgage dated 21 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (aa) the mortgage dated 30 May 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (bb) the mortgage dated 11 June 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (cc) the mortgage dated 20 June 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (dd) the mortgage dated 7 July 2008 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (ee) the mortgage dated 10 July 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (ff) the mortgage dated 18 July 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (gg) two mortgages each dated 1 August 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (hh) the mortgage dated 4 August 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (ii) the two mortgages dated 5 August 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee;
- (jj) the mortgage dated 8 August 2008 between Heathrow Airport Limited and The Royal Bank of Scotland plc as security trustee,
- (kk) the mortgage dated 8 August 2008 between Gatwick Airport Limited and The Royal Bank of Scotland plc as security trustee, and
- (ll) the mortgage dated 8 August 2008 between Stansted Airport Limited and The Royal Bank of Scotland plc as security trustee,

and any other mortgage entered into between an Operating Company and The Royal Bank of Scotland plc prior to 18 August 2008

"Extraordinary Voting Matters" are matters which

- (a) would release any of the Borrower Security (unless equivalent replacement security is taken at the same time) unless such release is permitted in accordance with the terms of the Common Documents,
- (b) would change (i) certain material definitions which relate to the key structural principles on which the voting mechanics of the Extraordinary Voting Matters have been founded, or (ii) any of the matters constituting Extraordinary Voting Matters
- (c) (subject to paragraph (e) below) would change any Loan Events of Default or any Trigger Events each in relation to non-payment, the making of Restricted Payments, financial ratios or credit rating downgrade,
- (d) would relate to the waiver of the Loan Event of Default in respect of any Obligor or Loan Events of Default or Trigger Events each in relation to non-payment, credit rating downgrade or financial ratios or the making of Restricted Payments;
- (e) would materially adversely change or affect the application of the Fair and Reasonable Principle to the allocation of shared costs payable by the Obligors under the Shared Services Agreements save as permitted or required under the Shared Services Agreements in respect of any Regulatory Change;
- (f) would change in any adverse respect the restriction on any disposal of HAL or Heathrow or relate to a consent in respect of any such disposal,
- (g) would change in any adverse respect the mandatory prepayment provisions set out in Paragraph 6 (*Disposals*) of Part 3 (*General Covenants*) of Schedule 2 (*Covenants*) to the Common Terms Agreement following a disposal of all or part of a Designated Airport, including, without limitation, the amount to be prepaid or the time by which such amount is to be applied in prepayment,
- (h) would change any of the termination events or materially affect any of the provisions relating to the obligations of any party to the Shared Services Agreement following the occurrence of a termination event;
- (i) would materially change or have the effect of materially changing clause 2.7 of the Shared Services Agreement or the equivalent provision of the BSC Services Agreement or BAA's or BSC's obligations thereunder,
- (j) would materially change or have the effect of materially changing the definition of Permitted Business,
- (k) would change or have the effect of changing the provisions relating to or relate to the waiver of the additional indebtedness tests set out in Schedule 2, part 3, paragraph 7 to the Common Terms Agreement,
- (l) would have the effect of approving or consenting to any termination of the appointment of BAA as Shared Services Provider under the Shared Services Agreement in

accordance with the provisions of paragraph (b)(iii) of clause 19.3 of the Shared Services Agreement;

- (m) would result in the earnings from any Joint Ventures which are not Obligor contributing towards more than 10 per cent of Cashflow from Operations,
- (n) would result in the sum of the aggregate undrawn available commitments under Liquidity Facilities of the Issuer and the balance of the Issuer Liquidity Reserve Account (if any) being less than the aggregate amount of the Issuer's estimated recurring fees and expenses, interest and equivalent finance charges for the 12 months following the most recently occurring Calculation Date on Issuer Senior Debt and for the 6 months following the most recently occurring Calculation Date on Issuer Junior Debt,
- (o) would result in the sum of the aggregate undrawn available commitments under Liquidity Facilities of the Borrowers and the balance of the Borrower Liquidity Reserve Account (if any) being less than the sum of (i) the aggregate forecast net payments payable by the Borrowers under outstanding Treasury Transactions under the Borrower Hedging Agreements, (ii) the amount of the Borrowers' estimated recurring fees and expenses, interest and equivalent finance charges under the Refinancing Facility (after taking account of the impact of all Interest Rate Hedging Agreements entered into in respect of the Refinancing Facility which continue in force) for the 12 months following the most recently occurring Calculation Date on Tranche A Loans outstanding under the Refinancing Facility Agreement and for 6 months following the most recently occurring Calculation Date on Tranche B Loans outstanding under the Refinancing Facility Agreement and (iii) the maximum potential EIB Liquidity Shortfall under the Supported EIB Facilities, in each case for the succeeding 12 month period, on the basis of, in respect of such Treasury Transactions, the assumptions set out in paragraph 3(c) of Part 1 (*Trigger Events*) of Schedule 3 (*Trigger Events*) to the Common Terms Agreement,
- (p) would bring forward the scheduled maturity date of any Financial Indebtedness following the occurrence of a Trigger Event which is continuing, or
- (q) would result in members of the Security Group being able to claim capital allowances in the five year period following the Initial Issue Date, where the members of the Security Group are aware that the effect of so claiming would be to generate or increase the amount of losses or other amounts which would be available for surrender by way of group relief to companies outside the Security Group and which, in aggregate, exceed 2 per cent of Total RAB

"Facility Agent" means any facility agent under any Authorised Credit Facility

"Fair and Reasonable Principle" means the fair and reasonable allocation as between the Obligor, the Non-Designated Group and any other members of the BAA Group having regard to the statements of any Regulator in relation thereto provided to BAA from time to time

"Final Terms" means the final terms issued in relation to each Tranche or Sub-Class of Bonds as a supplement to the Conditions and giving details of the Tranche or Sub-Class

"Finance Documents" means

- (a) the Security Documents,
- (b) any Finance Lease Documents,
- (c) the Common Terms Agreement,
- (d) the Borrower Loan Agreements,
- (e) the Master Definitions Agreement,
- (f) the Borrower Account Bank Agreement,
- (g) the Initial Credit Facilities Agreement and any Capex Certificate or ICF Accession Memorandum described as such therein and delivered thereunder,
- (h) the Refinancing Facility Agreement,
- (i) the Ancillary Documents,
- (j) the EIB Facility Agreements,
- (k) each Borrower Liquidity Facility Agreement,
- (l) the Borrower Liquidity Reserve Account Trust Deed,
- (m) the Senior/Subordinated Intercreditor Agreement,
- (n) (A) any fee letter, commitment letter or request entered into in connection with (i) the facilities referred to in paragraphs (g) to (l) above or the transactions contemplated in such facilities and (B) any other document that has been entered into in connection with such facilities or the transactions contemplated thereby that has been designated as a Finance Document by the parties thereto (including at least one Obligor),
- (o) each Hedging Agreement entered into by the Borrowers,
- (p) for the purposes of the Senior/Subordinated Intercreditor Agreement only, the Non-Migrated Bond Guarantee,
- (q) for the purposes of the Senior/Subordinated Intercreditor Agreement only, the Non-Migrated Bonds,
- (r) any other Authorised Credit Facilities;
- (s) each CP Agreement;
- (t) the Tax Deed of Covenant;

- (u) each agreement or other instrument between a Borrower or the Issuer (as applicable) and an Additional Borrower Secured Creditor designated as a Finance Document by a Borrower or the Issuer (as applicable), the Borrower Security Trustee and such Additional Borrower Secured Creditor in the Accession Memorandum for such Additional Borrower Secured Creditor,
- (v) the Master Execution Deed, and
- (w) any amendment and/or restatement agreement relating to any of the above documents

"Finance Lease" means any finance lease entered into by a Borrower or HEX Opco (a) in respect of Equipment which on its own has a capitalised amount in excess of 0.5 per cent of Total RAB or when added to the capitalised amount of then existing finance leases would exceed an aggregated capitalised amount of 0.5 per cent of Total RAB; and (b) the counterparty to which has acceded to the terms of the STID and the Common Terms Agreement, together the **"Finance Leases"**

"Finance Lease Documents" means each Finance Lease together with any related or ancillary documentation

"Finance Lessors" means any person entering into a Finance Lease with a Borrower or HEX Opco, as permitted by the Common Terms Agreement and the STID, who accedes to the STID and the Common Terms Agreement as a Finance Lessor (each a **"Finance Lessor"**).

