DATED 2012

(1) THE COUNCIL OF THE BOROUGH OF LUTON

(2) LONDON LUTON AIRPORT LIMITED

(3) LONDON LUTON AIRPORT OPERATIONS LIMITED

(4) LONDON LUTON AIRPORT GROUP LIMITED

SUPPLEMENTAL AGREEMENT

relating to
the Concession Agreement dated 20 August 1998 for London Luton Airport

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THIS AGREEMENT is made on 2012

BETWEEN:

(1) **THE COUNCIL OF THE BOROUGH OF LUTON**, of the Town Hall, Luton LU1 2BQ (the "**Council**");

(2) **LONDON LUTON AIRPORT LIMITED**, (formerly known as Luton International Airport Limited), a private company limited by shares registered in England and Wales under company number 2020381 whose registered office is at the Town Hall, Luton LU1 2BQ ("**LLA**");

(3) **LONDON LUTON AIRPORT OPERATIONS LIMITED**, a private company limited by shares registered in England and Wales under company number 3491213 whose registered office is at TBI House 72-104 Frank Lester Way, London Luton Airport, Luton, LU2 9NQ (the "**Concessionaire**"); and

(4) **LONDON LUTON AIRPORT GROUP LIMITED**, a private company limited by shares registered in England and Wales under company number 3491191 whose registered office is at TBI House 72-104 Frank Lester Way, London Luton Airport, Luton, LU2 9NQ (the "**Guarantor**")

(each a "**party**" and together the "**parties**").

BACKGROUND:

A The parties entered into a Concession Agreement dated 20 August 1998, which agreement has been amended by agreements dated 30 June 2000, 12 August 2003, 21 June 2004 and 7 January 2005 (the "**Existing Concession Agreement**") under which, amongst other things, the Concessionaire is responsible for operating and managing the Airport and providing the Core Airport Services.

B In view of the projected passenger growth at the Airport over the next [redacted], it has become necessary to implement a new plan for the development of new facilities and infrastructure at the Airport to increase the capacity of the Airport in phases to accommodate 18 million passengers per annum or more.

C The Concessionaire has represented to LLA that economically it is not viable for the Concessionaire to implement the new plan for development unless the Concession Period is extended to 31 March 2031.

D The parties have agreed, in the view of the foregoing, to enter into this Agreement, supplemental to the Existing Concession Agreement, under which the Concessionaire will agree to pursue planning permission for the new plan for development of the Airport and to implement that development in the [redacted] identified in that development plan. In consideration of the Concessionaire's commitment to undertake and procure the completion of the Implementation Plan Works (defined below) in accordance with this Agreement, LLA has agreed to extend the Concession Period to 31 March 2031 and extend the terms of the Property Lease, subject to the inclusion of additional options to terminate the Concession Agreement (and Property Lease) as set out in this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save where the context otherwise requires, in this Agreement the following words and expressions shall have the following meanings:

"**1990 Act**" means the Town and Country Planning Act 1990;

"**2008 Act**" means the Planning Act 2008;

"**Agreement**" means this Agreement, including the clauses, recitals and appendices;

"**Application**" means any application for Planning Permission, as may be amended or substituted in accordance with clause 5;

"**Call-In**" means:

(a) the reference of an Application to the Secretary of State under section 77 of the 1990 Act; or

(b) a direction given by the Secretary of State pursuant to section 35 of the 2008 Act ;

"**CDM Regulations**" means the Construction (Design and Management) Regulations 2007 and any modification or replacement of the same, together with the guidance set out in the most recently published Approved Code of Practice relating thereto;

"**Certificate of Substantial Completion**" has the meaning given to it in clause 4.16;

"**Challenge**" means a challenge to a grant or a resolution to grant a Planning Permission by way of an application for judicial review pursuant to CPR Part 54 (including the application for permission to make the substantive application) or an application under section 288 of the 1990 Act or if the Planning Permission is in the form of a development consent order under the 2008 Act an application for judicial review under section 118 of the 2008 Act;

"**Challenge Period**" means:

(a) in the case of the grant of Planning Permission by the Local Planning Authority, the period of three months and two weeks; or

(b) in the case of the grant of Planning Permission by the Secretary of State, the period of six weeks,

in each case commencing upon and excluding the date of the written notice of the grant of Planning Permission and where a Challenge is on-going at the end of such period a further period of time expiring 14 days after the conclusion of any proceedings relating to the Challenge with all rights of appeal in relation to such Challenge having been exhausted;

"**Community Infrastructure Levy**" means such charges as may become payable in respect of the Planning Permission by way of Community Infrastructure Levy pursuant to Part 11 of the 2008 Act and any regulations made thereunder and any related charging schedules published and adopted by any Local Planning Authority (including such replacement or additional levy or charge on planning permissions as may be introduced by Government);

"**Concession Agreement**" means the Existing Concession Agreement as varied and supplemented by this Agreement and as may be varied or supplemented from time to time;

"**Concessionaire's Representative**" means the Concessionaire or the person nominated on behalf of the Concessionaire as its representative for the purposes of this Agreement and notified by the Concessionaire to LLA and the Council in writing;

"**Counsel**" means a barrister of at least 10 years' call specialising in town and country planning law;

"**Effective Planning Date**" means the date that (a) Planning Permission has been issued for the carrying out of all Phases in form and substance (including the terms of any Section 106 Agreement or Highways Agreement entered into as a condition of the grant of Planning Permission) reasonably satisfactory to the Concessionaire and (b) the Challenge Period in respect of such Planning Permission has come to an end leaving in place a valid and effective Planning Permission (in form and substance, including the terms of any Section 106 Agreement or Highways Agreement entered into as a condition of the grant of Planning Permission, reasonably satisfactory to the Concessionaire);

"**Existing Concession Agreement**" has the meaning given to it in Recital (A);

"**Hazardous Wastes or Substances**" means hazardous or toxic materials, substances, wastes, pollutants, or contaminants which are injurious to health or the environment, and are controlled or regulated under any applicable environmental Law;

"**Highways Agreement**" means any agreement entered into or to be entered into by LLA and/or the Concessionaire pursuant to Sections 38 or 278 of the Highways Act 1980 relating to or connected with the Implementation Plan Works as a condition of obtaining the Planning Permission;

"**Implementation Plan**" means the Implementation Plan appended as Appendix One;

"**Implementation Plan Works**" means all works described in Appendix Two and all other works required to achieve the objectives set out in Appendix Two and to construct, complete and bring into full operational use in accordance with the Concession Agreement, the new buildings, facilities, infrastructure, improvements additions and modifications at the Airport described in Appendix Two, all of which shall be Development Strategy Works;

"**Implementation Plan Works Contractor**" means each contractor employed or engaged by the Concessionaire to carry out Implementation Plan Works, each of which shall be a Development Strategy Contractor;

"**Implementation Plan Works Contract**" means each contract for carrying out the Implementation Plan Works to be entered into between the Concessionaire and an Implementation Plan Works Contractor, each of which will be a Development Strategy Contract;

"**Implementation Plan Works Direct Agreement**" means a direct agreement substantially in the form set out in Appendix Four;

"**LLA's Representative**" means the Council's Corporate Director of Commercial and Transformation Services and any other person nominated by the LLA and notified to the Concessionaire to undertake the duties as representative of LLA for the purpose of this Agreement;

"**Local Planning Authority**" has the meaning given to "local planning authority" by the 1990 Act;

"**Long-Stop Date**" means each of the Phase 1 Long-Stop Date, the Phase 2a Long-Stop Date and the Phase 2b Long-Stop Date;

"**Phase**" means each phase of the Implementation Plan Works described in the Implementation Plan and "**Phase 1**", "**Phase 2a**" and "**Phase 2b**" mean the Phases so described in the Implementation Plan;

"**Phase 1 Long-Stop Date**" means [redacted], as such date may be extended in accordance with clause 4.7;

"**Phase 2a Long-Stop Date**" means [redacted], as such date may be extended in accordance with clause 4.7;

"**Phase 2b Long-Stop Date**" means [redacted], as such date may be extended in accordance with clause 4.7;

"**Planning Appeal**" means an appeal against a Planning Refusal or an Application subject to a Call-In;

"**Planning Decision**" has the meaning given to it in clause 5.5(a);

"**Planning Laws**" means the Town and Country Planning Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and the Localism Act 2011;

"**Planning Permission**" means the planning permission or development consent granted under Planning Laws from any competent planning authority (including Luton Borough Council in its function as planning authority, and any Secretary of State) required for the commencement, carrying out and completion of all of the Implementation Plan Works in full

"**Planning Proceedings**" means all or any of the following:

(a) an application for judicial review under Part 54 of the Civil Procedure Rules made by any third party arising from the grant of Planning Permission by or any Planning Decision of the Local Planning Authority including any appeals to a higher court following a judgment of a lower court;

(b) an application pursuant to section 288 of the 1990 Act (or section 118 of the 2008 Act, as the case may be) arising from the grant of Planning Permission or a Planning Refusal by the Secretary of State, including any appeals to a higher court following a judgment of a lower court;

(c) any reconsideration by the Local Planning Authority or the Secretary of State of an Application or by the Secretary of State of a Planning Appeal (as the case may be) following a previous Planning Permission, Planning Refusal or other Planning Decision being quashed pursuant to an application within the meaning of paragraphs (a) and (b) above and the matter being remitted to the Local Planning Authority or the Secretary of State (as the case may be); and

(d) an application (within the meaning of paragraph (a) or (b) above) arising from the grant of Planning Permission, a Planning Refusal or other Planning Decision following the decision of the Local Planning Authority or the Secretary of State pursuant to paragraph (c) above;

"**Planning Refusal**" means a refusal of an Application, including a deemed refusal arising under section 78(2) of the 1990 Act (subject to any extension of the statutory period referred to in that sub-section which is agreed between the Concessionaire and the Local Planning Authority in accordance with the terms of this Agreement) and any refusal of an Application following Call-In or appeal to the Secretary of State;

"[redacted] **Agreements**" means agreements predating this Agreement by which LLA has agreed to grant a Subsequent Lease to [redacted];

"[redacted] **Tenants**" means the persons who have the right to the grant of a Subsequent Lease;

"**Procurement Regulations**" means all EU and UK procurement regulations and directives, and all related EU treaty principles;

"**Reversionary Headlease**" means the lease appended to this Agreement at Appendix Three, Part 1;

"**Reversionary Leases**" means the leases appended to this Agreement at Appendix Three, Part 2;

"**Secretary of State**" means the Secretary of State for Communities and Local Government or any other Minister or authority for the time being entitled to exercise the powers conferred by any of sections 74, 77 and 79 of the 1990 Act or (as the case may be) Part 6 of the 2008 Act;

"**Section 106 Agreement**" means any agreement entered into or to be entered into by LLA and/or the Concessionaire pursuant to section 106 of the 1990 Act relating to or connected with the Implementation Plan Works and entered into as a condition of obtaining the Planning Permission;

"**Snagging Matter**" means any minor item of work comprising a part of a Phase of the Implementation Plan Works which has not been completed at the time of the issue of the Certificate of Substantial Completion in relation to that Phase and which does not compromise the occupancy and operational use of the completed Implementation Plan Works or any other part of the Airport and does not compromise the health or safety of persons occupying, entering or using the Airport or the safety or security of Airport operations;

"**Statutory Agreements**" means any agreement entered into with the local planning or highway authority or other competent public authority, which is necessary in relation to the Implementation Plan Works, under section 106 of the 1990 Act, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 38 or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991, section 111 of the Local Government Act 1972 or section 1 of the Localism Act 2011;

"**Subsequent Lease**" means a lease granted pursuant to the [redacted] Agreements for a term commencing on or around 20 August [redacted];

"**Substantial Completion**" means, in relation to each Phase, the completion of that Phase and every element thereof to the applicable standards, specifications and other requirements set out in this Agreement, including Appendix Two, and in each case ready in all respects for full operational use (save for any Snagging Matters) and "**Substantially Completed**" shall be construed accordingly;

"**Supplemental Deed**" means the deed relating to the Property Lease and the Reversionary Leases appended to this Agreement at Appendix Five;

"**Term End Date**" means the contractual term expiry date of a Subsequent Lease as provided for in the [redacted];

"**Third Party Rights**" means any rights over the Airport Site to which any third party is entitled (other than under or in connection with any contract or lease); and

"**Variation**" in respect of any Phase of the Implementation Plan Works, any variation (except those as may be required by a Change in Law) which changes the scope, quality or quantity of the works, or the phasing of the works or is otherwise inconsistent with the Implementation Plan and/or the works described in Appendix Two.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) capitalised words and expressions defined in the Existing Concession Agreement and used herein but not otherwise defined in this Agreement shall bear the meanings given to them in the Existing Concession Agreement;

(b) clauses 1.2.1, 1.2.2, 1.2.3, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14 and 1.2.15 of the Existing Concession Agreement shall be incorporated into this Agreement as if set out in full herein and as if references in those clauses to "this Concession Agreement" referred to this Agreement; and

(c) "**Indexed**", where used in clause 9 in respect of any relevant amount stated therein (the "original amount"), shall mean that the original amount shall be increased or decreased on the date it falls to be paid (or, as the case may be, deducted) to an amount which bears the same proportion to the original amount as the Retail Prices Index for the month preceding the month of such payment or deduction bears to the Retail Prices Index for March 2016, subject to the provisions of clauses 1.4.1 and 1.4.2 of the Existing Concession Agreement in relation to the Retail Prices Index, which shall apply *mutatis mutandis* as if set out in this clause in full.

