

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following applies to the prospectus following this page (the “Prospectus”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Prospectus. In accessing the Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them at any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES DESCRIBED IN THE PROSPECTUS IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.

THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED BELOW) EXCEPT IN CERTAIN TRANSACTIONS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. IN ORDER TO BE ELIGIBLE TO READ THE PROSPECTUS OR MAKE AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES DESCRIBED THEREIN, YOU MUST NOT BE A “U.S. PERSON” AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT (A “U.S. PERSON”).

THE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND IN PARTICULAR MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

Confirmation of your representation: The Prospectus is being sent at your request and by accepting the email and accessing the Prospectus, you shall be deemed to have represented to us that you have understood and agreed to the terms set out herein and you are not a U.S. Person or acting for the account or benefit of a U.S. Person and the electronic mail address that you have given to us and to which the email has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia and that you consent to delivery of the Prospectus by electronic transmission.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “MiFID II”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the “Insurance Mediation Directive”), where that customer would not qualify as a professional client as defined in point (10) of

Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and a Joint Global Coordinator and Bookrunner (as defined below) or any affiliate of a Joint Global Coordinator and Bookrunner or a Passive Bookrunner (as defined below) or any affiliate of a Passive Bookrunner, as the case may be, is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Joint Global Coordinator and Bookrunner or such affiliate or such Passive Bookrunner or such affiliate on behalf of the issuer in such jurisdiction.

The Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Barclays Bank PLC, BNP Paribas, ING Bank N.V., London Branch (the “Joint Global Coordinators and Bookrunners”) or Banca IMI S.p.A., ICBC Standard Bank Plc, Merrill Lynch International, National Australia Bank Limited ABN 12 004 044 937 (the “Passive Bookrunners”), nor any person who controls any Joint Global Coordinator and Bookrunner or any Passive Bookrunner, nor any director, officer, employee or agent or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from a Joint Global Coordinator and Bookrunner or any Passive Bookrunner.

Dated 15 November 2019

Heathrow Finance plc

(formerly BAA (SH) plc incorporated with limited liability in England and Wales with registered number 6458635)

Issue of £300 million 4.125 per cent. Senior Secured Notes due 2029

Issue price: 100.0 per cent.

Heathrow Finance plc, a public limited company incorporated under the laws of England and Wales (the “**Issuer**”), will issue £300 million of 4.125 per cent. Senior Secured Notes due 2029 (the “**Notes**”). Interest on the Notes will be payable on 1 March and 1 September of each year, beginning on 1 March 2020. The Notes will mature on 1 September 2029. If the Issuer undergoes a change of control, it may be required to offer to purchase the Notes from investors.

The Notes will be general secured senior obligations of the Issuer. The Notes will be secured by fixed and floating security interests over substantially all of the assets of the Issuer and Heathrow (DSH) Limited, including first priority security interests in the share capital of the Issuer and its wholly-owned subsidiary, Heathrow (SP) Limited, which is an intermediate holding company of the Group (as defined below).

This Prospectus includes information on the terms of the Notes, including redemption and repurchase prices and covenants.

Application has been made to the United Kingdom Financial Conduct Authority (“**FCA**”) in its capacity as competent authority under the Financial Services and Markets Act 2000 as amended (“**FSMA**”) for the Notes to be admitted to the official list of the FCA (the “**Official List**”) and to the London Stock Exchange plc (the “**London Stock Exchange**”) for the Notes to be admitted to trading on the London Stock Exchange’s Regulated Market (the “**Market**”). The Market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC.

The Notes will initially be represented by a temporary global note (the “**Temporary Global Note**”), without interest coupons, which will be deposited on or about 19 November 2019 (the “**Closing Date**”) with a common depository for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). Interests in the Temporary Global Note will be exchangeable for interests in a permanent global note (the “**Permanent Global Note**”) and, together with the Temporary Global Note, the “**Global Notes**”), without interest coupons, upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Note will be exchangeable for definitive Notes only in certain limited circumstances – see “*Provisions relating to the Notes while represented by the Global Notes*”.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes may be offered, sold or delivered only outside the United States to persons who are not “U.S. persons” as defined in Regulation S under the Securities Act (“Regulation S”) (each, a “U.S. person”) in offshore transactions in reliance on Regulation S. Each purchaser of the Notes in making its purchase will be deemed to have made certain acknowledgements, representations and agreements. See “Subscription and Sale” in this Prospectus. The Notes are subject to other restrictions on transferability and resale as set forth in “Transfer Restrictions” in this Prospectus.

Neither the United States Securities and Exchange Commission nor any state securities commission in the United States nor any other United States regulatory authority has approved or disapproved the Notes or determined that this Prospectus is truthful or complete.

Please see “Risk Factors” to read about certain factors you should consider before buying any Notes and “Documents Incorporated by Reference” for details of certain documents that are incorporated by reference in, and form an important part of, this Prospectus.

The Notes are expected to be rated on issue Ba3 by Moody’s Investors Service, Ltd. (“**Moody’s**”) and BB+ by Fitch Ratings Ltd. (“**Fitch**”) and, together with Moody’s, the “**Rating Agencies**”). Ratings ascribed to all of the Notes reflect only the views of Moody’s and Fitch. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one or all of the Rating Agencies. A suspension, reduction or withdrawal of the rating assigned to any of the Notes may adversely affect the market price of such Notes. Moody’s and Fitch are established in the European Community and are registered under Regulation (EC) No 1060/2009 (the “**CRA Regulation**”).

Joint Global Coordinators and Bookrunners

Barclays

BNP PARIBAS

ING

Passive Bookrunners

Banca IMI

BofA Securities

ICBC

National Australia Bank Limited

NOTICE TO INVESTORS

This Prospectus constitutes a prospectus for the purposes of Regulation (EU) 2017/1129 as supplemented by Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 (the “**Prospectus Regulation**”) and for the purpose of giving information with regard to the Issuer which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer.

The Prospectus has been approved by the FCA, as competent authority under the Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is the subject of this Prospectus and the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect its import.

None of the Issuer, the Managers (as defined below in “*Subscription and Sale*”), Deutsche Trustee Company Limited (the “**Trustee**”) and any of their respective representatives is making any representation to investors regarding the legality of an investment in the Notes, and investors should not construe anything in this Prospectus as legal, business, financial, tax or other advice. Investors should consult their own advisors as to the legal, tax, business, financial and related aspects of an investment in the Notes. In making an investment decision regarding the Notes, investors must rely on their own examination of the Issuer and the terms of the offering and the Notes, including the merits and risks involved. Neither this Prospectus nor any other information supplied in connection with the offering of the Notes constitutes an offer or invitation by or on behalf of the Issuer, any of the Managers or the Trustee to any person to subscribe for or to purchase any Notes.

This Prospectus is based on information provided by the Issuer and other sources that the Issuer believes are reliable. Neither the Managers nor the Trustee have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Managers or the Trustee as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer in connection with the offering of the Notes. No Manager or the Trustee accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Issuer in connection with the offering of the Notes or their distribution. In this Prospectus, the Issuer has summarised certain documents and other information in a manner it believes to be accurate, but it refers investors to the actual documents for a more complete understanding of the discussions.

No person is or has been authorised by the Issuer, the Managers or the Trustee to give any information or to make any representation not contained in this Prospectus and, if given or made, any other information or representation must not be relied upon as having been authorised by the Issuer, the Managers or the Trustee.

The information contained in this Prospectus is given as of the date hereof. Neither the delivery of this Prospectus nor the offering, sale or delivery of the Notes shall, under any circumstances, create an implication that there has been no change in the information set forth in this Prospectus or in the Group’s business since the date of this Prospectus. The Managers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to their attention. Investors should be aware that they may be required to bear the financial risks of an investment in the Notes for an indefinite period of time.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Managers and the Trustee do not represent that this Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Managers or the Trustee which is intended to permit a public offering of the Notes or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States and the United Kingdom. See “*Subscription and Sale*”.

This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Regulation (each a “**Relevant Member State**”) will be made pursuant to an

exemption under the Prospectus Regulation, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of the offering contemplated in this Prospectus, may only do so in circumstances in which no obligation arises for the Issuer or any of the Managers to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 16 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any of the Managers has authorised, nor do any of them authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or the Managers to publish or supplement a prospectus for such offer.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

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IN CONNECTION WITH THE ISSUE OF THE NOTES, BARCLAYS BANK PLC AS STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

FORWARD-LOOKING STATEMENTS

This Prospectus contains various forward-looking statements regarding events and trends that are subject to risks and uncertainties that could cause the actual results and financial position of the Issuer to differ materially from the information presented herein. When used in this Prospectus, the words “estimate”, “project”, “intend”, “anticipate”, “believe”, “expect”, “should” and similar expressions, as they relate to the Group and its management, are intended to identify such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Issuer does not undertake any obligations publicly to release the result of any revisions to these forward-looking statements to reflect the events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

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OVERVIEW

This overview highlights certain information contained in this Prospectus. This overview does not contain all of the information prospective investors should consider before investing in the Notes. Prospective investors should read this entire Prospectus carefully, including the sections entitled “Risk Factors”, “Forward-Looking Statements” and the financial information and the notes included or incorporated by reference elsewhere in this Prospectus.

HEATHROW AIRPORT

Heathrow Finance plc (the “**Issuer**”) is a holding company of Heathrow Airport Limited (“**Heathrow**”) which owns and operates Heathrow airport (“**Heathrow Airport**”), the largest airport in the UK. Heathrow is part of the Group (as defined below), and also owns the Heathrow Express rail service (as defined below).

Heathrow Airport is the primary airport in London, which is the world’s largest origin and destination aviation market with over 150 million passengers travelling to and from London annually (Source: IATA Airport IS traffic data for 2018). Heathrow Airport was the seventh busiest airport globally in 2018 and busiest airport in Europe in terms of total passengers (Source: ACI Dec 2018).

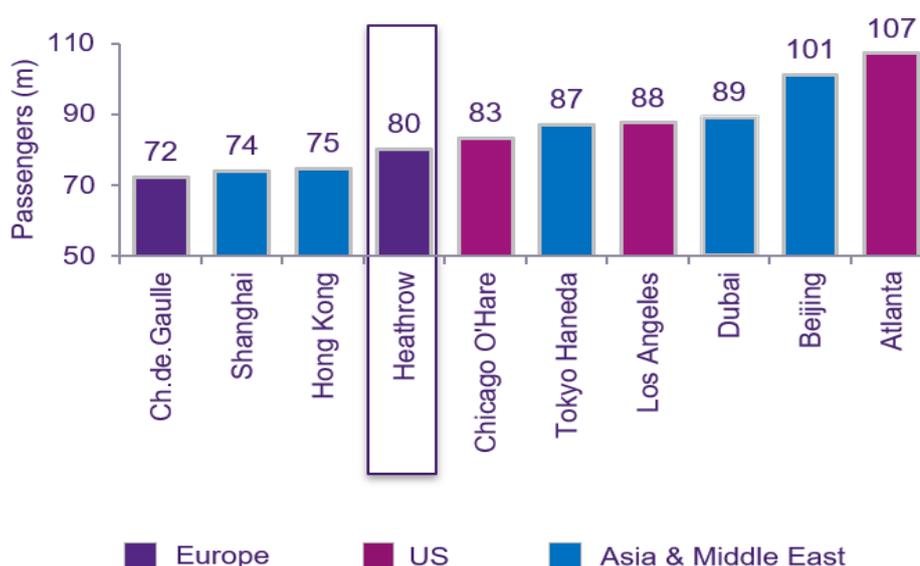


Figure 1 Top 10 busiest global airports to 31 December 2018

There are over 80 airlines operating at Heathrow Airport offering 108 long-haul and 109 short-haul routes. Heathrow Airport is one of only four airports globally to offer over 100 direct long-haul connections, underlining its critical role in the global aviation industry. Heathrow Airport handles approximately 70 per cent. (in terms of seats) of all the UK’s scheduled long-haul air traffic (Source: IATA Airport IS schedule data for 2018) and five of these routes are within the top ten intercontinental long-haul routes globally (Source: IATA Airport IS schedule data for 2018). In 2018, Heathrow Airport handled a record 80.1 million passengers. In the nine months of 2019, Heathrow Airport has continued to grow, welcoming a record 61.0 million passengers.

Terminal 5 has been awarded the World’s Best Airport Terminal by Skytrax for five consecutive years up to and including 2016 and Terminal 2 was awarded the World’s Best Airport Terminal by Skytrax in 2018. In 2019, Terminal 5 regained the title as the World’s Best Airport Terminal. Heathrow Airport was named “Best Airport in Western Europe” by Skytrax for the fifth time in 2019. In 2019, Heathrow Airport also received the award for Best Airport Shopping for the 10th consecutive year.

Heathrow has continued to achieve strong recognition from passengers for overall service. In the independent Airport Service Quality (“**ASQ**”) survey conducted by Airports Council International (“**ACI**”), Heathrow achieved an ASQ score of 4.16 out of 5.00 in the first nine months of 2019 compared to 4.16 in the first nine months of 2018 and just 3.96 in the first nine months of 2012. This result upholds Heathrow’s position in the top European quartile despite pressures from record passenger growth and operational disruptions. In addition, in the first nine months of 2019, 82 per cent. of passengers surveyed rated their Heathrow Airport experience ‘Excellent’ or ‘Very good’, illustrating the strength and resilience of Heathrow’s operation and the benefits of our continued investments.

This result is underpinned by a strong overall operational performance, strong levels of punctuality and high levels of customer satisfaction across several key service attributes including waiting time at security, cleanliness, wayfinding,

airport staff helpfulness and connections. Its status as one of the best hub airports worldwide was further endorsed by OAG (an air travel data network) which named Heathrow Airport as the Number 1 ‘most internationally connected airport in the world’ for 2018.

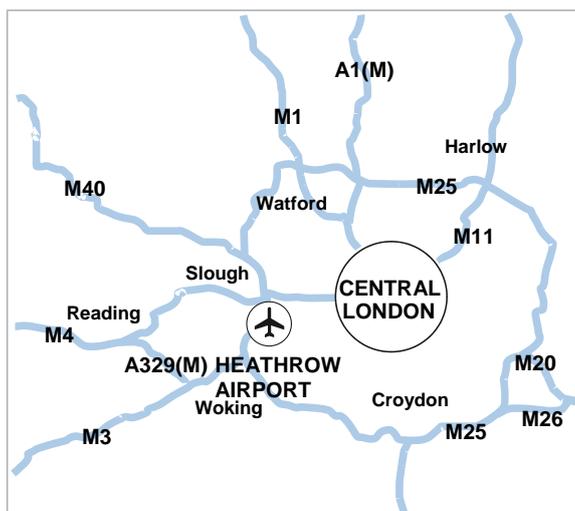


Figure 2 Heathrow Airport's location and major road networks

Heathrow Airport is owned and operated by Heathrow, an indirect subsidiary of the Issuer (the Issuer, together with Heathrow (SP) Limited, Heathrow (AH) Limited, Heathrow Funding Limited, Heathrow Airport Limited and Heathrow Express Operating Company Limited (“**Heathrow Express**”) being the “**Group**”).

The Group companies are indirect subsidiaries of Heathrow Airport Holdings Limited (“**Heathrow Airport Holdings**”) and, together with its subsidiaries, the “**Heathrow Airport Holdings Group**”).

Heathrow Airport Holdings is indirectly owned by investment vehicles controlled or managed by Ferrovial S.A. (25.00 per cent.), Qatar Holding LLC (20.00 per cent.), Caisse de dépôt et placement du Québec (12.62 per cent.), the Government of Singapore Investment Corporation (11.20 per cent.), Alinda Capital Partners (11.18 per cent.), China Investment Corporation (10.00 per cent.) and Universities Superannuation Scheme (10.00 per cent.).

The Group generates two primary types of income:

- (i) aeronautical income (£1,745 million or 59 per cent. of total income in 2018 (2017: £1,716 million)), which is generated from fees charged to airlines for use of Heathrow Airport’s facilities for flight and passenger activities and is subject to the CAA’s price caps; and
- (ii) non-aeronautical income (£1,225 million or 41 per cent. of total income in 2018 (2017: £1,168 million)), which is generated from retail and other sources, including concession fees from retail operators, direct income from car parks, property rental income, rail income and other regulated charges for services supplied by Heathrow, and is taken into account by the CAA in setting its price caps.

KEY STRENGTHS

Heathrow has a number of key strengths, deriving from both the commercial strength of the airport and its status as regulated infrastructure:

- **Unique location advantage:** Heathrow Airport enjoys a strong position in the South East of England, one of the world’s busiest air traffic markets and a market with growing demand for air travel and limited airport capacity;
- **Pre-eminent market position:** Heathrow Airport is Europe’s busiest airport and the world’s seventh busiest airport in terms of total passengers. It handles approximately 70 per cent. (in terms of seats) of all the UK’s scheduled long-haul air traffic (Source: IATA Airport IS schedule data for 2018). It services a range of market segments, including business and leisure travellers, origin and destination and transfer passengers, long- and short-haul routes, and a diversified range of major airlines;
- **Regulatory underpinning:** price regulation by the CAA provides significant income predictability and cash flow visibility within each regulatory period as well as protection against longer term cost and revenue risks;

- **Proven resilience:** the Group has consistently demonstrated its ability to perform and deliver, regardless of market trends, shocks and economic downturns;
- **Income diversification:** revenue generation from a variety of sources, including charges to airlines, concession fees from retail operators, income from car parks, advertising revenue, the rental of airport premises, the provision of facilities and services and the Heathrow Express rail service;
- **Operational excellence:** track record of operating close to its permitted capacity for a number of years, delivering large scale construction projects on time and on budget and consistently improving customers' satisfaction levels, at a lower operating expense;
- **Sustainable Growth:** Heathrow has taken a leading approach to sustainably grow the airport via the Heathrow 2.0 strategy which, in Heathrow's view, reduces long-term growth risk. Heathrow believes that it is important to use its strong position to drive change in the global aviation industry; and
- **Robust debt financing platform:** The Group's debt financing documents provide creditors with a strong set of protections. This includes security over all of the Group's assets, dividend trigger events, financial and operating covenants and a strong set of information and reporting requirements.

STABLE AND RESILIENT TRAFFIC PROFILE.

Heathrow Airport benefits from historically stable passenger volumes. A key factor in this stability is the unfulfilled demand that is created by the existing aircraft movement cap and size of airport. As demonstrated by Figure 3, Heathrow Airport has been operating at close to Heathrow Airport's annual air traffic movement ("ATM") cap for many years. This cap creates significant demand from airlines to operate from Heathrow Airport which reduces Heathrow Airport's exposure to individual airlines. Demand from airlines to operate from Heathrow Airport is also supported by the highly profitable routes that connect via Heathrow Airport. Five of the top ten most profitable long-haul intercontinental flights operate from or to Heathrow Airport (Source: IATA Airport IS schedule data for 2018).



Note - Low capacity utilisation in 2010 reflects primarily closure of air space due to ash from Icelandic volcano
Figure 3 Proportion of the 480,000 annual ATM cap operated to 31 December 2018

Heathrow Airport is also predominately a long-haul focussed airport and has a much higher proportion of long-haul traffic than its European peers. Heathrow also benefits from countercyclicality. In periods where traffic volumes are declining across the industry, airlines have tended to consolidate traffic towards hubs such as Heathrow Airport in order to benefit from the higher load factors and yields available from routes that operate from Heathrow Airport.

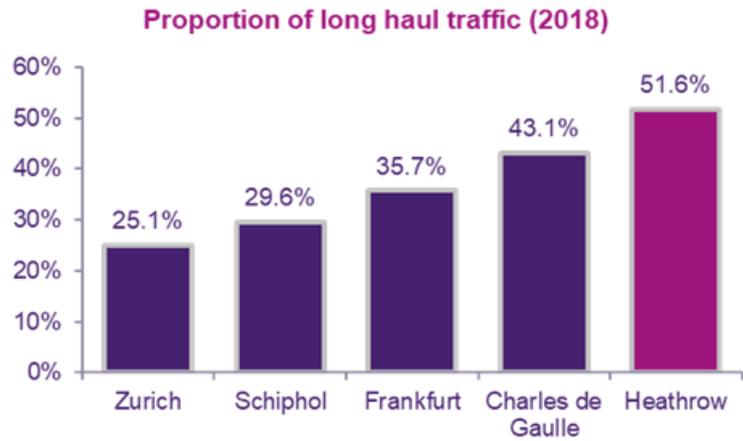


Figure 4 Proportion of long-haul traffic to 31 December 2018

As a result of these features, in the last traffic downturn in 2008 traffic volumes at Heathrow Airport only declined by 3.4 per cent. from peak to trough, which is significantly lower than that experienced at other European Airports. London’s profile as a major global city also supports Heathrow Airport’s resilient traffic profile as its traffic is well diversified across tourist, business and visiting friends and family passengers.

AIRPORT REGULATION

Heathrow Airport is subject to economic regulation by the Civil Aviation Authority (the “CAA”). Among other things, the CAA sets the maximum level of airport charges that Heathrow can levy on airlines for using Heathrow Airport’s facilities. These price caps are generally set for a five-year period (a “Quinquennium”), which may be extended.

This price-setting mechanism provides significant cash flow predictability within each Quinquennium. The price caps take into account Heathrow’s forecast revenues (both aeronautical and non-aeronautical) and costs as well as allowing recovery of capital costs and a return on investment capital. The return on capital is based on Heathrow’s opening Regulatory Asset Base (“RAB”) and its forecast capital expenditure for the Quinquennium. As for other regulated utilities in the UK, the RAB acts as a unit of regulatory value. The RAB is adjusted on an ongoing basis for capital expenditure, RPI inflation, regulatory depreciation and proceeds of disposals.