"Financial Guarantees" means any financial guarantee issued by a Relevant Financial Guarantor in respect of any Wrapped Debt and **"Financial Guarantee"** shall be construed accordingly

"Financial Guarantor" means any person who provides a financial guarantee, including the Financial Guarantees, in respect of any of the Wrapped Debt, and **"Financial Guarantors"** means all of them if there is more than one at any time

"Financial Indebtedness" means (without double-counting) any indebtedness for or in respect of

- (a) moneys borrowed or raised (whether or not for cash),
- (b) any documentary or standby letter of credit facility,
- (c) any acceptance credit,
- (d) any bond, note, debenture, loan stock or other similar instrument,
- (e) any finance or capital lease or hire purchase contract which would, in accordance with Applicable Accounting Principles, be treated as such,
- (f) any amount raised pursuant to any issue of shares which are capable of redemption,
- (g) receivables sold or discounted (other than on a non-recourse basis to any member of the Security Group),

- (h) the amount of any liability in respect of any advance or deferred purchase agreement if either one of the primary reasons for entering into such agreement is to raise finance or the relevant payment is advanced or deferred for a period in excess of 90 days,
- (i) any termination amount due from any member of the Security Group in respect of any Treasury Transaction that has terminated,
- (j) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing (other than any trade credit or indemnity granted in the ordinary course of a Borrower's trading and upon terms usual for such trade),
- (k) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution, and
- (l) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any item referred to in Paragraphs (a) to (k) above (other than any guarantee or indemnity given in respect of obligations owed by one member of the Security Group to another)

"Financial Statements" means, at any time, the financial statements of an Obligor and, in the case of the Security Parent, additionally consolidated financial statements of itself and its subsidiaries, most recently delivered to the Borrower Security Trustee

"Financial Year" means the twelve months ending on 31 December in each year or such other period as may be approved by the Borrower Security Trustee

"Fitch" means Fitch Ratings Limited and any successor to the rating agency business of Fitch Ratings Limited

"Fixed Rate Bond" means a Bond on which interest is calculated at a fixed rate payable in arrears on a fixed date or fixed dates in each year and on redemption or on such other dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms)

"Floating Rate Bond" means a Bond on which interest is calculated at a floating rate payable in arrears in respect of such period or on such date(s) as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms)

"FSMA" means the Financial Services and Markets Act 2000, as amended

"Further Enforcement Instruction Notice" means a notice from the Borrower Security Trustee, in accordance with clause 21.2.2 (Enforcement Instruction Notices) of the STID, requesting an instruction from the Qualifying Borrower Secured Creditors (through their Secured Creditor Representatives) as to whether the Borrower Security Trustee should deliver a Loan Acceleration Notice to accelerate all of the obligations (other than, in respect of each tranche of Non-Migrated Bonds prior to the relevant Non-Migrated Bond Accession Date (if any), the Non-Migrated Bond Guarantee insofar as it relates to such tranche of Non-Migrated Bonds) secured under the Borrower Security (other than the OFCA Floating Security and the Subordinated Security)

"G&R Deed" means each guarantee and reimbursement deed (or agreement of similar name and effect) entered into from time to time between, among others, the Issuer and each Relevant Financial Guarantor

"GAL" means Gatwick Airport Limited.

"HAL" means Heathrow Airport Limited

"Hedge Counterparties" means (i) the Initial Issuer Hedge Counterparties, (ii) the Initial Borrower Hedge Counterparties, and (iii) any counterparty which accedes as hedge counterparty to the STID and the Common Terms Agreement and, in the case of any Treasury Transaction with the Issuer, the Issuer Deed of Charge and **"Hedge Counterparty"** means any of such parties

"Hedge Payment Date" means each date on which a payment is scheduled to be made by a Borrower under any Borrower Hedging Agreement

"Hedging Agreement" means any Treasury Transaction entered or to be entered into by the Issuer or a Borrower with a Hedge Counterparty under the Hedging Policy to hedge interest rate exposure and currency risk in relation to the Relevant Debt, the Bonds or the Non-Migrated Bonds.

"Hedging Policy" means the initial hedging policy applicable to the Obligors and the Issuer set out in schedule 5 (*Hedging Policy and Overriding Provisions Relating to Hedging Agreements*) to the Common Terms Agreement as such hedging policy may be amended from time to time by agreement between the Borrower Security Trustee, the Issuer, the Borrowers and the Hedge Counterparties in accordance with the STID

"HEX Opco" means Heathrow Express Operating Company Limited

"Holding Company" means a holding company within the meaning of section 736 of the Companies Act

"Indexed Bond" means a Bond in respect of which the amount payable in respect of principal and interest is calculated by reference to an index and/or formula as the Issuer and the relevant Dealer(s) may agree (as indicated in the relevant Final Terms)

"Initial Authorised Credit Provider" means any of the Issuer, the EIB Lender, any Initial Capex Facility Provider, any Initial WCF Provider, any Refinancing Facility Provider and any Initial Borrower Hedge Counterparty

"Initial Borrower Hedge Counterparties" means Banco Bilbao Vizcaya Argentaria S A , Banco Santander S A , BNP Paribas, Caja de Ahorros y Monte de Piedad de Madrid, CALYON, Citibank, N A., London Branch, HSBC Bank plc, Morgan Stanley & Co International plc and The Royal Bank of Scotland plc with whom the Borrowers have entered into the Initial Borrower Hedging Agreements on 18 August 2008

"Initial Borrower Hedging Agreements" means each Hedging Agreement entered into by a Borrower and an Initial Borrower Hedge Counterparty on 18 August 2008

"Initial Borrower Liquidity Facility Agent" means Lloyds TSB Bank plc

"Initial Borrower Liquidity Facility Provider" means Lloyds TSB Bank plc

"Initial Borrower Loan Agreement" means the initial Borrower Loan Agreement entered into between, amongst others, the Issuer and the Borrowers on 18 August 2008

"Initial Capex Facility" means the capex facilities of an aggregate facility amount of £2,700,000,000 made available to the Borrowers, by the Initial Capex Facility Providers on 18 August 2008 pursuant to the Initial Credit Facilities Agreement.

"Initial Capex Facility Providers" means the syndicate of lenders which from time to time provide the Initial Capex Facility

"Initial Credit Facilities Agent" means The Royal Bank of Scotland plc or any successor thereto as agent under the Initial Credit Facilities Agreement

"Initial Credit Facilities Agreement" means the facility agreement to be dated 18 August 2008 under which the Initial Capex Facility and the Initial WCF are made available to the Borrowers and the borrowers described as the WCF Borrowers therein

"Initial Issue Date" means the date upon which the first Series of Bonds is issued by the Issuer or, if no Bonds are issued by the Issuer, the date upon which amounts are drawn by the Borrowers under the Refinancing Facility Agreement.

"Initial Issuer Hedging Agreements" means each Hedging Agreement entered into by the Issuer and the Initial Issuer Hedge Counterparties on 18 August 2008

"Initial Issuer Hedge Counterparties" means Banco Bilbao Vizcaya Argentaria S.A , Banco Santander S A , Barclays Bank PLC, BNP Paribas, Caja de Ahorros y Monte de Piedad de Madrid, CALYON, Citibank, N A , London Branch, HSBC Bank plc, Morgan Stanley & Co International plc and The Royal Bank of Scotland plc with whom the Issuer entered into the Initial Issuer Hedging Agreements on 18 August 2008

"Initial WCF" means the working capital facilities of an aggregate facility amount of £50,000,000 made available to the Borrowers, the Security Parent and Asset Holdco by the Initial WCF Providers on 18 August 2008

"Initial WCF Providers" means the syndicate of banks which together provide the Initial WCF

"Intellectual Property Right" means any right in

- (a) copyright (including rights in software and preparatory design materials), get-up, trade names, internet domain names, patents, inventions, rights in confidential information, database rights, moral rights, semiconductor topography rights, trade secrets, know-how, trade marks, service marks, logos and registered designs and design rights (each whether registered or unregistered),

- (b) applications for registration and the right to apply for registration, for any of the above, and
- (c) all other intellectual property rights in each case whether registered or unregistered and including applications for registration and all rights or equivalent or similar forms of protection having equivalent or similar effect anywhere in the world.

