



**Registration of a Charge**

Company Name: **BOURNEMOUTH INTERNATIONAL AIRPORT LIMITED**

Company Number: **02078270**



Received for filing in Electronic Format on the: **25/01/2022**

XAWFK1PE

**Details of Charge**

Date of creation: **20/01/2022**

Charge code: **0207 8270 0011**

Persons entitled: **NATWEST MARKETS PLC**

Brief description: **LEASEHOLD LAND AND BUILDINGS KNOWN AS BOURNEMOUTH AIRPORT - DT226977, FREEHOLD LAND AT COLLEGE OF AIR TRAFFIC CONTROL, BOURNEMOUTH AIRPORT, CHRISTCHURCH - DT379087 AND FREEHOLD LAND AT BOURNEMOUTH AIRPORT, CHRISTCHURCH - DT285212**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2078270

Charge code: 0207 8270 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th January 2022 and created by BOURNEMOUTH INTERNATIONAL AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th January 2022 .

Given at Companies House, Cardiff on 26th January 2022

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

## DEED OF ACCESSION

THIS DEED is made on 20 January 2022

### BETWEEN:-

- (1) **BOURNEMOUTH INTERNATIONAL AIRPORT LIMITED** a company incorporated in England or Wales (company registration number: 02078270), whose registered office is at Bournemouth Airport, Parley Lane, Christchurch, Dorset, England, BH23 6SE (the "New Chargor");
- (2) **EXETER AND DEVON AIRPORT LIMITED** (company registration number: 02148705) and **OMNIPOINT NORWICH LIMITED** (company registration number: 05040365) (the "Borrowers") for themselves and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **NATWEST MARKETS PLC** (the "Security Agent").

### INTRODUCTION

- (A) This Deed is supplemental to a deed dated 1 August 2017 (as supplemented and amended from time to time, the "**Debenture**") between, among others, each of the companies named in the Debenture as Chargors, and The Royal Bank of Scotland plc as agent and trustee for the Secured Finance Parties.
- (B) The New Chargor at the request of the Borrowers and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Borrowers or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

### IT IS AGREED as follows:-

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

#### 2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

#### 3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Shares*);

- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*);
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*); and
- 3.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Hedging Agreements*).

#### 4. **CONSENT OF EXISTING CHARGORS**

The Borrowers by their execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

#### 5. **EXCLUDED LAND**

- 5.1 The property specified in Schedule 8 is Excluded Property for the purposes of this Deed and the Debenture.

- 5.2 The following provisions shall apply in relation to any Excluded Property:

- 5.2.1 there shall be excluded from the floating charge created by Clause 3.15 (*Floating charge*) of the Debenture any:

- (a) leasehold property comprising the Excluded Property which is held by the New Chargor under a lease; and
- (b) freehold property comprising Excluded Property in respect of which (i) there is any restriction registered on the title to that property and/or (ii) there are any contractual arrangements in place in relation to that property,

which in each case, either precludes absolutely or conditionally (including requiring the consent of any third party) the New Chargor or from creating any charge over its leasehold or freehold interest (as the case may be) in that property;

- 5.2.2 the New Chargor undertakes to use all reasonable endeavours to obtain any consent or waiver of prohibition or condition required in order to charge the Excluded Property as soon as reasonably practicable and to keep the Security Agent informed of the progress of its negotiations; and

- 5.2.3 upon receipt of the required consent or waiver, the relevant formerly Excluded Property shall stand charged to the Security Agent under Clause 3.15 (*Floating charge*) of the Debenture (and the New Chargor shall execute such additional documents as the Security Agent may reasonably require to ensure the formerly Excluded Property stands so charged).

**6. EFFECT ON DEBENTURE**

- 6.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 6.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

**7. GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

## SCHEDULE 1

### LAND

Freehold/Leasehold	Land Registry Description	Title Number
Leasehold	land and buildings known as Bournemouth Airport	DT226977
Freehold	land at College of Air Traffic Control, Bournemouth Airport, Christchurch	DT379087
Freehold	land at Bournemouth Airport, Christchurch	DT285212

## **SCHEDULE 2**

### **SHARES**

None noted at the date of this Deed



### SCHEDULE 3

#### ASSIGNED INSURANCES

<b>Policy Type</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Renewal Date</b>
Computers	Chubb Insurance Company of Europe SE	UKEDPO11739121	30/11/2022
Contractors Plant	Allianz Insurance plc	32/CS/27763321/11	30/11/2022
Terrorism	Lloyds Underwriting Syndicate	P21TERUKT01287	30/11/2022
Property Damage/Business Interruption	Zurich	ZCI001AB.02	30/11/2022

#### **SCHEDULE 4**

#### **ASSIGNED CONTRACTS**

None noted at the date of this Deed

**SCHEDULE 5**

**ASSIGNED ACCOUNTS**

None noted at the date of this Deed

**SCHEDULE 6**

**BLOCKED ACCOUNTS**

None noted at the date of this Deed

## **SCHEDULE 7**

### **CHARGED HEDGING AGREEMENTS**

None noted at the date of this Deed

**SCHEDULE 8**  
**EXCLUDED PROPERTY**

<b>TITLE DETAILS</b>	<b>DESCRIPTION</b>
DT300895	Leasehold land at Hurnbridge Farm, Bournemouth Airport, Christchurch
DT314951	Leasehold land at Hurnbridge Farm, Bournemouth Airport, Christchurch
DT218308	Freehold land to the north east of Bournemouth Airport, Christchurch known as the Fuel Farm

## SIGNATURES

### The New Chargor

Executed as a Deed (but not delivered until the date of this Deed) by **BOURNEMOUTH INTERNATIONAL AIRPORT LIMITED** acting by a director in the presence of a witness )  
)  
)  
)

in the presence of: .....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

[Redacted signature area]

RICHARD PACE

[Redacted address area]

### The Borrowers

Executed as a Deed (but not delivered until the date of this Deed) by **EXETER & DEVON AIRPORTS LIMITED** acting by a director in the presence of a witness )  
)  
)  
)

in the presence of: .....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

[Redacted signature area]

RICHARD PACE

[Redacted address area]

Executed as a Deed (but not delivered until the date of this Deed) by **OMNIPOINT NORWICH LIMITED** acting by a director in the presence of a witness )  
)  
)  
)

in the presence of: .....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

[Redacted signature area]

RICHARD PACE

[Redacted address area]

**The Security Agent**

**SIGNED** for and on behalf of  
**NATWEST MARKETS PLC**

)  
)