2. EFFECTIVE DATE

2.1 Effective Date

This Agreement shall come into force and effect upon the date hereof (the "**Effective Date**").

2.2 Supplemental Agreement

This Agreement shall be supplemental to the Existing Concession Agreement, and all references in the Existing Concession Agreement to "this Concession Agreement" or "this Agreement" shall on and after the Effective Date be construed as meaning the Existing Concession Agreement as amended and supplemented by this Agreement.

3. EXTENSION OF CONCESSION PERIOD AND AMENDMENTS

3.1 Extension of Concession Period

Without prejudice to the provisions of this Agreement and the Existing Concession Agreement governing the earlier termination of the Concession Agreement, upon and with effect from the Effective Date, in consideration of the obligations entered into by the Concessionaire hereunder, the definition of "Concession Period" shall be amended to read:-

" **"Concession Period"** means the period commencing on the Commencement Date and expiring on 31 March 2031 (or any later date following any extensions to the Concession Period agreed or determined under any provision of this Concession Agreement) or, if earlier, the Termination Date."

3.2 Amendments to definitions

On and after the Effective Date:

(a) the definition of "Concession Fee" in clause 1 of the Existing Concession Agreement shall be amended by adding immediately after the word "Property Lease" the words "and/or the Reversionary Lease to be entered into by and between (1) LLA, (2) the Council, (3) the Concessionaire and relating to the property described in the Property Lease as the "Leased Property" ";

(b) paragraphs (n) and (o) shall be deleted from the definition of "Force Majeure Event" in clause 1 of the Existing Concession Agreement; and

(c) paragraphs (j) and (l) of the definition of "Special Force Majeure Event" shall cease to apply.

3.3 Existing Break Option

In further consideration of the obligations entered into by the Concessionaire hereunder, LLA hereby agrees not to exercise its right to terminate the Concession Agreement in accordance with clause 17.2 of the Existing Concession Agreement.

3.4 Concession Documents

In clause 1 of the Concession Agreement, the defined term "Concession Documents" shall, with effect from the Effective Date, be deemed to include this Agreement and, upon grant, the Reversionary Leases.

4. IMPLEMENTATION PLAN WORKS

4.1 Implementation Plan

Prior to 31 March 2013 and on each anniversary thereof, the Concessionaire shall provide to LLA an outline construction plan consistent with the Implementation Plan and covering each element of the Phases of the Implementation Plan Works due to be commenced and/or undertaken during the following three year period on a rolling basis. This plan will be prepared in the format of a Gantt chart showing start and finish dates on at least a quarterly basis.

4.2 Commencement and undertaking of each Phase

(a) The Concessionaire shall be responsible for the design of the Implementation Plan Works and each element thereof and shall commence Phase 1 of the Implementation Plan Works as soon as reasonably practicable following the Effective Planning Date and shall diligently commence, carry out and complete each Phase of the Implementation Plan Works in good time in accordance with the Implementation Plan and the provisions of this Agreement.

(b) The Concessionaire shall procure Substantial Completion of and the issue of a Certificate of Substantial Completion in respect of each Phase of the Implementation Plan Works by no later than, in the case of Phase 1, the Phase 1 Long-Stop Date and,

in the case of Phase 2a, the Phase 2a Long-Stop Date and, in the case of Phase 2b, the Phase 2b Long-Stop Date.

(c) Subject to clause 4.2(d), the sole financial remedy of LLA and the Council for breach of clause 4.2(b) shall be as provided for in clause 9.1(a), provided that to the extent that any remedy (or part thereof) provided for in clause 9.1(a) is not enforceable by LLAL, this clause 4.2(c) shall cease to apply.

(d) Clause 4.2(c) shall not in any way prejudice, exclude or limit any right, remedy or claim of LLA and/or the Council (whether under this Agreement, the Concession Agreement or otherwise) in respect of the Concessionaire's breach of or failure to comply with any provision of this Agreement (other than clause 4.2(b), but only as expressly provided in clause 4.2(c)) or any provision of the Concession Agreement (nor shall it in any way prejudice, exclude or limit any rights, remedies or claims under clause 9.1(b)). Except as expressly provided in clause 4.2(c), the rights and remedies of LLA and the Council identified in this Agreement are in addition to and without prejudice to any other rights and remedies available to LLA and/or the Council arising from or in connection with this Agreement and/or the Concession Agreement, each of which shall be cumulative and independent and may be exercised at the discretion of LLA or the Council without prejudicing any other such right or remedy.

4.3 Necessary Consents

The Concessionaire shall at its own cost apply for and obtain, and at all times comply with the terms of, all Necessary Consents required for the Implementation Plan Works and any Variation.

4.4 Implementation Plan Works Warranty

The Concessionaire warrants that it will use or procure the use of the degree of reasonable skill and judgment and the utilisation of practices, methods, materials, techniques and standards in the design, construction and testing of the Implementation Plan Works that are generally expected of skilled and experienced engineering and construction firms in the construction industry and commonly used by such firms to design, engineer and construct and test works of a similar size and complexity to the Implementation Plan Works.

4.5 Compliance

The Concessionaire shall, in relation to the Implementation Plan Works, comply in all material respects with:

(a) all applicable Laws relating to the Implementation Plan Works, including Planning Laws;

(b) the terms and conditions of (or incorporated into) the Planning Permission; and

(c) the terms of any applicable Statutory Agreements, including any Section 106 Agreement.

4.6 Final completion

The Concessionaire shall complete each Phase of the Implementation Plan Works in full (including completing, resolving and remedying all Snagging Matters) as soon as reasonably practicable following the Substantial Completion of that Phase.

4.7 Extension of Time

(a) If it becomes apparent to the Concessionaire that the progress of any Phase of the Implementation Plan Works or the issue of the Certificate of Substantial Completion in respect of any Phase is likely to be delayed beyond the applicable Long-Stop Date by reason of any one or more of the events set out in clause 4.7(c), the following procedure shall apply:

(i) the Concessionaire shall give to LLA's Representative notice of the cause and circumstances thereof;

(ii) as soon as reasonably practicable the Concessionaire shall give to LLA's Representative particulars of the anticipated consequences of such event including, the anticipated delay to the issue of the Certificate of Substantial Completion for that Phase;

(iii) such particulars shall include copies of all notices, particulars and estimates given by the relevant Implementation Plan Works Contractor to the Concessionaire in respect of such delay; and

(iv) the Concessionaire shall use all reasonable endeavours to mitigate any such delay.

(b) The Concessionaire shall only be entitled to an extension of time to a Long-Stop Date in respect of a delay or likely delay in the progress of a Phase if and to the extent that it can demonstrate that, having used all reasonable endeavours to reduce, mitigate or avoid the delay (or likely delay) and the adverse effects thereof (exercising the skill and judgement and applying the practices, methods and standards referred to in clause 4.4), the relevant event referred to in clause 4.7(c) has had or would necessarily have an adverse impact or effect upon the critical path of that Phase such that the Concessionaire (having taken the action required under this clause and otherwise proceeded with the Implementation Plan Works in accordance with the provisions of this Agreement) would be unable to achieve Substantial Completion of that Phase by the applicable Long-Stop Date.

(c) The events referred to in clause 4.7(a) are as follows:

(i) any negligence, default or omission of LLA or the Council, or of any person for whom LLA or the Council is responsible (including such person's contractors, sub-contractors and consultants) in connection with the Concession Agreement and including any breach by LLA of any of its obligations under the Concession Agreement;

(ii) any Change in Law which requires a modification or addition to the design or construction of the Implementation Plan Works or the manner of carrying out the same or a change in or a replacement of any part of the Implementation Plan Works required by or in order to achieve compliance with the Change in Law;

(iii) the occurrence of any of the following events:

(A) exceptionally adverse weather conditions which do not constitute a Force Majeure Event;

(B) aircraft or other devices striking the Airport or the Implementation Plan Works;

(C) any interruption in the supply of water, electricity or gas;

(D) any Force Majeure Event (unless any such event is comprised in any other event listed in this clause 4.7(c));

(E) the carrying out by any statutory undertaker (or equivalent) or Local Authority or other competent authority of work in relation to the Implementation Plan Works where the need for such work could not reasonably have been foreseen by an experienced contractor exercising the skill and judgement referred to in clause 4.4 prior to the date of this Agreement or the failure to carry out or any delay in carrying out of such work;

(F) revocation of any Necessary Consent;

(G) in relation to Phase 1 only, the quashing of any Planning Permission;

(H) any Insured Risk not otherwise specified in this clause 4.7(c)(iii);

(I) the discovery, removal, transport and disposal of any Hazardous Wastes or Substances;

(J) the discovery, examination, removal and protection of any Fossils or Antiquities;

(K) the discovery of any fauna or flora protected by applicable Law;

(L) any change in, or the introduction of any new, national specifications, technical standards, building construction and environmental regulations, regulations applicable to the Implementation Plan Works, or standards specified in the Implementation Plan, whether or not legally binding, coming into force after the date of this Agreement which could not reasonably have been foreseen by an experienced contractor exercising the skill and judgement referred to in clause 4.4 prior to the date of this Agreement and requires a modification or addition to the design or construction of the Implementation Plan Works or the manner of carrying out the same;

(M) any Discriminatory Event;

(N) any delay, impediment or prevention in or from obtaining relevant insurance proceeds;

(O) any event not otherwise specified in this clause 4.7(c) (to the extent that inclusion of such event in the relevant Implementation Plan Works Contract has been approved by LLA (in its discretion) in writing after the date of this Agreement) which has resulted in a proper extension of time granted in favour of the Implementation Plan Works Contractor under the relevant Implementation Plan Works Contract;

(P) any breach by a statutory undertaker (or equivalent) or by any Local Authority or by any other competent authority of any agreement in relation to the Implementation Plan Works (including any Statutory Agreement);

(Q) any *bona fide* referral by any party to any Disputes Procedure;

(R) the effects of unforeseen ground conditions which could not reasonably have been foreseen by an experienced contractor exercising the skill and judgement referred to in clause 4.4 prior to the commencement of the works;

(S) any loss of plant, equipment or materials in transit (whether by air, sea or over land);

(T) any impediment, delay or prevention to the carrying out of the Implementation Plan Works (whether lawful or unlawful) caused by the holder of any Third Party Right existing prior to the date of the Concession Agreement, other than those of which the Concessionaire is aware or ought reasonably to be aware as at the date of this Agreement;

(U) (other than in relation to any Third Party Rights or any rights excluded from the definition of Third Party Rights) subject to clause 4.7(c)(iii)(V), any delay in obtaining or any change in any Necessary Consents which the Concessionaire has taken all practical steps to avoid or reduce by following the procedures laid down by the relevant competent authorities; and

(V) in the case of Phase 1 only, the receipt by the High Court of any Challenge in relation to the grant of any Planning Permission or the commencement of any proceedings (including appeal proceedings) in connection with any such Challenge, provided that the extension of time (if any) to which the Concessionaire shall be entitled under this clause 4.7 on the grounds of delay to Phase 1 caused by that application or proceedings shall not in any event exceed the period of time required for the High Court or Court of Appeal to deliver a decision or determination in respect of the relevant proceedings,

provided that the specific event in question referred to in this clause 4.7(c)(iii) is not due to any act (other than one arising by virtue of compliance by the Concessionaire with its obligations under the Concession Agreement) or negligent act or omission on the part of the Concessionaire or any person for whom the Concessionaire is responsible in connection with this Concession Agreement (including any Implementation Plan Works Contractor and its sub-contractors).

