



Registration of a Charge

Company name: **SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED**

Company number: **02431858**



X6CJE73D

Received for Electronic Filing: **10/08/2017**

Details of Charge

Date of creation: **03/08/2017**

Charge code: **0243 1858 0009**

Persons entitled: **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

Brief description: **LEASEHOLD PROPERTY KNOWN AS LAND LYING TO THE EAST OF SOUTHAMPTON ROAD, EASTLEIGH REGISTERED AT HM LAND REGISTRY : TITLE NUMBER HP422724. LEASEHOLD PROPERTY KNOWN AS LAND LYING TO THE EAST OF SOUTHAMPTON ROAD, EASTLEIGH REGISTERED AT HM LAND REGISTRY : TITLE NUMBER HP479576. FOR MORE DETAILS PLEASE REFER TO INSTRUMENT.**

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:

SULEYMAN WELLINGS-LONGMORE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2431858

Charge code: 0243 1858 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2017 and created by SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2017 .

Given at Companies House, Cardiff on 14th August 2017

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

Dated

03 August 2017

by

SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED

and

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

SUPPLEMENTAL LEGAL MORTGAGE

**Baker
McKenzie.**

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

Table of contents

1.	Definitions and interpretation	1
2.	Grant of security	2
3.	Incorporation of other covenants and provisions of Debenture.....	2
4.	Third Party Consents for Restricted Land	2
5.	Perfecting the security.....	3
6.	Continuation of existing security	3

Schedule 1

Supplemental Charged Property

Supplemental Legal Mortgage

This Legal Mortgage is dated 03 August 2017

Between

- (1) **SOUTHAMPTON INTERNATIONAL AIRPORT LIMITED** incorporated and registered in England and Wales with company number 2431858 whose registered office is at Southampton Airport, Wide Lane, Southampton, SO18 2NL ("**Chargor**");
- (2) **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK** incorporated and registered in France (registered in the UK with company number FC008194) whose UK establishment office address is at Broadwalk House, 5 Appold Street, London EC2A 2DA ("**Security Agent**").

Background

- A. This deed is supplemental to the Debenture.
- B. The Chargor owns the Supplemental Charged Property.
- C. Under this deed, the Chargor provides security to the Security Agent for the loan facilities made available under the Facilities Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this deed. The following definitions also apply in this deed.

"Debenture": the debenture dated 21 February 2017 between (1) the Security Agent, (2) the Chargor and (3) other group companies of the Chargor.

"Facilities Agreement": the facilities agreement dated 21 February 2017 between, among others, AGS Airports Limited, the Chargor, other group companies of the Chargor, the original lenders listed therein, and the Security Agent.

"Supplemental Charged Property": the freehold and leasehold property owned by the Chargor described in Schedule 1.

"Supplemental Charged Assets": all the assets, rights, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Supplemental Charged Assets shall include references to any part of them).

1.2 Incorporation of interpretation and other provisions

The provisions of clauses 1.2 and 1.3 of the Debenture shall (as far as the context permits) apply to this deed as if set out in this deed in full except that references in those clauses to "this Debenture" shall be construed as references to this deed.

1.3 Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Supplemental Charged Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Supplemental Charged Property at any time;
- (b) the proceeds of the sale of any part of that Supplemental Charged Property and any other monies paid or payable in respect of or in connection with that Supplemental Charged Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that Supplemental Charged Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Supplemental Charged Property.

2. Grant of security

2.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Security Agent, by way of first legal mortgage, the Supplemental Charged Property other than any Restricted Land.

3. Incorporation of other covenants and provisions of Debenture

The provisions of clauses 2, 3.6, 5, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32 and 33 of the Debenture shall apply to this deed and the Security constituted by it as if set out in this deed in full (with the necessary modifications) and this deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Debenture in those provisions shall apply to this deed and to the Security constituted by it as if expressly set out in this deed and as if references in those clauses to:

- (a) "this Deed" were to this deed;
- (b) "Land" were to the Supplemental Charged Property; and
- (c) "Charged Assets" and "Charged Property" were to the Supplemental Charged Assets;

4. Third Party Consents for Restricted Land

If any of the Supplemental Charged Property is Restricted Land, that Chargor shall:

- (a) for a period of 30 days from the date of this deed, use its reasonable endeavours to obtain the consent of each landlord of such Restricted Land to the creation of the mortgages envisaged by clause 2.1 of this deed (including paying the reasonable costs and any reasonable consent fee of any such landlord);
- (b) on request, keep the Security Agent informed of the progress of its negotiations with any such landlord; and
- (c) provide the Security Agent with a copy of each such consent promptly after its receipt.

5. Perfecting the security

The Chargor undertakes to make an application to the Land Registrar to register an obligation to make further advances and the following restriction in Form P to be registered against its titles to the Supplemental Charged Property:

"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 [DATE] in favour of Crédit Agricole Corporate and Investment Bank referred to in the charges register or their conveyancer."

6. Continuation of existing security

6.1 Debenture remains in full force and effect

Except as supplemented by this deed, the Debenture remains in full force and effect.

6.2 References to this deed in Debenture

References in the Debenture to "this deed" and similar expressions are deemed to be references to the Debenture as supplemented by this deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1**Supplemental Charged Property**

Title Number	Property Description	Whole or Part	Freehold or Leasehold
HP422724	Land Lying to the east of Southampton Road, Eastleigh	Whole	Leasehold
HP479576	Land Lying to the east of Southampton Road, Eastleigh	Whole	Leasehold
HP628421	Land adjoining Southampton International Airport, Eastleigh	Part as shown edged brown and labelled "1" on Plan 1	Freehold
HP411185	H M Customs & Excise, Immigration Office, Passenger Terminal and Air UK Ltd, Mitchell Way and Aurigny Air Services and Southampton International Airport, Wide Lane, Southampton	Parts as shown: (a) edged and numbered 4 and 5 in yellow on Plan 2; and (b) edged brown on Plan 2	Freehold

Plans 1 and 2



HM Land Registry
Official copy of
title plan

Title number 10458421
Distance Survey registration number 01461798
Scale 1:2500
Administrative area Hampshire: Eastleigh



This official copy was made on 14 July 2017. Above the title of this title plan on 14 July 2017 at 11:57 AM, it is immaterial to evidence to the same extent as the original (a) 10 Land Registration Act 2009.
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to disfigure in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

H.M. LAND REGISTRY

TITLE NUMBER
HP411185

ORDNANCE SURVEY
PLAN REFERENCE
COUNTY
HAMPSHIRE

DISTRICT
Scale
1:2500
© Crown Copyright

LAND
NUMBERED
4 AND 5

LAND
NUMBERED
BROWN

Southampton (Eastleigh) Airport

South Valley
Country Park

SOUTHAMPTON GARDENS



This effect of copy is incomplete without the preceding pages.

This effect of copy is incomplete without the preceding pages.

Execution

[REDACTED UNDER S859G OF THE COMPANIES
ACT 2006]

Executed as a deed on behalf of
**SOUTHAMPTON INTERNATIONAL
AIRPORT LIMITED** acting by two authorised
signatories:

.....**IGNACIO GARCIA**.....

Authorised Signatory

[REDACTED UNDER S859G OF THE COMPANIES
ACT 2006]

.....**JOHN BRUN**.....

Authorised Signatory

Executed as a deed by **CRÉDIT AGRICOLE
CORPORATE AND INVESTMENT BANK**
acting by two authorised signatories:

.....

Authorised Signatory

.....

Authorised Signatory

Execution

Executed as a deed on behalf of
**SOUTHAMPTON INTERNATIONAL
AIRPORT LIMITED** acting by two authorised
signatories;

.....
Authorised Signatory

.....
Authorised Signatory

[REDACTED UNDER
S859G OF THE
COMPANIES ACT 2006]

Joanne Easter

Executed as a deed by **CRÉDIT AGRICOLE
CORPORATE AND INVESTMENT BANK**
acting by two authorised signatories:

Authorised Signatory

[REDACTED UNDER S859G OF THE COMPANIES ACT
2006]

Authorised Signatory

Christine GENS

[REDACTED UNDER S859G OF THE COMPANIES ACT
2006]