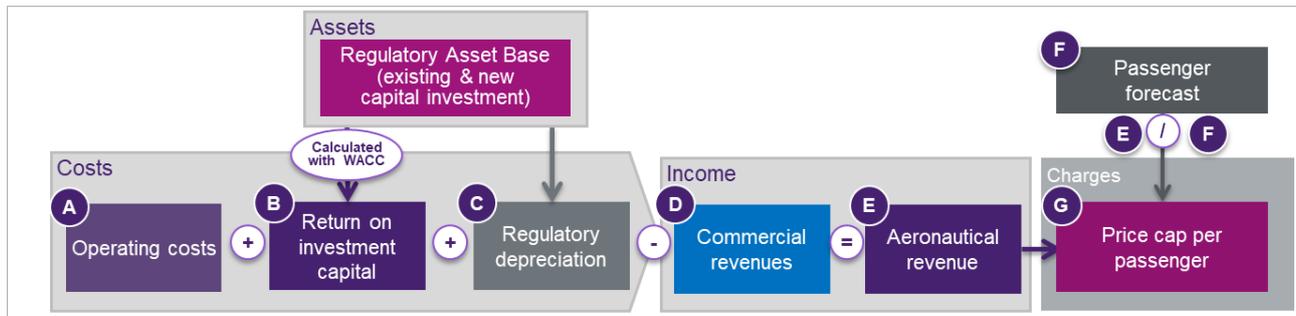


Figure 5 Building blocks for tariff calculation

The price-setting mechanism provides significant income predictability and cash flow visibility within each regulatory period and provides substantial explicit protection against costs resulting from new security regulations. In addition, the reset mechanism included within the regulatory framework ensures that Heathrow is only exposed to passenger volume, operational expenditure, commercial revenue performance and capital investment delivery risk within each regulatory period. This provides substantial protection against long-term passenger trends.

Q6 Extension, iH7 and H7

The current Quinquennium for Heathrow, Q6, was initially set for four years and nine months from 1 April 2014 to 31 December 2018 in order to align Heathrow’s financial and regulatory years. In December 2016, to deal with the uncertainty associated with the Government’s decision on the location for capacity expansion in the South East of England, the CAA announced that it would extend the regulatory period by one year (to end on 31 December 2019), rolling over the current price control of RPI-1.5 per cent. for the additional year.

Given the timetable for the expansion of Heathrow Airport, the CAA has emphasised the need for flexibility and decided to extend Q6 by a further two years to 31 December 2021. The extended two-year period is known as interim Heathrow 7 (“iH7”).

Following CAP1769 (the CAA consultation on whether the commercial agreement is in the interest of consumers), the CAA is also expected to confirm that the price path for iH7 will be RPI-1.5% for the year ending 2020 and 2021. The CAA also indicated that changes to the timetable (that is, further extensions to Q6) may still be possible if there are “very significant changes” to the statutory process associated with expansion. Heathrow and the airline community have reached a commercial agreement that would be implemented alongside the price path of RPI-1.5%. This in effect removes the need for the CAA to assess the revenue requirement allowed for Heathrow throughout iH7. The CAA has decided that the commercial agreement is in the interest of consumers, with the necessary licence changes to reflect the agreement over iH7 expected in November alongside the necessary changes to the licence to extend the price control.

As at the date of this Prospectus, the commercial agreement has been signed by a number of key airlines from multiple alliances and groups representing more than 85% of Heathrow Airport's traffic. Under the agreement, Heathrow offers a fixed rebate to all airlines provided a given threshold number of passengers is reached and also offers a volume rebate associated with airlines' individual performance. The rebates and threshold are offered and calculated for all airlines, using consistent principles in a non-discriminatory basis.

The rebate creates an incentive for airlines to make better use of Heathrow Airport's existing capacity by way of a volume discount while also providing protection in the event that passenger volumes were to fall below current levels prior to 2022. Another benefit of the commercial agreement is that it will enable all parties to concentrate on the longer term aim of securing a regulatory settlement for H7 (as defined below) which will support affordable and financeable expansion of Heathrow Airport.

The CAA, with the support of the Independent Planner Cost Reviewer (“IPCR”), has assessed whether Heathrow has efficiently incurred planning permission related costs of £82m for the period 25 October 2016 to December 2017. The CAA's decision is that Heathrow can recover £80m of the total spent; it cannot recover £1.2m of these costs, and further evidence and analysis is required to allow the recovery of £0.8m (of the total £82m). The timing of the implementation of this decision is yet to be confirmed by the CAA.

H7 Developments

The regulatory period commencing at the end of iH7 is known as "H7" (“H7”).

There have been a number of regulatory developments related to the expansion of Heathrow Airport, with more expected during the course of 2019.

The CAA's objective in developing the framework for H7 is to find a framework that facilitates affordable and financeable delivery of new capacity, driving competition and choice in the best interest of consumers. The CAA continues to progress its thinking on the H7 framework and launched a new consultation titled “Economic regulation of capacity expansion at Heathrow: policy update and consultation (CAP1782)” at the end of March 2019. In this consultation the CAA:

- a) discusses an integrated approach to assessing whether the H7 price control is financeable by considering risk, incentives and the required return to ensure a financeable outcome;
- b) continues to consider that there are merits to the case for a potential modification to Heathrow's licence by means of a new condition promoting economy and efficiency in the operation, maintenance and development of the airport;
- c) provides a further update on its approach to issues raised by potential alternative arrangements for delivering new capacity at Heathrow Airport. The CAA confirms that it does not plan to undertake significant work on alternative arrangements unless robust evidence emerges that alternative delivery models are in the interest of consumers; and
- d) further investigates the potential introduction of new capital investment incentives and how these may affect the risk and reward balance.

In July 2019, the CAA published a new consultation titled “Economic regulation of capacity expansion at Heathrow airport: consultation on early costs and regulatory timetable (CAP1819)”. In this consultation, the CAA consults on the regulatory treatment of Category B costs (see “*Expansion of Heathrow Airport – Regulatory Developments*” for description of Category A, B and C costs) to over £265m, pre-DCO Category C costs and the timetable for H7. Regarding Category B and pre-DCO Category C costs, the CAA confirms that these costs are in the interest of consumers and that these should be added to Heathrow's RAB and if efficiently delivered be recoverable by Heathrow. In addition, the CAA consults on what is the most appropriate allowed return for these costs in 2020 and 2021 and next steps to formally give effect to its policy on these costs.

Regarding the timetable for H7, the CAA confirms its preference for Heathrow to submit an initial business plan in December 2019, following which, a period of extensive consultation with the airline community will begin. Reflecting the feedback received Heathrow would have the opportunity to submit a final business plan for consideration by the CAA and stakeholders in 2020.

In August 2019, the CAA launched a further consultation titled “Economic regulation of Heathrow Airport Limited working paper on financial resilience and ring fencing (CAP 1832)”. Consistent with its duties, the CAA aims to ensure that Heathrow remains financially resilient throughout H7 in order to deliver expansion. In this working paper the CAA discusses potential alternatives to do so and we agree with the CAA that financeability and financial resilience are instrumental objectives to delivering expansion.

In addition, in October 2019 the CAA made its final decision regarding surface access policy. This will guide Heathrow’s future surface access investment. It confirms that Heathrow will be able to recover efficiently invested surface access investment and costs in accordance with the policy. See “*Business—Expansion of Heathrow Airport*” and “*Airport Regulation—Airport Regulation Generally*” and “*Airport Regulation—Heathrow Price Regulation—Q6 Extension, iH7 and H7*”.

FINANCIAL PERFORMANCE

The Group has continued to deliver a strong financial performance in recent years due to a combination of:

- Heathrow delivering record traffic and improvements in service standards and passenger experience;
- strong retail performance reflecting enhancements to the passenger experience such as refurbishment of Terminals 3, 4 and 5 and major redevelopment of the luxury retail facilities in Terminals 4 and 5; and
- a continuing focus on operational improvement and cost control.

As a result, in 2018 the Group saw revenue and Adjusted EBITDA increase by 3.0 per cent. and 4.4 per cent. respectively. The Group’s financial performance in 2018 reflected, in particular, record traffic levels and cost control.

This underlying performance has continued into 2019 with the Group’s Adjusted EBITDA for the first six months of the year increasing by 6.8 per cent. compared to the first six months of 2018.

Please also see “*Selected Historical Financial Information*” on page 40.

Revenue

The table below details the Group’s revenue for the years ended 31 December 2018 and 31 December 2017 as well as for the six months ended 30 June 2019 and 30 June 2018 (“**6M 2019**” and “**6M 2018**”).

	<i>Six months ended</i>		<i>Year ended 31 December</i>	
	<i>30 June</i>		<i>2018</i>	<i>2017</i>
	<i>2019</i>	<i>2018</i>	<i>2018</i>	<i>2017</i>
	<i>(£ millions)</i>		<i>(£ millions)</i>	
	<i>(unaudited)</i>		<i>(audited)</i>	
Aeronautical income.....	871	828	1,745	1,716
Retail income.....	339	327	716	659
Other income.....	251	250	509	509
Total	1,461	1,405	2,970	2,884

Aeronautical income

Aeronautical income includes airport fees and other traffic charges paid by airlines to Heathrow. Aeronautical income is subject to a maximum allowable yield per passenger determined by the CAA.

In the year ended 31 December 2018, aeronautical revenue increased 1.7% to £1,745 million (2017: £1,716 million) and increased 5.2% at £871 million in 6M 2019 versus £828 million in 6M 2018.

Aeronautical income generation in 2018 versus 2017 reflected record traffic growth offset by recoverable yield dilution as airlines employ cleaner and quieter aircraft as incentivised by our tariff structure. Heathrow continues to deliver strong value for passengers with average aeronautical revenue per passenger decreasing by 1% to £21.78. (2017: £22.00)

Aeronautical income generation in 6M 2019 versus 6M 2018 reflected continued record traffic growth, favourable passenger mix and recovery of prior year yield dilution. This has been somewhat offset by further recoverable current year yield dilution as airlines employ cleaner and quieter aircraft as incentivised by our tariff structure, and the introduction of our commercial airline deal.

Retail income

Heathrow Airport generates retail income primarily from retail concession fees and car parking income. Third parties operate all bars, restaurants, specialist shops, duty-free and tax-free outlets and other paid merchant services at the airport under concessions granted by Heathrow Airport. Heathrow Airport also generates retail income or fees from other services such as advertising, car rental and bureaux de change.

Heathrow's retail business has performed strongly in recent years with the key performance indicators for the business, retail income per passenger, increasing by 5.8 per cent. from £8.45 in 2017 to £8.94 in 2018. The strong performance in 2018 was evident across all revenue streams, with retail concession reflecting higher passenger numbers as well as the 'call-to-gate' initiative which increases passenger dwell time in the departure lounges. Retail concessions were additionally boosted by the roll out of new digital capability on the online Heathrow boutique, allowing customers to reserve and collect their shopping, with 52 brands now offering this service. Catering also benefitted from the call-to-gate initiative, and strong performance in the year was further enhanced by refurbishments in Terminals 3 and 5, as well as 'Grab & Go' offerings for passengers to take meals with them on their flights. Other retail reflects a significant increase in advertising income due mainly to improved utilisation of advertising sites.

Retail income per passenger increased 1.5 per cent. from £8.62 in 6M 2018 to £8.75 in the 6M 2019 benefiting from increased passenger traffic and a higher percentage of participating passengers. Catering also benefited from an improved outlet offering whilst luxury goods performed well as the weaker pound makes high value products more attractive for overseas passengers.

Other income

Heathrow generates other income from the provision of operational facilities and utilities to airlines and other businesses operating at the airport. This income includes rental of systems such as check-in and baggage-handling facilities and charges for providing electricity, telecommunications and water services. Heathrow Airport also generates rental income from property such as cargo storage, aircraft hangars, maintenance facilities and office premises and income from the Heathrow Express rail service.

Operating costs before depreciation and amortisation

In the year ended 31 December 2018, the Group's operating costs before depreciation and amortisation increased by £9 million (0.8 per cent.) from £1,124 million in 2017 to £1,133 million in 2018 and decreased by £2 million (0.4 per cent.) from £557 million in 6M 2018 to £555 million in 6M 2019.

In 2018, the increase in operating costs was primarily driven by expansion and investment in safety, security and resilience. In the early part of the year, Heathrow spent over £5 million in ensuring operations ran with limited disruption during one of the worst winters in recent years. There was also increased investment in special assistance services, security costs to aid operational resilience and upgrading drone defence capabilities. On a per passenger basis, costs have declined through cost efficiencies in people-related areas and a decline in business rates, offsetting increased pension charges including a one-off guaranteed minimum payment equalisation of past service costs, and higher staff numbers to manage service and resilience while passenger numbers continue to increase.

The lower operating costs in 6M 2019 versus 6M 2018 related to the adoption of International Financial Reporting Standard 16 – Leases ("IFRS 16"), where £26 million of lease costs are now being reported below EBITDA. Prior to the adoption of IFRS 16 these costs would have been included in operating costs, above EBITDA. Of the £26 million, £13 million sits within operational costs, £1 million sits within maintenance costs and £12 million sits within utilities. Operating costs excluding the application of IFRS 16 have increased, which was primarily driven by increased investment in growth, resilience, security and passenger experience. Heathrow has spent more on special assistance services, upgrading drone defence capabilities, security costs to aid operational resilience and keep passengers safe,

while passenger numbers continue to increase. Excluding the application of IFRS 16, operating costs in 6M 2019 have increased 4.1% to £580 million.

	<i>Six months ended</i>		<i>Year ended 31</i>	
	<i>30 June</i>		<i>December</i>	
	<i>2019</i>	<i>2018</i>	<i>2018</i>	<i>2017</i>
	<i>(£ millions)</i>		<i>(£ millions)</i>	
	<i>(unaudited)</i>		<i>(audited)</i>	
Employment.....	184	183	378	374
Operational	131	134	264	252
Maintenance.....	87	89	176	176
Business rates	60	61	122	126
Utilities	35	45	90	86
Other	58	45	103	110
Total	555	557	1,133	1,124

Financing of the Group

Overview

Heathrow Airport is the largest wholly-privately financed airport in the world. The Group maintains a diversified multi-product, multi-currency funding platform which currently incorporates bond issuance in Sterling, Euros, U.S. dollars, Swiss francs, Canadian dollars, Norwegian krone and Australian dollars together with various other forms of term debt as well as revolving credit facilities. As at 30 September 2019, the Group had consolidated nominal net debt of £14,175 million of which £12,844 million was within the Issuer’s subsidiaries and £1,331 million was at the Issuer level.

As at 30 September 2019, debt within the Issuer’s subsidiaries comprised £11,487 million in Class A net debt (Class A bonds are rated A- by S&P and Fitch) and an additional £1,357 million in Class B debt (Class B bonds are rated BBB by S&P and Fitch) which ranks behind the Class A debt. As at 30 September 2019, the Issuer itself had £1,331 million in net debt which is serviced from its subsidiaries’ cashflows but is structurally subordinated to the Class A and B debt within its subsidiaries.

Please see “*Debt, gearing and interest cover statistics*” on page 43.

Financing at the Issuer

The Issuer has a combination of loan, bond and privately placed financing in place which comprises:

- Issuer Facilities:
 - loan facilities of £50 million with a final maturity of 2022 (the “**2014 Issuer Facility**”);
 - £125 million with final maturities of up to 2026 (the “**2016 Issuer Facility 1**”);
 - £150 million with a final maturity of 2028, (the “**2016 Issuer Facility 2**”);
 - £75 million with a final maturity of 2024 (the “**2017 Issuer Facility**”);
 - £260 million with final maturities up to 2028, expected to be drawn in late 2019 and early 2020 (the “**2018 Issuer Facility 1**”);
 - £151.8 million with final maturities up to 2034 (the “**2018 Issuer Facility 2**”);
 - £250 million with a final maturity of 2031 (the “**2019 Issuer Facility 1**”);
 - £200 million with a final maturity of 2035 (the “**2019 Issuer Facility 2**”) expected to be drawn by late 2020; and
 - £100 million with a final maturity of 2035, £50 million of which is drawn and £50 million to be drawn in 2020 (the “**2019 Issuer Facility 3**”, together with the 2014 Issuer Facility, the 2016 Issuer

Facility 1, the 2016 Issuer Facility 2, the 2017 Issuer Facility, the 2018 Issuer Facility 1, the 2018 Issuer Facility 2, the 2019 Issuer Facility 1 and the 2019 Issuer Facility 2, the “**Issuer Facilities**”);

- £300 million notes due 2024 (the “**2024 Notes**”);
- £250 million notes due 2025 (the “**2025 Notes**”);
- £275 million notes due 2027 (the “**2027 Notes**”); and
- £75 million of private placed debt to be drawn in four instalments ending in May 2020 with a final maturity in 2030 (the “**2030 PP**”).

The issuance of Notes described in this Prospectus will rank *pari passu* with the Issuer Facilities, the 2024 Notes, the 2025 Notes, the 2027 Notes and the 2030 PP, and will benefit from the same security package.

Financing at the Senior Borrower Group

The Senior Borrower Group finances its activities through a mix of senior (Class A) and junior (Class B) term debt (including bonds) and revolving credit facilities in a variety of tenors, formats and currencies. It hedges a significant proportion of its interest rate, inflation and currency exposures under an agreed hedging policy.

Bonds are issued by Heathrow Funding Limited under its bond issuance programme, which was established in 2008.

The Senior Borrower Group also has access to various other forms of term debt and revolving credit and liquidity facilities which have significant undrawn balances.

The Senior Borrower Group uses proceeds of bond issuances, term debt and revolving credit facilities drawings for its general corporate purposes, including to fund operating and capital expenditure, to pay interest and principal on its bonds, term debt and revolving loans and, subject to the terms of its financing agreements, to make distributions to enable the servicing of other parts of the Heathrow Airport Holdings Group’s capital structure, including payments of interest and principal related to the Issuer’s debt and to enable the payment of dividends to the Heathrow Airport Holdings Group’s ultimate shareholders.

As at 30 September 2019, the Issuer’s subsidiaries had outstanding £12.1 billion in nominal debt under 39 separate bond issues with scheduled maturities between 2020 and 2058. At the same date, the Issuer’s subsidiaries had in place:

- £1,050 million in revolving credit facilities with a final maturity of November 2023 (fully undrawn);
- £100 million working capital facility with a final maturity of November 2023 (fully undrawn);
- £16 million in amortising loans from the European Investment Bank with a final maturity of 2022 (fully drawn);
- £718 million in term loan facilities with maturities between 2021 and 2029 (fully drawn);
- £725 million in term notes with maturities between 2026 and 2037 (fully drawn); and
- £381 million in bonds with maturities between 2035 and 2041 (fully undrawn);

The Group’s debt maturity profile (determined on a nominal basis and excluding £395 million in index-linked derivative accretion but including £1,086 million in undrawn term debt), as at 30 September 2019, is as shown in the table below.

	<i>Less than 1 year</i>	<i>1 – 2 Years</i>	<i>2 – 5 Years</i>	<i>5 – 10 Years</i>	<i>Over 10 Years</i>	<i>Total</i>
	<i>(£ millions) (unaudited)</i>					
Heathrow Funding Limited Class A Bonds...	-	1,117	1,734	1,733	6,129	10,713
Heathrow Funding Limited Class B Bonds...	400	-	600	155	583	1,738
Revolving credit facility (Class A).....	-	-	-	-	-	-
EIB loans.....	4	-	12	-	-	16
Term notes.....	-	-	-	100	625	725
Class A term loan.....	-	-	418	300	-	718

2024 Notes, 2025 Notes, 2027 Notes,	-	-	300	525	-	825
Issuer Facilities	75	-	200	535	777	1,587
Total	479	1,117	3,264	3,348	8,114	16,322

Liquidity

At 30 September 2019, the Group had £3,691 million in cash resources and undrawn debt facilities, including £1,150 million available under revolving credit and working capital facilities, £1,086 million available under term debt and £1,456 million in cash, cash equivalents and authorised investments.

The Group is cash positive with £1,790 million cash from continuing operating activities in 2018.

The Group expects to have sufficient liquidity to meet all its obligations in full until May 2021. The obligations include forecast capital investment (including expected investment over the period related to potential expansion), debt service costs, debt maturities and distributions. The liquidity forecast takes into account the undrawn loan facilities and term debt as well as cash resources at 30 September 2019 referred to above together with expected operating cash flow over the period. Under the Senior Borrower Group Indebtedness common terms agreement (the “CTA”), it is required that projected cashflow from operations after deducting finance charges together with cash at hand and any undrawn balances under committed facilities exceeds 12 months’ projected capital expenditure.

Ring-fencing of the Group

Heathrow Airport Holdings has put in place a ring-fenced long-term debt financing platform for the Group. This financing platform has been designed to support senior, junior and holding company bond and other term debt, revolving credit facilities and associated hedging.

The Noteholders will, like the Class A and Class B bondholders, benefit from a range of structural enhancements, including the following:

- the Group is insulated from Heathrow Airport Holdings insolvency:
 - creditors have full security over both the Issuer and its parent Heathrow (DSH) Limited including a pledge of shares in both the Issuer and the Security Parent;
 - subject to the Intercreditor Agreement, Noteholders have the power to appoint an administrative receiver to Heathrow (DSH) Limited and so mitigate the risk of insolvency of the Issuer;
- there are no legal, economic or cash flow dependencies between the Issuer and Heathrow Airport Holdings Group companies higher up the corporate structure:
 - the Issuer is required to act solely as a holding company of the Security Parent, and its parent, Heathrow (DSH) Limited, is required to act solely as a holding company for the Issuer;
 - the Issuer has no other assets and no recourse or liability to other parts of the Heathrow Airport Holdings Group;
 - restrictions are in place on transactions with the wider Heathrow Airport Holdings Group to avoid value transfer;
- an operational and financial covenant package including:
 - restrictions on the Issuer’s ability to distribute cash outside the Group, including restrictions on distributions where:
 - *pro forma* RAR is greater than 82 per cent. for Class A and Class B debt at the Security Parent (compared with 85 per cent. under the CTA). This is designed to provide headroom within the Class B debt trigger levels at the Security Parent and so provide a liquidity buffer at the Issuer;
 - *pro forma* RAR is greater 92.5 per cent. for debt at the Issuer;
 - Noteholders benefit indirectly from the covenants (e.g. hedging policy, restrictions on Heathrow’s activities and sale of key assets) which bind the Senior Borrower Group under the CTA; and

- a covenant that prevents the Senior Borrower Group agreeing to any tighter restrictions on distributions than are currently in the CTA, so protecting the distributions which the Issuer requires to service its indebtedness, including the Notes.

For more details on the financing arrangements described above, see “*Description of Other Indebtedness*” and “*Terms and Conditions of the Notes in Definitive Form*” in this Prospectus.

Use of proceeds of the Notes

The issuance of the Notes together with the expected use of proceeds outlined below will result in the amount of gross debt at the Issuer being 12.9 per cent. of Heathrow Airport’s expected RAB at the end of 2019.