(d) The Concessionaire and LLA shall as soon as reasonably practicable following the occurrence of one or more of the events set out in clause 4.7(c), subject to clauses 4.7(b) and (g), provisionally agree the period of delay to the Long-Stop Date of the affected Phase by reason of such event, being such period as may be fair and reasonable in all the circumstances.

(e) The Concessionaire and LLA shall as soon as reasonably practicable following any provisional agreement pursuant to clause 4.7(d), subject to clauses 4.7(b) and (g), agree a new date for the Long-Stop Date of the affected Phase by reason of an occurrence of any one or more of the events set out in clause 4.7(c) and as may be fair and reasonable in all the circumstances.

(f) Any dispute as to any adjustments to the Long-Stop Date for the relevant affected Phase shall be referred to the Construction Disputes Resolution Procedure which shall determine the adjustments in accordance with this clause 4.7.

(g) Notwithstanding the foregoing, no extension of time shall apply in respect of the Phase 1 Long-Stop Date if the Effective Planning Date or any Necessary Consent has not been achieved or obtained for whatever reason by [redacted] (and in that case the [redacted]), and in no circumstances shall the [redacted].

4.8 No LLA Variations

Neither LLA nor the Council shall be entitled to require a Variation of the Implementation Plan Works or otherwise vary or modify the same except with the Concessionaire's prior written consent.

4.9 No Concessionaire Variations

The Concessionaire shall not make a Variation to the Implementation Plan Works or vary the Implementation Plan, except with LLA's prior written consent.

4.10 Procurement Regulations

The Concessionaire shall in relation to the Implementation Plan Works (including the procurement of each Implementation Plan Works Contract) comply in all material respects with the Procurement Regulations.

4.11 Direct Agreement

The Concessionaire shall use all reasonable endeavours to procure that each Implementation Plan Works Contractor shall enter into an Implementation Plan Works Direct Agreement with LLA and the Concessionaire.

4.12 Meetings

The Concessionaire shall:

(a) notify LLA's Representative in writing in advance of the monthly site meetings concerning the progress or technical aspects of all Implementation Plan Works at which the Concessionaire or its representatives will be present;

(b) supply LLA's Representative with copies of any advance agenda prior to and the minutes following such meetings, if available;

(c) permit LLA's Representative to attend at such meetings and consider (but shall not be bound by) his views when taking decisions.

4.13 CDM Regulations

The Concessionaire shall comply in all material respects with the CDM Regulations in respect of the Implementation Plan Works.

4.14 Safety Precautions

The Concessionaire shall comply in all material respects with all applicable safety and security rules, regulations and restrictions in its design, access arrangements and operation of the Implementation Plan Works.

4.15 Protection of the Environment

The Concessionaire shall take all reasonable steps to protect the Environment (both on and off the Airport Site) and to limit damages and nuisance to people and property resulting from pollution, noise and other results of the Implementation Plan Works. The Concessionaire shall ensure that air emissions, surface and effluent discharges and the handling or disposal of any waste arising from the Implementation Plan Works shall be in accordance with the Law and (where appropriate) shall not exceed any values prescribed by Law.

4.16 Certificate of Substantial Completion

(a) The Concessionaire shall procure that the Concessionaire's Representative shall certify when in his opinion each Phase of the Implementation Plan Works is Substantially Completed (the "**Certificate of Substantial Completion**").

(b) Any dispute by LLA in respect of the issue of the Certificate of Substantial Completion for a Phase shall be made by notice in writing given to the Concessionaire and the Concessionaire's Representative within 10 Business Days of a copy thereof being given to LLA's Representative. If no such notice is given within such period then the Certificate of Substantial Completion shall be treated as accepted by LLA for the purposes of this Agreement. Any notified dispute shall be referred to the Construction Disputes Resolution Procedure for determination. If it is determined as a result of the reference to the Construction Disputes Resolution Procedure that the Certificate of Substantial Completion for a Phase should not have been or was not otherwise validly issued, it shall not be deemed valid for the purposes of this Agreement and in particular for the purposes of clause 9 and the Concessionaire will take steps necessary to procure the issue of a valid Certificate of Substantial Completion for that Phase and the procedures of this clause 4.16 will apply accordingly to such subsequent issue by the Concessionaire's Representative.

(c) The Concessionaire shall provide promptly a copy of the certificate referred to in clause 4.16(a) and any agreed lists of outstanding works to LLA's Representative.

(d) The Concessionaire shall give LLA's Representative reasonable notice in writing of any inspection, test or commissioning trial likely to give rise to the issue of the Certificate of Substantial Completion for a Phase, who may attend (but not give instructions at) any such inspection, test or commissioning.

4.17 As-Built Drawings

The Concessionaire shall prepare and submit to LLA "as-built drawings" of the Implementation Plan Works, showing all Implementation Plan Works as executed. The drawings shall be prepared as the Implementation Plan Works proceed. As soon as reasonably practicable after the issue of the Certificate of Substantial Completion for a Phase, the Concessionaire shall submit to LLA one full-size original copy and one printed copy of the relevant "as-built drawings" for that Phase.

4.18 Termination and Implementation Plan Works Contracts

In the event of the termination of the Concession Agreement by LLA, the Concessionaire shall assign to LLA or its nominee all rights which the Concessionaire shall then have to copy and use any and all of the design, drawings, plans, specifications and design related data relating in any way to the Implementation Plan Works (and procure any requisite third party consent to such assignment).

4.19 Construction disputes procedure

With effect from the Effective Date, Schedule 13 (*Dispute Resolution Procedure*) to the Existing Concession Agreement shall be amended as follows:

(a) in paragraph 2.1.1 of Part 1 (*Expert Determination*), the words "Part 3 of this Schedule" shall be amended to read "Part 2 of this Schedule";

(b) in paragraph 1.1 of Part 2 (*Construction Disputes Resolution Procedure*), the words "First Edition dated February 1998" shall be amended to read "Fifth Edition dated October 2011"; and

(c) in paragraph 2.1 of Part 2 (*Construction Disputes Resolution Procedure*), the words "Part 3 of this Schedule" shall be amended to read "Part 2 of this Schedule".

4.20 No Responsibility for Implementation Plan Works

The Concessionaire shall be solely responsible for:

(a) the design, engineering and specification of the Implementation Plan Works;

(b) the accuracy and completeness of the Implementation Plan, the Implementation Plan Works and the contents of Appendix Two and any design, drawing, plan, specification, data or other document prepared by or on behalf of the Concessionaire in respect of the Implementation Plan Works (including all design criteria and calculations);

(c) ensuring that the Implementation Plan Works meet the requirements and objectives of the Implementation Plan and Appendix Two and this Agreement and the applicable requirements of the Concession Agreement; and

(d) the preparation of any application for Planning Permission,

and neither LLA nor the Council shall be responsible for any error, inaccuracy or omission of any kind in the Implementation Plan, the contents of Appendix Two or any application for Planning Permission. No design, drawing, plan, specification, document, data or information received by the Concessionaire from LLA or the Council (or any person acting on their behalf), shall relieve the Concessionaire from its responsibility for the design, engineering, specification and execution of the Implementation Plan Works or the preparation of any application for Planning Permission.

4.21 Insurance

(a) The Concessionaire shall insure or cause to be insured the Implementation Plan Works (including all permanent and temporary works, materials and goods and all other things used for or intended for incorporation in the Implementation Plan Works) in the joint names of the Concessionaire, LLA, the Council, any Implementation Plan Works Contractor, subcontractors and others, against loss or damage. This insurance

shall cover loss or damage from any cause (other than Special Force Majeure Events) insofar as such insurance is readily obtainable . Such insurance shall be for the full replacement cost and shall also cover the costs of demolition and removal of debris. Such insurance shall be effected and maintained from the date of commencement until the date of completion of the Implementation Plan Works or earlier termination of the Concession Agreement.

(b) The Concessionaire shall insure against or cause to be insured liability to third parties, in the joint names of the Concessionaire, LLA, the Council, any Implementation Plan Works Contractor, subcontractors and any others, for any loss, damage, death or bodily injury which may occur to any physical property and shall include "Airside Liability" as such term is generally recognised in the Insurance industry (except things insured under clause 4.21(a)) which may arise out of the execution of the Implementation Plan Works and occurring before the anniversary of completion of the relevant Implementation Plan Works. Such insurance shall be for a limit of not less than [redacted] combined single limit for bodily injury and property damage liability per occurrence (subject to clause 4.21(d)).

(c) The Concessionaire shall insure against or cause to be insured losses and claims arising from the death or injury to any person employed by the Concessionaire, any Implementation Plan Works Contractor or any subcontractor in relation to the Implementation Plan Works in such manner that the Concessionaire, LLA and the Council are indemnified under the policy of insurance.

(d) The terms of the insurance policies to be effected or maintained under clauses 4.21(a) to (c) shall be updated and limits of cover increased as necessary by reference to the nature, size and type of works comprising the Implementation Plan Works being carried out in respect of each Phase (or relevant part thereof).

(e) The provisions of Part 1 (*Operational*) and Part 3 (*General*) of Schedule 9 (*Insurance*) to the Existing Concession Agreement shall apply with appropriate changes to the Implementation Plan Works and the insurances required to be taken out under clauses 4.21(a), (b) and (c).

5. PLANNING PERMISSION FOR IMPLEMENTATION PLAN WORKS

5.1 Application for Planning Permission

(a) The Concessionaire at its own cost shall apply for the Planning Permission for all Phases at the earliest possible date following the Effective Date and shall promptly provide to LLA a full copy of the Application.

(b) The Concessionaire may, if it appears to it to be necessary or desirable in order to obtain the Planning Permission, amend and/or withdraw and re-submit the Application.

(c) Prior to submission of an Application to the Local Planning Authority the Concessionaire shall submit to and have approved in writing by LLA the mitigation proposals for the Application, such approval not to be unreasonably withheld or delayed.

5.2 Review meetings

The parties shall meet monthly (and at any other times reasonably requested by LLA or the Concessionaire on not less than seven days' prior notice), in order to review progress with the Application.

5.3 Obligation to obtain Planning Permission

(a) The Concessionaire shall use reasonable endeavours at its own cost to procure Planning Permission for all Phases in form and substance reasonably satisfactory to the Concessionaire (including as to related Section 106 Agreements and other Statutory Agreements) as soon as reasonably possible and shall procure that Planning Permission is maintained in full force and effect at all times.

(b) Without prejudice to clauses 5.3(a) or 5.7, the Concessionaire shall diligently and continuously pursue the Application, including where the Application is subject to any Call-In, Challenge or other Planning Proceedings and including pursuing any appeal against refusal or deemed refusal of the Application. Pursuing at its own cost an Application which is subject to Call-In, Challenge or other Planning Proceedings or pursuing a Planning Appeal shall be construed as within the Concessionaire's obligation to use reasonable endeavours, unless Counsel jointly appointed by LLA and the Concessionaire advises LLA and the Concessionaire that the prospects for success in those circumstances are less than 50%, in which case the pursuit of such Planning Appeal, Challenge or other Planning Proceedings shall be at the Concessionaire's discretion.

(c) If the Concessionaire decides not to pursue the Planning Appeal, Challenge or other Planning Proceedings in circumstances where a Counsel has advised that the prospects for success are less than 50% in accordance with clause 5.3(b), the Concessionaire shall, to the extent it is necessary or desirable in order to obtain Planning Permission:

(i) amend and/or withdraw and re-submit the Application; and/or

(ii) seek to agree a Variation to the Implementation Plan Works in accordance with clause 4.9.

5.4 Statutory Period

Without prejudice to its obligations under clause 5.3, the Concessionaire may in its reasonable discretion agree in writing with the Local Planning Authority the extension of the statutory period for the giving of notice of its decision under section 8(2) of the 1990 Act but not beyond an additional period of three calendar months without the consent of the LLA (such consent not to be unreasonably withheld or delayed).

5.5 Notification of planning decisions and planning refusals

(a) The Concessionaire will notify LLA promptly following the receipt of any decision relating to the Application (together with a copy of that decision), including any Planning Refusal:

(i) made by the Local Planning Authority, the Secretary of State (or an inspector acting on his authority), a court or any other competent authority; and

(ii) whether resulting from the Application (whether original, amended or resubmitted), the making of a Planning Appeal and/or any Planning Proceedings or otherwise,

(a "**Planning Decision**").

(b) Following receipt of a Planning Refusal from the Secretary of State, the Concessionaire shall notify LLA promptly of whether the Concessionaire proposes to commence Planning Proceedings against the Secretary of State or to proceed pursuant to clause 5.1(b).

