

Dated the 14 day of October 2008

Belfast City Airport Limited

and

The Department of the Environment

**AGREEMENT PURSUANT
TO ARTICLE 40(A) (1) (a)
PLANNING (NORTHERN IRELAND) ORDER 1991**

O. Paulin
Solicitor
Department of Finance and Personnel
Victoria Hall
12 May Street
Belfast BT1 4NL

**THE PLANNING (NORTHERN IRELAND) ORDER 1991
AGREEMENT PURSUANT TO ARTICLE 40(A)(1)(a)**

THIS DEED is made the 14 day of OCTOBER 2008 between
(1) BELFAST CITY AIRPORT LIMITED having its registered office at Sydenham Bypass,
Belfast BT3 9JH Company No NI 16363 ('the Company') and
(2) DEPARTMENT OF THE ENVIRONMENT of Clarence Court, Adelaide Street, Belfast
(('the Department'))

WHEREAS:

1. The Company, Short Brothers plc and the Department entered into an agreement pursuant to Article 40 of the Planning (Northern Ireland) Order 1991 on 22 January 1997 ('the 1997 Planning Agreement')
2. By virtue of a Deed of Surrender dated 3 August 2001 Short Brothers plc surrendered its interest in the Aerodrome
3. The Company is now the holder of a leasehold estate in the Aerodrome of which not less than 106 years of term remain unexpired under lease dated 3 August 2001 and 16 May 2006 respectively
4. The Department is the planning authority by which the covenants contained in this Agreement are enforceable
5. The Department appointed a panel to conduct an independent Examination in Public of the key issues relating to the 1997 Planning Agreement ('the EiP Panel') which reported on 31 August 2006
6. The Department has considered the report of the EiP Panel and all other material considerations
7. The Company has established a forecasting and scrutiny system in relation to aircraft and passenger numbers
8. The Company has appointed a contractor to install a noise and track keeping system
9. The Company has agreed to make payments into a community fund in respect of the use of the Aerodrome by Delayed Aircraft

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. This Agreement is made pursuant to Article 40(A)(1)(a) of the Planning Order and modifies the 1997 Planning Agreement. The 1997 Planning Agreement shall remain

fully effective save as modified by this Agreement and the terms of the 1997 Planning Agreement shall have effect as through the provisions contained in this Agreement had been contained in the 1997 Planning Agreement with effect from the date hereof

2. Interpretation

2.1 In this Agreement the following expressions shall have the following meanings:-

2.1.1. 'the Aerodrome' means George Best Belfast City Airport, Airport Road, Belfast shown edged red, for the purposes of identification only, on the Plan attached

2.1.2. 'the Company', and 'the Department' shall include their successors in title and assigns

2.1.3. 'person' means a natural person or any corporation or any public local or municipal authority or government department in the United Kingdom or elsewhere or other entity which is given or recognised as having legal personality by the law of any country or territory

2.1.4. 'the Planning Order' means the Planning (Northern Ireland) Order 1991 as amended

2.2. Words importing the singular shall be construed as importing the plural and vice versa

2.3. Any references to a statute or statutes (whether specifically named or not) or to any sections or sub-section therein shall include any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom

2.4. The titles or headings appearing in this Agreement are for reference only and shall not affect its construction or interpretation

MODIFICATION

3. From and including the date hereof the 1997 Planning Agreement shall be modified in the following manner:-

- 3.1 The reference to 'The Department' in Clause 5.4 of the 1997 Planning Agreement will be deleted and replaced with 'The Department for Regional Development'
- 3.2 The Third Schedule of the 1997 Agreement shall be deleted and replaced with the First Schedule hereto


OTHER PROVISIONS

4. Service of Notices

- 4.1 Any Notice required to be served under this Agreement shall be sufficiently authenticated:-
- 4.1.1. on behalf of a party hereto which is a body corporate by its secretary or any director or its solicitor or surveyor for the time being
- 4.1.2. on behalf of an individual by himself or herself or his or her agent for the time being
- 4.2. Any notice shall be sufficiently served on either party if addressed to that party and left at or sent by post or facsimile transmission at the address of that party
- 4.3. Any notice sent by post shall be deemed to be given 24 hours after the time of posting

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto the day and year first herein written

PRESENT when the Common
Seal of BELFAST CITY AIRPORT
LIMITED was affixed hereto:-


COMPANY SECRETARY


DIRECTOR

The Official Seal of the DEPARTMENT
OF THE ENVIRONMENT FOR
NORTHERN IRELAND was affixed
hereto in the presence of:-

Cynthia Smith
Chief Executive

FIRST SCHEDULE

Planning Covenants

PART I

DEFINITIONS and interpretation

In this Schedule:

1. 'Permitted Hours' means between the hours of 6.30 am and 9.30 pm local time
2. 'Prohibited Hours' means between the hours of 9.31 pm and 6.29 am local time
3. 'Extended Hours' means between the hours of 9.31 pm and 11.59 pm local time
4. 'Diverted Aircraft' means aircraft diverted to the Aerodrome for any reason whatsoever from any airport
5. 'Air Traffic movements' mean landings or take-offs of all aircraft (except Diverted Aircraft) at the Aerodrome
6. 'Scheduled Flight' means Air Traffic movements programmed to use the Aerodrome
7. 'Scheduled Aircraft' means aircraft on Scheduled Flights
8. 'Delayed Aircraft' means Scheduled Aircraft which have been delayed for any reason whatsoever
9. 'Operator' means a person who at the relevant time has the management of one or more aircraft