The net proceeds of the issue of the Notes are expected to be used for general corporate purposes.

HEATHROW’S STRATEGY

Heathrow is focused on transforming Heathrow Airport from one of the best airports in Europe to one of the best airports in the world.

To support and develop Heathrow Airport’s role as a hub, Heathrow intends to continue enabling the success of the major network airlines operating at Heathrow Airport by investing in further capacity, operational flexibility and resilience while maintaining sustainable aeronautical charges for airline customers.

Heathrow works continuously to make every journey better through improved service standards to ensure it remains passengers’ preferred airport. Improving the passenger experience is supported by ongoing investment in modern airport facilities and operating processes. The Group has invested approximately £9 billion transforming Heathrow Airport over the last decade, including the opening of Terminal 2 in June 2014. Each of Heathrow Airport’s four operational terminals is either relatively new or recently refurbished. In 2018, the Group invested £793 million (2017: £700 million) including expansion-related capital investment. Terminal 5 was awarded the World’s Best Airport Terminal by Skytrax for five consecutive years up to and including 2016 and Terminal 2 was awarded the World’s Best Airport Terminal by Skytrax in 2018. In 2019, Terminal 5 regained the title as the World’s Best Airport Terminal. Heathrow Airport was named “Best Airport in Western Europe” by Skytrax for the fifth time in 2019. In 2019, Heathrow Airport also was named the Best Airport for Shopping the tenth year running.

Heathrow has four strategic priorities to help deliver its strategy:

- **Mojo:** making Heathrow a great place to work, helping its people fulfil their potential and working together to lead change across Heathrow Airport;
- **Transforming customer service:** aiming to deliver the world’s best passenger experience through working with the Heathrow Airport community to transform the service it gives to passengers and airlines;
- **Beating the plan:** aiming to beat the business plan and deliver a competitive return by growing revenue, reducing costs and delivering investments efficiently; and
- **Sustainable growth:** working to operate and grow Heathrow Airport sustainably, now and in the future.

Sustainability is at the core of Heathrow’s strategy to responsibly develop Heathrow Airport to support sustainable economic growth in the United Kingdom. In February 2017, Heathrow launched Heathrow 2.0, a long-term sustainability strategy which sets out a series of goals to deliver sustainable growth. The strategic business case for Heathrow 2.0 comprises four key business benefits. These are:

- **Maintaining the licence to operate and grow.** Managing environmental risks and transforming Heathrow’s performance on sustainability to build trust with local, political and NGO stakeholders and position Heathrow as a leader;
- **Attracting and retaining talent.** Nearly 40 per cent. of millennials have chosen a job because of the relevant company’s sustainability approach (*survey by Swytch, Feb 2019*);
- **Creating brand preference in response to changing consumer perceptions.** Passengers welcome an airport experience that induces a sense of emotional well-being as well as meeting their practical needs. Sustainability can bring a human touch to a functional place; and
- **Delivering cost efficiencies.** Key Heathrow 2.0 objectives such as zero carbon infrastructure, zero waste and water reduction deliver cost efficiencies as well as environmental improvements.

As a result, Heathrow 2.0 focuses on four pillars as follows:

- **A Great Place to Work** – helping Heathrow's people fulfil their potential;
- **A Great Place to Live** – working with Heathrow Airport's neighbours to improve their quality of life;
- **A Thriving Sustainable Economy** – creating opportunities for business to deliver a stronger future for the UK; and
- **A World Worth Travelling** – working with Heathrow's industry and regulator to deliver fair and sustainable air travel for future generations to enjoy.

EXPANSION OF HEATHROW AIRPORT

Heathrow Airport has been operating close to its permitted limit on annual flights for a number of years and is the busiest airport in the world with two or fewer runways, based on its mode and hours of operation. As a result, for a significant period of time Heathrow has been considering ways to deliver sustainable growth by expanding runway capacity. The objective is to deliver even greater benefits in Heathrow Airport's role as the UK's only hub airport whilst mitigating the effects of expansion, particularly on local communities.

The expansion of Heathrow Airport comprises a nationally significant infrastructure project (“**NSIP**”) for the purposes of the Planning Act 2008 (the “**Planning Act**”). The Planning Act intends to speed up the decision-making process for major new infrastructure projects. NSIPs require a type of consent known as ‘development consent’ under procedures governed by the Planning Act which, where granted, is made in the form of a Development Consent Order (“**DCO**”). Heathrow intends to prepare its final proposals and submit its DCO application to the Secretary of State in 2020, commencing a consent process which will take approximately 18 months from submission of the DCO application to decision. If Heathrow is granted a DCO, the first flights are expected to begin using the new runway as early as 2026.

The Planning Act provides that the Secretary of State can designate a national policy statement (“**NPS**”) which sets out the policy framework against which an application for development consent to construct and operate a NSIP will be determined. NPSs are subject to public consultation and scrutiny by Parliament before being finalised. The final Airports NPS (“**ANPS**”) was approved by Parliament on 25 June 2018. The House of Commons voted 415 to 119 in favour of the ANPS, a majority of 296. The Secretary of State for Transport formally designated the ANPS on 26 June 2018.

Since approval of the ANPS, Heathrow has been actively developing its DCO application and has made considerable progress towards delivering a sustainable, affordable and financeable expanded Heathrow Airport. Heathrow remains committed to delivering expansion responsibly through open and transparent consultation. Heathrow has carried out three public consultations.

Between January and March 2018, Heathrow consulted on its emerging proposals and options for the expansion of the airport. Between January and March 2019, Heathrow carried out a second consultation, which focused on airspace change proposals for its existing two runways and expansions as well as future operations for an expanded airport.

Heathrow launched a statutory consultation on 18 June 2019 (the “**June 2019 Consultation**”) which ran until 13 September 2019 (see “*Business—Expansion of Heathrow Airport*”). Statutory consultation is required under the Planning Act prior to submission of a DCO application. Heathrow has assessed all feedback received to date through its previous consultations to develop its proposal and is currently assessing the feedback from the statutory June 2019 Consultation. Heathrow will use the feedback received via this statutory consultation, and any further engagement after this date, to finalise the project prior to submission of its DCO application in 2020.

The June 2019 Consultation sought feedback on a number of proposals including:

- **Heathrow's draft preferred masterplan for expansion:** Heathrow's proposals for the future layout of the airport including the runway and other airport infrastructure such as terminals and road access;
- **plans to operate the future airport:** how the future three runway airport will be operated, including important elements such as night flights, as well as how additional flights could be operated on Heathrow Airport's existing two runways before the new runway opens;
- **assessment of impacts of Heathrow Airport's growth:** Heathrow's preliminary assessment of the likely impacts of expansion on the environment and local communities; and

- **plans to manage the impacts of expansion:** Heathrow's plans for mitigating the effects of expansion, including property compensation, Heathrow's Noise Insulation Policy, a Community Fund, and measures to mitigate against air pollution, carbon, and other environmental effects.

The June 2019 Consultation set out Heathrow's draft preferred masterplan and proposed growth in phases – from the opening of the new runway expected as early as 2026 to the completion of the masterplan in approximately 2050. Growth in infrastructure between 2026 and 2050 is intended to align closely with forecast passenger growth. The expansion of the airport creates benefits for consumers as a result of greater competition and will help airlines schedule and develop new routes, reduce operational impacts to minimise impact on the customer experience and provide flexibility to respond if passenger growth performs differently to Heathrow's forecasts.

At each phase of the draft preferred masterplan, Heathrow set out the infrastructure that will be required to accommodate estimated passenger numbers (million passengers per annum, or mppa). The phasing shown is indicative and represents key snapshots in time; the speed of delivery of infrastructure could be affected by changing passenger demand, affordability or other factors. Heathrow has phased its growth proposals as follows:

- 1) **up to around 2026:** new north west runway completed including realignment of the M25, diversion of local roads and rivers and completion of surface water treatment requirements;
- 2) **around 2030 (up to 115 million passengers per annum):** partial completion of terminal facilities and satellite building, reconfigured cargo areas and some new hotels completed;
- 3) **around 2035 (up to 130 million passengers per annum):** additional terminal and satellite facilities, new parking areas and further airport related development including hotels; and
- 4) **around 2050 (up to 140 million passengers per annum):** completion of terminal facilities including demolition of Terminal 3 and transformation of the Central Terminal Area.

Subject to obtaining a DCO, the proposed expansion of Heathrow Airport is required to deliver at least 260,000 additional flights per annum at Heathrow Airport. Heathrow's current draft preferred masterplan considers growth up to 740,000 flights serving approximately 142 million passengers per annum, compared to over 80 million passengers in 2018 and the creation of thousands of jobs in every region across the nation while delivering billions of pounds worth in economic benefits.

The expansion of Heathrow Airport needs to balance economic benefits with Heathrow's responsibility to the environment. The ANPS sets out criteria on carbon, air quality, noise and surface access that Heathrow's expansion plans need to meet for Heathrow to receive permission to expand. Heathrow believes that a new approach to growing capacity is the right way for Heathrow Airport to operate sustainably and incentivises Heathrow further to minimise effects of growth.

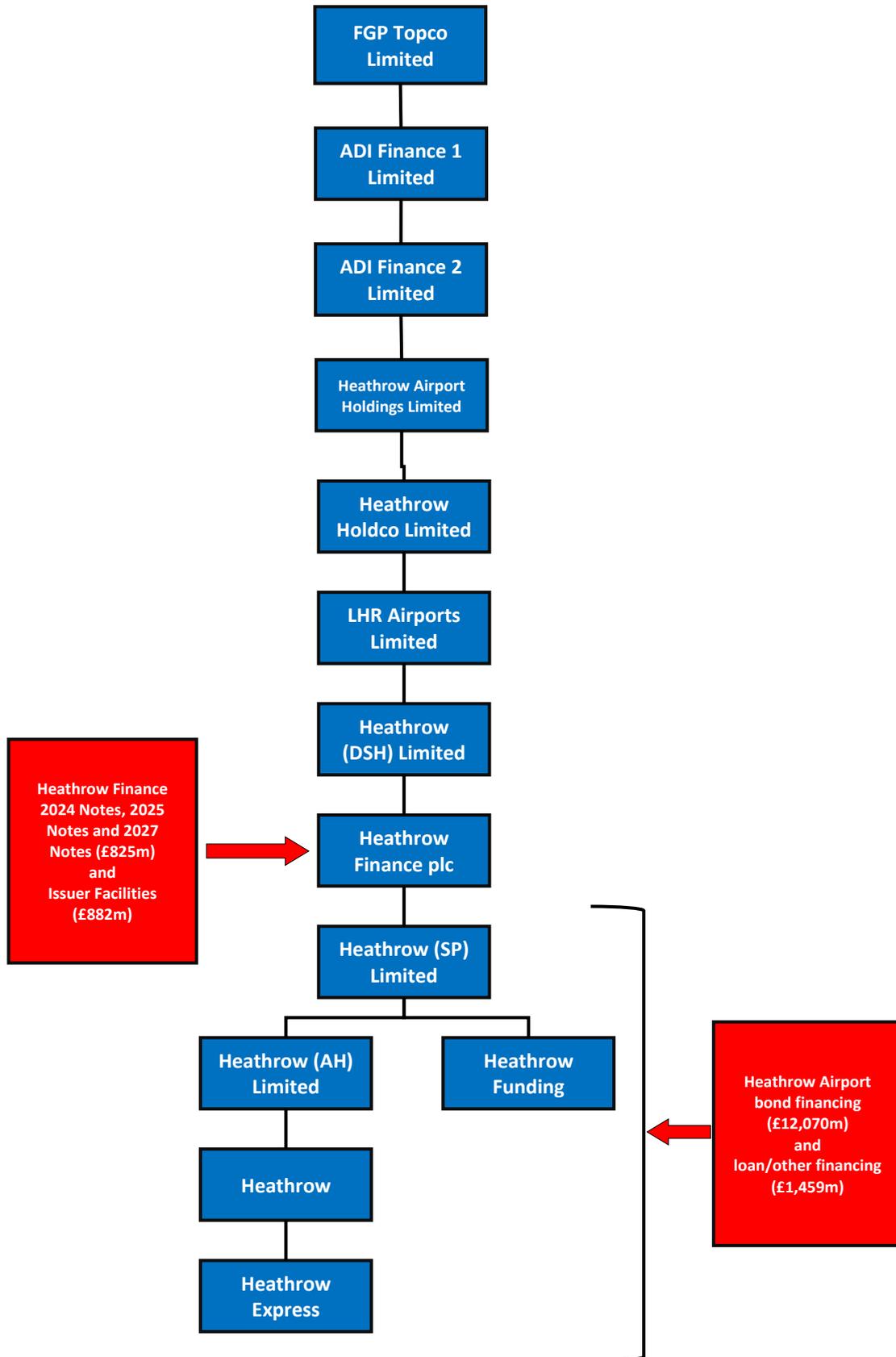
Heathrow has proposed a system of environmentally-managed growth, where capacity is released according to a number of legally binding strict environmental limits encompassing the key environment impacts of carbon, air quality, noise and surface access. Heathrow proposes that it will only be able to release new capacity if it is operating within these limits. Heathrow has also proposed publishing environmental performance publicly, clearly and transparently, to validate its monitoring. This is outlined in the environmentally managed growth framework which was published at the time of the June 2019 Consultation.

In parallel with the DCO process, Heathrow has also progressed the approval process required to implement the airspace changes associated with the expansion of Heathrow Airport. The changes to Heathrow's flight paths follow a separate approvals process to the physical expansion of Heathrow Airport. To obtain permission for changes to flight paths, an Airspace Change Proposal is required to be submitted to the CAA. Heathrow intends to undertake a full public consultation on proposed flight path changes required for expansion in 2022.

Heathrow is also considering a number of changes to help the current two runways operate more efficiently. These include using Independent Parallel Approaches ("IPA"). The proposed introduction of IPA on Heathrow Airport's existing two runways has the potential to increase the efficiency and resilience of the airport and it could also be used to facilitate the proposed early release of capacity in advance of the third runway being brought into operation. Upon receipt of DCO consent, it is proposed that the current cap of 480,000 ATMs would be increased. Heathrow is proposing to implement up to an additional 25,000 ATMs on the existing two runways prior to the third runway being brought into operation.

CORPORATE AND FINANCING STRUCTURE

The following chart summarises the Group’s corporate and financing structure as at the date of this Prospectus. All of the entities are wholly owned. Debt amounts show drawn amounts as at 30 September 2019.



THE NOTES

The overview below describes the principal terms of the Notes and is qualified in its entirety by the detailed information appearing elsewhere in this Prospectus and, in particular, the “Terms and Conditions of the Notes in Definitive Form”. Potential purchasers of the Notes are urged to read this Prospectus in its entirety. Terms used in this overview and not otherwise defined shall have the meanings given to them in the Terms and Conditions of the Notes.

Issuer	Heathrow Finance plc.
Notes to be Issued	£300 million aggregate principal amount of 4.125 per cent. Senior Secured Notes due 2029 (the “Notes”).
Issue Date	The Notes will be issued on 19 November 2019.
Maturity Date	The Notes will mature on 1 September 2029.
Interest Rate	The Notes will bear interest at a rate of 4.125 per cent. per annum.
Interest Payment Dates	1 March and 1 September of each year, commencing on 1 March 2020.
Denominations	The Notes will have a minimum denomination of £100,000 and any integral multiple of £1,000 in excess thereof up to 199,000. Notes in denominations of less than £100,000 will not be available.
Ranking	The Notes will be general obligations of the Issuer and will be senior obligations of the Issuer, rank <i>pari passu</i> with the Issuer Facilities, the 2024 Notes, the 2025 Notes, the 2027 Notes and 2030 PP, and will be structurally subordinated to all existing and future indebtedness of the Senior Borrower Group, including the borrower loan agreements between Heathrow Airport Limited and Heathrow Funding Limited in respect of the outstanding bonds of Heathrow Funding Limited.
Security	The obligations of the Issuer under the Notes and the Trust Deed will be secured by fixed and floating security interests over substantially all tangible and intangible assets and undertaking of the Issuer and Heathrow (DSH) Limited, including first priority security interests in the share capital of Heathrow Finance plc and Heathrow (SP) Limited (the “Transaction Security”).
Redemption Upon Changes in Withholding Taxes	The Issuer may, at its option, redeem all, but not some only, of the Notes at any time at par plus accrued interest in the event of certain tax changes, as described under Condition 7.2(b) (<i>Redemption Upon Changes in Withholding Taxes</i>).
Optional Redemption	The Issuer may, at its option, redeem all, or some only, of the Notes at any time after the Issue Date at the relevant redemption amount described under Condition 7.2(a) (<i>Optional Redemption</i>).
Additional Amounts	The Issuer will pay such additional amounts as may be necessary in order that the net amounts received by each Noteholder in respect of the Notes, after withholding for any taxes imposed by tax authorities in the United Kingdom upon payments in respect of the Notes made by or on behalf of the Issuer will equal the respective amounts which would have been received in the absence of any such withholding taxes, subject to customary exceptions, as described in Condition 10 (<i>Taxation</i>).
Change of Control	If the Issuer experiences a change of control, it will be required to offer to repurchase the Notes at 101 per cent. of their principal amount plus accrued interest. See Condition 7.3 (<i>Purchase of Notes Upon a Change of Control</i>).
Events of Default	Events of Default under the Notes include: non-payment of principal, premium or interest under the Notes; breach of the covenants and other terms contained in the Conditions; insolvency events relating to the Issuer or its subsidiary group companies; suspension of payments by the Issuer or its subsidiary group companies; certain insolvency events; impairment of

the Transaction Security; enforcement of execution proceedings; and cross-default, in each case, subject to the provisions described in Condition 11 (*Events of Default*).

Certain Covenants

Subject to certain cure rights, the Notes will require Group RAR not to exceed 92.5 per cent., at the relevant testing date and Group ICR not to be less than 1.0 in respect of any relevant testing period. The Notes also contain covenants that will limit, among other things, the ability of the Issuer and, in certain cases, its subsidiary group companies to:

- incur, guarantee or provide indemnities for additional indebtedness;
- pay dividends, redeem capital shares, pay management, advisory or other fees to shareholders of the Issuer, make payments in respect of certain subordinated debt or make certain other restricted payments;
- issue and sell capital shares or indebtedness of Heathrow (SP) Limited;
- enter into certain transactions with affiliates;
- create or permit to exist certain security;
- transfer, lease or sell certain assets;
- restrict subsidiaries of the Issuer to pay dividends or make other payments to the Issuer; and
- merge or consolidate with other entities.

Each of these covenants is subject to significant exceptions and qualifications. See Condition 4 (*Covenants*) and the related definitions.

Intercreditor Arrangements

The Issuer and the other obligors have entered into an intercreditor agreement (the “**Intercreditor Agreement**”) with, among others, the security agent, the agents under the Issuer Facilities, the trustee for the 2024 Notes, the trustee for the 2025 Notes, the Trustee for the 2027 Notes, the purchasers of the 2030 PP and any hedging creditors. The Trustee will accede as an additional bond creditor to the Intercreditor Agreement on 19 November 2019. The Intercreditor Agreement provides that the debt held by the secured creditors that are secured by the Transaction Security, including the holders of the Notes, will rank *pari passu* without any preference between any class of such secured debt. The Intercreditor Agreement also sets out, among other things, the circumstances under which the security documents may be enforced by the security agent on behalf of secured creditors, the application of enforcement proceeds and the circumstances under which the Transaction Security may be shared on a *pari passu* basis with additional third party creditors. See “*Description of Other Indebtedness—Intercreditor Agreement*”.

Modification, Waiver and Substitution

The Trustee may, without the consent of holders of the Notes, agree to (i) any modification of (subject to certain exceptions), or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes, the Trust Deed or the Agency Agreement or (ii) the substitution in place of the Issuer as principal debtor under the Notes, in each case in the circumstances and subject to the conditions described in Conditions 16 (*Meetings of Noteholders, Modification, Waiver and Authorisation*) and 14 (*Substitution*).

Use of Proceeds

The net proceeds of the issue of the Notes are expected to be used for general corporate purposes.

Principal Paying Agent

Deutsche Bank AG, London Branch

Trustee	Deutsche Trustee Company Limited
Joint Global Coordinators and Joint Bookrunners	Barclays Bank PLC, BNP Paribas and ING Bank N.V., London Branch
Passive Bookrunners	Banca IMI S.p.A., ICBC Standard Bank Plc, Merrill Lynch International and National Australia Bank Limited ABN 12 004 044 937
Listing and Trading	Application has been made to the Financial Conduct Authority for the Notes to be admitted to listing on the Official List and to trading on the Market. There are no assurances that the Notes will be admitted to the Market.
Governing Law	The Notes and the Trust Deed will be governed by the laws of England and Wales.
Form	The Notes will be in bearer form.
Credit Ratings	The Notes are expected to be rated on issue Ba3 by Moody's and BB+ by Fitch. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Moody's and Fitch are established in the European Community and are registered under the CRA Regulation.
Selling Restrictions	The Notes have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States. The Notes may be sold in other jurisdictions (including the United Kingdom) only in compliance with applicable laws and regulations. See " <i>Subscription and Sale</i> " below.
ISIN Code:	XS2081020872
Common Code:	208102087

RISK FACTORS

The following sets out certain aspects of the Group's financing documentation and the activities of the Group about which prospective Noteholders should be aware. The occurrence of any of the events described below could have a material adverse effect on the business, financial condition or results of operations of the Issuer or the Group and could lead to, among other things, non-payment of amounts under the Notes.

This section of the Prospectus describes all material risks that are known to the Group as at the date of this Prospectus. This section of the Prospectus is not intended to be exhaustive and prospective holders of the Notes should read the detailed information set out elsewhere in this document, including the documents incorporated by reference, prior to making any investment decision. Further, prospective holders of the Notes should seek their own legal, financial, accounting, tax and other relevant advice as to the structure and viability of an investment in the Notes.

In addition, while the various structural elements described in this document are intended to lessen some of the risks discussed below for holders of the Notes, there can be no assurance that these measures will ensure that the holders of the Notes receive payment of interest or repayment of principal from the Issuer in respect of such Notes on a timely basis or at all.

COMMERCIAL RISKS

The successful implementation of the Group's capital investment programme could be affected by unanticipated construction and consents issues.