(c) The Concessionaire shall notify LLA promptly of the Concessionaire being notified of or otherwise becoming aware of any Planning Proceedings, including any Planning Proceedings commenced by a third party.

5.6 Effective Planning Date

The Concessionaire shall notify LLA promptly when it considers that the Effective Planning Date has been achieved. Any dispute as to whether an Effective Planning Date has occurred shall be referred to the Disputes Procedure.

5.7 Statutory Agreements

(a) The Concessionaire shall be responsible for diligently negotiating any Section 106 Agreement and any other Statutory Agreement required as a condition of Planning Permission for all Phases, in consultation with LLA, provided that neither the Concessionaire nor LLA shall be obliged to enter into any Section 106 Agreement or other Statutory Agreement which is not in form and substance reasonably satisfactory to it.

(b) LLA shall not be obliged to enter into any Section 106 Agreement or other Statutory Agreement which requires LLA to agree to any financial commitment (except to the extent of a reasonable financial commitment which may be approved in writing by it in its discretion in relation to a Section 106 Agreement or a Highways Agreement), to enter into any obligation to carry out any works or services or to assume any actual or contingent liability.

(c) The Concessionaire shall not be obliged to enter into any Section 106 Agreement or any Highways Agreement which requires the Concessionaire to agree to any financial commitment, to enter into any obligation to carry out any works or to assume any actual or contingent liability thereunder (in each case, other than as part of the Implementation Plan Works) where:

(i) the cost of the same (when aggregated with the cost of any Community Infrastructure Levy payable by the Concessionaire in respect of the Planning Permission) would exceed in aggregate [redacted] unless the excess cost is paid or agreed to be paid by a person other than a member of the London Luton Airport Group; or

(ii) any obligation to carry out works would extend beyond the end of the Concession Period.

(d) If the costs referred to in clause 5.7(c)(i) would exceed [redacted] and the excess amount is not assumed by a person other than a member of the London Luton Airport Group, and as a result the Concessionaire is unable to carry out and complete the Implementation Plan Works, then (without prejudice to any other rights or remedies of LLA, including its rights under clause 9.1(b) the Concessionaire shall be released from its payment obligations under clause 9.1(a).

5.8 No restriction on Council's statutory powers

For the avoidance of doubt, the Council shall have no obligation under the Concession Agreement to promote or assist in obtaining the Planning Permission and (without prejudice to the generality of clause 5.3 of the Existing Concession Agreement) nothing (whether in the Concession Agreement or otherwise) shall be construed as fettering, limiting, restricting or prejudicing in any way the discretions, rights, duties or powers of the Council in relation to the exercise of any statutory function, including its function as Local Planning Authority.

6. FORCE MAJEURE EVENTS AND DISCRIMINATORY EVENTS

6.1 Relief from obligations

Subject to clauses 6.2, 6.3 and 6.4, the Concessionaire shall not be responsible for any failure to perform any of its obligations under clause 4 (other than clauses 4.2(b), 4.2(c), 4.2(d), 4.7, 4.19, 4.20 and 4.21) and clause 5 (other than clauses 5.4 and 5.8) nor shall there be a Concessionaire Event of Default under clause 18 of the Existing Concession Agreement if, and to the extent that, such failure is caused by or is due to any Force Majeure Event or any Discriminatory Event.

6.2 Mitigation and prevention measures

(a) The Concessionaire shall use all reasonable endeavours to mitigate and minimise the effects of any Force Majeure Event on the performance of its obligations under clauses 4 and 5 and to restore normal operations as soon as reasonably practicable after the occurrence of a Force Majeure Event.

(b) The Concessionaire shall notify LLA as soon as reasonably practicable of the occurrence of any Force Majeure Event.

(c) The Concessionaire shall to the extent that it would be reasonably practicable to do so take steps to prevent the occurrence or re-occurrence of any Force Majeure Event.

(d) Subject to clause 5.8, the Concessionaire, the Council and LLA shall jointly use all reasonable endeavours to mitigate and minimise the effects of any Discriminatory Event (other than a Council Discriminatory Event) on the performance of the obligations of the Concessionaire under clauses 4 and 5 (in either case, other than those clauses excluded under clause 6.1) and to restore normal operations as soon as reasonably practicable after the occurrence of a Discriminatory Event.

(e) The Council, LLA and the Concessionaire shall notify one another as soon as reasonably practicable after one or the other becomes aware of the occurrence of any Discriminatory Event.

6.3 Long-Stop Dates

The Concessionaire shall only be entitled to an extension of time in respect of any Long-Stop Date to the extent expressly permitted under clause 4.7 (*Extension of time*), and not under this clause 6, and, for the avoidance of doubt, this clause 6 shall not affect the application of clause 4.7(g).

6.4 Financing the Implementation Plan Works

The Concessionaire shall have no entitlement to any relief under clause 6.1 to the extent that its failure to perform its obligations results from the Concessionaire's inability to obtain and/or maintain financing for the Implementation Plan Works.

7. NO FINANCIAL ASSISTANCE

The Concessionaire shall be solely responsible for procuring or obtaining any finance required for or in connection with implementing the Implementation Plan Works and:

(a) neither LLA nor the Council shall have any obligation or liability in respect of any financing or for providing any other financial support or assistance for the Implementation Plan Works, except (in relation to LLA) to the extent LLA may otherwise agree, in its discretion, to make a reasonable financial contribution in relation to the Section 106 Agreement or any Highways Agreement;

(b) neither LLA nor the Council shall be obliged to make available any additional land to facilitate the Implementation Plan Works; and

(c) notwithstanding the provisions of clause 36.2 of the Existing Concession Agreement, neither LLA nor the Council shall be under any obligation to enter into any funders' direct agreement in connection with the financing of the Implementation Plan Works.

8. REVIEW OF ECONOMIC AND COMMERCIAL VIABILITY

If the parties agree that the commercial and economic conditions prevailing at any relevant time after Substantial Completion of Phase 1 call into question the appropriateness of a Phase at that time, to the extent it is lawful to do so, LLA and the Concessionaire may (but shall not be obliged to) negotiate and agree upon a compromise amount (not to exceed the relevant amount specified in clause 9.1(a)(ii) or (iii)) and upon payment by the Concessionaire of any amount so agreed to LLA in full, the Concessionaire shall be released from its obligation to execute the relevant agreed elements of the Implementation Plan Works in respect of that Phase and LLA shall waive its rights under clause 9.1(a) in respect of those agreed elements of the Phase.

9. ADDITIONAL TERMINATION EVENTS

9.1 Phase Long-Stop Dates

If, for any reason whatsoever (including not obtaining Planning Permission or not achieving the Effective Planning Date), the Concessionaire has not achieved Substantial Completion and the issue of a valid Certificate of Substantial Completion in respect of any Phase (the "**Relevant Phase**") by its applicable Long-Stop Date (each a "**Relevant Long-Stop Date**"), then:

(a) the Concessionaire shall pay to LLA within 60 Business Days of the Relevant Long-Stop Date, the following amounts:

(i) in the case of a failure to achieve Substantial Completion and the issue of a Certificate of Substantial Completion in respect of [redacted];

(ii) in the case of a failure to achieve Substantial Completion and the issue of a Certificate of Substantial Completion in respect of [redacted]; and

(iii) in the case of a failure to achieve Substantial Completion and the issue of a Certificate of Substantial Completion in respect of [redacted] (Indexed),

and the parties acknowledge that each of the above amounts constitutes a genuine pre-estimate of the losses (including loss of expected Concession Fee revenues) that would be suffered by LLA as a result of the Concessionaire's failure to complete the Relevant Phase by the Relevant Long-Stop Date, based on the Airport capacity that each Phase is projected to achieve by LLA; and

(b) in addition, LLA shall (at its option) be entitled to terminate the Concession Agreement by giving, within 90 Business Days of the Relevant Longstop Date (or, where the failure to achieve Substantial Completion of the Relevant Phase by that date is disputed, within 90 Business Days of the date that the dispute is finally resolved), not less than 12 months' and no more than 18 months' notice in writing to the Concessionaire (which notice shall be irrevocable). Any failure to exercise such right in respect of a Relevant Phase shall not prevent LLA from exercising it in relation to any other Phase.

9.2 Compensation for termination

(a) If LLA exercises its right to terminate the Concession Agreement in accordance with clause 9.1(b), the Council and LLA jointly and severally agree to pay to the Concessionaire an amount equal to:

(i) a Termination Payment calculated in accordance with Part 2 (*Termination pursuant to Clause 17.2*) of Schedule 14 (*Termination Schedule*) to the Existing Concession Agreement, provided that for the purpose of calculating the Full Equity Amount in the case of a termination following failure to achieve Substantial Completion, and the issue of a Certificate of Substantial Completion, in respect of [redacted];

LESS

(ii) in the case of a failure to achieve Substantial Completion and the issue of a Certificate of Substantial Completion in respect of [redacted] (after deducting any amount irrevocably paid to LLA under clause 9.1(a)(i));

(iii) in the case of a failure to achieve Substantial Completion and the issue of a Certificate of Substantial Completion in respect of [redacted] (after deducting any amount irrevocably paid to LLA under clause 9.1(a)(ii)); and

(iv) in the case of a failure to achieve Substantial Completion and the issue of a Certificate of Substantial Completion in respect of [redacted] (Indexed) (after deducting any amount irrevocably paid to LLA under clause 9.1(a)(iii)),

(the net amount being referred to as the "**Relevant Termination Amount**").

(b) The Relevant Termination Amount shall be payable by LLA to the Concessionaire within 10 Business Days of the later of the Termination Date and the date on which the Relevant Termination Amount is agreed or determined pursuant to the Disputes Procedure, provided that interest shall accrue at the Concessionaire Borrowing Rate (compounded quarterly) on the Relevant Termination Amount from the Termination Date`.

(c) Termination by LLA pursuant to clause 9.1(b) shall not take effect until the Relevant Termination Amount has been paid by LLA to the Concessionaire in full.

(d) If, by a date one month after the date the Relevant Termination Amount is due, the Relevant Termination Amount has not been paid in full, the Concessionaire may, by notice to LLA and the Council in writing, cancel such termination, in which case the Concession Period shall continue and any right of LLA under clause 9.1(b) shall cease and determine.

9.3 Termination upon termination of the Concession Agreement

(a) Upon termination of the Concession Agreement for any reason, this Agreement shall immediately terminate and, unless expressly provided otherwise in this Agreement, the obligations of the parties hereunder shall cease.

(b) Termination of the Concession Agreement and this Agreement shall not affect the rights of LLA and the Concessionaire under this Agreement accruing prior to such termination.

9.4 Survival

The provisions of clauses 9.2 and 9.3 shall survive the termination of this Agreement.

10. DEVELOPMENT STRATEGY

10.1 Development Strategy and Implementation Plan Works

Save as may otherwise be agreed with LLA, the Development Strategy must at all times be consistent with the Implementation Plan and the carrying out of the Implementation Plan Works.

10.2 Business Plan

Save as may otherwise be agreed with LLA, the Business Plan shall incorporate the Implementation Plan and must at all times be consistent with the implementation of the Implementation Plan Works.

11. FINANCING FOR THE IMPLEMENTATION PLAN WORKS

11.1 Financing Development Strategy Works

Clause 43 of the Existing Concession Agreement shall be deleted as of the Effective Date.

11.2 Approval of Financing

(a) The Concessionaire may (but shall not be obliged to) procure the approval of LLA to any financing or refinancing for the Implementation Plan Works.

(b) The Concessionaire shall act in good faith and shall not (and shall procure that every member of the London Luton Airport Group shall not) conduct the Airport Business with the deliberate intention of artificially maximising any amount of compensation (including the Senior Funding Amount) payable by LLA or the Council to the Concessionaire pursuant to Schedule 14 (*Termination Schedule*) to the Existing Concession Agreement and/or this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1 Concessionaire's and Guarantor's representations

Each of the Guarantor and the Concessionaire, for the benefit of each of LLA and the Council, represents and warrants that:

(a) it has full power and authority to enter into and perform, and has taken all necessary corporate, shareholder or other action to authorise the entry into and performance of, this Agreement and the transactions contemplated under it;

(b) the obligations assumed by it under this Agreement constitute its legal, valid and binding obligations, and as such are enforceable in accordance with their terms;

(c) the entry into and performance by it of this Agreement and the transactions contemplated by it do not and will not at any time and in any material respect conflict with any agreement or document which is binding upon it or any of its assets;

(d) all information provided to LLA and/or the Council prior to the date hereof in connection with the Implementation Plan Works is true and accurate in all material respects and no facts or circumstances have been omitted which make it misleading in any material respect; and

(e) no Concessionaire Event of Default has occurred prior to the date hereof, nor at the date hereof are there any circumstances which have arisen which are reasonably likely to result in the occurrence of a Concessionaire Event of Default.