"Interest Rate Hedging Agreement" means any Hedging Agreement with a Hedge Counterparty in respect of a Treasury Transaction in respect of any interest rate hedging including, without limitation, through an inflation or inflation-linked transaction

"Initial Borrower Loan Agreement" means the initial Borrower Loan Agreement to be entered into between, amongst others, the Issuer and the Borrowers on or about the Initial Issue Date.

"Initial Issuer Liquidity Facility Provider" means Lloyds TSB Bank plc

"Intercreditor Instruction Notice" has the meaning given to it in clause 20 1 (*Intercreditor Instruction Notice*) of the STID

"Interest Commencement Date" means, in the case of interest-bearing Bonds, the date specified in the applicable Final Terms from (and including) which such Bonds bear interest, which may or may not be the Issue Date

"Interest Rate Hedging Agreement" means any Hedging Agreement with a Hedge Counterparty in respect of a Treasury Transaction in respect of any interest rate hedging including, without limitation, through an inflation or inflation-linked transaction.

"IP SPV" means the newly formed single purpose company that will be a party to the Cross-Licensing Agreement

"Issue Date" means the date of issue of any Tranche of Bonds or the date upon which all conditions precedent to a utilisation under any other Authorised Credit Facility have been fulfilled or waived and the Issuer makes a utilisation of that facility

"Issue Price" means the price as stated in the relevant Final Terms, generally expressed as a percentage of the nominal amount of the Bonds, at which the Bonds will be issued

"Issuer" means BAA Funding Limited, a company incorporated in Jersey with limited liability under registered number 99529

"Issuer Account Bank" means The Royal Bank of Scotland plc or any successor account bank appointed pursuant to the Issuer Account Bank Agreement

"Issuer Account Bank Agreement" means the account bank agreement dated 18 August 2008 between the Issuer, the Issuer Account Bank and the Bond Trustee

"Issuer Cash Management Agreement" means the cash management agreement dated 18 August 2008 between, among others, the Issuer, BAA and the Bond Trustee.

"Issuer Cash Manager" means BAA and any successor thereto

"Issuer Corporate Administration Agreements" means (i) the corporate administration agreement dated 18 August 2008 between the Issuer and Maurant & Co Limited and (ii) the corporate administration agreement dated 27 June 2008 between the Issuer and Maurant & Co. Capital (SPV) Limited with regard to the provision of an independent, UK-resident director to the Issuer

"Issuer Corporate Administration Providers" means Maurant & Co Limited and Maurant & Co Capital (SPV) Limited and any successors thereto.

"Issuer Deed of Charge" means the deed of charge entered into between the Issuer and the Bond Trustee on 18 August 2008

"Issuer Hedge Counterparty" means a Hedge Counterparty who is party to an Issuer Hedging Agreement

"Issuer Hedging Agreement" means each Hedging Agreement entered into by the Issuer and a Hedge Counterparty

"Issuer Liquidity Facility" means a facility made available to the Issuer under an Issuer Liquidity Facility Agreement, and **"Issuer Liquidity Facilities"** means all of them

"Issuer Liquidity Facility Agreement" means each liquidity facility agreement which has the characteristics set out in schedule 10 (*Liquidity Facilities*) to the Common Terms Agreement, as established in connection with each Sub-Class of Bonds issued by the Issuer

"Issuer Liquidity Facility Providers" means the Initial Issuer Liquidity Facility Provider, and any bank or financial institution which has become a Party to the Issuer Liquidity Facility Agreement in accordance with clause 27 (*Changes to Parties*) of such Issuer Liquidity Facility Agreement and which in each case has not ceased to be a Party in accordance with the terms of such agreement

"Issuer Liquidity Reserve Account" means an account opened in the name of BAA Funding Limited and maintained by the Issuer Account Bank pursuant to the terms of the Issuer Account Bank Agreement and credited with a cash reserve for the purpose of satisfying the minimum debt service funding requirements set out in paragraph 3(b) of Part 3 (*Trigger Event Remedies*) of Schedule 3 (*Trigger Event*) of the Common Terms Agreement or such other account as may be opened, with the consent of the Bond Trustee, at any branch of the Issuer Account Bank in replacement of such account.

"Issuer Secured Creditor" means

- (a) the Bond Trustee (for itself and on behalf of the Bondholders) under the Issuer Deed of Charge and the Obligor Floating Charge Agreement,
- (b) the Bondholders,
- (c) each Relevant Financial Guarantor of Wrapped Bonds under the G&R Deed,

- (d) the Bond Guarantor under the BAA Bond Guarantee;
- (e) each Issuer Hedge Counterparty under its Issuer Hedging Agreement,
- (f) each Issuer Liquidity Facility Provider and the Issuer Liquidity Facility Agent under the Issuer Liquidity Facility Agreement,
- (g) the Issuer Account Bank under the Issuer Account Bank Agreement,
- (h) the Principal Paying Agent, Paying Agents, Transfer Agent, Exchange Agent, Registrar and Agent Bank under the Agency Agreement and any Calculation Agent under a Calculation Agency Agreement;
- (i) the Issuer Cash Manager under the Issuer Cash Management Agreement; and
- (j) the Issuer Corporate Administration Providers under the Issuer Corporate Administration Agreements

"Joint Venture" means any arrangement or agreement for any joint venture, co-operation or partnership pursuant to, required for or conducive to the operation of the Permitted Business by the Obligors or which falls within the Permitted Non-Regulated Business Limits but shall exclude any arrangements or framework agreements entered into with a Contractor which are in accordance with and subject to the Outsourcing Policy

"Junior Debt" means any financial accommodation that is, for the purposes of the STID, to be treated as Junior Debt and includes all debt outstanding under each Borrower Loan, the terms of which correspond (excluding any applicable hedging under an Interest Rate Hedging Agreement) to any Tranche of Class B Bonds, all Cross Currency Hedging Agreements in relation to Junior Debt and any principal amount outstanding under any Authorised Credit Facility ranking *pari passu* with any of the above

"Junior ICR" means for any Relevant Period, the ratio of (a) Cashflow from Operations of the Obligors (after adding back any cash outflows of a one-off, non-recurring, extraordinary or exceptional nature in respect of the Obligors), less corporation tax paid to HM Revenue & Customs, less two per cent multiplied by the Total RAB to (b) interest and equivalent recurring finance charges paid or, in the case of forward looking ratios, forecasted to be paid on Senior Debt and Junior Debt and any Permitted Financial Indebtedness that is not, pursuant to the STID, subordinated to such Senior Debt and Junior Debt (less all interest received or, in the case of forward looking ratios, interest forecasted to be received by any member of the Security Group from any third party other than pursuant to a Permitted Inter-Company Loan or Permitted Non-Migrated Bond Distribution)

"LC Release Conditions" means the conditions set out in clause 2.2 (*LC Release Conditions*) of the Borrower Liquidity Facility Agreement

"Legal Charge" means a mortgage or legal charge in respect of all or any part of the Mortgaged Property between any of the Obligors and the Borrower Security Trustee and (for as long as any amounts are outstanding under the Subordinated Facility Agreement) the

Subordinated Security Trustee substantially in the form of schedule 8 (*Form of Legal Charge*) to the Security Agreement

"Letter of Credit" means a letter of credit substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) to the Borrower Liquidity Facility Agreement

"Liquidity Facility" means an Issuer Liquidity Facility or a Borrower Liquidity Facility, as the context requires, and **"Liquidity Facilities"** means all of them

"Liquidity Facility Agreement" means an Issuer Liquidity Facility Agreement or a Borrower Liquidity Facility Agreement, as the context requires, and **"Liquidity Facility Agreements"** means all of them

"Liquidity Standby Account" means a reserve account to be opened following the satisfaction of the LC Release Conditions, if required, in the joint names of the Borrowers and held at the Facility Agent, or if the Facility Agent does not have the Minimum Short Term Rating, the Borrower Account Bank

"Liquidity Standby Account Drawing" means a withdrawal of sums standing to the credit of the Liquidity Standby Account funded by way of a Standby Drawing, the amount of such withdrawal to be equal to the amount of that Drawing multiplied by the proportion that the Available Standby Amount bears to the aggregate of the Available Standby Amount and the Liquidity Facility Amount

"Loan Acceleration Notice" means a notice delivered by the Borrower Security Trustee pursuant to the STID by which the Borrower Security Trustee declares that all Borrower Secured Liabilities shall be accelerated

"Loan Enforcement Notice" means a notice delivered by the Borrower Security Trustee in accordance with clause 21.5 (*Loan Enforcement Notice*) of the STID

"Loan Event of Default" means an event specified as such in Schedule 4 (*Loan Events of Default*) to the Common Terms Agreement

"London Stock Exchange" means The London Stock Exchange plc

"Master Definitions Agreement" means the master definitions agreement dated 18 August 2008 between, among others, the parties to the Common Terms Agreement.