The Group's capital investment programme includes major construction projects at Heathrow Airport, including the potential expansion of Heathrow Airport, and is subject to a number of risks. For example, if the Group is not able to achieve a consensus amongst its airline customers in support of capital investment projects, this could affect the willingness of the CAA to include the costs of such projects in the RAB. Difficulties in obtaining or discharging the requirements of any requisite permits, consents, including environmental consents, licences, planning permissions, compulsory purchase orders or airspace change consents (and related legal challenges) or easements could adversely affect the design or increase the cost of the capital expenditure projects or delay or prevent the completion of a project or the commencement of its commercial operation. Although contractors typically share in cost and schedule risks, the Group may face higher than expected construction costs and delays, not all of which may be permitted by the CAA to be included in Heathrow Airport's RAB, and possible shortages of equipment, materials and labour due to the number of major construction projects in the London area.

The Group's planned capital expenditure programme has a large number of interdependent programmes of work and a reliance on suitably qualified and experienced personnel for the delivery of projects.

The commencement of commercial operation of a newly constructed facility may also give rise to start-up problems, such as the breakdown or failure of equipment or processes, or lack of readiness of airline operators, closure of facilities and disruptions of operations. The Group's construction contracts may contain restricted remedies or limitations on liability such that any such sums claimed or amounts paid may be insufficient to cover the financial impact of breach of contract. The ability of contractors to meet their financial or other liabilities cannot be assured.

The failure of the Group to recognise, plan for and manage the extent of the impact of construction projects could result in projects overrunning budgets, operational disruptions, capital expenditure trigger rebates to airlines, unsatisfactory facilities at Heathrow Airport, safety and security performance deficiencies and higher than expected operating costs. Any of these could affect Heathrow Airport's day-to-day operations and impact the Group's reputation and, consequently, have a material adverse effect on the Group's business, financial condition and results of operations.

The potential expansion of Heathrow Airport could be delayed due to factors outside the Group's control.

The expansion of Heathrow Airport is subject to certain steps, factors and processes outside the control of the Group, including but not limited to:

- engagement and formal consultation with Heathrow Airport's airline community, local communities and the wider public;
- engagement and formal consultation with neighbouring and regional local authorities and other statutory bodies (including Transport for London, the Environment Agency and Natural England);
- the grant of a DCO (as defined above) by the Secretary of State for Transport following submission of a detailed application by Heathrow and an examination process conducted by the Planning Inspectorate on behalf of the Secretary of State;

- any delay to the DCO application/decision process caused by political instability and/or by rival scheme promoters;
- the grant of any other planning consents (including, for example, for early works required to facilitate development relating to expansion) and/or environmental licences and permits required for expansion;
- airspace change consent from the CAA to make changes to the airspace around Heathrow Airport to support the North West Runway Scheme (as defined below);
- successfully defending legal or other challenges to the expansion of Heathrow Airport;
- accessing debt markets to fund the expansion of Heathrow Airport;
- competing large infrastructure projects in the UK resulting in human resources and supply chain constraints;
- competing schemes relating to the development at or around Heathrow Airport; and
- the construction, delivery and operation of an expanded Heathrow Airport (including in accordance with the requirements of any/all consents and permits obtained).

While the Group is undertaking significant activity to secure the proposed expansion of Heathrow Airport (see ‘*Business—Expansion of Heathrow Airport*’), any delay or failure to secure or deliver any of the necessary steps or any of the processes required in connection with the expansion of Heathrow Airport as expected could in turn delay (or prevent) the potential expansion of Heathrow Airport, and any such delays could in turn lead to cost overruns and the lack of available resources relating to the construction, delivery and operation of an expanded Heathrow Airport, which may have a material adverse effect on the Group’s reputation, business, financial condition and results of operations.

The Group’s aeronautical income could decline as a result of a reduction in flights, passengers or other factors outside the Group’s control which adversely impact the operating resilience of the Group.

The Group generates aeronautical income from airport fees and traffic charges. These charges are regulated and principally levied on the basis of passenger numbers, maximum total aircraft weight, aircraft noise and emission characteristics and the length of time for which an aircraft is parked at the airport. The charges are also linked to the rate of inflation, which is liable to change (both as a result of the performance of the UK economy and also as a result of changes to the basis on which RPI and / or CPI are calculated). There are no specific operating contracts with the airlines operating at Heathrow Airport. There can therefore be no assurance as to the level of the Group’s future aeronautical income from any one or more airline operators. Decisions by, legal disputes with, financial difficulties at, or the failure of, a significant airline customer, or the withdrawal of their landing rights, could lead to a reduction in flights and passenger numbers and/or failure or delay in recovering airport fees or landing charges. The effect of decisions by or events at airlines that have a major presence at Heathrow Airport could have a material adverse effect on the Group.

The number of passengers using Heathrow Airport may be affected by a number of other factors, including:

- industrial action that affects critical services at Heathrow Airport, including at airlines;
- wars, riots or political action;
- acts of terrorism or cybersecurity threats and attacks;
- changes in domestic or international regulation, including international trade liberalisation developments such as Open Skies (as defined below);
- shocks to the macroeconomic environment (including any impact of the UK exiting the European Union, changes in fuel prices and currency exchange rates, inflation, employment and spending) whether affecting the global economy, the UK economy or the Greater London economy in which Heathrow Airport is based;
- an increase or decrease in competition from UK and non-UK airports;
- unauthorised use of drones;
- protest activity;
- an increase in airfares;
- airline bankruptcies;
- decisions by airlines regarding the number, type and capacity of aircraft (including the mix of premium and economy seats), as well as the routes on which particular aircraft are utilised;
- health scares, epidemics or pandemics across the globe;

- disruptions caused by natural disasters or events, for example, the closure of airspace due to the volcanic eruption in Iceland in 2010;
- extreme weather at Heathrow Airport or other airports, such as the severe winter weather experienced in the northern hemisphere in December 2010 which caused over 4,000 flights to be cancelled at Heathrow Airport and significant impact to airline schedules globally;
- the quality of services and facilities, including the impact of construction projects; and
- the development of efficient and viable alternatives to air travel, including the improvement or expansion of existing surface transport systems, the introduction of new transport links or technology and the increased use of communications technology.

The Group, where possible, seeks to anticipate the effects of the events noted above in its operations and also maintains contingency plans to minimise disruption and passenger inconvenience, including contingency plans aiming to mitigate the impacts of potential industrial action. In addition, the Group has a range of formal national and local consultative bodies to discuss pay, employment conditions and business issues with trade unions. Collective bargaining takes place with the unions Unite, PCS and Prospect for those employee groups for which these unions are recognised, with the Group committed to implementing changes affecting people fairly.

There can be no guarantee that the Group's contingency plans would be effective in anticipating the effects of the factors noted above. Any of these factors could negatively impact the Group's reputation, affect Heathrow Airport's day-to-day operations and result in a decrease in the number of passengers using Heathrow Airport which could in turn have a material adverse effect on the Group's business, financial condition and results of operations.

A decrease in passenger numbers or other factors outside the Group's control could reduce non-aeronautical income.

The Group's principal sources of non-aeronautical income include retail concession fees, car parking income, property rental income, rail income and income from the provision of operational facilities and utilities.

Retail concession fees are driven by passenger numbers and propensity of passengers to spend in the shops at Heathrow Airport. As noted above, there are a variety of factors which could adversely affect the number of passengers using Heathrow Airport. Levels of retail income may also be affected by changes in the mix of long- and short-haul and transfer and origin and destination passengers; economic factors, including exchange rates and changes in duty free or VAT reclaim regimes; retail tenant failures; lower retail yields on concession re-negotiations; redevelopments or reconfigurations of retail facilities at Heathrow Airport, which can lead to a temporary or permanent decline in retail concession fees; reduced competitiveness of the airport retail offering; stricter hand luggage and other carry-on restrictions; and reduced shopping time as a result of more rigorous and time consuming security procedures. Car parking income could be reduced as a result of increased competition from other modes of transport to Heathrow Airport, such as buses and trains, as well as increased competition from off-site car parks. Rail income could be reduced as a result of additional direct rail connections to Heathrow Airport following the expected commencement of Elizabeth Line services between central London and Heathrow Airport. Other non-aeronautical income could be reduced as a result of a decrease in demand from airport users, such as car rental operators and airlines leasing check-in counters or other facilities. Any of these factors could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group could be subject to terrorism and/or increased security requirements.

The UK Government currently assesses the international terrorism threat to mainland Britain as "substantial", the third highest threat level on the government's risk assessment scale. Heathrow Airport operates within a stringent and complex security regime as required by the Government, which has imposed additional security measures from time to time, for example following the discovery of terrorist plots in August 2006 and December 2009. An incident in 2010 involving cargo aircraft led to additional measures for the cargo industry only. The consequences of any future terrorist action or threat may include cancellation or delay of flights, impact on the ability of passengers and employees to access Heathrow Airport and any facilities associated with or required in connection with the operation and management of Heathrow Airport, fewer airlines and passengers using Heathrow Airport, liability for damage or loss and, the costs of repairing damage and impact on day-to-day operations including the ability to operate and manage Heathrow Airport.

The implementation of additional security measures at Heathrow Airport in the future could lead to additional limitations on airport capacity or retail space, overcrowding, increases in operating costs and delays to passenger movement through the airport, any of which could have a material adverse effect on the Group's business, financial condition and results of operations.

Incidents could occur at Heathrow Airport.

Airports are exposed to the risk of incidents, including accidents, as a result of a number of factors, including extreme weather conditions, equipment failure, unauthorised use of drones, political protest, human error and terrorist activities. These incidents could result in injury or loss of human life, damage to airport infrastructure and short- or long-term closure

of Heathrow Airport's facilities and may have an impact on the operation of Heathrow Airport and passenger traffic levels, which in turn could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group's insurance coverage might not be adequate or available in all circumstances.

The Group benefits from insurance cover to protect against key insurable risks including terrorism and business interruption. Cover may not be adequate to cover lost income, reinstatement costs, increased expenses or other liabilities. Moreover, there can be no assurance that if insurance cover is cancelled or not renewed, replacement cover will be available at commercially reasonable rates or at all.

The Group may not have, or may cease to have, insurance cover if the loss is not covered under, or is excluded from, an insurance policy including by virtue of a deductible applying, exhaustion of applicable cover limits or a policy operating as an excess policy or if the relevant insurer successfully avails itself of defences available to it, such as breach of disclosure duties, breach of policy condition or misrepresentation.

Insurance cover for the Group is currently, and may in the future be, provided by a combination of insurance market entities and captive insurance companies owned by, or affiliated with, Heathrow Airport Holdings or its ultimate shareholders. Any of these insurers could cease to offer current insurance cover, become insolvent or lose their licences or authorisations. Any failure to obtain insurance or to collect under relevant insurance policies could have a material adverse effect on the Group's business, financial condition and results of operations.

Heathrow and Heathrow Express (together, the "Operating Companies" and each, an "Operating Company") could be subject to periodic increase in pension cash contributions in the future.

Under the Shared Services Agreement, LHR Airports is entitled to pass its pension costs on to the Operating Companies. The costs of the pension schemes, primarily in relation to the defined benefit pension scheme (the "**Pension Scheme**"), may vary from time to time (for instance as a result of fluctuation in investment values or as a result of changes to actuarial assumptions). The Group expects pension costs, including the costs of reducing any deficit, to be treated by the CAA as operating costs in setting price caps, but there is no guarantee that the CAA will do so.

The most recent actuarial valuation of the Pension Scheme, undertaken by the Pension Trustee as at 30 September 2018, concluded in October 2019 and indicated a scheme deficit of £123 million calculated using the Pension Trustee's actuarial assumptions. As part of the valuation process, LHR Airports and the Pension Trustee agreed that the annual deficit recovery payment into the Pension Scheme would decrease from £23 million to £20 million. These payments are intended to eliminate the deficit by 30 September 2022.

The Pension Scheme's trustee is a Borrower Secured Creditor pursuant to the STID and ranks equally in an amount up to £284 million with senior (Class A) debt. The extent of any deficit or surplus to the Pension Scheme, which may vary significantly from one accounting period to another, results from factors outside the control of the Group.

Increases in the Group's pension cash contributions could, because they are not fully taken into account by the CAA in setting price caps, have a material adverse effect on the Group's business, financial condition and results of operations. See "*Business – Pensions*".

The Group faces a number of operational risks outside its control.

The operation of an airport is a complex undertaking that is subject to a number of factors outside the control of the Group. These factors include weather conditions, climate change, variable aircraft movements and traffic congestion. In particular, if climate change results in more volatile weather, such as a greater frequency and intensity of storms, this could disrupt the operation of Heathrow Airport by reducing airport capacity and/or affecting the ability of passengers and/or employees to access Heathrow Airport and any facilities associated with or required in connection with the operation and management of Heathrow Airport. Passenger attitudes to environmental and climate issues may also change and this may lead to a reduced demand for air travel or reputational consequences. In addition, the Secretary of State for Transport has powers under the Airports Act 2006 to give directions to airport operators in the interests of national security, including closure of airports. Given the nature of these factors, it is not possible to accurately predict their future impact on airport operations from past performance, and any impact from such factors could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group's revenue could decline as a result of changes in the Group's operating environment.

Changes in the Group's operating environment, such as long-term changes in passenger demand for air travel, could lead to a misaligned operational capacity within the Group. While the Group carries out evaluations through a series of scenario planning exercises, there can be no assurance that the Group can identify the timing or period of any such changes or that once identified, the Group will be able to realign the operational capacity of the Group and implement change management successfully which could lead to a shortfall in the Group's revenue.

Operations and passenger experience at Heathrow Airport depend upon third parties, whose performance the Group is unable to control.

The Group depends on the co-operation of a large number of third parties, including government agencies and business partners, to provide essential functions, such as air traffic control, border control, utilities infrastructure, the management of fuel storage and distribution assets, baggage system operation and maintenance, passenger check-in, re-fuelling, rescue and firefighting services, utilities provision, catering and information technology. The Group works to manage its relationship with such third parties, for example the Group's management of contracts with third party suppliers is underpinned by robust and responsible procurement practices which involve the consideration of the resilience and sustainability of third party suppliers before contracts are entered into with such third parties, and the frequent monitoring of the operational performance of such third parties once contracts are commenced. There can be no guarantee that the Group's management of third parties will be effective, and the Group's business operations and the experience of passengers at Heathrow Airport may be affected if these third parties do not adequately perform the services they are required to provide. In particular, a failure by these third parties to appropriately respond to passenger volumes, accidents, fire, technical defects or failures in IT or data processing may cause flight delays, damage to facilities, and the cancellation of airport services. Any of these events or a combination of events related to the performance of third parties could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group companies enter into contracts with third parties which require them to give representations, covenants and indemnities, which could expose the Group to litigation.

The Group companies enter into contracts with third parties under which they have given or will give representations, covenants and indemnities as part of the transactions to which the contracts relate. Entry into such contracts gives rise to a risk of litigation relating to the representations, covenants and indemnities which, if significant, could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group is dependent on LHR Airports as the Shared Services Provider to operate its businesses.

LHR Airports employs staff assigned to Heathrow. Pursuant to the Shared Services Agreement, LHR Airports also provides various central support services (including senior management and strategic direction), administration, cash management and operational services, including the provision of IT services and staff, to the Operating Companies as described in more detail in "Business – Shared Services". Heathrow, as a subcontractor for LHR Airports, provides certain central support services to Heathrow Express. Whilst the Shared Services Agreement contains provisions that are designed to assist with the transfer of employees and services to the Operating Companies or a replacement services provider, if the Shared Services Agreement were terminated, there can be no assurance that transfers will be effected in a manner that does not have a material adverse effect on the Group's business, financial condition and results of operations.

The Group could face operational disruption, inconvenience to passengers and long-term reputational damage as a result of compromises to the security of those affected by the activities of the Group.

The Group is responsible for ensuring that its assets, infrastructure, human and electronic systems and processes meet the minimum statutory requirements to protect aviation security, deliver high security standards and build confidence with regulators, airlines and passengers. It also needs to ensure that its assets, infrastructure, human and electronic systems are protected from theft, damage or intrusion.

The Group has a responsibility to ensure aviation security and safeguard the welfare and safety of staff, business partners and the public who may be affected by the activities of the Group.

Security risks are mitigated by adopting and enforcing rigorous policies and procedures supported by professional training and by investment in leading edge security technology. The Group works closely with airlines and government agencies, including the police, in building a framework to establish joint accountabilities for airport security and shared ownership of risk, thus ensuring security measures remain both flexible and proportionate to the prevailing threat environment.

While the Group is taking steps to discharge its responsibilities effectively and to avoid compromises to the security of those affected by the activities of the Group, there can be no guarantee that steps taken by the Group will be effective. A failure to exercise this responsibility effectively could result in operational disruption, inconvenience to passengers and long-term damage to the Group's reputation, which could in turn have a material adverse effect on the Group's business, financial condition and results of operations.

The Group could face disruption from cybersecurity threats to its data and systems and/or non-compliance with the Security of Network & Information Systems Regulations could result in regulatory action which could have a significant impact on the Group.

Heathrow faces external cyber threats to its data and systems. Heathrow's data and systems may be vulnerable to theft, loss, damage and interruption due to unauthorised access, security breaches, cyber-attacks, computer viruses, power loss, or other disruptive events. In addition, the CAA has determined that Heathrow is an "operator of essential services" (an

“OES”) for the purposes of the Security of Network & Information Systems Regulations (the “NIS Regulations”). As an OES, Heathrow has to take appropriate and proportionate security measures to manage risks to its network and information systems, and it will be required to notify serious incidents to the CAA. A security breach could have a negative impact on customer confidence in Heathrow’s systems and negatively impact Heathrow’s reputation. In addition, a failure to comply with the requirements of the NIS Regulation could result in enforcement action being taken against Heathrow, including levying substantial fines. Should a security breach and/or non-compliance with the NIS Regulation occur, this could result in operational disruption, inconvenience to passengers and long-term damage to the Group’s reputation, which could in turn have a material adverse effect on the Group’s business, financial condition and results of operations.

REGULATORY RISKS

Heathrow is subject to economic regulation by the CAA, which is subject to change.

Heathrow faces the risk of adverse change to its economic regulation by the CAA. See “*Business—Expansion of Heathrow Airport*” and “*Airport Regulation—Airport Regulation Generally*” and “*Airport Regulation—Heathrow Price Regulation—Q6 Extension, iH7 and H7*”.

Heathrow is subject to economic regulation by the CAA. Among other things, the CAA sets the maximum level of airport charges that Heathrow can levy on airlines for using Heathrow Airport’s facilities. These price caps are generally set for a Quinquennium, which may be extended. The CAA published its final decision in relation to the current Quinquennium for Heathrow, Q6, on 10 January 2014. Q6 was initially set for four years and nine months from 1 April 2014 to 31 December 2018, Q6, on 10 January 2014. The CAA’s final decision details the price controls for the period, including the maximum allowable annual yield per passenger at RPI-1.5 per cent.

In December 2016, to deal with the uncertainty associated with the UK Government’s decision on the location for capacity expansion in the south east of England, the CAA announced that it would extend the regulatory period by one year (to end on 31 December 2019), rolling over the current price control of RPI-1.5 per cent. for the additional year.

The CAA subsequently extended Q6 by a further two years to 31 December 2021. The extended two-year period is known as interim Heathrow 7 (“iH7”). However, the CAA states that changes to the timetable may still be possible if there are “very significant changes” to the statutory process associated with expansion.

The CAA is also developing a framework for Heathrow’s next regulatory period (“H7”) currently scheduled to begin on 1 January 2022. The CAA’s objective is to find a framework that facilitates affordable and financeable delivery of new capacity, driving competition and choice in the best interest of consumers. The CAA continues to progress its thinking on the H7 framework and launched a new consultation titled “Economic regulation of capacity expansion at Heathrow airport: consultation on early costs and regulatory timetable (CAP1819)”. In this consultation the CAA consults on the regulatory treatment of Category B costs over £265m, pre-DCO Category C costs and the timetable for H7. Regarding Category B and pre-DCO Category C costs, the CAA confirms that these costs are in the interest of consumers and that these should be added to Heathrow’s RAB and if efficiently delivered be recoverable by Heathrow. In addition, the CAA consults what is the most appropriate allowed return for these costs in 2020 and 2021 and next steps to formally give effect to its policy on these costs. Regarding timetable for H7, the CAA confirms its preference for Heathrow to submit an initial business plan in December 2019, a period of extensive consultation with the airline community will follow the initial plan. Reflecting the feedback received Heathrow would have the opportunity to submit a final business plan (for CAA and stakeholders’ consideration) in 2020.

The CAA has established performance-linked requirements which can negatively impact aeronautical income. For example, the permitted yield in respect of airport charges at Heathrow Airport can be reduced if prescribed milestones are not met on certain capital investment projects. In addition, under the service quality rebate scheme for the current regulatory period, failure to meet specified targets relating to, among other things, airport cleanliness, security queuing times, flight information displays and stand and jetty availability can result in rebates to airline customers of up to 7 per cent. of airport charges. See “*Airport Regulation—Heathrow Price Regulation—SQRB Scheme*”.

The Group works to mitigate this risk by having in place a dedicated project team to engage with and maintain a sound relationship with the CAA as well as advise the Group on regulatory matters in order to ensure full compliance with existing regulatory requirements and to liaise with the CAA on its proposed changes to the economic regulation of Heathrow. The regulatory framework also requires formal engagement with airline customers, and the Group invites airlines to send representatives to engagement fora such as joint steering groups to mitigate the risk of adverse airline relations. Key stakeholders are engaged on a joint planning basis which provides airlines with the opportunity to articulate their views and on-going requirements.

There can be no assurance that the Group’s strategy for mitigating the risks associated with the economic regulation of Heathrow set out above will be successful, nor that the current or future price caps set by the CAA will be sufficient to allow Heathrow to operate at a profit; nor that the present price caps will be increased or at least maintained at current levels; nor that the methodology of the review process at subsequent reviews will be consistent with previous practice, any of which could result in a material adverse effect on the Group’s business, financial condition and results of operations.

Heathrow is subject to an economic licensing regime.