The Concessionaire and the Guarantor acknowledge that, in entering into this Agreement, LLA and the Council have relied fully on the representations and warranties set out in this clause 12.1 and have been induced by them to enter into this Agreement.

12.2 LLA's and the Council's representations

Each of LLA and the Council, for the benefit of each of the Concessionaire and the Guarantor, represents and warrants that:

(a) it has full power and authority to enter into and perform, and has taken all necessary action (including in the case of LLA, all relevant corporate and shareholder action) to authorise the entry into and performance of, this Agreement and the transactions contemplated under it;

(b) the obligations assumed by it under this Agreement constitute its legal, valid and binding obligations, and as such are enforceable in accordance with their terms; and

(c) the entry into and performance by it of this Agreement and the transactions contemplated by it do not and will not at any time and in any material respect conflict with any agreement or document which is binding upon it or any of its assets.

The Council and LLA acknowledge that, in entering into this Agreement, the Concessionaire and the Guarantor have relied fully on the representations and warranties set out in this clause 12.2 and have been induced by them to enter into this Agreement.

13. REVERSIONARY LEASES

13.1 Grant

(a) On the Effective Date:

(i) the Council will grant and LLA will accept the Reversionary Headlease; and

(ii) the Council, LLA and the Concessionaire will enter into the Supplemental Deed; and

(b) On 18 August 2028 (or, if earlier, within 20 Business Days of written notice by the Concessionaire to LLA), LLA and the Council will grant and the Concessionaire will accept the Reversionary Leases.

13.2 Failure to complete Reversionary Leases

If for any reason (other than any act or omission by LLA or the Council) the Concessionaire does not enter into the Reversionary Leases in accordance with clause 13.1(b), this shall constitute a material breach of the Concession Agreement by the Concessionaire for the purposes of clause 18.5 (*Breach of Other Obligations*) of the Concession Agreement and, notwithstanding the provisions thereof, the period allowed for the remedy of that material breach shall be limited to 30 days.

13.3 Concession Fee

Notwithstanding any failure to complete the Reversionary Leases in accordance with clause 13.1(b) and without prejudice to clause 13.2, the Concessionaire shall pay the Concession Fee from time to time as determined under clause 16.1 of the Concession Agreement commencing on 20 August [redacted].

13.4 LTA 1954

(a) The Council served on LLA a notice dated 10 July 2012 in accordance with Section 38A(3)(a) of the Landlord & Tenant Act 1954 and a statutory declaration dated 19 July 2012 was made on behalf of LLA in accordance with paragraph 4 of Schedule 2 to the Regulatory Reform (Business Tenancies) (England & Wales) Order 2003; and

(b) LLA served on the Concessionaire a notice dated 30 July 2012 in accordance with Section 38A(3)(a) of the Landlord and Tenant Act 1954 and a statutory declaration dated 30 July 2012 was made on behalf of the Concessionaire in accordance with paragraph 4 of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

(c) LLA and the Concessionaire agree that the Concessionaire will not enjoy security of tenure under the Reversionary Leases and, if necessary, will follow such additional procedures as may be prescribed or permitted by law so as to exclude the Concessionaire's right of security of tenure under the Reversionary Leases.

13.5 Post 2028 Tenants

LLA and the Concessionaire will each use their respective reasonable endeavours to enter into agreements with each of the Post 2028 Tenants as soon as practicable after the grant of the Reversionary Leases:

(a) so as to vary the [redacted] Agreements so that, subject to the terms of the relevant [redacted] Agreement, the Concessionaire will [redacted]; and

(b) so as to oblige LLA to grant a Subsequent Lease to the relevant Post 2028 Tenant for a term commencing immediately after the expiry of the Reversionary Leases and expiring on the relevant Term End Date,

and the Concessionaire will also use its reasonable endeavours to procure that a Subsequent Lease granted by the Concessionaire (as opposed to granted by LLA) is excluded from the provisions of Part 2 of the Landlord and Tenant Act 1954, but the refusal of a Post 2028 Tenant to agree that Part 2 of the Landlord and Tenant Act 1954 be excluded from a Subsequent Lease granted by the Concessionaire shall not preclude the grant of a Subsequent Lease by the Concessionaire to that Post 2028 Tenant.

14. MISCELLANEOUS

14.1 Guarantee and indemnity

The Guarantor hereby acknowledges, confirms, agrees and undertakes that its obligations under clause 46 (*Guarantee and Indemnity*) of the Existing Concession Agreement shall apply to the Existing Concession Agreement as amended, varied and supplemented by this Agreement.

14.2 Continuity

The Existing Concession Agreement shall, as amended by this Agreement, continue in full force and effect.

14.3 Further Assurance

Each party shall, at its own expense, execute and deliver any document and do any act or thing necessary or desirable to confirm or establish the validity and enforceability of this Agreement.

14.4 Third party rights

The parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

14.5 Entire agreement

(a) This Agreement and the other Concession Documents together constitute the entire agreement and understanding between the parties in respect of the matters dealt with therein.

(b) Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement.

(c) Nothing in this clause 14.5 shall operate to exclude any liability for fraud or fraudulent misrepresentation.

14.6 Costs and expenses

Each party shall pay and bear its own costs, fees and expenses (including legal fees) in relation to the negotiation and execution of this Agreement.

14.7 Provisions incorporated by reference

The provisions of clauses 37.2 (*Waivers*), 37.5 (*Partial Invalidity*), 37.12 (*Disputes*), and 37.15 (*Consents and Waivers*) of the Existing Concession Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Concession Agreement" referred to this Agreement.

14.8 Counterparts

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and which shall have effect as if the signatures on the counterparts were on a single copy of this Agreement.

14.9 No Waiver of Defaults

Neither entering into this Agreement, nor the occurrence of the Effective Date, shall have the effect of waiving any Concessionaire Event of Default or any breach of the Existing Concession Agreement on the part of the Concessionaire or the Guarantor, or any rights or remedies of LLA or the Council in respect thereof.

14.10 Governing Law and Jurisdiction

(a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

(b) Subject to the provisions of clause 37.12 (*Disputes*) of the Existing Concession Agreement incorporated herein by reference, each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as a deed on the date and year first before written.

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **THE COUNCIL OF THE BOROUGH OF LUTON** by the affixing of its common seal in the presence of:))) *SEAL*

Signature .....

Name (block capitals) .....
Chief Executive

Signature .....

Name (block capitals) .....
Deputy Chief Executive /Director of Finance

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **LONDON LUTON AIRPORT LIMITED**:)))

Signature .....

Name (block capitals) .....
Director

Signature .....

Name (block capitals) .....
Secretary/Director

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **LONDON LUTON AIRPORT OPERATIONS LIMITED**:	)	Signature .....
		Name (block capitals) ..... **Director**
		Signature .....
		Name (block capitals) ..... **Secretary/Director**

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **LONDON LUTON AIRPORT GROUP LIMITED**:	)	Signature .....
		Name (block capitals) ..... **Director**
		Signature .....
		Name (block capitals) ..... **Secretary/Director**

APPENDIX ONE: IMPLEMENTATION PLAN

APPENDIX TWO: IMPLEMENTATION PLAN WORKS

Appendix TWO
IMPLEMENTATION PLAN WORKS

[redacted] A passenger screening facility with 20 security lanes plus sufficient queuing space (assuming the current security regime and technology) will be located on the ground floor adjacent to the check-in hall and entrance lobby [redacted]

[redacted]

- Infills to the north pier of approximately 1,360 sq.m gross to be provided to accommodate an additional two departure gates and sufficient circulation space for necessary pre-boarding.
- An infill to the existing north pier walkway to provide one additional departure gate and sufficient circulation space for necessary pre-boarding.

[redacted]

Proposed Hardstanding Area	
[redacted]	
South Apron	6 Code C stands capable of serving up to A321-200
[redacted]	

[redacted]

[redacted]

5. **Car Parking**

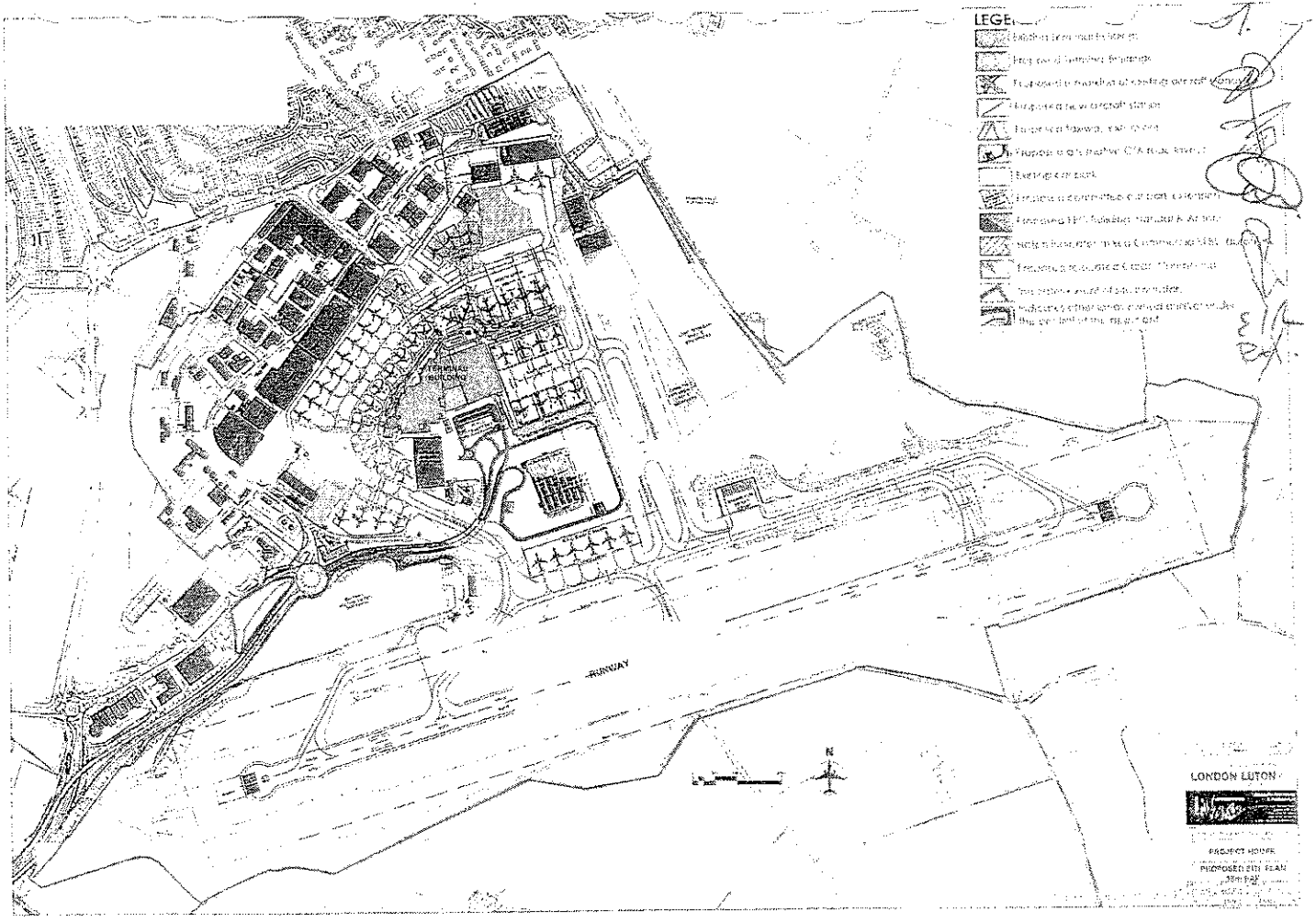
A new multi-storey car park providing 1,500 to 1,800 car park spaces will be built and provided for short and medium stay purposes in close proximity to the central terminal area.

A new area of Long term Parking, adjacent to the current Long Term Car Parking area will be added providing a further 980 spaces.

6. **Surface Access**

Airport Way will be improved to provide a dual carriageway running from the whole of its length between Percival Way and the main airport roundabout access. As part of these works access to the mid-stay car park will be provided.