"Master Execution Deed" means the master execution deed signed on 18 August 2008 between, *inter alios*, the Issuer and the Bond Trustee.

"Maximum Pension Liability Amount" means the aggregate amount payable to the BAA Pension Trustee from the proceeds of realisation or enforcement of all or part of the Borrower Security which shall not exceed £300,000,000 and as may be reduced from time to time in accordance with the provisions of schedule 5 (*Pension Costs*) of the Shared Services Agreement.

"Minimum Short-term Rating" means, in respect of any person, such person's short-term unsecured debt obligations being rated, in the case of S&P, "A-2", in the case of Moody's, "P-1" and in the case of Fitch, "F1" or at least any two of the above (including S&P)

"Moody's" means Moody's Investors Service

"Mortgaged Property" means (subject to Clause 7 (*Exceptions to the Security*) of the Security Agreement) any freehold or leasehold property which is included in the property, assets, rights and undertaking of each Obligor that are the subject of the security interests created in or pursuant to the Security Documents and includes, for the avoidance of doubt, each Obligor's rights to or interests in any chose in action and the Group Shares and each Obligor's rights under the Transaction Documents

"Non-Designated Group" means, as at 18 August 2008, the group comprising Aberdeen Airport Limited, Edinburgh Airport Limited, Glasgow Airport Limited, Southampton International Airport Limited, BAA Lynton Limited and BAA (NDH 1) Limited

"Non-Migrated Bond Accession Date" means, in respect of each tranche of Non-Migrated Bonds, the date on which the Non-Migrated Bond Trustee accedes to the STID and the Senior/Subordinated Intercreditor Agreement, as the Secured Creditor Representative and creditors representative (as such term is defined in the Senior/Subordinated Intercreditor Agreement), as the case may be, of the Non-Migrated Bondholders of such tranche

"Non-Migrated Bond Guarantee" means the guarantee of each Borrower of the obligations of BAA under the Non-Migrated Bonds and the Non-Migrated Bond Trust Deeds

"Non-Migrated Bond Trustee" means Prudential Trustee Company Limited or any successor appointed pursuant to the relevant trust deed.

"Non-Migrated Bond Trust Deeds" means the trust deeds entered into by the Non-Migrated Bond Trustee and BAA as issuer in respect of and constituting each tranche of Non-Migrated Bonds

"Non-Migrated Bond Voting Matter" is a matter which

- (a) relates to removal of the Borrower Security Trustee or appointment of a successor Borrower Security Trustee in accordance with clause 29 2 (*Removal*) of the STID,
- (b) is the subject of an Enforcement Instruction Notice or a Further Enforcement Instruction Notice, or
- (c) is the subject of an Intercreditor Instruction Notice in respect of any enforcement of the Borrower Security,

and **"Non-Migrated Bond Voting Matters"** means all of them

"Non-Migrated Bondholders" means the holders from time to time of any Non-Migrated Bonds

"Non-Migrated Bonds" means any of the following bonds which remain in issue and a primary obligation of BAA after 18 August 2008:

- (a) £400,000,000 5 75 per cent notes due 2013,
- (b) €750,000,000 4 5 per cent. notes due 2014;
- (c) €1,000,000,000 3 875 per cent notes due 2012,
- (d) €750,000,000 4 50 per cent. notes due 2018, and
- (e) £750,000,000 5 125 per cent notes due 2023

"Obligor" means any of HAL, GAL, STAL, HEX Opco, Security Parent and Asset Holdco and any other person who accedes to, *inter alia*, the Common Terms Agreement and the STID as an Obligor in accordance with the terms of the Transaction Documents and **"Obligors"** means all of them

"Obligor Floating Charge Agreement" means the floating charge agreement dated 18 August 2008 and entered into between the Issuer, the Borrower Security Trustee, the Bond Trustee and the Obligors

"OFCA Floating Security" means the floating charges granted by the Obligors in favour of the Issuer pursuant to the Obligor Floating Charge Agreement and assigned by way of security to the Bond Trustee pursuant to the Issuer Deed of Charge.

"Official List" means the official list of the UK Listing Authority

"Operating Companies" means HAL, GAL, STAL and HEX Opco

"Outsourcing Agreement" has the meaning ascribed to such term in the Outsourcing Policy

"Outsourcing Policy" means each of the obligations in schedule 6 (*Outsourcing Policy*) to the Common Terms Agreement (as amended or replaced from time to time)

"Party" means, in relation to a Finance Document, a party to such Finance Document

"Paying Agents" means, in relation to all or any Sub-Classes of the Bonds, the several institutions (including, where the context permits, the Principal Paying Agent and/or the Registrar) at their respective specified offices initially appointed as paying agents in relation to such Bonds by the Issuer and the Obligors pursuant to the Agency Agreement and/or, if applicable, any Successor paying agents at their respective specified offices in relation to all or any Sub-Classes of the Bonds

"Payment Date" means each date on which a payment is made or is scheduled to be made by an Obligor in respect of any obligations or liability under any Authorised Credit Facility

"Pensions Agreement" means the pensions agreement between BAA, the BAA Pension Trustee, the Operating Companies and certain companies within the Non-Designated Group dated on 18 August 2008

"Permanent Global Bond" means in relation to any Sub-Class of Bearer Bonds a permanent global bond in the form or substantially in the form set out in part 2 (*Form of Permanent Global Bonds*) of schedule 3 (*Forms of Global and Definitive Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), together with the copy of each applicable Final Terms annexed thereto, comprising some or all of the Bearer Bonds of the same Sub-Class, issued by the Issuer pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed in exchange for the whole or part of any Temporary Global Bond issued in respect of such Bearer Bonds

"Permitted Business" means the business of owning, operating and developing the Designated Airports undertaken by the Security Group as at 18 August 2008 (including, without limitation, provision of facilities for and connected with aeronautical activities including retail, car parks, advertising and surface transport and the development thereof) and thereafter any new business undertaken by the Security Group the revenues from which are reasonably expected by the applicable Borrower or Borrowers to be brought into account by the applicable Regulator as at the following Review Date for the purpose of imposing price caps pursuant to section 40(4) of the Airports Act or would be if the relevant Designated Airport remained designated

"Permitted Financial Indebtedness" means

(a) in the case of the Borrowers

- (i) Financial Indebtedness incurred under the Borrower Loan Agreements, and
- (ii) Financial Indebtedness incurred under the Authorised Credit Facilities the providers of which have acceded to the Common Terms Agreement and the STID,

which, in either case, will not result in a breach of the additional indebtedness tests in Schedule 2, Part 3 (*General Covenants*), Paragraph 7 (*Financial Indebtedness*) of the Common Terms Agreement,

- (iii) any Financial Indebtedness arising under Treasury Transactions to which a Borrower is party and Borrower Hedging Agreements, in each case entered into in accordance with the Hedging Policy,
- (iv) the amount of any liability under an advance or deferred purchase agreement if either (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the relevant payment is advanced or deferred for a period in excess of 90 days,
- (v) any overdraft owing to any bank, up to a maximum aggregate amount at any time of an amount up to 0.5 per cent of Total RAB net of all current account balances held with such bank (it being understood that the provider(s) of any such overdraft will not be required to accede to the STID),