The legislative framework prescribes that Heathrow operates under a licence granted by the CAA, which has no expiry date. However, in certain limited circumstances, such as a continued failure by Heathrow to comply with the conditions of the licence, the licence may be revoked by the CAA. For more information on the economic licensing regime, see “*Airport Regulation – Principles of Economic Regulation*” and “*Airport Regulation – Heathrow Price Regulation*”. Any revocation of the licence could have a material adverse effect on the Group’s business, financial condition and results of operations.

Additionally, the licence may be amended by the CAA in the future through a prescribed licence modification process. Although this will be subject to a right of appeal by Heathrow, the licence could be amended in a way that adversely affected the ability of the Group to finance its business at reasonable rates, which could have a material adverse effect on the Group’s business, financial condition and results of operations.

The Group could face other strategic, regulatory and public policy constraints.

Income and/or operations at Heathrow Airport could be adversely affected by changes in public policy regarding route licensing, the “use it or lose it” rule under which airlines are required to fly 80 per cent. of their slots or sacrifice them to other airlines, changes to the conditions for the maintenance of the Heathrow Airport aerodrome licence, security and safety, immigration and border controls, airport development, environmental policy, tax, air passenger duty or the provision of airport capacity. In the event that unforeseen strategic, regulatory and/or public policy constraints are imposed, this could have a material adverse effect on the Group’s business, financial condition and results of operations.

The Group could face costs related to environmental, health and safety and planning considerations.

The Group’s business is affected by a wide variety of EU and UK environmental, health and safety and planning laws and requirements.

The Group’s existing operations may be impacted by a number of environmental and planning factors, including those involving aircraft movements; climate change; air quality (including emissions standards); noise; energy use and efficiency; soil and water pollution arising from airport operations; discharges and surface water drainage; land and groundwater contamination; flooding; drought; asbestos in premises and exposure to asbestos; and waste handling, management and disposal.

The Group consults and engages with the community in which it operates to ensure the concerns of the community are taken into account. The Group also has in place proactive environmental management systems and employee training programmes are embedded within the Group’s operations through clear environmental strategies and resource conservation initiatives.

The Group recognises that a failure to exercise its responsibility to ensure that it safeguards the welfare and safety of its people, business partners and the public who may be affected by the Group’s activities effectively risks operational disruption, inconvenience to passengers and long-term damage to the Group’s reputation which could in turn have a material adverse effect on the Group’s business, financial condition and results of operations. The Group’s safety management system includes risk assessment processes for all activities entailing significant risk and proportionate control measures employed to safeguard everyone impacted by the Group’s business. The Group also operates robust asset management processes to ensure property and equipment remains safe. Governance, led by the Group’s senior management teams, and assurance processes are used to ensure that controls around health and safety risks remain effective and continuous improvement is encouraged.

Compliance with present or future environmental, health and safety and planning requirements may be costly and time-consuming and interfere with the Group’s existing activities and operations. Non-compliance, in particular with environmental laws and requirements, could have a negative impact on the Group’s reputation which could in turn jeopardise the Group’s licence to operate. The CAA has to date taken environmental costs incurred by the Group into account when determining the RAB and in setting price caps. The CAA has not indicated that it intends to change its policy in this regard in the future, but, if it were to do so, this could have a material adverse effect on the Group’s business, financial condition and results of operations.

The Group could face fines for non-compliance with competition laws and regulations.

Competition authorities exercise considerable discretion in setting levels of fines for non-compliance with competition laws and regulations. Given the position of Heathrow Airport in certain markets, any failure to comply with applicable competition laws and regulations may result in the Group incurring substantial fines or settlement costs, as well as suffering significant reputational damage, which could in turn have a material adverse effect on the Group’s business, financial condition and results of operations.

Non-compliance with the Group’s internal corporate governance requirements could have a significant impact on the Group’s reputation and brand.

The Group has in place internal corporate governance requirements based on applicable laws, rules and requirements such as the Bribery Act 2010. To ensure that the Group's operations are executed in accordance with these requirements, the Group's management processes include Professional Conduct Policy and other Group policies as well as a Group approvals procedure which governs the Group's processes and operations. The Group regularly performs communication and training in these areas, and monitors and audits internal compliance with these requirements. There is however no guarantee that violations of the Group's internal corporate governance requirements will not occur, which could have material adverse effects on the Group's reputation and brand, and result in fines which could in turn have a material adverse effect on the Group's business, financial condition and results of operations.

Future regulatory settlements may not allow for increased operating costs.

Operating costs may differ from projections. There can be no assurance that future price caps set by the CAA will be sufficient to allow Heathrow to cover its operating costs, which could have a material adverse effect on the Group's business, financial condition and results of operations.

Non-compliance with Data Protection Legislation (2016/679/EU) could result in regulatory action or civil claims which could have a significant impact on the Group

Heathrow is subject to significant obligations in respect of data protection legislation. In the event Heathrow is unable to meet such obligations, it may be subject to regulatory action or civil claims. The General Data Protection Regulation (2016/679/EU), which applied to all UK companies including Heathrow from May 2018, permits national supervisory authorities to levy administrative penalties of up to 4 per cent. of companies' global annual turnover in cases of significant non-compliance. Additionally, Heathrow may be subject to claims for material and non-material damage from groups of affected customers and employees. The cost of regulatory or legal action, and any reputational damage suffered as a result of such action, could have a material adverse effect on the Group's business, financial condition and results of operations.

FINANCING RISKS

Given its leverage position, the Group will need to raise further debt from time to time.

The Group will need to raise further debt from time to time in order, among other things, to:

- (a) finance future capital expenditure including the expansion of Heathrow Airport; and
- (b) enable it to refinance and/or repay indebtedness, including the Notes, as such indebtedness becomes due.

There can be no assurance that the Group will be able to raise future finance on terms that are economically viable or at all. For instance, events in the credit markets in 2007 and 2008, and regulatory uncertainty in 2009, significantly restricted the Group's ability to raise finance. In addition, under the terms of the Senior Borrower Group Indebtedness, if Heathrow is unable to replace a liquidity facility under certain circumstances, it will not be permitted to incur any further indebtedness, including issuing bonds under the multicurrency bond programme of Heathrow Funding Limited.

An inability to refinance and/or repay its indebtedness or incur any further indebtedness could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group is subject to exposure on its hedging arrangements.

Whilst the Group operates a hedging programme in accordance with the hedging policy under the terms of the Senior Borrower Group Indebtedness, it is not required to fully or perfectly hedge its present or future interest rate, foreign currency or inflation exposure and may not in practice do so. The hedging policy appears as Schedule 5 to the CTA which is incorporated by reference in this Prospectus. The Group is subject to the creditworthiness of, and in certain circumstances early termination of the hedging arrangements by, hedge counterparties.

Changes in interest, foreign currency and inflation rates, and exposure to hedge counterparty risk, could have a material adverse effect on the Group's business, financial condition and results of operations.

A significant portion of the Group's cash flow from operations is dedicated to debt payments.

Because of the secured nature of its borrowings and the structure that applies to them, the Group has been able to raise more debt than would typically be the case for an unsecured borrower. As a result, a greater portion of the Group's cash flow from operations is dedicated to payments on its debt obligations, thus reducing its flexibility to deal with significant financial underperformance. This may increase the Group's vulnerability to any economic downturn in its business or to adverse industry conditions, which in turn could have a material adverse effect on the Group's business, financial condition and results of operations.

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In addition, under the terms of the Senior Borrower Group Indebtedness, if Heathrow is unable to replace a liquidity facility under certain circumstances, it will not be permitted to incur any further indebtedness, including issuing bonds under the multicurrency bond programme of Heathrow Funding Limited.

Ability to incur more debt.

The Group may be able to incur additional indebtedness in the future. Neither the terms of the Notes nor the Issuer Facilities prohibit the Group from incurring more indebtedness (subject to satisfaction of certain conditions). If new debt is added to the Group's current debt levels, the related risks that the Group now faces could intensify.

LEGAL RISKS

General risk relating to the impact of the UK exiting the European Union.

In a UK referendum held on 23 June 2016, a majority voted for the UK to leave the European Union (the "EU") ("**Brexit**"). On 29 March 2017, the UK Government formally began the Brexit process by notifying the European Council of its intention to leave under Article 50 of the Treaty on European Union ("**Article 50**"). The UK was initially due to leave the EU on 29 March 2019, and it was expected that a withdrawal agreement between the UK and the EU (the "**Withdrawal Agreement**") would be implemented into UK law before that date. If implemented in its current form (as at the date of this Prospectus), the Withdrawal Agreement would provide for a transition period until at least December 2020 (the "**Transition Period**"). During the Transition Period, UK would continue to be treated by the EU as an EU Member State and the UK would remain bound by applicable EU law.

On 28 October 2019, the UK and the EU agreed a further extension to Article 50 to 31 January 2020. The extension may be curtailed at any time before 31 January 2020 if the Withdrawal Agreement is implemented into UK law. Until the UK formally leaves the EU under the provisions of Article 50, it remains an EU Member State and is bound by applicable EU law.

The next steps that may be taken by the UK Government regarding Brexit are uncertain, especially in light of there being a general election in the UK in December 2019. A new Government is likely to shape the direction of the UK negotiations with both EU leaders and UK MPs.

It is extremely difficult to predict the Brexit outcome for the UK in the near to medium term. Specifically, it is not possible at this point to determine the nature or extent of any final agreement between the UK and the EU or the precise impact that Brexit and/or any related matters may have on the UK or the Group's business, financial condition and results of operations. Possible risks to the Group could include, but are not limited to:

- macro-economic factors, including lower economic growth in the UK, greater volatility in the currency markets, and the introduction of new trade barriers, which may have a negative impact on Heathrow Airport's traffic, operations and the cost of travel, and in turn the demand for air travel;
- market restrictions between the UK and the EU, including the UK losing its access to the single aviation market and the benefit of other air service agreements, which may impact passengers as airlines modify their ownership structures and re-route aircraft, potentially leading to increased costs and affecting the demand for air travel (for more information regarding air service agreements, including the replacement of the EU-US Open Skies Agreement, please see "Air Service Agreements, Open Skies and Brexit"); and
- access to skills and labour from the EU.

However, any of these possible factors and restrictions and outcomes relating to or arising as a result of the Brexit process could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group companies face potential secondary liabilities as members of the Heathrow Airport Holdings Group.

The Group is part of the larger Heathrow Airport Holdings Group. The Group could, in certain circumstances, face secondary liabilities in respect of obligations of other Heathrow Airport Holdings Group entities which could have a material adverse effect on the Group's business, financial condition and results of operations.

General risk of change of law.

It is possible that changes in law, rules or regulations (including changes in tax regimes) applicable to the Group, or their interpretation or application, either generally or following a change of UK government or an exit by the UK from the EU, could result in the Group's debt financing arrangements as originally structured no longer having the anticipated effect, could increase the cost of the Group's financing arrangements, could increase the Group's tax liabilities, could result in expropriation of some or all of Heathrow's assets and/or could adversely affect the rights, priorities of payments and/or treatment of holdings in the Notes for Noteholders and could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group faces potential secondary (and joint and several) tax liabilities.

Where a company fails to discharge certain tax liabilities within a specified time period, UK tax law imposes, in certain circumstances, secondary liability for those overdue taxes on other companies that are or have been members of the same group of companies, or are or have been under common control, for tax purposes with the company that has not discharged its tax liabilities. With respect to VAT groupings, in certain circumstances members of the Group may also face joint and several liability.

If any secondary (or joint and several) tax liabilities arise in the Issuer or other members of the Group, which are not discharged by the other members of the wider Heathrow Airport Holdings Group, and are of significant amounts, the Issuer or other members of the Group could be adversely affected.

UK insolvency law may impact the rights of creditors including the Noteholders in certain circumstances.

The English insolvency statutes empower English courts to make an administration order in respect of an English company. An administration order can be made if the court is satisfied that the relevant company is or is likely to become "unable to pay its debts" and that the administration order is reasonably likely to achieve the purpose of administration. In addition, the holder of a "qualifying floating charge" over the assets of an English company may appoint an administrator out of court, provided such floating charge has become enforceable. In this case the prospective administrator must be satisfied that the purpose of administration is reasonably likely to be achieved. An English company or the directors of such company may also appoint an administrator out of court. The purpose of an administration comprises three parts which must be looked at successively: rescuing the company as a going concern or, if that is not reasonably practicable, achieving a better result for the company's creditors as a whole or, if neither of those objectives are reasonably practicable, and the interests of the creditors as a whole are not unnecessarily harmed thereby, realising property to make a distribution to secured or preferred creditors.

The rights of creditors, including secured creditors, are particularly curtailed in an administration. Upon the appointment of an administrator, no step may be taken to enforce security over the company's property, except with the consent of the administrator or leave of the court. The same requirements for consent or leave apply to the commencement or institution of legal process (including legal proceedings, execution, distress or diligence) against the company or property of the company. In either case, a court will consider discretionary factors in determining any application for leave, in light of the hierarchy of statutory objectives of administration described above.

Accordingly, if the Issuer was to enter into administration proceedings, the Notes and the related security from the Issuer could not be enforced while the relevant company was in administration, without the leave of the court or consent of the administrator. There can be no assurance that the security agent would obtain this leave of the court or consent of the administrator.

In addition, an administrator is given wide powers to conduct the business and, subject to certain requirements under the Insolvency Act 1986, dispose of the property of a company in administration. However, the general prohibition against enforcement by secured creditors without consent of the administrator or leave of the Court, and the administrators' powers with respect to floating and other security, do not apply to any security interest created or arising under a financial collateral arrangement within the meaning of the Financial Collateral Agreements (No. 2) Regulations 2003 (UK). A financial collateral arrangement includes (subject to certain other conditions) a pledge over shares in a company, where both the collateral provider and collateral taker are non-natural persons.

Under English insolvency law, the liquidator or administrator of a company may, among other things, apply to the court to unwind a transaction entered into by such company, if such company was unable to pay its debts (as defined in section 123 of the Insolvency Act 1986) at the time of, or as a result of, the transaction and enters into liquidation or administration proceedings within two years of the completion of the transaction. A transaction might be subject to a challenge if it was

entered into by a company “at an undervalue”, that is, it involved a gift by the company or the company received consideration of less value than the benefit given by such company. However, a court generally will not intervene if a company entered into the transaction in good faith for the purpose of carrying on its business and at the time it did so there were reasonable grounds for believing the transaction would benefit such company. The Issuer believes that the Notes will not be issued on terms which would amount to a transaction at an undervalue, that the offering is in good faith for the purposes of carrying on the Group’s business and that there are reasonable grounds for believing that the transaction will benefit the Group. However, there can be no assurance that the issuance of the Notes will not be challenged by a liquidator or administrator or that a court would support this analysis.

In addition, if it can be shown that a transaction entered into by an English company was made for less than fair value and was made to shield assets from creditors, then the transaction may be set aside as a transaction defrauding creditors. Any person who is a “victim” of the transaction, and not just liquidators or administrators, may assert such a claim. There is no statutory time limit within which a claim must be made and the company need not be insolvent at the time of the transaction.

If the Issuer was to commence administration proceedings, the Notes and the related security could not be enforced while the relevant company was in administration.

The holder of a qualifying floating charge that has been created since 15 September 2003 over all or substantially all of the assets of an English company can generally no longer appoint an administrative receiver of that company. There is, however, an exception to this rule that applies to certain capital markets transactions that are expected to incur at least £50 million of debt.

Any interest accruing under or in respect of the Notes for any period from the date of commencement of administration or liquidation proceedings, to the extent not fully covered by the assets securing the Notes, could be recovered by holders of the Notes only from any surplus remaining after payment of all other debts provided in the proceeding and interest accrued but unpaid up to the date of the commencement of the proceeding.

Under English insolvency law, certain preferential claims, including unpaid contributions to occupational pension schemes in respect of the twelve-month period prior to insolvency and unpaid employees’ remuneration in respect of the four-month period prior to insolvency, will, while ranking behind the claims of holders of fixed security, rank ahead of floating charges. In addition, a prescribed part of floating charge realisations (being 50 per cent. of the first £10,000 of net realisations and 20 per cent. of the net realisations thereafter, up to a maximum of £600,000) is required to be set aside for the benefit of unsecured creditors and, as such, ranks ahead of the relevant floating charge.

RISKS RELATING TO THE ISSUER AND THE NOTES

The Issuer depends on subsidiaries for payments.

The Issuer is a holding company with no material assets other than the shares of its subsidiary, Heathrow (SP) Limited. All of the Issuer’s revenue is generated by the Operating Companies. Accordingly, almost all of the Issuer’s cash flow is generated by the Operating Companies. Therefore, the Issuer’s ability to make payments on its indebtedness and to fund its other obligations is dependent not only on the ability of its subsidiaries to generate cash, but also on the ability of its subsidiaries to distribute cash to it in the form of dividends, fees, interest, loans or otherwise.

However, the Issuer’s subsidiaries face various restrictions in their ability to distribute cash to the Issuer. The Senior Borrower Group must satisfy certain restricted payment covenants and other conditions before it may make distributions to the Issuer. Business performance and local accounting and tax rules may limit the amount of retained earnings, which is in many cases the basis of dividend payments.

The Notes are subordinated to liabilities of the Issuer’s subsidiaries.

The Issuer’s subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to any debt incurred by the Issuer or to make any funds available whether by dividends, fees, loans or other payments. Any right of the Issuer to receive any assets of any of its subsidiaries upon liquidation, dissolution, winding up, receivership, reorganisation, assignment for the benefit of creditors, marshalling of assets and liabilities or any bankruptcy, insolvency or similar proceedings (and the consequent right of the holders of the Issuer’s indebtedness to participate in the distribution of, or to realise proceeds from, those assets) will be effectively subordinated to the claims of any such subsidiary’s creditors (including trade creditors and holders of debt issued by such subsidiary). Accordingly, the Notes will be effectively subordinated to all liabilities of the Issuer’s subsidiaries. As at 30 June 2019, the Issuer’s subsidiaries had £19,308 million of outstanding liabilities, including outstanding indebtedness. The terms and conditions of the Notes do not prohibit the Issuer’s subsidiaries from incurring additional indebtedness.

The Issuer may not be able to repurchase Notes on change of control.

Upon a Change of Control (as defined under “*Terms and Conditions of the Notes in Definitive Form—Definitions*”), the Issuer will be required to offer to repurchase all outstanding Notes at 101 per cent. of their principal amount plus accrued and unpaid interest. The source of funds for any such purchase of the Notes will be the Issuer’s available cash or cash generated from the Operating Companies’ operations or other sources, including borrowings, sales of assets or sales of equity. The Issuer may not be able to satisfy its obligations to repurchase the Notes upon a change of control because it may not have sufficient financial resources to purchase all of the Notes that are tendered upon a change of control.

Liquidity of the Notes could be limited and there could be an absence of a secondary market for the Notes.

There can be no assurance that a secondary market for the Notes will develop or, if a secondary market does develop for any of the Notes issued after the date of this Prospectus, that it will provide any holder of Notes with liquidity or that any such liquidity will continue for the life of the Notes. Consequently, any purchaser of the Notes must be prepared to hold such Notes for an indefinite period of time or until final redemption or maturity of the Notes.

The liquidity and market value at any time of the Notes are affected by, among other things, the market view of the credit risk of such Notes and will generally fluctuate with general interest rate fluctuations, general economic conditions, the condition of certain financial markets, international political events and the performance and financial condition of the Group.

Rating of the Notes

The ratings assigned by the rating agencies to the Notes reflect only the views of the rating agencies and in assigning the ratings the rating agencies take into consideration the credit quality of the Group and structural features and other aspects of the transaction, including counterparty risk. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the rating agencies as a result of changes in, or unavailability of, information or if, in the rating agencies’ judgment, circumstances so warrant. If any rating assigned to the Notes is lowered or withdrawn, the market value of the Notes may be reduced. Future events, including events affecting the Group and/or circumstances relating to the airport industry generally, could have an adverse impact on the ratings of the Notes.

Compliance with covenants may be affected by events beyond the Issuer’s control.

The terms and conditions of the Notes, the 2024 Notes, the 2025 Notes, the 2027 Notes, the 2030 PP and the Issuer Facilities limit the Group’s ability to, among other things, incur additional indebtedness; pay dividends or make other distributions; make investments; sell assets; enter into agreements restricting the ability of the Issuer’s subsidiaries to pay dividends; consolidate, merge, sell or otherwise dispose of all or substantially all of the Group’s assets; enter into sale and leaseback transactions; and provide security. In addition, the terms and conditions of the Notes require that, subject to certain cure rights, Group RAR may not be greater than 92.5 per cent. as at any Relevant Testing Date. The terms and conditions of the Notes, the 2024 Notes, the 2025 Notes, the 2027 Notes, the 2030 PP and the Issuer Facilities also require that Group ICR may not be less than 1.0 in respect of any Relevant Testing Period.

The ability of the Issuer to comply with these covenants and restrictions may be affected by events beyond the Issuer’s control. If the Issuer breaches any of these covenants or restrictions, it could be in default under the Notes, the 2024 Notes, the 2025 Notes, the 2027 Notes, the 2030 PP and the Issuer Facilities. This would permit the lenders under the Issuer Facilities and the 2030 PP to take certain actions, including declaring all amounts that the Issuer has borrowed under the Issuer Facilities or the 2030 PP, as the case may be and other indebtedness to be due and payable, together with accrued and unpaid interest. This would also result in an event of default under the Notes, the 2024 Notes, the 2025 Notes and the 2027 Notes. The lenders could also refuse to extend further credit under the Issuer Facilities. If the debt under the Issuer Facilities, the Notes, the 2024 Notes, the 2025 Notes, the 2027 Notes, the 2030 PP or any other material financing arrangement that the Issuer enters into were to be accelerated, the Issuer’s assets may be insufficient to repay in full the Notes and the Issuer’s other indebtedness.

The interests of the Group’s ultimate shareholders may be inconsistent with interests of Noteholders.

Ferrovial S.A., Qatar Holding LLC, Caisse de dépôt et placement du Québec, the Government of Singapore Investment Corporation, Alinda Capital Partners, China Investment Corporation and Universities Superannuation Scheme, or investment vehicles controlled or managed on their behalf, indirectly own all of the shares of the Issuer. As a result, these shareholders have, directly or indirectly, the power, among other things, to affect the Group’s legal and capital structure and its day-to-day operations, as well as the ability to elect and change management and to approve other changes to the Group’s operations. The interests of the Group’s ultimate shareholders could conflict with the interests of investors in the Notes, particularly if the Group encounters financial difficulties or is unable to pay its debts when due. In addition, the Group’s ultimate shareholders may, in the future, own businesses that directly compete with the Group in certain respects, or do business with the group.