[redacted]


LEGE
TERMINAL BUILDING
RUNWAY
N
LONDON LUTON
PROJECT HOUSE
PROPOSED SITE PLAN

APPENDIX THREE

PART ONE: REVERSIONARY HEADLEASE

DATED 2012

(1) THE COUNCIL OF THE BOROUGH OF LUTON

-and -

(2) LONDON LUTON AIRPORT LIMITED

REVERSIONARY LEASE

of

Land adjoining London Luton Airport, Luton,
Bedfordshire

Term: 22 August 2028 to 2 April 2031

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APPENDIX 1 - CURRENT LEASE

LR1 Date of lease	
LR2 Title number(s)	**LR2.1 Landlord's title number(s)** BD204165 **LR2.2 Other title numbers** BD216008
LR3 Parties to this lease	**Landlord** **THE COUNCIL OF THE BOROUGH OF LUTON** of the Town Hall, Luton, LU1 2BQ **Tenant** **LONDON LUTON AIRPORT LIMITED** (company number 2020381 England) whose registered office is at the Town Hall Luton LU1 2BQ **Other parties** Not applicable
LR4 Property	**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail** The property defined in the Current Lease as the **"Leased Property"** being all that property adjoining London Luton Airport comprising approximately 39.5 acres and registered at the Land Registry at the date hereof under title number BD216008
LR5 Prescribed statements etc	**LR5.1** None **LR5.2** Not applicable
LR6 Term for which the Property is leased	The term specified in clause 2
LR7 Premium	None
LR8 Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9 Rights of acquisition etc	**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land** None

	LR9.2 Tenant's covenant to (or offer to) surrender this lease The terms specified in clause 5.1 of the Current Lease **LR9.3 Landlord's contractual rights to acquire this lease** None
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11 Easements	**LR11.1 Easements granted by this lease for the benefit of the Property** The rights granted or reserved (if any) by the Current Lease **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** The rights granted or reserved (if any) by the Current Lease
LR12 Estate rent charge burdening the Property	None
LR13 Application for standard form of restriction	None
LR14 Declaration of trust where there is more than one person comprising the Tenant	None

THIS LEASE is made on the date set out in clause LR1 of the Prescribed Clauses **BETWEEN** the Landlord and the Tenant respectively named in clause LR3 of the Prescribed Clauses.

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this lease (except where the contrary is stated) the terms set out in the Prescribed Clauses and in this clause 1.1 shall have the respective meanings given there and:

"Prescribed Clauses" mean the part of this lease comprising clauses LR1 to LR14 and situated immediately after the contents list;

"Current Lease" means the lease dated 20 August 1998 made between (1) the Landlord and (2) the Tenant by which the Property was demised for a term of 30 years and 2 days from 20 August 1998, a copy of which is attached to this lease at appendix 1;

"Rent" means the annual rent payable under the Current Lease immediately before the expiration of the term granted by the Current Lease.

1.2 References in this lease to "this lease" include (unless expressly stated to the contrary) any document supplemental to or collateral with this lease or entered into in accordance with this lease except the Current Lease.

1.3 Defined terms in this lease shall bear the meanings attributed to them in the Current Lease unless specifically stated to the contrary.

2. DEMISE

The Landlord demises the Property to the Tenant excepting and reserving the rights reserved in clause 2.1 of the Current Lease to hold for the term of years commencing on and including 22 August 2028 and expiring on 2 April 2031 yielding and subject to the provisions for earlier termination contained herein the Tenant paying throughout the Term without any deductions of any nature whatsoever or set off:

2.1 the Rent by equal quarterly payments to be paid in advance on the usual quarter days in every year the first such payment or a due proportion of it to the day immediately preceding the next following rent payment date becoming due on the commencement of the Term PROVIDED THAT if the rent payable in any year shall exceed the net annual income of the Tenant (here meaning London Luton Airport Limited only) in any year then the difference between the Rent and such net annual income shall be deferred until the net annual income of the Tenant shall be sufficient to allow payment of such shortfall and which shall be paid in such circumstances as soon as possible together with interest as stipulated in clause 3.1.1 of the Current Lease;

2.2 any other monies payable under this Lease.

3. TERMS OF THIS LEASE

This lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Current Lease except as to the term of years granted and except as modified in the Schedule so that this lease is to be construed and take effect as if those terms covenants provisos and conditions were except as above repeated in this lease in

full with such modifications only as are necessary to make them applicable to this demise and the parties to this lease.

4. COVENANTS

4.1 Rent

The Tenant covenants with the Landlord to pay the reserved rent at the times and in the manner aforesaid.

4.2 General Covenants

4.2.1 The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on its part contained in the Current Lease as modified as above.

4.2.2 The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on its part contained in the Current Lease as modified as above.

4.3 Registration

The Tenant covenants with the Landlord to procure promptly and at its own expense that it becomes registered at the Land Registry as proprietor of this lease and that any rights granted and reserved by this lease are properly noted against the affected titles and as soon as practicable after such registration to provide the Landlord with an official copy of the register relating to title created by this lease showing itself registered as proprietor.

4.4 Removal of registrations

The Tenant covenants with the Landlord that on the expiry or sooner determination of the term of years created by this lease it will promptly and at its own expense close the registered title relating to this lease and cancel any note of it made in any other title.

5. EXCLUSION OF SECURITY OF TENURE

5.1 Under section 38A(1) of the 1954 Act, the parties agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this lease.

5.2 Before the Tenant became contractually bound to enter into the tenancy created by this lease:

5.2.1 the Landlord served notice (**"Notice"**) referred to in section 38A(3)(a) of the 1954 Act on the Tenant in relation to the tenancy created by this lease; and

5.2.2 the Tenant or a person duly authorised by the Tenant made the statutory declaration (**"Declaration"**) referred to in paragraph 4 of schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 in relation to the Notice.

5.3 Where the Declaration was made by a person other than the Tenant, the Tenant confirms that the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

5.4 In all respects relevant to the agreement to exclude security of tenure the form of this lease is the same as that which was in the parties' contemplation at the time of service of the Notice.

6. NEW LEASE

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 section 1.

7. EXCLUSION OF RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this lease shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

SCHEDULE 1: MODIFICATIONS TO THE CURRENT LEASE

1. Clause 1.1 of the Current Lease applies to this lease except to the extent as modified below:

1.1 **"Base Figure"** means the Index figure for the month preceding the 20 August 2024 in respect of which the Index figure has most recently been produced.

1.2 **"Concession Agreement"** means the concession agreement referred to and as varied by the Supplemental Agreement of even date herewith and made between (1) the Landlord (2) the Tenant (3) London Luton Airport Operations Limited and (4) London Luton Airport Group Limited as may be varied or supplemented from time to time.

1.3 **"Rent Review Date"** means 22 August 2028.

1.4 **"Review Period"** means the period beginning on the Rent Review Date and ending on the last day of the Term.

1.5 The form of the draft underlease referred to in the definition of Underlease shall be substituted by the draft reversionary underlease attached to this lease at appendix 2.

1.6 The following definitions are to be omitted from clause 1.1 of the Current Lease:

"Option" and **"Option Period"**

2. Clause 2.2, 3.6.2 and 5.2 of the Current Lease shall be deleted.

3. In clause 3.7 the words "or to such party who acquires the benefit of the Option in accordance with its terms and the terms of the Concession Agreement" shall be deleted.

4. Clause 5.1.4 shall be deleted and replaced with the following:

"If the term of years granted by the Current Lease is determined or surrendered under the provisions contained in clause 5.1 of the Current Lease then this lease shall be absolutely void".

Executed as a deed, but not delivered until the)
first date specified on page 1, by affixing the)
Common Seal of **THE COUNCIL OF THE**)
BOROUGH OF LUTON in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

Executed as a deed, but not delivered until the first date specified on page 1, by **LONDON LUTON AIRPORT LIMITED** acting by two directors or one director and the company secretary:)

Signature .....

Name (block capitals) .....
Director

Signature .....

Name (block capitals) .....
Secretary/Director

PART TWO: REVERSIONARY LEASES

CTBI abertis airports

LONDON LUTON

Reversionary Lease

of London Luton Airport

The following Clauses LR1 - LR14 (inclusive) are clauses prescribed by the Land Registration Rules 2003 for leases registrable at the Land Registry. They are an integral part of this Lease.

LR1. Date of Lease:

LR2. Title numbers

LR2.1 Landlord's title numbers: BD200841 and BD180578

LR2.2 Other title numbers: BD206048

LR3. Parties to this Lease

Landlord

London Luton Airport Limited, company registration number 02020381, whose registered office is at The Town Hall Luton LU1 2BA

Council

The Council of the Borough of Luton of The Town Hall Luton LU1 2BA

Tenant

London Luton Airport Operations Limited, company registration number 03491213, whose registered office is at TBI House, 72-104 Frank Lester Way, London Luton Airport, Luton, LU2 9NQ

LR4. Property

The Property is the Leased Property as defined in the Existing Lease.

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003

None

LR5.2 This lease is made under, or by reference to, the provisions of:

None of the statutes referred to in prescribed clause LR5.2

LR6. Term for which the Property is leased

The Term is

From and including: 20 August 2028

To and including: 31 March 2031

subject to earlier termination as provided in this Lease.

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this Lease

This lease contains a provision that restricts or prohibits dispositions. .

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or to offer to) surrender this Lease

The terms specified in clause 5.1 of the Existing Lease

LR9.3 Landlord's contractual rights to acquire this Lease

None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The rights granted or reserved (if any) by the Existing Lease

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The rights granted or reserved (if any) by the Existing Lease

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

1 Definitions

In this Lease the following expressions have the following meanings:

1.1 **Existing Lease:** a lease dated 20 August 1998 made between (1) the Landlord (2) the Council (3) the Tenant (a copy of which is attached to this lease at appendix 1) as varied by a Supplemental Deed dated 2012 and made between the same parties as are party to this Lease.

1.2 **Incorporated Terms:** all of the terms, requirements, covenants and conditions contained in the Existing Lease except to the extent that they are inconsistent with the clauses written in this Lease including:

1.2.1 the definitions and rules of interpretation in the Existing Lease (except the definition of Occupational Leases, which is replaced with the definition in clause 1.4 of this Lease);

1.2.2 the agreements and declarations contained in the Existing Lease;

1.2.3 the rights granted and reserved by the Existing Lease; and

1.2.4 the third party rights, restrictions and covenants affecting the Property;

but excluding:

1.2.5 any covenants excluded from the Landlord's Covenants and the Tenant's Covenants by this Lease; and

1.2.6 as provided in clause 7.

1.3 **Landlord's Covenants:** covenants which are the same as the landlord's covenants under the Existing Lease, as they had effect immediately before the grant of this Lease, except any covenant to the extent that it has become spent by the time this Lease is granted.

1.4 **Occupational Leases:** any lease or tenancy granted out of the Leased Property that is subsisting as at 20 August 2028 including, without limitation:

1.4.1 such of those leases listed in the Schedule to this Lease as are subsisting as at 20 August 2028; and

1.4.2 any lease or tenancy the term of which expired before 20 August 2028 but the tenant thereunder is holding over as at 20 August 2028, whether pursuant to Part 2 of the Landlord and Tenant Act 1954 or otherwise.

1.5 **Rent:** has the same meaning as it has in the Existing Lease.

1.6 **Supplemental Agreement:** an agreement dated on 2012 and made between the same parties as are party to this Lease that is supplemental to and varies the Concession Agreement.

1.7 **Tenant's Covenants:** covenants which are the same as the tenant's covenants under the Existing Lease, as they had effect immediately before the grant of this Lease, except:

1.7.1 the obligation to pay the Rent reserved by the Existing Lease; and

1.7.2 any covenant to the extent that it has become spent by the time this Lease is granted.

2 Grant

2.1 The Landlord lets the Property to the Tenant for the Term defined in clause LR6.

2.2 This Lease is granted subject to, and with the benefit of, the Occupational Leases.

3 Exclusion of 1954 Act

3.1 In this clause **Order** means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

3.2 The Landlord and the Tenant have agreed that sections 24 to 28 of the Landlord and Tenant Act 1954 shall not apply to the tenancy created by this Lease.

3.3 The Landlord has served a notice on the Tenant in the form or substantially the form set out in Schedule 1 of the Order before the declaration referred to in the next sub-clause.

3.4 Timothy Clark duly authorised by the Tenant so to do has made a statutory declaration in the form or substantially the form set out in paragraph 8 of Schedule 2 of the Order on July 2012.

3.5 The terms of this Lease were agreed by the Landlord and Tenant prior to the date when the notice referred to in clause 3.4 was served on the Tenant and prior to the entering into of the Supplemental Agreement.

4 Rights and reservations

4.1 The matters excepted and reserved by the Existing Lease for the benefit of the landlord are excepted and reserved for the benefit of the Landlord by this Lease.