- (vi) any Financial Indebtedness under any finance leases, up to a maximum aggregate capitalised amount of 0.5 per cent of Total RAB (such finance lessor in respect of such finance leases shall not be required to accede to the STID),
- (vii) any Financial Indebtedness pursuant to such other arrangements as have been approved by the Qualifying Borrower Secured Creditors by way of an Extraordinary Voting Matter,
- (viii) Financial Indebtedness incurred under or in respect of the Non-Migrated Bonds (including any intercompany receivable from HAL, GAL and/or STAL in respect thereof),
- (ix) any Financial Indebtedness arising in the ordinary course of business of the Borrowers under any standby letter of credit facility or similar ancillary facility up to a maximum aggregate amount at any time of up to 0.5 per cent of Total RAB, and
- (x) Financial Indebtedness incurred under a Borrower Liquidity Facility Agreement,

provided that at no time shall the aggregate of Financial Indebtedness arising under sub paragraphs (v), (vi) and (ix) above exceed 1 per cent of Total RAB, and

- (b) in the case of any Obligor or in the case of (ii) and (iii) below, the Security Parent and Asset Holdco:

- (i) any Financial Indebtedness constituted by the guarantee of the Borrowers' obligations under each Borrower Loan Agreement, the relevant Capex Facilities, the Working Capital Facilities and the other Authorised Credit Facilities,
- (ii) any Financial Indebtedness incurred under any Working Capital Facilities for the purpose set out in item (b) of that definition,
- (iii) any Financial Indebtedness incurred under the Security Parent Debenture,
- (iv) any Financial Indebtedness owed to any other Obligor;
- (v) any Financial Indebtedness under any subordinated shareholder loans,
- (vi) any Bankers Automated Clearing System indebtedness owed to any bank of which it is a customer and which provides payment clearing services to it,
- (vii) the amount of any liability under an advance or deferred purchase agreement if either (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the relevant payment is advanced or deferred for a period in excess of 90 days,
- (viii) any Financial Indebtedness under the Composite Guarantee Deed, and

- (ix) any Financial Indebtedness constituted by the guarantee by the Obligors of amounts due under the Subordinated Facility Agreement

"Permitted Hedge Termination" means the termination of a Hedging Agreement in accordance with the provisions of Schedule 5 (*Hedging Policy and Overriding Provisions Relating to Hedging Agreements*) to the Common Terms Agreement

"Permitted Inter-Company Distribution" means any payment which is to be made by an Obligor under a Permitted Inter-Company Loan for the purposes of providing funds to the recipient to enable it to

- (a) fund the making of a dividend payment on the same date to an Obligor; or
- (b) meet its payments under any Permitted Inter-Company Loan.

"Permitted Inter-Company Loan" means any loan contemplated in the Reorganisation Steps

"Permitted Non-Migrated Bond Distribution" means any payment whether by loan or otherwise and whether in the discharge of any intercompany loan obligations or otherwise which is to be made by an Obligor (excluding any payment under the Non-Migrated Bond Guarantees) to ensure timely payment of interest by BAA under the Non-Migrated Bonds.

"Permitted Non-Regulated Business Limits" means, in respect of all businesses which are not or are not expected to be or have never been or were never expected to be Permitted Businesses, that the average of any expenses incurred in connection with such businesses during the current Relevant Period and the immediately two preceding Relevant Periods does not exceed 2 per cent of Total RAB

"Permitted Variances" means, in respect of any Obligor, the difference between

- (a) the amount of regulatory capital expenditure actually incurred by such Obligor in the regulatory year immediately preceding the next price determination for such Obligor and the amount of regulatory capital expenditure assumed by the Regulator to be incurred by such Obligor during such regulatory year as at the date that the regulatory asset base, published by the Regulator for the regulatory year immediately following such price determination, is effective;
- (b) the net proceeds from disposals of regulatory assets actually achieved by such Obligor in the regulatory year immediately preceding the next price determination for such Obligor and the amount of the net proceeds from disposals of regulatory assets assumed by the Regulator to be achieved by such Obligor during such regulatory year as at the date that the regulatory asset base, published by the Regulator for the regulatory year immediately following such price determination, is effective,
- (c) the actual outcome in respect of any other item in the regulatory year immediately preceding the next price determination for such Obligor and the amount specifically assumed by the Regulator to be the outcome for such regulatory year as at the date that the regulatory asset base, published by the Regulator for the regulatory year immediately following such price determination, is effective,

in each case as certified by the finance director or chief financial officer of the Security Group Agent on behalf of each Obligor in each Compliance Certificate in respect of which the Calculation Date for such Compliance Certificate falls in the regulatory year following the price determination for such Obligor and setting out the amount of each adjustment and the basis therefor

"Principal Paying Agent" means Deutsche Bank AG, London Branch as principal paying agent under the Agency Agreement, or its Successors thereto.

"Programme" means the bond programme established by the Issuer admitted to the Official List and authorised to trade on the London Stock Exchange

"Qualifying Borrower Junior Debt" means

- (a) the principal amount outstanding under the Borrower Loan Agreement corresponding to the Class B Wrapped Bonds and the Class B Unwrapped Bonds,
- (b) the mark-to-market value of any transaction or transactions arising under Cross Currency Hedging Agreements in respect of the Class B Bonds to the extent that such value represents an amount which would be payable to the relevant Cross Currency Hedge Counterparties if an early termination date was designated at such time in respect of such transaction or transactions;
- (c) the principal amount outstanding under any Capex Facility at such time to the extent that such amount is designated Junior Debt (ranking *pari passu* with other Junior Debt),
- (d) the principal amount outstanding under the Refinancing Facility at such time to the extent that such amount is designated Junior Debt (ranking *pari passu* with other Junior Debt),
- (e) (subject to the applicable Finance Lessor under a Finance Lease acceding to the STID as a Borrower Secured Creditor) the termination value of any Finance Leases at such time designated as Junior Debt; and
- (f) the principal amounts outstanding under any other Authorised Credit Facility ranking *pari passu* with the above

"Qualifying Borrower Secured Creditors" has the meaning given to it in clause 10.1.3 of the STID

"Qualifying Borrower Senior Debt" means at any time

- (a) the principal amount outstanding under the Borrower Loan Agreements corresponding to the Class A Wrapped Bonds and Class A Unwrapped Bonds,
- (b) the amount owed by the Borrowers to the Issuer in respect of the mark-to-market value of any transaction or transactions arising under Cross Currency Hedging Agreements in respect of the Class A Bonds to the extent that such value represents an amount

which would be payable to the relevant Cross Currency Hedge Counterparties if an early termination date was designated at such time in respect of such transaction or transactions,

- (c) the mark-to-market value of any transaction or transactions arising under Cross Currency Hedging Agreements between a Cross Currency Hedge Counterparty and a Borrower in respect of the Non-Migrated Bonds denominated in euro to the extent that such value represents an amount which would be payable to the relevant Cross Currency Hedge Counterparties if an early termination date was designated a such time in respect of such transaction or transactions,
- (d) the principal amount outstanding under each Capex Facility at such time to the extent that such amount is designated Senior Debt (ranking *pari passu* with other Senior Debt);
- (e) the principal amount outstanding under each Working Capital Facility at such time,
- (f) the principal amount outstanding under the Refinancing Facility at such time to the extent that such amount is designated Senior Debt (ranking *pari passu* with other Senior Debt),
- (g) the principal amount outstanding to EIB under the EIB Facilities,
- (h) (subject to the applicable Finance Lessor under a Finance Lease acceding to the STID as a Borrower Secured Creditor designated as Senior Debt), the termination value of any Finance Leases at such time,
- (i) in respect of any Non-Migrated Bond Voting Matter only, and the definitions of "**Senior Debt**" the principal amount outstanding under the Non-Migrated Bonds at such time, and
- (j) the principal amounts outstanding under any other Authorised Credit Facility at such time ranking *pari passu* with the above (but excluding for the avoidance of doubt any Borrower Liquidity Facilities or Interest Rate Hedging Agreements with any Borrower Hedge Counterparties)

"**RAB**" means in respect of any Obligor as at any date the sum of (i) the Regulatory RAB of such Obligor as at such date and (ii) the Transfer RAB of such Obligor as at such date

"**RAB Enhancing JV**" means a Joint Venture.