PART II

The Restrictions

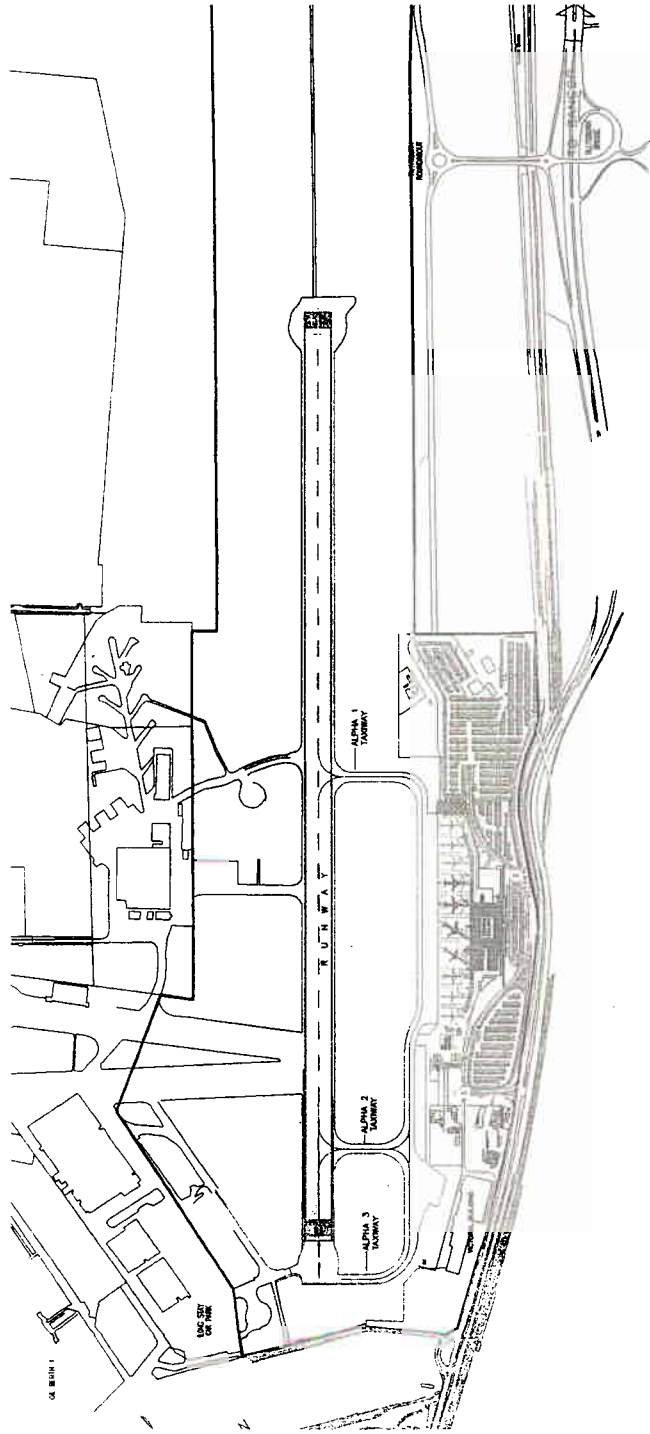
1. Hours
 - 1.1. No Scheduled Aircraft except Delayed Aircraft shall use the Aerodrome during Prohibited Hours
 - 1.2. No Delayed Aircraft shall use the Aerodrome except during Permitted Hours or Extended Hours
 - 1.3. No restriction shall apply to Diverted Aircraft which may use the Aerodrome at any time
2. Aircraft Movements
Not to accept more than 48,000 Air Traffic movements in any period of twelve months at the Aerodrome

3. Seats
Not to permit Operators using the Aerodrome to offer for sale on Scheduled Flights more than 2,000,000 seats from the Aerodrome in any period of twelve months

PART III
Obligations

1. Hours
Only in exceptional circumstances to permit Delayed Aircraft to use the Aerodrome during the Extended Hours
2. Aircraft Types
To accept at the Aerodrome in respect of jet aircraft only air traffic movements that comply with the certificate limits, as laid down in Chapter 3 of Annex 16, of the standards adopted by the International Civil Aviation Organisation Council and which are not marginally compliant with the limits laid down in the said Chapter 3 as defined in the Aerodromes (Noise Restrictions) (Rules and Procedures) Regulations 2003
3. Approaches
 - 3.1. To maintain a bias in favour of approaches and climb-outs by Aircraft over Belfast Lough
 - 3.2. To use all reasonable endeavours to maximise the use by Aircraft of approaches and climb-outs over Belfast Lough
4. Noise Contour Monitoring
In this sub-paragraph:-
 - 4.1. $'Leq' = SEL + 10 \log N - \text{Constant}$
where N = the total number of noise events
Constant = Length of measurement period
SEL = Log Average Sound Exposure Level of the N events
 - 4.2. The Company shall maintain a noise control monitoring system in accordance with the following requirements:-
 - 4.2.1. The annual system of contours shall use the latest validated version (currently Version 7) of the INM model and a 16 hour day
 - 4.2.2. Noise levels shall be measured in the surrounding area and areas under the flight paths

- 4.2.3. The annual contours shall be produced at 57, 60 and 63 dBA Leq 16 hrs and will be generated from the data associated with all Air Transport Movements occurring during the period from 15 June to 14 September in any year and include in the case of the 57 Leq contour both the area covered and the population living within it
- 4.3. An indicative control contour shall be agreed by the Company and the Department in line with the recommendations of the EiP
- 4.4. The Company shall install and operate an integrated noise and track keeping system as quickly as is reasonably possible and in any event by 31 December 2008



Belfast City Airport
Scale 1:10,000