



Registration of a Charge

Company Name: **HEATHROW AIRPORT LIMITED**

Company Number: **01991017**



Received for filing in Electronic Format on the: **12/09/2021**

XACUL4MS

Details of Charge

Date of creation: **27/08/2021**

Charge code: **0199 1017 0550**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS 476A BATH ROAD
LONGFORD UB7 0AH REGISTERED AT THE LAND REGISTRY UNDER
TITLE NUMBER MX432665**

Contains negative pledge.

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: **STEPHANIE BISHOP, SOLICITOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1991017

Charge code: 0199 1017 0550

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th August 2021 and created by HEATHROW AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2021 .

Given at Companies House, Cardiff on 14th September 2021

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**

27 August 2021

HEATHROW AIRPORT LIMITED
as the Chargor in favour of

DEUTSCHE TRUSTEE COMPANY LIMITED
as Borrower Security Trustee

LEGAL CHARGE
relating to

476A Bath Road, Longford, UB7 0AH

THIS CHARGE is made by way of deed on 27 August 2021

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 freehold 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 27/08/2021 in favour of Deutsche Trustee Company Limited referred to in the Charges Register.”

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 freehold property known as 476A Bath Road, Longford, UB7 0AH registered at the Land Registry under title number MX432665

Chargor

EXECUTED as a DEED by **GRAVIN WILSON** as attorney for
HEATHROW AIRPORT LIMITED
acting by ~~as a director~~ ~~as attorney~~
under a power of attorney dated
~~11~~ **10 FEBRUARY 2021**
in the presence of:


.....
Director
As attorney for Heathrow Airport Limited

Signature of witness:



Name of witness:

MONA SHAM

Address of witness:

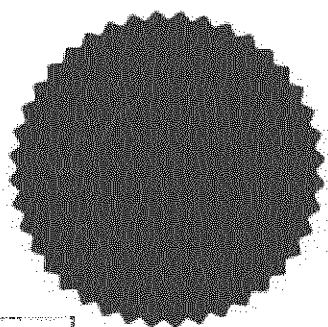
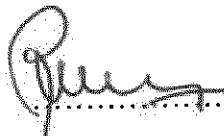
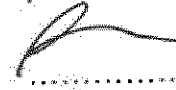
**24 EDWARDS COTTAGES
LONDON N1 2XL**

Occupation of witness:

DIRECTOR

Borrower Security Trustee

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


) 
)
) **Françoise Riviere**
) **Associate Director**
)

.....
(witness) **Ranjit Mather**
Associate Director