- (a) of which all or any of the assets are included by the Regulators in the Regulatory RAB of any Obligor investing in such Joint Venture or are expected to be included by the Regulators in the Regulatory RAB of any Obligor investing in such Joint Venture at the next Review Date; or
- (b) the shares or other investment in which are included by the Regulators in the Regulatory RAB of any Obligor owning such shares or investing in such Joint Venture or are expected to be included by the Regulators in the Regulatory RAB of any Obligor

owning such shares or otherwise investing in such Joint Venture at the next Review Date

"Receiptholders" means the holders of instalment receipts appertaining to the payment of principal by instalments (if any) attached to Bonds in bearer form

"Receipts" means a receipt attached on issue to a Definitive Bond redeemable in instalments for the payment of an instalment of principal and includes any replacements for Receipts and Talons issued pursuant to Condition 14 (*Replacement of Bonds, Coupons, Receipts and Talons*)

"Refinancing Facility" means the term loan facility of an aggregate facility amount of £4,400,000,000 made available to the Borrowers by the Refinancing Facility Providers on 18 August 2008 pursuant to the Refinancing Facility Agreement

"Refinancing Facility Agent" means The Royal Bank of Scotland plc or any successor thereto

"Refinancing Facility Agreement" means the facility agreement dated 18 August 2008 under which the Refinancing Facility is made available to Borrowers

"Refinancing Facility Payment Date" means each date on which a payment of interest or other finance charges (excluding, for the avoidance of doubt, any principal payments) is scheduled to be made by a Borrower under the Refinancing Facility Agreement

"Refinancing Facility Providers" means the initial Refinancing Facility Providers together with any further refinancing facility providers which provide the Borrower with the Refinancing Facility and accede to the Common Terms Agreement and the STID

"Registrar" means Deutsche Bank Trust Company Americas as registrar under the Agency Agreement and any other entity appointed as a registrar under the Agency Agreement

"Regulators" means the CAA and the Competition Commission, and any other additional or replacement governmental authority which may from time to time regulate any of the Obligor's businesses or in respect of which any Obligor is required to comply

"Regulatory Accounts" means the individual financial information of each Borrower, each prepared in the form required (for so long as they are required) by the "accounts condition" to BAA's permission to levy airport charges

"Regulatory Change" means any change in law, enactment, order, regulation, regulatory policy, guideline, industry code or regulatory permit or licence after the Initial Issue Date which impacts on the performance, scope or details of the services provided pursuant to the Shared Services Agreement in any material respect

"Regulatory Period" means the period in respect of which the maximum charges to airport users at Heathrow are fixed by (currently) the Civil Aviation Authority (currently a five year period)

"Regulatory RAB" means in respect of any Obligor

- (a) in respect of any date in the current year (the **"Relevant Current Year Date"**), the regulatory asset base for such Obligor as set out in the last published Regulatory Accounts of such Obligor plus cumulative regulatory capital expenditure incurred between the date to which the Regulatory Accounts related and the Relevant Current Year Date plus indexation accrued between the date to which the Regulatory Accounts relate and the Relevant Current Year Date less (i) regulatory depreciation (as adjusted for indexation) accrued between the date to which the Regulatory Accounts relate and the Relevant Current Year Date and (ii) (A) the net proceeds received from any disposal of regulatory assets during the relevant current year or (B), where such amount differs, the amount the Obligor reasonably expects the Regulator to apply in reduction of such Obligor's regulatory asset base as a consequence of such disposal,
- (b) in respect of each 12 month period starting on the first day of the current year and for each successive 12 month period up to 31 December of the financial year immediately preceding the year in which falls the Date Prior of such Obligor, the regulatory asset base for such Obligor as set out in the latest published Regulatory Accounts for such Obligor plus cumulative regulatory capital expenditure spent or to be spent by such Obligor to the end of such 12 month period plus indexation to the end of such 12 month period less (i) regulatory depreciation (as adjusted for indexation) to the end of such 12 month period and (ii) (A) the net proceeds forecast to be received from any disposal of regulatory assets during the Relevant Period or (B), where such amount differs, the amount the Obligor reasonably expects the Regulator to apply in reduction of such Obligor's regulatory asset base as a consequence of such projected disposal, and
- (c) if the Calculation Date falls within the 18 month period immediately prior to the year in which falls the Date Prior of such Obligor and in respect of the 12 month period starting on the first day of the financial year in the same year as the Date Prior of such Obligor, the regulatory asset base most recently submitted to the Regulators by such Obligor for the regulatory period commencing immediately following the Date Prior of such Obligor plus cumulative regulatory capital expenditure to be spent by such Obligor in the 9 month period from the Date Prior of such Obligor plus indexation for the 9 month period from the Date Prior of such Obligor less (i) regulatory depreciation (as adjusted for indexation) for the 9 month period from the Date Prior of such Obligor and (ii) (A) the net proceeds forecast to be received from any disposal of regulatory assets during the Relevant Period or (B), where such amount differs, the amount the Obligor reasonably expects the Regulator to apply in reduction of such Obligor's regulatory asset base as a consequence of such projected disposal,

Provided that

- (1) in relation to each of (a), (b) and (c) above, the regulatory asset base of each Obligor shall be the regulatory asset base after any profiling (as adjusted for

- indexation) that may be applied by the Regulator in accordance with the most recent price determination for such Obligor,
- (2) if the opening regulatory asset base for such Obligor as specified in the Regulatory Accounts of such Obligor for the first regulatory year is not equal to the regulatory asset base published by the Regulator for such Obligor as the opening regulatory asset base for that regulatory year, the Regulatory RAB of such Obligor shall be determined not by reference to the regulatory asset base published in the Regulatory Accounts of such Obligor but instead by reference to the opening regulatory asset base published by the Regulator as adjusted by such Obligor for any Permitted Variances,
 - (3) if any Regulator has stated in any correspondence or other communication with such Obligor that any capital expenditure which the Obligor in its Regulatory Accounts has accounted for or expects will be accounted for as regulatory capital expenditure will not be included in the regulatory asset base of such Obligor for the start of the regulatory year immediately following the next price determination, the amount of such regulatory capital expenditure shall be excluded as part of the calculation of the Regulatory RAB of such Obligor,
 - (4) if any Regulator has stated in any correspondence or other communication with such Obligor that the aggregate amount it will apply as a deduction from the regulatory asset base of such Obligor for the start of the regulatory year immediately following the next price determination, on account of disposals of regulatory assets will differ from the aggregate amount of deductions from the regulatory asset base of such Obligor accounted for by such Obligor as a consequence of disposals of regulatory assets in its Regulatory Accounts, the amount by which the Regulator's deduction exceeds or is less than the amount deducted by such Obligor from its regulatory asset base in its Regulatory Accounts shall be deducted from (in the case of an excess) or added to (in the case of any shortfall) the regulatory asset base of such Obligor as part of the calculation of Regulatory RAB of such Obligor, and
 - (5) if the auditors of an Obligor qualify their statement of opinion in relation to any regulatory capital expenditure included by the Obligor in the regulatory asset base of such Obligor as specified in the Regulatory Accounts of the Obligor, the amount of the regulatory capital expenditure to which such qualification relates shall be excluded as part of the calculation of the Regulatory RAB of such Obligor

"Relevant Date Prior" means, at any time, the date which is one day before the commencement of the next Regulatory Period

"Relevant Debt" means the aggregate, at the time, of the outstanding:

- (a) Qualifying Borrower Senior Debt, excluding for these purposes any mark-to-market value of any transactions under Cross Currency Hedging Agreements, the termination values of any Finance Leases designated as Senior Debt that would otherwise be included in Qualifying Borrower Senior Debt and the principal amount outstanding under each Working Capital Facility at such time, and
- (b) Qualifying Borrower Junior Debt, excluding for these purposes any mark-to-market value of any transactions under Cross Currency Hedging Agreements and the termination values of any Finance Leases designated as Junior Debt that would otherwise be included in Qualifying Borrower Junior Debt,

provided that for the purposes of calculating Relevant Debt only, non-Sterling denominated debt shall be deemed to be converted to Sterling at the rate specified in the relevant Cross Currency Hedging Agreement related to the relevant non-Sterling denominated debt

"Relevant EBITDA" means the earnings before interest, tax, depreciation and amortisation and pre-exceptional costs (revenues minus expenses) in respect of a business of the Borrower which was brought into account or not expressly disallowed by the CAA for any price determination published by the Regulator for that Borrower for the purpose of imposing price caps pursuant to section 40(4) of the Airports Act but which ceases to be brought into account or is expressly disallowed for such purpose

"Relevant Financial Guarantor" means, in relation to any Class of Wrapped Debt, the Financial Guarantor which provides a Financial Guarantee in respect of such Class of Wrapped Debt.