4.2 The rights granted by the Existing Lease for the benefit of the tenant are granted for the benefit of the Tenant by this Lease.

5 Rent

5.1 The Tenant shall pay the Rent as provided in the Existing Lease but so that the Rent payable in respect of the first Reporting Period (as defined in the Concession Agreement) shall be paid on the first Concession Fee Payment Date (as defined in the Concession Agreement) after the commencement of the Term.

6 Covenants

6.1 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants and with any other Incorporated Terms that the Tenant ought to comply with.

6.2 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants and with any other Incorporated Terms that the Landlord ought to comply with.

6.3 The Council covenants with the Tenant that it will comply with its obligations contained in Clause 4 of the Existing Lease (which are Incorporated Terms).

7 Other terms

7.1 This Lease includes the Incorporated Terms as if they were set out in full in this Lease except as follows:

7.1.1 the First Schedule to the Existing Lease is replaced with the Schedule to this Lease; and

7.1.2 Clauses 5.2 and 5.7 of the Existing Lease are not Incorporated Terms.

7.2 This Lease will be null and void and of no effect if the Existing Lease terminates prior to 20 August 2028 for any reason.

SCHEDULE

[redacted]

EXECUTED as a **DEED** (but not delivered until the date hereof) by **London Luton Airport Limited** acting by

.....

Director

.....

Director / Secretary

EXECUTED as a **DEED** (but not delivered until the date hereof) by affixing the Common Seal of **The Council of The Borough of Luton** in the presence of

.....

Authorised signatory

.....

Authorised signatory

EXECUTED as a **DEED** (but not delivered until the date hereof) by **London Luton Airport Operations Limited** acting by:

.....

Director

.....

Director / Secretary

TBI abertis airports

LONDON LUTON

Reversionary Lease

of part of the long stay car park and adjacent land at London Luton Airport

The following Clauses LR1 - LR14 (inclusive) are clauses prescribed by the Land Registration Rules 2003 for leases registrable at the Land Registry. They are an integral part of this Lease.

LR1. Date of Lease:

LR2. Title numbers

LR2.1 Landlord's title number: To be allocated

LR2.2 Other title numbers: BD216008

LR3. Parties to this Lease

Landlord

London Luton Airport Limited, company registration number 02020381, whose registered office is at The Town Hall Luton LU1 2BA

Council

The Council of the Borough of Luton of The Town Hall Luton LU1 2BA

Tenant

London Luton Airport Operations Limited, company registration number 03491213, whose registered office is at TBI House, 72-104 Frank Lester Way, London Luton Airport, Luton, LU2 9NQ

LR4. Property

The Property is the Leased Property as defined in the Existing Lease.

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003

None

LR5.2 This lease is made under, or by reference to, the provisions of:

None of the statutes referred to in prescribed clause LR5.2

LR6. Term for which the Property is leased

The Term is

From and including: 20 August 2028

To and including: 31 March 2031

subject to earlier termination as provided in this Lease.

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this Lease

This lease contains a provision that restricts or prohibits dispositions.

LR9. Rights of acquisition etc

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or to offer to) surrender this Lease

The terms specified in clause 5.1 of the Original Lease

LR9.3 Landlord's contractual rights to acquire this Lease

None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The rights granted or reserved (if any) by the Existing Lease

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The rights granted or reserved (if any) by the Existing Lease.

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

1 Definitions

In this Lease the following expressions have the following meanings:

1.1 **Existing Lease:** a lease dated 25 February 1999 made between (1) the Landlord (2) the Council (3) the Tenant as varied by a deed of variation dated 2012 and made between the same parties as are party to this Lease.

1.2 **Incorporated Terms:** all of the terms, requirements, covenants and conditions contained in the Existing Lease except to the extent that they are inconsistent with the clauses written in this Lease including:

1.2.1 the definitions and rules of interpretation in the Existing Lease (except the definition of Occupational Leases, which is replaced with the definition in clause 1.4 of this Lease);

1.2.2 the agreements and declarations contained in the Existing Lease;

1.2.3 the rights granted and reserved by the Existing Lease; and

1.2.4 the third party rights, restrictions and covenants affecting the Property;

but excluding:

1.2.5 any covenants excluded from the Landlord's Covenants and the Tenant's Covenants by this Lease; and

1.2.6 as provided in clause 7.

1.3 **Landlord's Covenants:** covenants which are the same as the landlord's covenants under the Existing Lease, as they had effect immediately before the grant of this Lease, except any covenant to the extent that it has become spent by the time this Lease is granted.

1.4 **Occupational Leases:** any lease or tenancy granted out of the Leased Property that is subsisting as at 20 August 2028 including, without limitation, any lease or tenancy the term of which expired before 20 August 2028 but the tenant thereunder is holding over as at 20 August 2028, whether pursuant to Part 2 of the Landlord and Tenant Act 1954 or otherwise.

1.5 **Original Lease:** has the same meaning has it has in the Existing Lease (which incorporated terms of the Original Lease by reference).

1.6 **Supplemental Agreement:** an agreement dated 2012 and made between the same parties as are party to this Lease that is supplemental to and varies the Concession Agreement.

1.7 **Tenant's Covenants:** covenants which are the same as the tenant's covenants under the Existing Lease, as they had effect immediately before the grant of this Lease, except:

1.7.1 the obligation to pay the Rent reserved by the Existing Lease; and

1.7.2 any covenant to the extent that it has become spent by the time this Lease is granted.

2 <u>Grant</u>

2.1 The Landlord, with full title guarantee, lets the Property to the Tenant for the Term defined in clause LR6.

2.2 This Lease is granted subject to, and with the benefit of, the Occupational Leases.

3 **Exclusion of 1954 Act**

3.1 In this clause **Order** means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

3.2 The Landlord and the Tenant have agreed that sections 24 to 28 of the Landlord and Tenant Act 1954 shall not apply to the tenancy created by this Lease.

3.3 The Landlord has served a notice on the Tenant in the form or substantially the form set out in Schedule 1 of the Order before the declaration referred to in the next sub-clause.

3.4 Timothy Clark duly authorised by the Tenant so to do has made a statutory declaration in the form or substantially the form set out in paragraph 8 of Schedule 2 of the Order on 2012.

3.5 The terms of this Lease were agreed by the Landlord and Tenant prior to the date when the notice referred to in clause 3.4 was served on the Tenant and prior to the entering into of the Supplemental Agreement.

4 **Rights and reservations**

4.1 The matters excepted and reserved by the Existing Lease for the benefit of the landlord are excepted and reserved for the benefit of the Landlord by this Lease.

4.2 The rights granted by the Existing Lease for the benefit of the tenant are granted for the benefit of the Tenant by this Lease.

5 **Rent**

5.1 The Rent reserved by this Lease is a peppercorn.

6 **Covenants**

6.1 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants and with any other Incorporated Terms that the Tenant ought to comply with.

6.2 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants and with any other Incorporated Terms that the Landlord ought to comply with.

6.3 The Council covenants with the Tenant that it will comply with its obligations contained in Clause 4 of the Existing Lease (which are Incorporated Terms).

7 **Other terms**

7.1 This Lease includes the Incorporated Terms as if they were set out in full in this Lease except that paragraph 12 of the Schedule to the Existing Lease is not an Incorporated Term.

7.2 This Lease will be null and void and of no effect if the Existing Lease terminates prior to 20 August 2028 for any reason.

EXECUTED as a **DEED** (but not delivered until the date hereof) by **London Luton Airport Limited** acting by

.....

Director

.....

Director / Secretary

EXECUTED as a **DEED** (but not delivered until the date hereof) by affixing the Common Seal of **The Council of The Borough of Luton** in the presence of

.....

Authorised signatory

.....

Authorised signatory

EXECUTED as a **DEED** (but not delivered until the date hereof) by **London Luton Airport Operations Limited** acting by:

.....

Director

.....

Director / Secretary

APPENDIX FOUR: IMPLEMENTATION PLAN WORKS DIRECT AGREEMENT

DATED 2012

(1) [◆]

(2) LONDON LUTON AIRPORT OPERATIONS LIMITED

- and -

(3) LONDON LUTON AIRPORT LIMITED

DIRECT AGREEMENT

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THIS DEED is made on 2012

BETWEEN:

(1) [◆] a company incorporated in England and Wales with registered number [◆] whose registered office is at [◆] (the "**Contractor**") and

(2) **LONDON LUTON AIRPORT OPERATIONS LIMITED** a company incorporated in England and Wales with registered number 3491213 whose registered office is at TBI House, 72-104 Frank Lester Way, London Luton Airport, Luton, Bedfordshire LU2 9NQ (the "**Employer**") and

(3) **LONDON LUTON AIRPORT LIMITED** a company incorporated in England and Wales with registered number 2020381 whose registered office is at Town Hall, Luton, Bedfordshire, LU1 2BQ ("**LLA**")

(collectively the "**Parties**")

BACKGROUND:

A LLA and Luton Borough Council have granted by means of an agreement dated 20 August 1998 (as from time to time amended, the "**Concession Agreement**") a concession to the Employer to operate the airport known as London Luton Airport (the "**Airport**") and to undertake development works at the Airport (the "**Works**").

B The Employer has entered into a contract of even date herewith (the "**EPC Contract**") with the Contractor appointing the Contractor as its [turnkey] contractor to design, carry out and complete [part of] the Works.

C [The Employer has entered into a credit agreement of even date herewith (the "**Credit Agreement**") with the Security Trustee (as therein defined and which expression shall include its successors and assigns in title) and various banks and financial institutions to obtain funding for the Works.][*To be deleted if not applicable*]

D [Under the EPC Contract the Contractor has agreed to enter into this Deed when requested to do so by the Employer. Additionally, the Contractor and the Employer have agreed to enter into a direct agreement (the "**Banks' Direct Agreement**") with the Security Trustee which, inter alia, gives the Security Trustee rights to step-in under the EPC Contract.][*To be deleted if not applicable*]

IT IS AGREED:

1. INTERPRETATION

1.1 In this Deed, unless the context requires otherwise:

(a) unless stated otherwise a clause or schedule is a reference to a clause of or schedule to this Deed;

(b) the singular includes the plural and vice versa and reference to any gender includes the other genders;

(c) references to this Deed and any deed, agreement or instrument are deemed to include references to this Deed or such other deed, agreement or instrument as amended;

(d) references to any party to this Deed include its successors or permitted assigns;

(e) no rule of construction applies to the disadvantage of a party on the basis that the party put forward the Agreement or any part; and

(f) references to days are to calendar days.

1.2 The headings to the clauses, schedules and paragraphs of the schedules are for convenience only and shall not affect the interpretation or construction of this Deed.

2. AGREEMENT TO NOVATE EPC CONTRACT IF CONCESSION AGREEMENT TERMINATES

The Contractor agrees that, in the event of termination of the Concession Agreement by LLA, other than where the Concession Agreement has been terminated as a result of the Contractors' breach of the EPC Contract, the Contractor will, if so required by notice in writing given by LLA to the Contractor within seven days of the date of termination, enter into a novation agreement in the form attached hereto in schedule 1 to substitute LLA in place of the Employer as the employer under the EPC Contract provided that LLA submits a novation agreement in such form to the Contractor within the said seven day notice period.

3. ASSIGNMENT OF BENEFIT OF EPC CONTRACT IF CONCESSION AGREEMENT TERMINATES

The Employer and the Contractor agree that, in the event of termination of the Concession Agreement by LLA, other than where the Concession Agreement has been terminated as a result of the Contractors' breach of the EPC Contract, at any time after the [Final Statement] (as defined in the EPC Contract) has been issued and all amounts stated therein as due to the Contractor have been paid and all amounts disputed have been settled or determined and paid, LLA may, instead of exercising its rights under clause 2 hereof, require the Employer, by written notice, to assign to LLA the Employer's benefits, rights and remedies under the EPC Contract. The Employer shall thereupon enter into a deed of assignment with LLA in the form attached hereto in schedule 2 to give effect to such assignment, and LLA shall be entitled to rely on such benefits, rights and remedies as if it had been the employer under the EPC Contract.[*Reference to "Final Statement" to be conformed to EPC Contract.*]

4. EPC TERMINATION

If the rights of LLA to novate or assign the EPC Contract under clauses 2 or 3 of this Agreement have arisen, the Parties agree that while those rights continue, other than where the Concession Agreement has been terminated as a result of the Contractors breach of the EPC Contract, the EPC Contract shall remain in full force and effect and none of the Parties will terminate that contract.