Security may be insufficient to repay the Notes.

If there is an event of default under the Notes, the holders of the Notes will be secured only by the property and assets of Heathrow (DSH) Limited and the Issuer, which primarily consist of the share capital of the Issuer held by Heathrow (DSH) Limited and of the share capital of Heathrow (SP) Limited held by the Issuer. To the extent that the claims of the holders of the Notes, the claims of lenders under the Issuer Facilities, the claims of the lenders under the 2030 PP and the claims of any other third party creditor that shares in the Transaction Security in accordance with the terms of the Intercreditor Agreement exceed the value of the Transaction Security securing the Notes and other obligations, those claims will rank equally with the claims of the holders of all other existing and future senior unsecured indebtedness ranking *pari passu* with the Notes.

To the extent that other first-priority security interests, pre-existing liens, liens permitted under the terms and conditions of the Notes and other rights encumber the Transaction Security securing the Notes, those parties may have or may exercise rights and remedies with respect to the Transaction Security that could adversely affect the value of the security and the ability of the security agent to realise or foreclose on the security.

Payments in relation to the Notes are subject to the Intercreditor Agreement.

The Trustee will accede to an intercreditor agreement with, among others, the agents and representatives of the other indebtedness secured by the Transaction Security, including the Issuer Facilities, the 2024 Notes, the 2025 Notes, the 2027 Notes, the 2030 PP and counterparties to certain hedging obligations. Other creditors may become parties to the Intercreditor Agreement in the future and share in the Transaction Security. Among other things, the Intercreditor Agreement governs the enforcement of the security documents, the sharing in any recoveries from such enforcement and the release of the Transaction Security by the security agent.

The Intercreditor Agreement provides that the security agent shall act upon the instructions of the secured creditors representing more than 50 per cent. of the aggregate principal amount outstanding under the 2024 Notes, the 2025 Notes, the Notes, the 2027 Notes, any additional notes, the Issuer Facilities, the 2030 PP, any new credit facilities and certain hedging creditors. As the Notes, when issued, will represent less than 50 per cent. of such amount (including the aggregate Principal Amount of the Notes themselves), the holders of the Notes may be bound by instructions given by other secured creditors. The Intercreditor Agreement further provides that, if the Trustee or holders of the Notes do not respond to a Request (as defined in the Intercreditor Agreement) within 20 business days, the votes of holders of the Notes will not be counted for, amongst other things, the purposes of instructing the security agent. These arrangements could be disadvantageous to the holders of the Notes in a number of respects. For example, other creditors not subject to the Intercreditor Agreement could commence enforcement action against the Issuer or its subsidiaries during such consultation period, the Issuer or one or more of its subsidiaries could seek protection under applicable bankruptcy laws, or the value of certain collateral could otherwise be impaired or reduced.

The Intercreditor Agreement provides that the security agent may release certain collateral in connection with sales of assets pursuant to a permitted disposal or enforcement sale and in other circumstances permitted by the Trust Deed and the Issuer Facilities. Therefore, such collateral available to secure the Notes could be reduced in connection with the sales of assets or otherwise, subject to the requirements of the financing documents and the Trust Deed.

The Trust Deed, the terms of the 2025 Notes, the 2027 Notes, the 2030 PP and the Issuer Facilities permit the Issuer, in compliance with the covenants in those agreements, to incur additional indebtedness secured by liens on the Transaction Security. The Issuer's ability to incur additional debt in the future secured on the collateral may have the effect of diluting the ratio of the value of such Transaction Security to the aggregate amount of the obligations secured by the Transaction Security.

Book-entry form of Notes.

The Notes will initially only be issued in global form and deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Interests in the Notes will trade in book-entry form only. The common depositary, or its nominee for Euroclear and Clearstream, Luxembourg will be the sole holder of the Global Notes representing the Notes. Accordingly, owners of book-entry interests must rely on the procedures of Euroclear and Clearstream, Luxembourg, and non-participants in Euroclear or Clearstream, Luxembourg must rely on the procedures of the participant through which they own their interests, to exercise any rights and obligations of a holder of Notes.

Unlike the holders of the Notes themselves, owners of book-entry interests will not have the direct right to act upon the Issuer's solicitations for consents, requests for waivers or other actions from holders of the Notes. The procedures to be implemented through Euroclear and Clearstream, Luxembourg may not be adequate to ensure the timely exercise of rights under the Notes.

Modification, waivers and substitution.

The terms and conditions of the Notes contain provisions for calling meetings of holders of the Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of the Notes including holders of the Notes who did not attend and vote at the relevant meeting and holders of the Notes who voted in a manner contrary to the majority.

The terms and condition of the Notes also provide that the Trustee may, without the consent of holders of the Notes, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed, (ii) determine without the consent of the holders of the Notes that any event of default or potential event of default shall not be treated as such or (iii) the substitution in place of the Issuer in respect of the Notes of a new group holding company, in each case in the circumstances and subject to the conditions described in “*Terms and Conditions of the Notes in Definitive Form*”.

GLOSSARY OF KEY DEFINED TERMS

Certain key terms which are used in this Prospectus are defined below.

For a description of how certain industry terminology is used in this Prospectus, please see “*Industry Sources and Terminology*”.

CAA means the Civil Aviation Authority established under section 2 of the Civil Aviation Act 1982 and/or any other replacement governmental authority;

Civil Aviation Act means the Civil Aviation Act 2012;

Crossrail or the Elizabeth Line refers to the new high frequency, high capacity railway for London and the South East of England with services expected to commence between Paddington station and Heathrow by May 2020 and through central London via Paddington by the end of 2021;

EMIR means the European Market Infrastructure Regulation (Regulation (EU) 648/2012);

£ means the lawful currency of the United Kingdom of Great Britain and Northern Ireland;

Group means the Issuer and its subsidiaries;

H7 means Quinquennium 7, the next regulatory period for Heathrow, which will commence at the end of iH7 (as extended from time to time);

Heathrow means Heathrow Airport Limited, the operator of Heathrow airport;

Heathrow Airport means Heathrow airport;

Heathrow Airport Holdings means Heathrow Airport Holdings Limited, a company incorporated and registered in England and Wales with company number 05757208;

Heathrow Airport Holdings Group means Heathrow Airport Holdings and its subsidiaries from time to time;

Heathrow Express means Heathrow Express Operating Company Limited;

iH7 means Interim Heathrow 7, a shorter price control period preceding H7, envisaged as a further 2-year extension to the current Q6 period.

Intercreditor Agreement means the Intercreditor Agreement dated 26 October 2010 between, amongst others, the Issuer and Deutsche Trustee Company Limited, in its capacity as note trustee for the 2024 Notes, the 2025 Notes and the 2027 Notes and acceded to by the Trustee on or around the issue date of the Notes;

Issuer means Heathrow Finance plc;

LHR Airports means LHR Airports Limited, a company incorporated and registered in England and Wales with company number 01970855;

MPT means the market power test;

Operating Companies means Heathrow and Heathrow Express and Operating Company means either one of them, as applicable;

Q5 means Quinquennium 5, the five year regulatory period for Heathrow starting on 1 April 2008 as extended by the CAA by one year (Q5+1) to 31 March 2014;

Q6 means Quinquennium 6, the current regulatory period for Heathrow, which started on 1 April 2014 and is, following the modification to the economic licence issued to Heathrow published by the CAA on 21 December 2016, expected to end on 31 December 2019;

Quinquennium means a five year period for which the CAA sets the maximum level of airport charges at Heathrow Airport;

RAB means Regulatory Asset Base. For a description of the RAB, see “*Airport Regulation—Principles of Economic Regulation—Regulatory Asset Base (RAB)*”;

RAR means regulatory asset ratio;

RPI means the UK Retail Price Index, published by the UK Office for National Statistics;

Security Agreement means the security agreement dated 9 November 2010 between Heathrow (DSH) Limited and the Issuer as Chargors and Deutsche Trustee Company Limited as Security Agent;

Security Parent means Heathrow (SP) Limited;

Senior Borrower Group means the Security Parent and its subsidiaries other than Heathrow Funding Limited;

Senior Borrowers means Heathrow Airport Limited in its capacity as borrower under the Senior Borrower Group Indebtedness, as defined in “*Description of Other Indebtedness—Senior Borrower Group Indebtedness*”;

Shared Services Agreement means the shared services agreement entered into by, amongst others, Heathrow, Heathrow Express and LHR Airports under which LHR Airports provides services to Heathrow and Heathrow Express;

Trust Deed means the trust deed which will be entered into by the Issuer and the Trustee on 19 November 2019.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the documents specified in the cross-reference list below, which documents shall be incorporated in, and form part of, this Prospectus; provided, however, that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus. Any further information or documents incorporated by reference in the documents incorporated by reference below does not form part of this Prospectus. Information contained in the documents incorporated by reference into this Prospectus, which is not itself incorporated by reference herein, is not relevant for investors.

The Issuer will provide, without charge, to each person to whom a copy of this Prospectus has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference. Requests for such documents should be directed to the registered office of the Issuer, and such documents will be available upon request for the life of the Prospectus.

Copies of the documents incorporated by reference in this Prospectus may be viewed electronically and free of charge on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>. For convenience, copies of the documents incorporated by reference in this Prospectus are also available at https://www.heathrow.com/company/investor-centre/offering_related-documents/heathrow-finance-plc (the “**Special Purpose Website**”). The Special Purpose Website does not form part of the Heathrow Airport Holdings Group’s website, and the Heathrow Airport Holdings Group’s website does not form any part of this Prospectus. The Special Purpose Website is provided for convenience only and its content does not form any part of this Prospectus. The information incorporated by reference into this Prospectus is an important part of this Prospectus.

The list below sets out the details of each of the documents incorporated by reference in this Prospectus.

Cross Reference List

- Audited annual consolidated financial statements of the Issuer for the financial year ended December 2017 (pages 33 – 94 inclusive).
- Audited annual consolidated financial statements of the Issuer for the financial year ended December 2018 (pages 31 – 95 inclusive).
- Unaudited consolidated financial statements of the Issuer for the six months ended 30 June 2019 (all pages).
- Common Terms Agreement dated 18 August 2008 (as amended on 28 February 2019) between, among others, the Senior Borrower Group and Heathrow Funding Limited (all pages).
- Intercreditor Agreement dated 26 October 2010 between, amongst others, the Issuer and the Trustee (all pages).
- Master Definitions Agreement entered into in connection with the Common Terms Agreement and dated 18 August 2008, as amended and as in effect on the date of the Trust Deed (all pages).

INDUSTRY SOURCES AND TERMINOLOGY

This Prospectus contains certain statistical and other information regarding Heathrow Airport and the markets it serves.

Unless otherwise indicated, the information contained in this Prospectus relating to Heathrow Airport's market share and the size of the relevant market sector is based on Heathrow's own internal estimates based on regulatory and analyst reports, special surveys and information published or provided by airlines and other companies, as well as Heathrow's own knowledge of the market.

References in this Prospectus to Heathrow Airport's number of "**passengers**" refer to the sum of all arriving and departing passengers, other than in-transit passengers.

Information in this Prospectus relating to Heathrow Airport's percentage of "**international**" passengers is based on the number of its passengers arriving from and departing to destinations that are not in the United Kingdom relative to the total number of passengers served by Heathrow Airport. Information in this Prospectus relating to Heathrow Airport's percentage of "**domestic**" passengers is based on the number of its passengers arriving from and departing to destinations that are in the United Kingdom relative to the total number of passengers served by Heathrow Airport. Accordingly, the information reflects the place of origin or destination of passengers as opposed to their residence.

All information in this Prospectus relating to Heathrow Airport's percentage of "**business**" passengers is based on the number of Heathrow Airport's passengers who are travelling for reasons related to such passengers' employment, based on surveyed information, relative to the total number of passengers served by Heathrow Airport. All information relating to Heathrow Airport's percentage of "**leisure**" passengers is based on the number of Heathrow Airport's passengers who are not business passengers, relative to the total number of passengers served by Heathrow Airport.

"**ATM**" or "**Air Transport Movement**" means a flight carried out for commercial purposes and includes scheduled flights operating according to a published timetable, charter flights and all-cargo flights. Air transport movement does not include empty positioning flights and private non-commercial flights.

"**European flights**" are flights arriving from or departing to other destinations in Europe (other than domestic flights). International "**long haul**" flights are all flights other than European flights and domestic flights.

"**Gate room**" refers to the area where passengers board and disembark from their aircraft.

"**hub airport**" refers to an airport where a significant proportion of passengers transfer between flights in being transported to their final destination.

"**IATA**" refers to the International Air Transport Association, a trade association of the world's airlines which supports the aviation sector with global standards for airline safety, security, efficiency and sustainability.

"**Maximum allowable yield**" refers to the maximum amount of aeronautical income per passenger that Heathrow may charge in each regulatory year for services subject to price regulation by the CAA.

"**Origin and destination**" traffic refers to any traffic that is not transfer or transit traffic and originates from or terminates at a particular airport.

"**Pier**" refers to an airport passenger building which is connected to a terminal and which houses Gate rooms where passengers wait to board and disembark from their aircraft.

"**Satellite**" refers to an airport passenger building which is connected to a terminal and which houses not only Gate rooms but also other passenger handling facilities (for example, retail facilities) and serves as an extension to the departure lounge.

"**Stand**" means an aircraft parking stand; these can be '**pier-served**', which means they are adjacent to the terminal, enabling passengers to walk directly on and off aircraft parked on the stand via an airbridge, or they can be '**remote**', which requires passengers to either be transported by coach or walk between the stand and the terminal.

"**Transfer traffic**" relates to passengers who use an airport for the sole purpose of connecting from one aircraft to another. They are counted as both arriving and departing passengers.

"**Transit**" or "**In-transit**" traffic refers to passengers who arrive and depart on the same aircraft within 24 hours.

References to the "**Heathrow Express rail service**" refer to the express (non-stop) service which runs between Paddington station and Heathrow airport. Where reference is made to CAA publications or data, efforts have been made to ensure data is reproduced and presented in a similar style to aid comparison and cross-reference but may not be identical as a result of modifications made for presentational purposes.

SELECTED HISTORICAL FINANCIAL INFORMATION

The tables below present consolidated income statement, consolidated statement of financial position and consolidated cash flow data for the Issuer for and as at the years ended 31 December 2018 and 2017, and for and as at the six months ended 30 June 2019 and 2018. The data for the six months ended 30 June 2019 has been extracted from the unaudited consolidated financial statements of the Issuer for the six months ended 30 June 2019, which have not been audited. The information below should be read together with the consolidated financial statements and the notes to those statements.

Consolidated Income Statement Data

	<i>Six months ended</i>	
	<i>30 June</i>	
	<u>2019</u>	<u>2018</u>
	<i>(unaudited)</i>	
	<i>(£ millions)</i>	
Revenue	1,461	1,405
Adjusted EBITDA	906	848
Operating profit	503	530
Profit before tax	20	327
Taxation (charge)	(20)	(65)
Profit for the period	-	262
Interim dividends paid during the period	<u>(185)</u>	<u>(224)</u>

	<i>Year ended</i>	
	<i>31 December</i>	
	<u>2018</u>	<u>2017</u>
	<i>(audited)</i>	
	<i>(£ millions)</i>	
Revenue	2,970	2,884
Adjusted EBITDA	1,837	1,760
Operating profit	1,208	1,215
Profit before tax	491	605
Taxation (charge)/credit	(79)	(102)
Profit/(loss) for the period	<u>412</u>	<u>503</u>
Interim dividends paid during the year	<u>(497)</u>	<u>(335)</u>

Consolidated Statement of Financial Position Data

	<i>As at 30 June</i>	
	2019	2018
	<i>(£ millions)</i>	
	<i>(unaudited)</i>	
Assets		
Non-current assets	16,011	15,218
Current assets	1,214	398
Of which term deposit and cash and cash equivalents	853	60
Total assets	<u>17,225</u>	<u>15,616</u>
Liabilities		
Non-current liabilities	(17,287)	(15,533)
Current liabilities	(1,487)	(1,153)
Total liabilities	(18,774)	(16,686)
Net liabilities	(1,549)	(1,070)

	<i>As at 31 December</i>	
	2018	2017
	<i>(£ millions)</i>	
	<i>(audited)</i>	
Assets		
Non-current assets	15,393	15,051
Current assets	1,119	1,036
Of which term deposit and cash and cash equivalents	715	535
Total assets	<u>16,512</u>	<u>16,087</u>
Liabilities		
Non-current liabilities	(16,473)	(15,572)
Current liabilities	(1,281)	(1,823)
Total liabilities	(17,754)	(17,395)
Net liabilities	(1,242)	(1,308)

Consolidated Cash Flow Data

	<i>Six months ended 30 June</i>	
	<u>2019</u>	<u>2018</u>
	<i>(unaudited)</i> <i>(£ millions)</i>	
Cash generated from continuing operations	906	858
Net cash from operating activities	865	834
Net cash (used in)/from investing activities	(657)	(353)
Net cash (used in) financing activities	(365)	(944)
Net (decrease)/increase in cash and cash equivalents	(157)	(463)
Cash and cash equivalents at beginning of period	595	523
Cash and cash equivalents at end of period	438	60
	<i>Year ended 31 December</i>	
	<u>2018</u>	<u>2017</u>
	<i>(audited)</i> <i>(£ millions)</i>	
Cash generated from operations	1,790	1,732
Net cash from operating activities	1,707	1,672
Net cash used in investing activities	(898)	(811)
Net cash used in financing activities	(737)	(624)
Net increase/(decrease) in cash and cash equivalents	72	237
Cash and cash equivalents at beginning of period	523	286
Cash and cash equivalents at end of period	595	523

Debt, gearing and interest cover statistics

	2019	At 30 June 2018	At 31 December 2018	2017
	(actual)			
	(£ millions, unless otherwise stated)			
Senior debt.....	11,989	10,749	11,765	11,150
Senior net debt.....	11,165	10,704	11,054	10,625
Senior and Junior net debt.....	12,520	12,453	12,407	12,372
Issuer debt.....	1,655	1,312	1,577	1,312
Issuer net debt.....	1,625	1,296	1,573	1,302
Group debt.....	14,999	13,810	14,695	14,209
Group net debt.....	14,145	13,749	13,980	13,674
Heathrow RAB.....	<u>16,420</u>	<u>15,952</u>	<u>16,200</u>	<u>15,786</u>
Senior RAR.....	68.0%	67.1%	68.2%	67.3%
Junior RAR.....	76.2%	78.1%	76.6%	78.4%
Group RAR.....	86.1%	86.2%	86.3%	86.6%
Senior ICR.....	N/A	N/A	3.72x	3.47x
Junior ICR.....	N/A	N/A	2.94x	2.76x
Group ICR.....	N/A	N/A	2.62x	2.48x

Notes

(1) Debt figures are determined using nominal debt and include index-linked accretion.

Key operating statistics

	Six months ended 30 June		Year ended 31 December	
	2019	2018	2018	2017
	(unaudited)		(unaudited)	
Number of passengers.....	38.8m	38.1m	80.1m	78.0m
Aeronautical income per passenger.....	£22.48	£21.75	£21.78	£22.00
Retail income per passenger.....	£8.75	£8.62	£8.94	£8.45

USE OF PROCEEDS

The net proceeds of the issue of the Notes are expected to be used for general corporate purposes.

As at 30 September 2019, gross debt at the Issuer was £1,707 million, equivalent to 10.3 per cent. of Heathrow's RAB at that date. The issuance of the Notes together with the expected use of proceeds outlined above, the expected drawing of £298 million of committed private placed debt at the Issuer and the repayment of £150 million of debt outstanding under the Issuer Facilities, will result in the amount of gross debt at the Issuer being approximately £2,155 million (or 12.9 per cent. of Heathrow's forecast RAB at the time) by the end of 2019.

CAPITALISATION

The following table sets out the actual consolidated cash and cash equivalents and debt of the Issuer at 30 June 2019 (as included within the Issuer's consolidated statement of financial position on that date). The borrowings of the Security Parent and its subsidiaries exclude the debenture between the Issuer and the Security Parent and its associated interest accruals, which are eliminated on consolidation.

	<i>Accounting value</i>
	(£ millions)
Current borrowings – Issuer	23
Current borrowings – Security Parent and subsidiaries	831
Total current borrowings	854
Non-current borrowings – Issuer	
Bonds	819
Loans	827
Total at Issuer	1,646
Non-current borrowings – Security Parent and subsidiaries	
Bonds	12,145
Loans	695
Total at Security Parent and subsidiaries	12,840
Total non-current borrowing	14,486
Total Debt	15,340
Cash and cash equivalents	(853)
Total net debt	14,487

BUSINESS

Heathrow Airport

London is the world's leading global financial centre and a leading worldwide centre of commerce. As London's largest airport, and its only international hub, Heathrow Airport is a critical infrastructure asset not only for the UK but for global finance and commerce.

Heathrow Airport hosts most of the world's major international airlines and is the worldwide hub of British Airways and the main European hub of the oneworld airline alliance. It also hosts the other two principal airline alliances of SkyTeam and Star Alliance.

Heathrow Airport is served by two parallel runways which together have maximum permitted ATMs of 480,000 per year. In 2018, Heathrow Airport operated at 99.1 per cent. of this limit in 2018 and has been operating close to the limit for many years.

Heathrow Airport provides a wide range of passenger services, including passenger-handling facilities, car parking, shops, bars and restaurants. Heathrow Airport is served by extensive bus services, London Underground services and the dedicated Heathrow Express rail service to and from London Paddington Station.