"Relevant Multiple" means the multiple determined by dividing the Relevant Transfer Value by the sum of the Relevant EBITDA for the three financial years of the relevant Borrower prior to the Relevant Transfer Date as determined by reference to the audited financial statements of such Borrower for such financial years divided by 3

"Relevant Period" means each of the following periods in respect of the Senior ICR or Junior ICR in respect of any Reporting Date:

- (a) the period of 12 months ending on the last day of the Financial Year in the year preceding such Reporting Date,
- (b) the period of 12 months starting on 1 January in the same year as such Reporting Date,
- (c) each subsequent 12 month period up to 31 December of the year immediately preceding the year in which falls the Relevant Date Prior; and
- (d) if such Reporting Date falls within the 18 month period prior to the year in which falls the Relevant Date Prior, the 12 month period from 1 January in the same year as the Relevant Date Prior,

provided that the first Relevant Period shall be the 12 month period ending on 31 December 2009

"Relevant Transfer Date" means the first date from which a business of a Borrower which was brought into account or not expressly disallowed by the CAA for any price determination published by the Regulator for that Borrower for the purpose of imposing price caps pursuant to section 40(4) of the Airports Act ceases to be brought into account or is expressly disallowed for such purpose

"Relevant Transfer Value" means in respect of any business of a Borrower which was brought into account by the CAA for the price determination for any regulatory period for the purpose of imposing price caps pursuant to section 40(4) of the Airports Act and which ceases to be brought into account for such purpose, unless and until a transfer value has been published by the CAA for such business representing the reduction in the regulatory asset base of such Borrower as determined by the CAA, the transfer value attributed by the Borrower to such business in its most recent Regulatory Accounts and, following publication by the CAA of a transfer value for such business, such published transfer value excluding, in either case, the transfer value published by the CAA or attributed by the Borrower to any assets which are held by a Joint Venture which is not an Obligor

"Reorganisation Steps" means the steps set out in the steps paper dated 18 August 2008 detailing the reorganisation process in connection with BAA and its Affiliates

"Reporting Date" means 30 June and 31 December in each year starting on 31 December 2008 or any other date as may be agreed as a result of a change in the financial year end or regulatory year end date of any Obligor

"Required Amount" means the Borrower Hedging Required Amount, the EIB Required Amount, the Tranche A Required Amount and/or the Tranche B Required Amount, as the context requires

"Reserve Account Beneficiary" means Deutsche Trustee Company Limited.

"Restricted Payment" means (i) any payment under or in respect of Subordinated Debt, (ii) any payment under or in respect of any guarantee granted to any creditor subordinated to the Borrower Secured Creditors pursuant to the Senior/Subordinated Intercreditor Agreement, and (iii) any payment (including any payments of distributions, dividends, bonus issues, return of capital, fees, interest, principal or other amounts whatsoever) (by way of loan or repayment of any loan or otherwise) (in cash or in kind) to any direct or indirect affiliate of an Obligor which is not itself an Obligor or the Issuer other than

- (a) payments made pursuant to and in accordance with the Shared Services Agreements;
- (b) payments made pursuant to and in accordance with any contracts entered into with any sponsor in compliance with the covenants set out in the Common Terms Agreement,
- (c) payments made pursuant to a Permitted Inter-Company Distribution (other than pursuant to the Security Parent Debenture where the conditions for making the same

pursuant to Schedule 2 (*Covenants*), Part 3 (*General Covenants*), paragraph 32 (*Permitted Inter-Company and Non-Migrated Bond Distributions*) of the Common Terms Agreement are not met) or Permitted Non-Migrated Bond Distribution,

- (d) payments made in the ordinary course of the relevant Obligor's business on arm's length terms, or
- (e) payments made pursuant to and in accordance with the provisions of the Tax Deed of Covenant, save for any excess amounts permitted to be paid in accordance with clause 2 12 of the Tax Deed of Covenant

"Review Date" means the date falling at the end of each regulatory period from which the regulatory asset base published by the Regulator is effective

"Revolving Loan" means any revolving loan outstanding under any Authorised Credit Facility

"Secured Creditor Representative" means the representative of a Borrower Secured Creditor appointed in accordance with clause 9 (*Appointment of Representatives*) of the STID

"Security Agreement" means the deed of charge and guarantee executed in favour of the Borrower Security Trustee and the Subordinated Security Trustee by each of the Obligors on 18 August 2008, any Legal Charge and any other deed of charge supplemental thereto

"Security Documents" means

- (a) for as long as amounts remain owing under the Subordinated Facility Agreement, the Existing Security Agreements,
- (b) the Security Agreement,
- (c) the Obligor Floating Charge Agreement,
- (d) the STID and each deed of accession thereto, together with any deed supplemental to the STID and referred to in the STID as a "Supplemental Deed", and
- (e) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Borrower Secured Creditor in respect of the Borrower Secured Liabilities

"Security Group" means Asset Holdco, the Security Parent, the Borrowers, HEX Opco and any other Subsidiary of any member of the group (other than the Issuer) which accedes, *inter alia*, to the Common Terms Agreement, the STID in accordance with the terms of the Transaction Documents and, for so long as amounts remain outstanding under the Subordinated Facility Agreement, the Senior/Subordinated Intercreditor Agreement

"Security Group Agent" means

- (a) BAA in its capacity as the agent of the Security Group in accordance with sub-clause 17 4 3 of the Common Terms Agreement, and

- (b) upon and following termination of the agency of BAA in accordance with sub-clause 17.4 3 of the Common Terms Agreement, HAL pursuant to its appointment under sub-clause 17 4.4 of the Common Terms Agreement.

"Security Parent" means BAA (SP) Limited

"Security Parent Debenture" means the loan note issued by Security Parent on 31 January 2008 as amended on 29 February 2008, and as to be further amended on the Initial Issue Date

"Senior ICR" means for any Relevant Period, the ratio of (a) Cashflow from Operations of the Obligors (after adding back any cash outflows of a one-off, non-recurring, extraordinary or exceptional nature in respect of the Obligors), less corporation tax paid to HM Revenue & Customs, less two per cent multiplied by the Total RAB to (b) interest and equivalent recurring finance charges paid or, in the case of forward looking ratios, forecasted to be paid on Senior Debt and any Permitted Financial Indebtedness that is not, pursuant to the STID, subordinated to such Senior Debt (less all interest received or, in the case of forward looking ratios, interest forecasted to be received by any member of the Security Group from any third party other than pursuant to a Permitted Inter-Company Loan or Permitted Non-Migrated Bond Distribution).

"Senior Debt" means any financial accommodation that is, for the purposes of the STID, to be treated as Senior Debt and includes

- (a) all Qualifying Borrower Senior Debt, and
- (b) all Interest Rate Hedging Agreements and the Cross Currency Hedging Agreements entered into by the Obligors in relation to such Senior Debt

"Senior/Subordinated Intercreditor Agreement" means the intercreditor agreement dated 6 April 2006, between, *inter alios*, the Obligors, the Borrower Security Trustee and the Subordinated Security Trustee, as amended from time to time

"Series" means a series of Bonds issued under the Programme on a particular Issue Date, together with any Tranche or Tranches of Bonds which are expressed to be consolidated and form a single Sub-Class with any Sub-Class issued on such Issue Date.

