



Registration of a Charge

Company name: **HEATHROW AIRPORT LIMITED**

Company number: **01991017**



X7FM88MY

Received for Electronic Filing: **01/10/2018**

Details of Charge

Date of creation: **27/09/2018**

Charge code: **0199 1017 0522**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED**

Brief description: **ALL THAT LEASEHOLD LAND AT COLNBROOK LOGISTICS CENTRE, COLNBROOK, BERKSHIRE MORE PARTICULARLY DESCRIBED IN A LEASE DATED 30 JULY 2018 AND MADE BETWEEN (1) NETWORK RAIL INFRASTRUCTURE LIMITED AND (2) HEATHROW AIRPORT LIMITED.**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SARAH PICKARD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1991017

Charge code: 0199 1017 0522

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2018 and created by HEATHROW AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2018 .

Given at Companies House, Cardiff on 3rd October 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

27th September 2018.

HEATHROW AIRPORT LIMITED
as the Chargor in favour of

DEUTSCHE TRUSTEE COMPANY LIMITED
as Borrower Security Trustee

LEGAL CHARGE
relating to

**Colnbrook Logistics Centre, Colnbrook,
Berkshire, Heathrow Airport**

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

DATED: 10 October 2018

SIGNED: SARAH PICKARD

SOLICITOR: SARAH PICKARD.

THIS CHARGE is made by way of deed on 27th September 2018.

By:

- (1) **HEATHROW AIRPORT LIMITED** (registered in England and Wales, with registered number 01991017) (the *Chargor*) in favour of:
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** as trustee for each of the Borrower Secured Creditors (the *Borrower Security Trustee*).

THIS DEED WITNESSES as follows:

1. LEGAL CHARGE

Subject to the Existing Security Agreements, the Chargor charges with full title guarantee in favour of the Borrower Security Trustee (as trustee for each of the Borrower Secured Creditors), as security for the payment and discharge of the Secured Liabilities, by way of first legal mortgage its interest in the leasehold property specified in the Schedule (*Mortgaged Property*) (the *Mortgaged Property*).

2. IMPLIED COVENANTS FOR TITLE

2.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to clause 1 (*Legal Charge*).

2.2 It shall be implied in respect of clause 1 (*Legal Charge*) that the Chargor is disposing of its interest in the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3. APPLICATION TO THE LAND REGISTRY

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any property that is, or is required to be registered forming part of the Mortgaged Property in respect of the charge created by this Deed.

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge; not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ~~30 July 2018~~ in favour of Deutsche Trustee Company Limited referred to in the Charges Register."

SVL

4.

FURTHER LOANS

Subject to the terms of each Authorised Credit Facility, where an Authorised Credit Provider is under an obligation to make further advances to the Borrower and/or the WCF Borrowers, such obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. The Chargor consents to an application being made to the Land Registry to enter any such obligation to make further

advances on the Charges Register of any registered land forming part of the Mortgaged Property.

5. SENIOR/SUBORDINATED INTERCREDITOR AGREEMENT

The Chargor consents to an application being made by way of unilateral notice to the Land Registry to note the Senior/Subordinated Intercreditor Agreement on the Charges Register of any registered land forming part of the Mortgaged Property and agrees that it will not prior to release of this Legal Charge raise any objection to or seek removal of the unilateral notice.

6. GOVERNING LAW

This Legal Charge is governed by English law.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

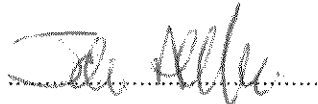
THIS CHARGE has been executed as, and is intended to take effect as, a deed by the Chargor and the Borrower Security Trustee on the date written on the first page of this Legal Charge notwithstanding the fact that a party may only execute this document under hand.

THE SCHEDULE

All that leasehold land at Colnbrook Logistics Centre, Colnbrook, Berkshire more particularly described in a lease dated 30 July 2018 and made between (1) Network Rail Infrastructure Limited and (2) Heathrow Airport Limited.

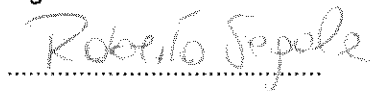
Chargor

EXECUTED as a DEED by)
JOHN ARBUCKLE)
as attorney for)
HEATHROW AIRPORT LIMITED)
under a power of attorney dated)
9 January 2017)



in the presence of:

Signature of witness



Name of witness (in BLOCK CAPITALS)

ROBERTO SEGALA

Address of witness

COMPASS CENTRE
NELSON ROAD, HOUNSLOW
MIDDLESEX, TW6 2GW

Borrower Security Trustee

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY)
LIMITED was affixed to this Legal)
Charge in the presence of:)

.....

.....
(witness)