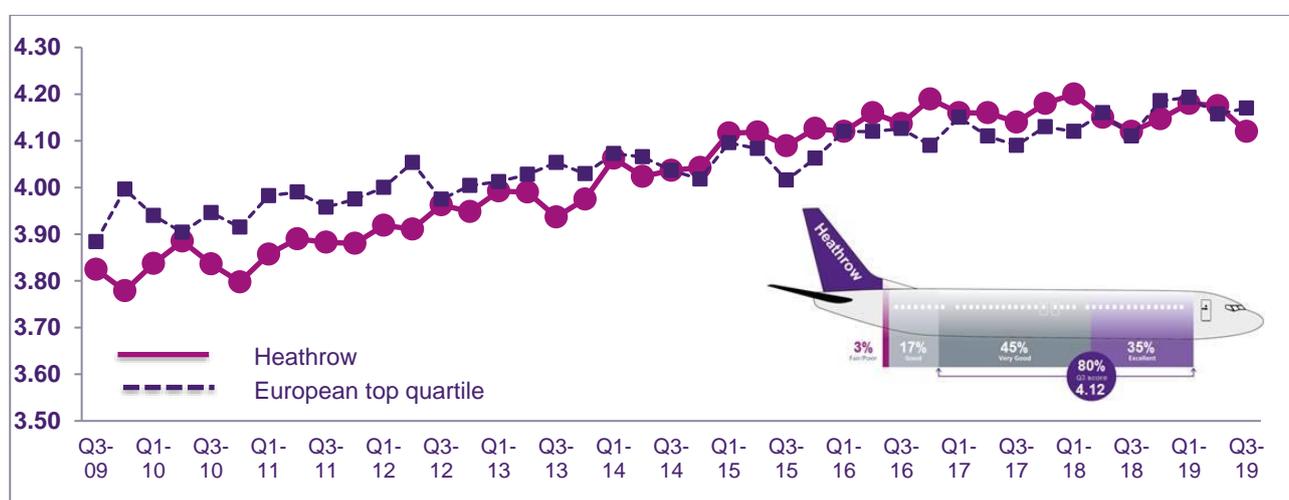
The Group has invested approximately £9 billion transforming Heathrow Airport over the last decade, including the opening of Terminal 2: The Queen's Terminal in June 2014. Each of Heathrow Airport's four operational terminals is either new or recently refurbished. In 2018, the Group invested £793 million (2017: £700 million). In 2018, Terminal 2 handled 18.5 million passengers (2017: 17.8 million) and Terminal 5 handled 32.8 million passengers (2017: 32.3 million).

Terminal 5 has been awarded the World's Best Airport Terminal by Skytrax for five consecutive years up to and including 2016 and Terminal 2 was awarded the World's Best Airport Terminal by Skytrax in 2018. In 2019, Terminal 5 regained the title as the World's Best Airport Terminal. Heathrow Airport was named "Best Airport in Western Europe" by Skytrax for the fifth time in 2019. In 2019, Heathrow Airport also received the award for Best Airport Shopping for the tenth consecutive year.

Heathrow has continued to achieve strong recognition from passengers for overall service. In the independent Airport Service Quality ("ASQ") survey conducted by Airports Council International ("ACI"), Heathrow achieved an ASQ score of 4.16 out of 5.00 in the first nine months of 2019 compared to 4.16 in the first nine months of 2018 and just 3.96 in the first nine months of 2012. This result upholds Heathrow's position in the top European quartile despite pressures from record passenger growth and operational disruptions. In addition, in the first nine months of 2019, 82 per cent. of passengers surveyed rated their Heathrow Airport experience 'Excellent' or 'Very good', illustrating the strength and resilience of Heathrow's operation and the benefits of our continued investments.

This result is underpinned by a strong overall operational performance, strong levels of punctuality and high levels of customer satisfaction across several key service attributes including waiting time at security, cleanliness, wayfinding, airport staff helpfulness and connections. Its status as one of the best hub airports worldwide was further endorsed by OAG (an air travel data network) which named Heathrow Airport as the Number 1 'most internationally connected airport in the world' for 2018.

Quarterly ASQ overall passenger satisfaction – Q3 2009 – Q3 2019



General Description of Heathrow Airport⁽¹⁾

Opened in.....	1946
Location.....	15 miles west of Central London
Number of runways	2 (currently operated generally under segregated mode)
Runway length (metres).....	Northern: 3,902; Southern: 3,658
Number of terminals ⁽²⁾	4
Total land area	1,227 hectares
RAB as at 30 June 2019 ⁽³⁾	£16,420 million

Passenger and Air Transport Movement statistics as at 31 December 2018

International/domestic passengers.....	94 per cent. (long-haul: 52 per cent; European: 42 per cent)/ 6 per cent.
Business/leisure passengers ⁽⁴⁾	33 per cent./67 per cent.
Full-cost carriers/low-cost carriers	98 per cent./2 per cent.
Airlines	84 (main airlines: British Airways and Virgin Atlantic Airways)
Destinations	203
Air transport movement allowed annual capacity	480,000
Air transport movements	475,624
Passengers	80.1 million

(1) Except as otherwise indicated, data as at 31 December 2018.

(2) The new Heathrow Terminal 2 opened in 2014 and the use of Terminal 1 was discontinued in June 2015.

(3) Source: Interim Heathrow Finance Accounts – six months ended 30 June 2019.

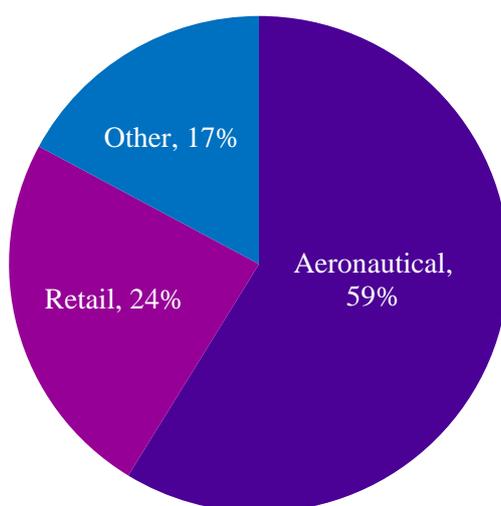
(4) Source: Passenger Profiler (survey of departing passengers)

REVENUE GENERATION AND ECONOMIC REGULATION

Overview

Heathrow Airport is subject to economic regulation by the CAA. The regulatory system is designed to allow airports to generate revenues which are sufficient to finance their operating and capital expenditure requirements and provide a regulated rate of return on their RAB. Among other things, the CAA sets the maximum level of airport charges that Heathrow can levy on airlines for using Heathrow Airport's facilities. These price caps take into account Heathrow's forecast revenues (both aeronautical and non-aeronautical) and costs as well as allowing recovery of capital costs and a return on capital. Details of the regulatory regime and how the CAA determines price caps are set out in "*Airport Regulation*".

Heathrow generates two primary types of income: aeronautical income, which is generated from fees charged to airlines for use of the airport's facilities, and non-aeronautical income from a variety of sources. The chart below shows the breakdown of the £2,970 million total revenue of Heathrow by source for 2018.



Aeronautical income

Aeronautical income reflects the charges levied by Heathrow on the airport's airline customers. These charges (tariffs) cannot exceed the regulated maximum allowable yield per passenger.

The tariff structure through which the aeronautical income is recovered from airlines includes three key elements:

Departing passenger fees

- Fees per passenger are based on the number of passengers on board an aircraft and are levied in respect of all departing passengers. There is no charge in respect of crew members working on flights.
- Three levels of charge based on route area: domestic, European and rest of world. Transfer and transit passengers benefit from a discount.
- Airlines are entitled to receive remote stand rebates which applies per passenger for scheduled flights arriving or departing from a stand which has been designated as remote by Heathrow.
- Departing flights are subject to a minimum departure charge which applies when the calculated departing passenger charge falls below this minimum level.

Landing charges

- Landing charges are levied for substantially all aircraft (with certain diplomatic and other flights being exempted). These are calculated in accordance with the certified maximum take-off weight of the aircraft and are banded into categories for aircraft weighing less than and those weighing more than sixteen metric tonnes, which includes nearly all commercial aircraft. These charges are broken into further categories based on the

noise rating of each aircraft with quieter aircrafts attracting a lower charge. Arriving aircrafts are also subject to emissions charge based on their NO_x rating.

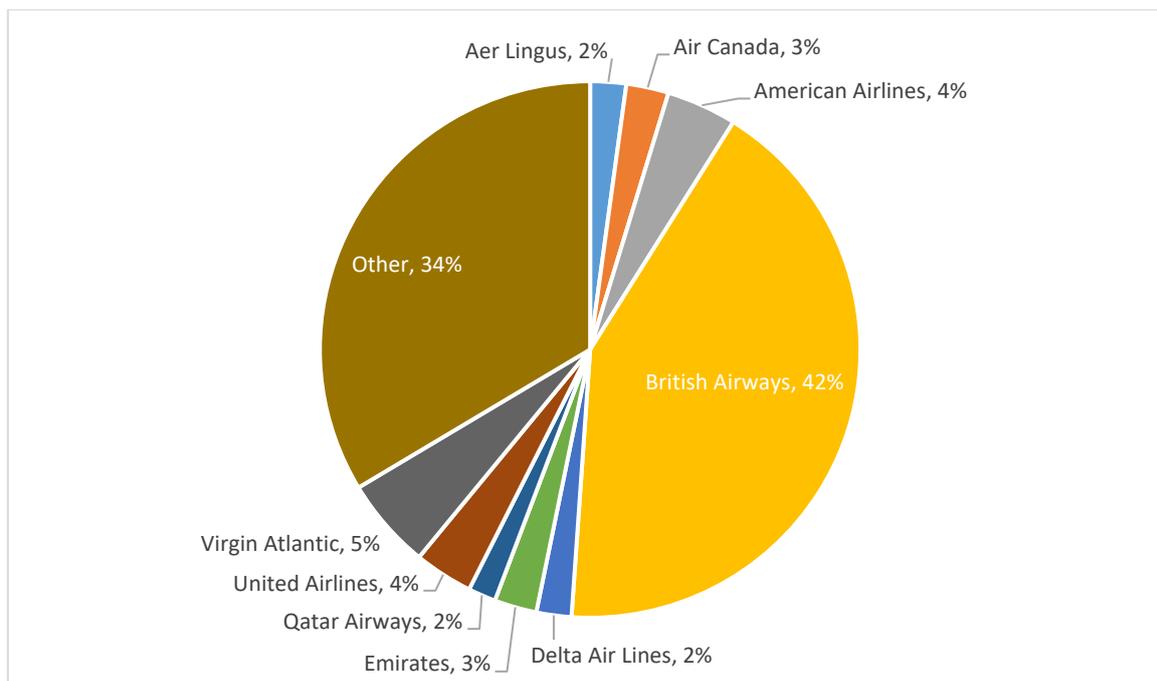
Parking charges

- Aircraft parking charges are levied for each 15-minute slot after 30 minutes for narrow-bodied aircraft and 90 minutes for wide-bodied aircraft.

The CAA stipulates that the airport must charge non-passenger flights at the same rates as passenger flights. These flights also incur the minimum departure charge.

Heathrow Airport hosts most of the world's major international airlines and is the worldwide hub of British Airways and the main European hub of the oneworld airline alliance. It also hosts the other two principal airline alliances of SkyTeam and Star Alliance.

The chart below represents the total aeronautical income⁽¹⁾ for Heathrow Airport by airline for 2018:



(1) Rounded to the nearest per cent. and excludes other charges, related primarily to the provision of fixed electrical ground power and pre-conditioned air to aircraft.

Non-aeronautical income

Heathrow generates non-aeronautical income from a variety of sources. These include:

- concession fees from retail operators;
- direct income from car parks, advertising revenue and VIP products;
- the rental of airport premises such as aircraft hangars, warehouses, cargo storage facilities, maintenance facilities, offices and airline lounges;
- the provision of facilities such as baggage handling and passenger check-in; and
- fare revenue from the operation of the Heathrow Express rail service.

THE GROUP AND ITS OWNERSHIP

The Group is indirectly owned by investment vehicles controlled or managed by Ferrovial S.A. (25.00 per cent.), Qatar Holding LLC (20.00 per cent.), Caisse de dépôt et placement du Québec (12.62 per cent.), the Government of Singapore Investment Corporation (11.20 per cent.), Alinda Capital Partners (11.18 per cent.), China Investment Corporation (10.00 per cent.) and Universities Superannuation Scheme (10.00 per cent.). The Group companies are indirect subsidiaries of LHR Airports. LHR Airports is itself a subsidiary of Heathrow Airport Holdings.

KEY STRENGTHS

Heathrow Airport has a strong position in the South East of England, one of the world's busiest air traffic markets and a market with growing demand for air travel.

- Airports are critical to domestic and international travel, trade and communication. London, as the world's leading financial and commercial centre, drives significant global business travel into and out of the region.
- Demand to fly to and from London is 27 per cent. higher than any other city in the world (Source: Airports IS data December 2018).
- As London's largest airport, and its only international hub, Heathrow Airport is a critical infrastructure asset not only for the UK but for global finance and commerce.
- Aviation has demonstrated resilience as a long-term growth industry. Over the period of 2008 to 2018, passenger traffic through Heathrow Airport increased at a compound annual rate of 1.8 per cent. despite the effects of the major economic downturn in 2008 and 2009. Growth in air travel in the South East of England is expected to continue. Heathrow Airport accounts for nearly half of total passenger traffic in Greater London, with passenger traffic through the five major airports in the Greater London area at over 176 million passengers in 2018 (Source: IATA Airport IS traffic data for 2018).
- The scale of infrastructure and geographical requirements necessary to develop a competing airport provide for very high barriers to entry. These barriers to entry are even more marked for hub airports such as Heathrow Airport.

Heathrow Airport has a unique scale, market position and resilience in passenger traffic.

- In 2018, Heathrow Airport was Europe's busiest airport and the world's seventh busiest in terms of total passengers (Source: ACI Dec 2018).
- Heathrow Airport enjoys a unique market position in the UK, being the country's only hub airport and acting as the gateway to approximately 70 per cent. (in terms of seats) of all the UK's scheduled long-haul air traffic (Source: IATA Airport IS schedules for 2018).
- Heathrow Airport is the largest UK port by value with 1.7 million tonnes of cargo passing through it in 2018. Heathrow plays a critical role in the UK's international trade, handling over 30 per cent. of all UK exports by value outside the European Union in 2018 (Source: UK Trade Info).
- Over half of passengers traveling through Heathrow Airport are non-UK resident and it has an even split between business, visiting friends and family and leisure traffic. Further, it has a balanced mix of European, North American and other long-haul traffic. As a result, there is a greater diversity of economic and demographic factors affecting the airport's passenger demand compared to other UK and international airports.
- A substantial proportion of Heathrow Airport's passenger traffic is long-haul, with 108 long-haul destinations currently served from Heathrow Airport, which makes Heathrow Airport one of only four airports globally with more than 100 direct long-haul routes. In 2018, Heathrow Airport's proportion of long-haul traffic was 51.6 per cent. (in terms of passengers). There are 82 airlines currently operating at Heathrow Airport and over two thirds of those operate long-haul services. Heathrow Airport has also been operating close to its permitted capacity for a number of years, reflecting airline demand to use the airport.

Regulation provides cash flow visibility and mitigates market risk.

- The price caps set by the CAA take into account forecast passenger traffic, operating costs and other revenues for Heathrow as well as allowing recovery of capital costs and a return on capital. In making its determination, the CAA takes into account the actual historic experience of Heathrow and it is limited to a pre-defined timeframe (generally five years) which materially mitigates the market risk faced by Heathrow. This price-setting mechanism provides significant income predictability and cash flow visibility within each regulatory period as well as protection against longer term cost and revenue risks.

Proven resilience to market trends, shocks and economic downturns.

- Heathrow has been resilient to economic downturns and other changes in the air travel market such as wars, acts of terrorism and the threat of pandemic illnesses. In recent years, demand for air travel in the UK has tended to return relatively quickly to historic levels following external shocks.

Heathrow has consistently demonstrated operational excellence

- In 2018, Heathrow continued to deliver strong levels of service across the end to end journey. Over the period, Heathrow's service standards remained high, with limited or no disruption to its operations despite passenger growth increasing pressure on key processes such as check in, security, immigration and baggage. Evidenced by customer feedback as well as a series of industry awards that Heathrow received in 2018, over the years Heathrow has transformed customer experience at the airport. In the independent Airport Service Quality ("ASQ") survey conducted by Airports Council International ("ACI"), Heathrow achieved an Airport Service Quality score of 4.16 out of 5.00 in the first nine months of 2019 compared to 4.16 in the first nine months of 2018 and just 3.96 in the first nine months of 2012. This result upholds Heathrow's position in the top European quartile despite pressures from record passenger growth and operational disruptions. In addition, in the first nine months of 2019, 82 per cent. of passengers surveyed rated their Heathrow Airport experience 'Excellent' or 'Very good', illustrating the strength and resilience of Heathrow's operation and the benefits of our continued investments.
- Heathrow Airport's status as one of the best hub airports worldwide was further endorsed by OAG (an air travel data network) which named Heathrow Airport as the Number 1 'most internationally connected airport in the world' for 2018.

Heathrow benefits from diversified income sources and serves a variety of market segments.

- Heathrow earns income from a variety of sources, including charges to airlines, concession fees from retail operators, income from car parks, advertising revenue, the rental of airport premises such as aircraft hangars, cargo storage facilities, maintenance facilities and offices, the provision of facilities and services such as baggage handling and passenger check-in and the Heathrow Express rail service.
- Heathrow Airport serves a diversified range of major airlines. It is home to British Airways and Virgin Atlantic Airways and also sizeable operations for many non-UK airlines, particularly from Europe, North America, the Middle East and Asia.
- Heathrow Airport serves a range of market segments, including business and leisure travellers, origin and destination and transfer passengers and long and short-haul routes.

Sustainable growth

- Heathrow has taken a leading approach to sustainably grow the airport via the Heathrow 2.0 strategy which, in Heathrow's view, reduces long-term growth risk. Heathrow believes that it is important to use its strong position to drive change in the global aviation industry. This builds trust with local, political and NGO stakeholders and supports its licence to grow. Sustainability is also important in attracting talent to work at Heathrow and creates a brand preference for passengers to choose to fly via Heathrow Airport instead of elsewhere. Finally, sustainability helps Heathrow to reduce costs by reducing waste.

Robust debt financing platform

- The Group's debt financing documents provide creditors with a strong set of protections. This includes security over all of the Group's assets, dividend trigger events, financial and operating covenants and a strong set of information and reporting requirements. *See "Description of Other Indebtedness".*

THE ROLE OF HEATHROW

Heathrow co-ordinates the activities of the numerous organisations involved in the provision of airport services to passengers, airlines and other airport users which include:

- providing passengers, airlines and other service providers with the infrastructure and facilities (such as check-in desks, concourses, gate rooms, baggage handling facilities and office facilities) needed to optimise operations and maximise passenger and flight traffic within existing capacity constraints;
- implementing, under government supervision, air transport security measures, including passenger and baggage inspections. The UK Government has the power to give any airport operator "such directions of a general character as appear to the Secretary of State to be necessary or expedient in the interests of national security or of relations with a country or territory outside the UK";
- developing commercial areas (such as shops, restaurants and car parks) and determining the optimal mix and location of retail services;
- maintaining and developing airport infrastructure to meet evolving airline and passenger demands;

- ensuring that Heathrow Airport is served by appropriate and adequate ground transport services;
- maximising capacity at Heathrow Airport and setting airport capacity constraints in consultation with NATS, the airlines and ACL (which allocates take-off and landing slots); and
- assigning airlines to terminals in consultation with the airlines, ACL and NATS.

HEATHROW AIRPORT'S INFRASTRUCTURE, FACILITIES AND ACCESS

Overview

Heathrow Airport commenced operations as London's principal commercial airport in 1946. The airport's first permanent terminal opened in 1955 and the substantial growth in demand for air transport throughout the 1960s and 1970s saw much of the core infrastructure at Heathrow Airport's Central Terminal Area developed, including the opening of what is now Terminal 3 in 1961 and Terminal 1 in 1968 and the construction of car parks, public transport and other operational and administration facilities. Terminal 4 was added in 1986.

In 2008, Terminal 5 opened on the western side of the airport. The terminal has transformed passenger experience and also operational performance. The main building and its Satellites are positioned perpendicular to the runways, to maximise the efficient use of land on the airport, delivering operationally efficient taxiway and runway hold processes for the benefit of the whole campus. As well as delivering passenger, airline and airport benefit in its own right, the additional terminal capacity created by Terminal 5 provided the space to allow Heathrow to begin renovating and rebuilding its other terminals. Terminal 5 was named the World's Best Airport Terminal by Skytrax for five successive years up to and including 2016 and regained the title of World's Best Airport Terminal in 2019.

The first key phase in transforming Heathrow's existing terminals was the construction of a new Terminal 2. The original Terminal 2 was closed in late 2009 with demolition of the old terminal infrastructure enabling construction of the new terminal to commence in mid-2010. In June 2014, the £2.5 billion investment was opened on time and on budget and attained a high safety record during the construction phase.

The original Terminal 2, opened by Her Majesty the Queen in 1955 was Heathrow's first permanent terminal and was designed to deal with 1.2 million passengers a year. The new terminal has the capacity to cater for up to 20 million passengers a year. Airlines and passengers benefit from state of the art facilities that include main terminal and satellite buildings, a multi-storey short-stay car park and an energy centre supporting the Terminal 2 campus and the wider airport. The terminal and satellite buildings include 24 aircraft stands of which 7 stands are capable of handling the A380 aircraft operating at Heathrow Airport.

Terminal 2 is home to all 24 Star Alliance member airlines operating at Heathrow Airport together with Aer Lingus, Eurowings, Icelandair and Flybe. For the Star Alliance airlines, it provides the opportunity to enhance efficiencies through use of common facilities, processes and personnel. It also enhances the scope for closer commercial co-operation between alliance members by, for example, capitalising on competitive minimum connection times to attract greater volumes of transfer passengers. Both these features will further strengthen Heathrow Airport's competitive position.

In parallel with the work on Heathrow Airport's terminals, significant investment continues in Heathrow Airport's baggage infrastructure. This includes an underground automated baggage system between Terminal 3 and Terminal 5 and the Terminal 3 integrated baggage system which became fully operational in April 2016.

Runways

Heathrow Airport's two parallel runways generally operate in "segregated mode", with arriving aircraft allocated to one runway and departing aircraft to the other. To mitigate noise impact to residents living below the approach and departure routes, the allocation of runways to arriving and departing aircraft is normally swapped at around 3:00 p.m. each day or as weather conditions necessitate.

The airport is permitted to schedule up to 480,000 ATMs per year and in 2018 Heathrow Airport operated at 99.1 per cent. of this limit.