"Shared Services Agreements" means the Shared Services Agreement and the BSC Services Agreement

"SSA Ancillary Documents" means the Pensions Agreement, the Cross-Licensing Agreement and the deeds for the provision of IT services entered into pursuant to clause 11 3 of the Shared Services Agreement

"STAL" means Stansted Airport Limited

"Standby Drawing" has the meaning given to it in the relevant Liquidity Facility Agreement

"Standby Reserve Ledger" means the sub-ledger in which all Standby Drawings which are deposited into the Borrower Liquidity Reserve Account shall be recorded prior to the satisfaction of the LC Release Conditions

"Standby Reserve Ledger Withdrawal" means any withdrawal of funds credited to the Borrower Liquidity Reserve Account and recorded in the Standby Reserve Ledger in respect of a Borrower Liquidity Shortfall prior to the satisfaction of the LC Release Conditions and made pursuant to a Standby Utilisation Request delivered in accordance with a Borrower Liquidity Facility Agreement

"STID" means the security trust and intercreditor deed entered into on 18 August 2008 between, among others, the Borrower Security Trustee, the Obligors, the Bond Trustee and each Relevant Financial Guarantor which accedes thereto, together with any deed supplemental to the STID and referred to in the STID as a **"Supplemental Deed"**

"Sub-Class" means, with respect to a Class of Bonds, those Bonds which are identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Price, such Sub-Class comprising one or more Tranches of Bonds

"Subordinated Bonds" means any bonds issued by the Issuer which pursuant to the Issuer Deed of Charge rank in point of payment and security subordinate to the Class A Bonds and the Class B Bonds

"Subordinated Debt" means any Financial Indebtedness that is fully subordinated, in a manner satisfactory to the Borrower Security Trustee, to the Senior Debt and Junior Debt and where the relevant credit provider has acceded to the Common Terms Agreement and the STID

"Subordinated Facility Agreement" means the subordinated facility agreement dated 7 April 2006 as amended from time to time

"Subordinated Secured Creditors" means the Finance Parties under (and as defined in) the Subordinated Facility Agreement

"Subordinated Security Trustee" means The Royal Bank of Scotland plc as security trustee for the Subordinated Secured Creditors under the Subordinated Facility Agreement

"Subsidiary" means

- (a) a subsidiary within the meaning of section 736 of the Companies Act; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act

"Successor" means, in relation to the Principal Paying Agent, the other Paying Agents, the Registrar, the Transfer Agent, the Agent Bank and the Calculation Agent, any successor to any one or more of them in relation to the Bonds which shall become such pursuant to the provisions of the Bond Trust Deed and/or the Agency Agreement (as the case may be) and/or

such other or further principal paying agent, paying agents, registrar, transfer agent, agent bank and calculation agent (as the case may be) in relation to the Bonds as may (with the prior approval of, and on terms previously approved by, the Bond Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the case of the Principal Paying Agent being within the same city as the office(s) for which it is substituted) as may from time to time be nominated, in each case by the Issuer and the Obligors, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions and/or the Agency Agreement, as the case may be) notice of whose appointment or, as the case may be, nomination has been given to the Bondholders

"Supported Agreements" means

- (a) each Borrower Hedging Agreement,
- (b) each Supported EIB Facility, and
- (c) the Refinancing Facility Agreement

"Supported EIB Facilities" means the EIB Facilities existing or available to any Obligor on 18 August 2008 and any other EIB Facilities in respect of which EIB requires a Borrower Liquidity Facility to be maintained in respect of potential EIB Liquidity Shortfalls, in each case to the extent permitted pursuant to paragraph 36 of part 3 of schedule 2 to the Common Terms Agreement.

"Talons" means the talons (if any) appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons appertaining to, the Definitive Bonds (other than Zero Coupon Bonds), such talons being in the form or substantially in the form set out in Part 6 (*Form of Talon*) of Schedule 3 (*Forms of Global and Definitive Bonds, Receipts, Coupons and Talons*) to the Bond Trust Deed or in such other form as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s) and includes any replacements for Talons issued pursuant to Condition 14 (*Replacement of Bonds, Receipts, Coupons and Talons*)

"Tax Deed of Covenant" means the deed entered into on 18 August 2008 by (among others) the relevant Obligors, the Issuer, the Borrower Security Trustee and the Bond Trustee.

"Temporary Global Bond" means in relation to any Tranche of Bearer Bonds a temporary global bond in the form or substantially in the form set out in part 1 (*Form of Temporary Global Bond*) of schedule 3 (*Forms of Global and Definitive Bonds, Receipts, Coupons and Tables*) to the Bond Trust Deed together with the copy of the applicable Final Terms annexed thereto, with such modifications (if any) as may be agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), comprising some or all of the Bearer Bonds of the same Tranche, issued by the Issuer pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed

"Total RAB" means, at any date, the aggregate of the RAB of each Obligor less the aggregate of the RAB attributable to any RAB Enhancing JV as at such date

"Tranche" means all Bonds which are identical in all respects (save for the Issue Date, Interest Commencement Date and Issue Price).

"Tranche A Loan" means a Tranche A loan designated as Senior Debt under the Refinancing Facility Agreement (any two or more, together, the **"Tranche A Loans"**)

"Tranche A Required Amount" means, in respect of any Refinancing Facility Payment Date, the maximum potential Borrower Liquidity Shortfall attributable to any amounts owed under the Tranche A Loans for the succeeding 6 month period as most recently notified to the parties to the Refinancing Facility Agreement by the Borrower Cash Manager less the aggregate of (i) the aggregate amount of Borrower Liquidity Reserve Account Withdrawals made in respect of any Tranche A Loans and (ii) the amount of any Utilisations made in respect of any Tranche A Loans outstanding under the Refinancing Facility Agreement

"Tranche B Loans" means a Tranche B loan designated as Junior Debt under the Refinancing Facility Agreement (any two or more, together, the **"Tranche B Loans"**)

"Tranche B Required Amount" means, in respect of any Refinancing Facility Payment Date, the maximum potential Borrower Liquidity Shortfall attributable to any amounts owed under the Tranche B Loans for the succeeding 6 month period as most recently notified to the parties to the Refinancing Facility Agreement by the Borrower Cash Manager less the aggregate of (i) the aggregate amount of Borrower Liquidity Reserve Account Withdrawals made in respect of any Tranche B Loans and (ii) the amount of any Utilisations made in respect of any Tranche B Loans outstanding under the Refinancing Facility Agreement.

"Transfer Agent" means the transfer agent appointed under the Agency Agreement, including any Successors thereto

"Transfer RAB" means, at any date, in respect of any Obligor the aggregate of the product of (a) the sum of the Relevant EBITDA for the three financial years of such Obligor preceding such date as determined by reference to the audited financial statements of such Obligor for such financial years where available or, otherwise, the management accounts of such Obligor divided by 3 and (b) the Relevant Multiple

"Transaction Documents" means

- (a) each Finance Document,
- (b) the Shared Services Agreement, the SSA Ancillary Documents and the BSC Services Agreement; and
- (c) any other document designated as such by the Borrower Security Trustee and the Issuer

"Treasury Transaction" means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, index-linked agreement, interest

rate or currency or future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined similar agreement or any derivative transaction protecting against or benefiting from fluctuations in any rate or price

"Trigger Event" means any of the events or circumstances identified as such in Part 1 of Schedule 3 (*Trigger Events*) to the Common Terms Agreement

"Trust Property" means, in relation to the Borrower Liquidity Reserve Account Trust Deed

- (a) until such time as monies transferred by the Borrowers have been applied in accordance with the terms of the Borrower Liquidity Reserve Account Trust Deed, all monies which may from time to time be deposited by the Borrowers in the Borrower Liquidity Reserve Account and assigned to the Borrower Liquidity Reserve Account Trustee,
- (b) all monies, investments and property from time to time representing or derived from item (a) above, including, without limitation, monies deposited from time to time in the Borrower Liquidity Reserve Account and assigned to the Borrower Liquidity Reserve Account Trustee

"UK Listing Authority" or **"UKLA"** means the Financial Services Authority in its capacity as competent authority under FSMA

"Utilisation" means, with respect to any Borrower Liquidity Facility Agreement or the Borrower Liquidity Reserve Account Trust Deed, any drawing under a Revolving Loan, Liquidity Standby Account Drawing, claim made under a Letter of Credit or Standby Reserve Ledger Withdrawal thereunder

"Working Capital Facilities" means the facilities, including the Initial WCF, made available to (a) the Borrowers to fund their working capital needs and (b) to the Security Parent and Asset Holdco to fund on an intra-day basis a Permitted Inter-Company Distribution

"Wrapped Debt" or **"Wrapped Bond"** means any indebtedness or bond (respectively) that has the benefit of a financial guarantee from a Relevant Financial Guarantor.

"Zero Coupon Bond" means a Bond specified as such in the relevant Final Terms and on which no interest is payable



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1990920
CHARGE NO. 39

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BORROWER LIQUIDITY RESERVE
ACCOUNT TRUST DEED DATED 18 AUGUST 2008 AND
CREATED BY STANSTED AIRPORT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ANY BORROWER SECURED CREDITOR 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 28 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 AUGUST 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES