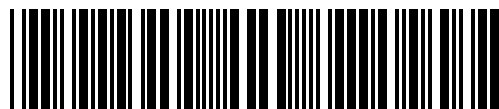




**Registration of a Charge**

Company Name: **LONDON SOUTHEND AIRPORT COMPANY LIMITED**

Company Number: **02881745**



Received for filing in Electronic Format on the: **06/03/2023**

XBYQW7EH

**Details of Charge**

Date of creation: **06/03/2023**

Charge code: **0288 1745 0013**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description: **THE REAL PROPERTY SPECIFIED IN THE INSTRUMENT, INCLUDING LAND AND BUILDINGS AT SOUTHEND AIRPORT, EASTWOODBURY CRESCENT, SOUTHEND-ON-SEA, AND LAND ON THE SOUTH SIDE OF EASTWOODBURY LANE, SOUTHEND-ON-SEA (TITLE NUMBERS EX515913 AND EX880489).**

**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:

**LINKLATERS LLP**



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

Company number: 2881745

Charge code: 0288 1745 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2023 and created by LONDON SOUTHEND AIRPORT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2023 .

Given at Companies House, Cardiff on 7th March 2023

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**

## Supplemental security agreement

Dated 6 March 2023

between

**LONDON SOUTHEND AIRPORT COMPANY LIMITED**

**as Chargor**

and

**GLAS TRUST CORPORATION LIMITED**

acting as Security Agent

relating to

**THE SECURED ASSETS**

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**THIS SUPPLEMENTAL DEED** is dated 6 March 2023 and is made between:

- (1) **LONDON SOUTHEAST AIRPORT COMPANY LIMITED** (Registered number: 02881745) (the "**Chargor**"); and
- (2) **GLAS TRUST CORPORATION LIMITED**, a company incorporated in England and Wales (Registered number: 07927175) (the "**Security Agent**") as security trustee for the Secured Parties.

**BACKGROUND:**

- (A) This Deed is supplemental to a security agreement the "**Security Agreement**" dated 26 August 2021 between, among others, the Chargor and the Security Agent.
- (B) Clause 3.10 (*Excluded Assets*) of the Security Agreement omitted certain assets from the security created pursuant to such Security Agreement. These Excluded Assets (including those set out in Part A (*Real Property*) of Schedule 5 (*Excluded Assets*) of the Security Agreement) were not permitted to be charged until the consent of the relevant party was obtained.
- (C) On or about 13 February 2022, the consent to create a charge over the Excluded Assets (detailed in Part A (*Real Property*) of Schedule 5 (*Excluded Assets*) of the Security Agreement) was provided by the relevant party, as supplemented by a letter delivered by such relevant party to the Chargor on 28 February 2023.
- (D) Pursuant to clause 13 (c) (*Material Excluded Assets*) of the Security Agreement, the Chargor is entering into this Deed in order to create security over the Excluded Assets, set out in Schedule 1 (*Real Property*) hereto.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Construction**

- (a) Capitalised terms defined in, or incorporated by reference into, the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.
- (c) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**1.2 Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## 2. CREATION OF SECURITY

### 2.1 General

- (a) All the security created under this Deed:
- (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of the Chargor;
  - (iii) is security for the payment of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### 2.2 Security

- (a) The Chargor charges by way of a first legal mortgage all its right, title and interests in the real property specified in Schedule 1 (*Real Property*) (each a "**Mortgaged Property**").
- (b) A reference in this Clause 2 to a mortgage of any real property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property in which the Chargor has an interest; and
  - (ii) the benefit of any Related Rights of the Chargor in respect of that property.
- (c) The Chargor acknowledges and agrees that the floating charge created over the Chargor's assets created by Clause 3.9 (*Floating Charge*) of the Security Agreement extends to the assets specified in Schedule 1 (*Real Property*).
- (d) The Chargor acknowledges and agrees that if at any time, it or any other "Chargor" as defined in the Security Agreement, has any right, title or interest in and to any Real Property in England and Wales which is not subject to a mortgage created under the Security Agreement or under this Agreement (other than where such Real Property is an Excluded Asset), the Chargor shall (or shall procure that the relevant "Chargor" as defined in the Security Agreement shall) promptly execute and deliver to the Security Agent, a supplemental legal mortgage in the form of this Agreement, over such Real Property as security for the Secured Liabilities. The Chargor acknowledges and agrees that if at any time, it or any other "Chargor" as defined in the Security Agreement, has any right title or interest in and to Real Property which is a Material Excluded Asset, then it shall or shall procure that the relevant "Chargor" as defined in the Security Agreement shall, upon the request of the Security Agent, which requirement shall be deemed in the case of any lease (including any renewal lease) of the premises or any part of the premises previously demised by the lease of land situate at and abutting Manners Way and Warner Gardens, Southend-on-Sea, Essex dated 6 July 2012 between (1) Southend-on-Sea Borough Council; and (2) London Southend Airport Company Limited which was registered at HM Land Registry with title number EX892143, having reasonable regard to the relationship with the relevant counterparty and any potential adverse effect on the negotiations by the Borrower Group with the relevant counterparty, use reasonable endeavours to obtain the consent of the relevant

party to the creation of security over or, as the case may be, an assignment of, the rights in respect of the relevant Material Excluded Asset as soon as reasonably practicable and shall, if and to the extent such consent is granted, and such Real Property is in England and Wales promptly upon the request of the Security Agent execute and deliver to the Security Agent, a supplemental legal mortgage in the form of this Agreement, over such Real Property as security for the Secured Liabilities.

### 2.3 Land Registry

The Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 6 March 2023 in favour of GLAS Trust Corporation Limited referred to in the charges register or their conveyancer. (Standard Form P)."

## 3. SUPPLEMENTAL SECURITY

### 3.1 Incorporation

- (a) The Security Agreement shall be read together with this Deed.
- (b) The terms of clause 5 (*Release and reassignment*) to clause 19 (*Further Assurances*) (inclusive, other than the specific reference to "Excluded Asset" set out in clause 8.2(e) (*Positive Covenants*)) and clause 23 (*Expenses and Indemnities*) of the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications).

### 3.2 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities, it has charged (by way of first fixed charge) or assigned absolutely (subject to a proviso for re-assignment on redemption) in favour of the Security Agent the assets relating to the property specified in Schedule 1 (*Real Property*) and referred to in clause 13 (*Material Excluded Assets*) of the Security Agreement.

### 3.3 Designation

This Deed is designated a Finance Document.

## 4. GOVERNING LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.



**SCHEDULE 1**  
**REAL PROPERTY**

<b>Chargor</b>	<b>Property</b>	<b>Freehold/ Leasehold</b>	<b>Title Number</b>
London Southend Airport Company Limited	Southend Airport, Eastwoodbury Crescent, Southend-on-Sea	Leasehold	EX515913
London Southend Airport Company Limited	Land on the south side of Eastwoodbury Lane, Southend- on-Sea	Leasehold	EX880489

**SIGNATORIES**

**Chargor**

**EXECUTED** as a **DEED** by **LONDON SOUTHEND  
AIRPORT COMPANY LIMITED** acting by a director

In the presence of:

LEWIS GIZOWOOD

Signature of witness:

Name (in block capitals) MATTHEW JOY

Address:

**Security Agent**

**EXECUTED** as a **DEED** by **GLAS TRUST CORPORATION LIMITED** acting by an authorised signatory

In the presence of:

Witness:

Signature of witness:

Name (in block capitals) *SAM DUNN*

Address:

55 Ludgate Hill  
London  
EC4M 7JW