5. EVIDENCE OF TERMINATION

The Employer acknowledges that the Contractor shall be entitled to rely on a notice given to the Contractor by LLA under clause 2 or clause 3 hereof as conclusive evidence for the purposes of this Deed of the termination of the Concession Agreement by LLA.

6. [PRECEDENCE

It is agreed that if and to the extent that at the relevant time the Banks Direct Agreement has not terminated the rights of the Security Trustee under the Banks' Direct Agreement which become exercisable following the giving of a Termination Notice (as defined in the Banks' Direct Agreement) or in the event of a default by the Employer under any Finance Document (as referred to in the Banks' Direct Agreement), shall take precedence over LLA's rights to step into the Employer's place and novate the EPC Contract.][*To be deleted if not applicable*]

7. CONDITION OF NOVATION

It shall be a condition of any novation agreement submitted pursuant to clause 2 that LLA accepts liability for payment of any sums properly due and payable to the Contractor so far as is within its power under the EPC Contract (in so far as they have not already been paid prior to the novation) and for performance of the Employer's obligations. Upon the entry by the Contractor into a novation agreement pursuant to clause 2, the EPC Contract shall continue in full force and effect as if no right of termination on the part of the Contractor had arisen and the Contractor shall be liable to LLA under the EPC Contract in lieu of its liability to the Employer.

8. NOTIFICATION OF MATERIAL DEFAULT

The Contractor shall notify LLA of any material default by the Employer under the EPC Contract promptly upon its occurrence.

9. CONTRACTOR WARRANTIES

The Contractor warrants to LLA that this Deed is:

9.1 within its powers and has been duly authorised by it;

9.2 legally binding upon it;

9.3 does not conflict with any law or agreement to which it is a party or its constitutional documents,

and that all authorisations required by it in relation to this Deed have been obtained.

10. [SERVICE OF NOTICE TO LLA

The Contractor agrees that in the event that it gives a Termination Notice or Suspension Notice (as respectively defined in the Banks' Direct Agreement) to the Security Trustee it will at the same time give a copy of such Termination Notice or Suspension Notice to LLA.][*To be deleted if not applicable*]

11. VARIATION

No variation of this Deed shall be effective unless made in writing and signed by or on behalf of the Parties.

12. ASSIGNMENT

This Deed is personal to the Parties and neither it nor any of the benefits arising under it may be assigned without the prior written consent of the other Party and neither Party shall purport to assign or transfer the same.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts and by each of the Parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

14. GOVERNING LAW

14.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

14.2 The Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with this Deed.

15. INVALIDITY

If any provision of this Deed is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Deed but the enforceability of the remainder of this Deed shall remain unaffected.

16. LIABILITY

The Contractor's liability under this Deed taken together with its liabilities under the documents referred to in clause [◆] of the EPC Contract shall not exceed the limit on liability stated in that clause.

EXECUTED AND DELIVERED AS A DEED by the Contractor, the Employer and LLA on the date which first appears in this Deed.

EXECUTED AS A DEED by [◆] acting by:)
)

Director/Secretary

Director/Secretary

EXECUTED AS A DEED by **LONDON LUTON AIRPORT OPERATIONS LIMITED** acting by:)

Director/Secretary

Director/Secretary

EXECUTED AS A DEED by **LONDON LUTON AIRPORT LIMITED** acting by:)

Director/Secretary

Director/Secretary

SCHEDULE 1: FORM OF NOVATION AGREEMENT

THIS DEED is made on ◆

BETWEEN:

(1) [◆] a company incorporated in England and Wales with registered number [◆] who registered office is at [◆] (the **"Contractor"**) and

(2) **LONDON LUTON AIRPORT OPERATIONS LIMITED** a company incorporated in England and Wales with registered number 3491213 whose registered office is at TBI House, 72-104 Frank Lester Way, London Luton Airport, Luton, Bedfordshire LU2 9NQ (the **"Employer"**) and

(3) **LONDON LUTON AIRPORT LIMITED** a company incorporated in England and Wales with registered number 2020381 whose registered office is at Town Hall, Luton, Bedfordshire, LUI 2BQ (**"LLA"**)

WHEREAS

(A) LLA and Luton Borough Council have granted by means of an agreement dated 20 August 1998 (as from time to time amended, the **"Concession Agreement"**) a concession to the Employer to operate the airport known as London Luton Airport (the **"Airport"**) and to undertake development works at the Airport (the **"Works"**).

(B) The Employer has entered into a contract of even date herewith (the **"EPC Contract"**) with the Contractor appointing the Contractor as its [turnkey] contractor to design, carry out and complete [part of] the Works.

(C) The Contractor, the Employer and LLA have entered into an agreement dated ◆ (the **"Direct Agreement"**) under which they have agreed in clause 2 that in the event of termination of the Concession Agreement by LLA, the Contractor will if so required by notice in writing given by LLA to the Contractor within 7 days of the date of such termination, enter into a novation agreement in the terms of this deed.

(D) LLA, pursuant to clause 4 of the Direct Agreement, gave written notice to the Contractor on ◆ that LLA terminated the Concession Agreement on ◆ and that it required the Contractor to enter into this agreement.

NOW THIS DEED WITNESSES as follows:

1. With effect from the date hereof the Employer shall cease to be a party to the EPC Contract and LLA shall become a party in its place in every way as if LLA had been a party to the EPC Contract in place of the Employer since inception of the Contract.

2. LLA undertakes with effect from the date hereof to observe, perform, discharge and be bound by all liabilities, obligations and duties of the Employer arising under the EPC Contract whether arising before, on or after the date hereof.

3. With effect from the date hereof LLA shall be entitled to the benefit of all the rights and remedies of the Employer arising under the EPC Contract, whether arising before, on or after the date hereof.

4. The Contractor agrees with effect from the date hereof to release and discharge the Employer from each of its liabilities, obligations and duties assumed by LLA under clause 2 and accepts the liabilities, obligations and duties of LLA in place thereof.

5. With effect from the date hereof the Contractor undertakes and agrees to be bound to LLA (in place of the Employer) by all the liabilities, obligations and duties on the part of the Contractor contained in the EPC Contract whether arising before, on or after the date hereof.

6. Without prejudice to the generality of clause 2, LLA accepts liability for and agrees to pay any sums properly due and payable to the Contractor under the EPC Contract in so far as they have not already been paid prior to the date hereof including any such sum outstanding at the date hereof.

7. The EPC Contract as amended by this Deed shall continue in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Contractor, the Employer and LLA on the date which first appears in this Deed.

EXECUTED AS A DEED by [◆] acting by:)
)

Director/Secretary

Director/Secretary

EXECUTED AS A DEED by **LONDON LUTON AIRPORT OPERATIONS LIMITED** acting by:)
)
)

Director/Secretary

Director/Secretary

EXECUTED AS A DEED by **LONDON LUTON AIRPORT LIMITED** acting by:)
)

Director/Secretary

Director/Secretary

SCHEDULE 2: FORM OF DEED OF ASSIGNMENT

THIS DEED is made on ◆

BETWEEN:

(1) **LONDON LUTON AIRPORT OPERATIONS LIMITED** a company incorporated in England and Wales with registered number 3491213 whose registered office is at TBI House, 72-104 Frank Lester Way, London Luton Airport, Luton, Bedfordshire LU2 9NQ (the **"Employer"**) and

(2) **LONDON LUTON AIRPORT LIMITED** a company incorporated in England and Wales with registered number 2020381 whose registered office is at Town Hall, Luton, Bedfordshire LU1 2BQ (**"LLA"**)

WHEREAS

(A) LLA and Luton Borough Council have granted by means of an agreement dated 20 August 1998 (as from time to time amended, the **"Concession Agreement"**) a concession to the Employer to operate the airport known as London Luton Airport (the **"Airport"**) and to undertake development works at the Airport (the **"Works"**).

(B) The Employer has entered into a contract dated ◆ (the **"EPC Contract"**) with [◆] (the **"Contractor"**) appointing the Contractor as its [turnkey] contractor to design, carry out and complete [part of] the Works.

(C) The Contractor, the Employer and LLA have entered into an agreement dated ◆ (the **"Direct Agreement"**) under which LLA, the Employer and the Contractor agreed in clause 3 that in the event of termination of the Concession Agreement by LLA at any time after the [Final Statement] (as defined in the EPC Contract) has been issued and all amounts stated therein as due to the Contractor have been paid and all amounts disputed have been settled or determined and paid, LLA may require the Employer by written notice to assign to LLA the Employer's benefits, rights and remedies under the EPC Contract and the Employer shall thereupon enter into a Deed of Assignment with LLA in the terms of this Deed.[***Reference to "Final Statement" to be conformed to EPC Contract.***]

(D) The conditions referred to in clause 3 of the Direct Agreement having been satisfied, LLA gave written notice to the Employer dated ◆ that LLA terminated the Concession Agreement on ◆ and that it required the Employer to assign to LLA the Employer's benefits, rights and remedies under the EPC Contract and to enter into a Deed of Assignment in the form of this Deed pursuant to clause 3 of the Direct Agreement.

NOW THIS DEED WITNESSES as follows:

1. With effect from the date hereof the Employer unconditionally assigns with full title guarantee all of its benefits, rights and remedies under the EPC Contract to LLA.

2. LLA shall be entitled to rely on the benefits, rights and remedies assigned to it under clause 1 as if it had been the Employer under the EPC Contract.

EXECUTED AND DELIVERED AS A DEED by the Employer and LLA on the date which first appears in this Deed

EXECUTED AS A DEED by **LONDON LUTON AIRPORT OPERATIONS LIMITED** acting by:)

Director/Secretary

Director/Secretary

EXECUTED AS A DEED by **LONDON LUTON AIRPORT LIMITED** acting by:)

Director/Secretary

Director/Secretary

APPENDIX FIVE: SUPPLEMENTAL DEED

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LONDON LUTON

Deed

varying a lease of London Luton Airport dated 20 August 1998
and relating to a supplemental lease dated 25 February 1999

Property: London Luton Airport

Title numbers: BD206048, BD216008

Other title number: BD200841, BD180578

Parties

Landlord

London Luton Airport Limited, company registration number 02020381, whose registered office is at The Town Hall Luton LU1 2BA

Council

The **Council of the Borough of Luton** of The Town Hall Luton LU1 2BA

Tenant

London Luton Airport Operations Limited, company registration number 03491213, whose registered office is at TBI House, 72-104 Frank Lester Way, London Luton Airport, Luton, LU2 9NQ

1 Definitions

In this Deed the following expressions have the following meanings:

1.1 **Concession Lease:** a lease dated 20 August 1998 made between (1) the Landlord (2) the Council (3) the Tenant and registered with title number BD206048.

1.2 **Supplemental Agreement:** an agreement dated on or about the date of this Lease and made between the same parties as are party to this Deed that is supplemental to and varies the Concession Agreement.

1.3 **Supplemental Lease:** a lease dated 25 February 1999 made between the same parties as are party to this Lease and registered with title number BD216008, being supplemental to the Concession Lease.

1.4 **Works Prohibition:** the prohibition contained in clause 3.3.1 of the Supplemental Lease (as provided in paragraph 5 of the Schedule to it) whereby the tenant is prohibited from carrying out or authorising the carrying out of any works of alterations additions or improvements on the Leased Property (including the Road Infrastructure and Conduits) during the last two years of the Term granted by the Supplemental Lease.

and expressions defined in the Concession Lease have the same meaning in this Deed.

2 Variation to Concession Lease

2.1 The parties agree that with effect from the date of this Deed, the definition of "Concession Agreement" in the Concession Lease shall be varied so as to mean the Concession Agreement as varied by the Supplemental Agreement.

3 <u>As to Supplemental Lease</u>

3.1 The Landlord covenants with the Tenant that will not enforce the Works Prohibition against the Tenant.

3.2 The terms of clause 3.1 of this Deed are without prejudice to the right of the Landlord to enforce clause 3.3.1 of the Supplemental Lease at any time during the term of the Supplemental Lease if an Anticipatory Termination Notice (as defined in the Concession Agreement) has been served and is still subsisting.

EXECUTED as a **DEED** (but not delivered until the date hereof) by **London Luton Airport Limited** acting by

.....

Director

.....

Director / Secretary

EXECUTED as a **DEED** (but not delivered until the date hereof) by affixing the Common Seal of **The Council of The Borough of Luton** in the presence of

.....

Authorised signatory

.....

Authorised signatory

EXECUTED as a **DEED** (but not delivered until the date hereof) by **London Luton Airport Operations Limited** acting by:

.....

Director

.....

Director / Secretary