Retail Facilities

Heathrow Airport has a total of approximately 58,600 square metres of retail space served by over 83 retail clients operating almost 480 retail outlets. Terminal 5, with over 16,900 square metres of retail space, has significantly increased the airport's overall retail portfolio. Heathrow Airport owns over 22,000 public car park spaces that are available to passengers and the general public. All terminals at Heathrow Airport are served by car rental operators. The terminals and their approaches provide advertising space, which yields further income.

Access to Heathrow Airport

Heathrow Airport's extensive ground transport links facilitate access to the airport for passengers, cargo transporters and airport personnel:

- Heathrow Airport is located just off the M4 motorway, linking London and the West of England, and London's orbital motorway, the M25.
- Heathrow Express offers a frequent non-stop rail service to and from London Paddington Station. This service is supplemented by the TfL Rail "stopping service", which provides local access to the airport as well as connections with train services on the main rail line between London and the West of England.
- Additional direct rail connections to Heathrow Airport will commence with the introduction of the Elizabeth Line services between Central London and Heathrow Airport.
- In addition, the UK Government has confirmed its support for a rail link between Heathrow Airport and the west of England on the Great Western Main Line and work is progressing on the high-speed rail link between London and Birmingham (with a connection to Heathrow Airport via Old Oak Common), currently scheduled to be operational between 2026 and 2033 although subject to the Oakervee review which will report after the General Election. In December 2018, the Department for Transport published their findings on the Market Sounding exercise for private investment for a new southern rail link to Heathrow Airport and are currently developing their strategic objectives for the scheme.
- The London Underground Piccadilly Line has stations serving each of the terminals at Heathrow Airport.
- Heathrow Airport has one of the busiest coach stations in the UK. Long distance coach services operated by National Express provide fast services from Heathrow Airport to various parts of the UK, including Victoria Coach Station in Central London. Many of the local bus services in the nearby London suburbs also run to the airport.

Capital investment at Heathrow Airport

The capital investment programme at Heathrow Airport of approximately £9 billion over the last decade has transformed Heathrow Airport's infrastructure, positioning it strongly to continue its role as one of the leading global hub airports for the benefit of the whole of the UK in the coming decades.

Capital expenditure for the Q6 regulatory period from 1 April 2014 to 31 December 2018 was £2.9 billion, or £3.1 billion including capital related to expansion. Capital expenditure for the initial one-year extension to the Q6 regulatory period through to 31 December 2019 is currently forecast to be £627 million or around £953 million including capital related to expansion. The proposed capital expenditure for iH7, the further two year extension of the Q6 regulatory period through to 31 December 2021, is under review with the airline community and the CAA. The capital investment plan is subject to approval of individual projects and the corresponding business cases. The capital programme is primarily focused on maintenance and compliance related projects, together with sustaining and improving the passenger experience.

TRAFFIC

Historic Trends in Heathrow Airport's Passenger Traffic

Heathrow Airport has seen passenger traffic grow over the last 10 years. Historic trends in passenger traffic and Air Transport Movements between 2008 and 2018 are set out below.

Number of Passengers and ATMs, Heathrow Airport

	<i>Year ended 31 December 2018</i>			
	<i>Number of Passengers</i>	<i>Percentage Growth on Previous Year⁽¹⁾</i>	<i>Number of Air Transport Movements</i>	<i>Percentage Growth on Previous Year⁽¹⁾</i>
	<i>(millions)</i>	<i>(per cent)</i>	<i>(thousands)</i>	<i>(per cent)</i>
2008.....	66.9	(1.4)	473.1	(0.5)
2009.....	65.9	(1.5)	460.0	(2.8)

2010.....	65.7	(0.2)	449.2	(2.3)
2011.....	69.4	5.5	476.2	6.0
2012.....	70.0	0.9	471.3	(1.0)
2013.....	72.3	3.4	469.6	(0.4)
2014.....	73.4	1.4	470.7	0.2
2015.....	75.0	2.2	472.1	0.3
2016.....	75.7	1.0	473.2	0.2
2017.....	78.0	3.1	474.0	0.2
2018.....	80.1	2.7	475.6	0.3
Compound Annual Growth Rate, 2008-2018		1.8		0.1

(1) Percentage growth on previous year and compound annual growth rate is based on unrounded passenger and ATM numbers.

Over the period from 2008 to 2018, traffic at Heathrow Airport increased by approximately 20 per cent. to over 80 million passengers in 2018, an annual compound rate of 1.8 per cent. Heathrow Airport has generally been operating close to its limit of 480,000 Air Transport Movements per annum for the last 15 years, operating at 99.1 per cent. of its limit in 2018.

As Heathrow Airport has been operating at close to 100 per cent. of its ATM cap, overall passenger growth at the airport is generally dependent on factors such as larger aircraft, increases in the number of seats available for particular types of aircraft and higher load factors. In the first nine months of 2019 average number of seats per aircraft remained broadly in line with the first nine months of 2018 at 213.2 (2018: 213.4). Passenger traffic growth increased 0.7 per cent. in the first nine months of 2019 to a record 61.0 million passengers.

At the same time that the number of seats per aircraft has been improving, load factors have also improved. A key driver for the commercial aeronautical deal which Heathrow is aiming to implement in 2020 and 2021 is to create incentives for airlines to continue to improve load factors. In the first nine months of 2019, load factors increased to 80.2 per cent. (2018 (79.8 per cent)) driven largely by the strong demand to fly to and from Heathrow Airport.

In the five years prior to 2012, prior to the recent period of more robust growth, Heathrow Airport's traffic declined modestly particularly reflecting the impact of the global financial crisis in 2008 and 2009. Its passenger traffic declined only 1.4 per cent. to 66.9 million in 2008 (from 2007) and 1.5 per cent. to 65.9 million in 2009 (from 2008) and saw a cumulative reduction in rolling annual traffic from peak to trough in this period of 3.4 per cent. This was amongst the most resilient performances of major airports in Europe and North America, thought to be influenced by three factors namely Heathrow Airport operating at full capacity, its high exposure to long-haul traffic (the faster growing segment of the global aviation market) and the countercyclical nature of transfer traffic.

Over the last ten years there has also been a shift in traffic at Heathrow Airport towards long-haul routes with long-haul traffic increasing 21 per cent. from 34.1 million passengers in 2008 to 41.3 million passengers in 2018. European and domestic UK traffic was just 19 per cent. higher at the end of this period with its share of Heathrow Airport's total traffic declining from 47.8 per cent. of total traffic in 2008 to 47.6 per cent. in 2018.

CUSTOMERS

Overview

The following table provides traffic details of the main airline customers at Heathrow Airport and aeronautical income for the 12 months ended 31 December 2018:

Main Airline Customers for Heathrow

	<i>Year ended 31 December 2018</i>			
	<i>Passengers</i>	<i>Air transport movements</i>	<i>Aeronautical income</i>	<i>Percentage of aeronautical income⁽¹⁾</i>
	<i>(millions)</i>	<i>(thousands)</i>	<i>(£ millions)</i>	<i>(%)</i>
British Airways ⁽²⁾	37.8	240.8	733.8	42.0
Virgin Atlantic Airways.....	3.5	16.0	95.7	5.5
American Airlines.....	2.9	13.6	72.9	4.2
United Airlines.....	2.1	11.8	61.3	3.5
Lufthansa ⁽³⁾	4.5	37.3	80.2	4.6
Emirates	1.9	4.6	44.5	2.5

(1) Excludes other charges, related primarily to the provision of fixed electrical ground power and pre-conditioned air to aircraft.

(2) Includes Iberia departures operated by British Airways.

(3) Includes Lufthansa, Austrian Airlines, Swiss Airlines, Brussels Airlines, Germanwings and Eurowings.

The largest airline customer at Heathrow Airport is British Airways, which has its global hub there. British Airways is a full-service airline operating a network of intercontinental, European and domestic services. British Airways operates to all regions including key global cities. International Airlines Group owns British Airways, Iberia, Aer Lingus and Vueling, which all operate at Heathrow Airport. Traffic from these airlines in 2018 totalled 40.8 million passengers (2017: 40.3 million). British Airways and Iberia are currently the sole airline occupants at Terminal 5. Heathrow has an agreed joint framework with British Airways for future cooperation.

The second largest airline customer at Heathrow Airport is Virgin Atlantic Airways which operates multi-class flights to long-haul destinations from Heathrow Airport's Terminal 3.

The joint business agreement between British Airways and American Airlines has provided American Airlines with additional slots at the airport, allowing them to grow passenger volumes to 1.7 million passengers in 2018 and means they are now the third largest airline at Heathrow.

Lufthansa Group owns Lufthansa, Austrian Airlines, Swiss Airlines, Brussels Airlines, Germanwings and Eurowings which all operate at Heathrow Airport and traffic from these airlines in 2018 totalled 4.5 million passengers (2017: 4.3 million).

Air Service Agreements and Open Skies

The rights of airlines to operate to and from Heathrow Airport are subject to air service agreements between the UK and other countries (which fall under the umbrella of the 1944 Convention on International Civil Aviation), and multilateral agreements (such as the Open Skies agreement between the European Community, its Member States and the United States which came into effect on 30 March 2008, and liberalised air services between the EU Member States and the United States (the "**Open Skies Agreement**"), which permits any airline in the EU to fly to any point in the US and vice-versa). As a result of these air service agreements, a greater number of airlines have access to Heathrow Airport.

The UK Government has concluded replacement Air Service Agreements ("**ASAs**") for countries that are covered by its membership of the EU, like the United States that maintain today's arrangements.

UK – EU air services in the event of no deal

The EU's Regulation 2019/502 on common rules ensuring basic air connectivity ('the EU Regulation') entered into force in March 2019. This EU Regulation provides the basis for EU countries to give UK airlines permission to operate if the UK leaves the EU without a deal. Subject to some minor modifications, it also applies to Norway and Iceland through its incorporation into the EEA Agreement. The EU's Regulation was originally intended to apply until the end of March 2020, but a proposal to extend this to October 2020 was announced by the European Commission on 4 September 2019.

OTHER OPERATIONS

Cargo and Mail Carriers

Heathrow Airport handles cargo and mail traffic, although this only forms a small part of ATMs. The bulk of cargo and mail at the airport is carried in the cargo holds of passenger flights rather than by dedicated cargo flights. There were 2,880 all-cargo ATMs at Heathrow Airport in 2018 (2017: 2,951).

Cargo and mail carriers are responsible for handling merchandise and packages at Heathrow Airport, including delivery to cargo warehouses, customs procedures and clearance, aircraft loading and unloading, sorting and transport to the final destination.

ROLE OF GOVERNMENT SERVICES AND AGENCIES IN AIRPORT OPERATIONS

The UK Government is responsible for a number of essential services at Heathrow Airport, which it discharges through governmental and non-governmental agencies, notably:

- security operations: The UK Government is responsible for setting aviation security regulations, issues directions to airport operators, airlines and cargo operators and monitors compliance with these directions through a programme of regular inspections and audits;
- public order and policing services: Policing operations at Heathrow Airport are the responsibility of the Metropolitan Police Authority which is paid to provide these services by Heathrow. These public safety services should be distinguished from security operations, which are designed to prevent illicit acts that risk endangering the security of aircraft and passengers; and
- border controls: The UK Home Office's Border Force is responsible for the control of persons and goods.

Air traffic control, including aerodrome navigation services, are provided by NATS, a privately held entity which is responsible for the arrival and departure of aircraft to and from the aircraft parking areas at Heathrow Airport. NATS also works closely with Heathrow and airlines in determining the declaration of scheduling capacity.

SUPPLIERS

The Heathrow Airport Holdings Group works with numerous external suppliers for the delivery of services relating to the day-to-day operation of the airport, as well as for the construction of capital projects.

Utilities

The electrical power distribution infrastructure at Heathrow Airport is owned, managed, maintained and developed by UK Power Networks Services Limited under a long-term contract. Arrangements are in place with E.ON for the supply of electricity and gas, with Affinity Water for the supply of water and with Thames Water for sewerage and trade effluent services.

IT

A majority of IT services for Heathrow Airport are currently outsourced by Heathrow to Computacenter (UK) Limited and BAE Systems Applied Intelligence Limited, under contracts that commenced in 2017, and to Capgemini UK plc under a contract that commenced in 2018. SITA Information Networking Computing BV provides certain network and telecommunications services under a contract that commenced in 2018.

Baggage

Baggage system operation and maintenance services for Heathrow Airport are provided by Babcock Airports Limited under a framework contract that commenced in 2013 and was extended in 2018. The IT for Heathrow Airport's baggage systems is provided by Vanderlande Industries UK Limited under a contract that commenced in 2018.

Other services

There are a large number of services required for the operation of Heathrow Airport which are arranged on a separate basis with external suppliers, including security screening, ground handling, terminal cleaning and passenger transportation services.

COMPETITION

Heathrow Airport competes for Transfer traffic with the other major European hub airports such as Paris Charles de Gaulle, Amsterdam Schiphol, Frankfurt and Madrid Barajas. The airport also faces increasing competition for Transfer traffic from hub airports in the Middle East, such as Dubai, Istanbul and Doha.

To a more limited extent, there is some competition from London Gatwick Airport, London Stansted Airport, London Luton Airport, London Southend Airport and London City Airport in the air travel market in the South East of England and other forms of travel (including the Eurostar high-speed train service connecting London with Paris, Brussels and a variety of other European cities).

EXPANSION OF HEATHROW AIRPORT

On 25 October 2016, the UK Government announced its decision to support the expansion of Heathrow Airport. The UK Government's decision followed the clear and unanimous recommendation of the Airports Commission on 1 July 2015, following nearly three years of consultation, evidence gathering and analysis. Heathrow has completed three public consultations as Heathrow works to refine its preferred masterplan. Heathrow launched its statutory consultation (the "**June 2019 Consultation**") on 18 June 2019, which ran until 13 September 2019 and set out details on its preferred proposals, inviting comments from the local community as well as statutory consultees and the wider public. The preferred proposals include expansion of Heathrow Airport with the construction of a new runway north west of Heathrow Airport (the "North West Runway"), related enabling infrastructure and new taxiway systems, additional terminal capacity and satellite buildings, automated baggage facilities and passenger transit systems for ease of movement around Heathrow Airport (together the "North West Runway Scheme").

The North West Runway Scheme is expected to involve a significant programme of acquisition of residential and commercial property in the area of land adjacent to the existing perimeter of Heathrow Airport, to be acquired to develop much of the expected additional infrastructure and facilities required as part of the North West Runway Scheme. Subject to obtaining a DCO (as set out below), the proposed expansion of Heathrow Airport is required by the Airports National Policy Statement to deliver at least 260,000 additional flights per annum. Heathrow's current draft preferred masterplan considers growth up to 740,000 flights, serving approximately 142 million passengers per annum compared to over 80 million passengers in 2018. If Heathrow is granted a DCO, the first flights are expected to begin using the new runway as early as 2026.

The UK Government has made it clear that the expansion of Heathrow Airport will only be allowed to proceed on the basis of Heathrow offering a "world class package of compensation and mitigation worth up to £2.6 billion, including community support, insulation, and respite from noise" to balance expansion.

The June 2019 Consultation, also contained a preliminary assessment of the likely impacts of expansion on the environment and local communities, together with Heathrow's plans to manage such impacts. This includes proposals for property compensation, a Noise Insulation Policy, a Community Fund and measures to mitigate against air pollution, carbon and other environmental effects.

National Policy Statement and Development Consent Order process

The Planning Act 2008 (the "**Planning Act**") sets out the consenting and authorisation process for nationally significant infrastructure projects ("**NSIPs**"). NSIPs are projects considered by government to be so large and important that permission to build them needs to be given at a national level, by the relevant Secretary of State. The construction or alteration of an airport falls under the Planning Act regime where its proposed increase in passenger capacity would be at least 10 million additional passengers per year. The proposed expansion of Heathrow Airport would exceed this threshold and therefore it is classified as an NSIP under the Planning Act.

The Planning Act provides that the Secretary of State can designate national policy statements ("**NPS**") which set out the policy framework against which an application for development consent to construct and operate a NSIP will be determined. NPSs are subject to public consultation and scrutiny by Parliament before being finalised. In February 2017, the UK Government published its draft Airports National Policy Statement ("**ANPS**") outlining its policy for Heathrow Airport's expansion. The draft ANPS was subsequently updated to take into consideration the responses received to the first consultation of the ANPS. Following a further public consultation on the ANPS and a review by the Transport Select Committee, a final version of the ANPS was tabled for consideration by the UK Parliament.

The final ANPS was approved by the UK Parliament on 25 June 2018. The House of Commons voted 415 to 119 in favour of the ANPS, a majority of 296. The Secretary of State for Transport formally designated the ANPS on 26 June 2018.

Under the Planning Act, any development defined as an NSIP will require consent in the form of a Development Consent Order ("**DCO**"). Heathrow, as promoter of the proposed expansion, will therefore need to apply for a DCO to the Secretary of State for Transport. A DCO is legislation that combines consent to develop a project alongside a range

of other consents that would normally have to be obtained separately, such as listed building consent and environmental consents. A DCO can also contain powers for the compulsory acquisition of land and development that is associated with the NSIP but not part of it.

Pre-application consultation is a key part of the planning process under the Planning Act. Heathrow is required to formally consult interested parties, including the public, local authorities and other statutory consultees, such as Natural England, Historic England and the Environment Agency before making its application.

The DCO application must be submitted to the Planning Inspectorate, the government agency responsible for operating the planning process for NSIPs, who will process the application on behalf of the Secretary of State. The Planning Inspectorate will publicly examine the application and make a recommendation to the Secretary of State, who will then make a final decision on whether to grant the DCO. Once a decision has been issued by the relevant Secretary of State, there is a six-week judicial review period in which an application to challenge it in the High Court on legal grounds may be submitted.

The DCO will not include consent to make the necessary changes to the airspace and flight paths serving Heathrow Airport as a result of expansion. This is authorised by the CAA via a separate airspace change process under CAP1616. The final application for airspace change consent is expected to be submitted after the DCO has been granted.

Draft preferred masterplan development

Since approval of the ANPS, Heathrow has been actively developing its DCO application and has made considerable progress towards delivering a sustainable, affordable and financeable expanded Heathrow Airport. Heathrow remains committed to delivering expansion responsibly through open and transparent consultation. Heathrow has carried out three public consultations. Between January and March 2018, Heathrow consulted on its emerging proposals and options for the expansion of the airport. Between January and March 2019, Heathrow carried out a second consultation, which focused on airspace change proposals for its existing two runways and expansions as well as future operations for an expanded airport.

Heathrow launched the June 2019 Consultation on 18 June 2019 and it ran until 13 September 2019. Statutory consultation is required under the Planning Act prior to submission of a DCO application. Heathrow has assessed all feedback received to date through its previous consultations to develop its proposals and is currently assessing the feedback from the June 2019 Consultation. Heathrow will use the feedback received via this statutory consultation, and any further engagement after this date, to finalise the project prior to submission of its DCO application in 2020.

The June 2019 Consultation sought feedback on a number of proposals including:

- **Heathrow's draft preferred masterplan for expansion:** Heathrow's proposals for the future layout of the airport including the runway and other airport infrastructure such as terminals and road access;
- **plans to operate the future airport:** how the future three runway airport will be operated, including important elements such as night flights, as well as how additional flights could be operated on Heathrow Airport's existing two runways before the new runway opens;
- **assessment of impacts of Heathrow Airport's growth:** Heathrow's preliminary assessment of the likely impacts of expansion on the environment and local communities; and
- **plans to manage the impacts of expansion:** Heathrow's plans for mitigating the effects of expansion, including property compensation, Heathrow's Noise Insulation Policy, a Community Fund, and measures to mitigate against air pollution, carbon, and other environmental effects.

The June 2019 Consultation sets out Heathrow's draft preferred masterplan and proposed growth in phases – from the opening of the new runway expected in approximately 2026 to the completion of the masterplan in approximately 2050. Growth in infrastructure between 2026 and 2050 will align closely with forecast passenger growth. The expansion of the airport creates benefits for consumers as a result of greater competition and will help airlines schedule and develop new routes, reduce operational impacts to minimise impact on the customer experience and provide flexibility to respond if passenger growth performs differently to Heathrow's forecasts.

At each phase of the draft preferred masterplan, Heathrow set out the infrastructure that will be required to accommodate estimated passenger numbers (million passengers per annum, or mppa). The phasing shown is indicative and represents key snapshots in time; the speed of delivery of infrastructure could be affected by changing passenger demand, affordability or other factors. Heathrow has phased its proposals as follows:

- 1) **up to around 2026:** new North West Runway completed including realignment of the M25, diversion of local roads and rivers and completion of surface water treatment requirements;
- 2) **around 2030 (up to 115 million passengers per annum):** partial completion of terminal facilities and satellite building, reconfigured cargo areas and some new hotels completed;

- 3) **around 2035 (up to 130 million passengers per annum)**: additional terminal and satellite facilities, new parking areas and further airport related development including hotels; and
- 4) **around 2050 (up to 140 million passengers per annum)**: completion of terminal facilities including demolition of Terminal 3 and transformation of the Central Terminal Area.

One of the ways Heathrow plans to manage the impact of expansion is through its framework for environmentally managed growth, which was part of the June 2019 Consultation. It set out Heathrow's proposals for how growth would be managed in accordance with environmental limits on air quality, surface access, noise and carbon, and supports growth in flights at the airport while ensuring Heathrow's environmental performance stays within maximum limits.

Judicial Review of the ANPS

On 1 May 2019, the High Court dismissed all 26 grounds for review of the ANPS with 21 held to be not arguable. Appeals against that decision brought by four of the Claimants were heard by the Court of Appeal in October 2019, and a judgment will be handed down in due course.

Airspace Change

In parallel with the DCO process, Heathrow has also progressed the approval processes required to implement the airspace changes associated with the expansion of Heathrow Airport. The changes to Heathrow's flight paths follow a separate approvals process to the physical expansion of Heathrow Airport. To obtain permission for changes to flight paths, an Airspace Change Proposal is required to be submitted to the CAA. Heathrow intends to undertake a full public consultation on proposed flight path changes required for expansion in 2022.

Heathrow is also considering a number of changes to help the current two runways operate more efficiently. These include using Independent Parallel Approaches ("**IPA**"). The proposed introduction of IPA on Heathrow's existing two runways has the potential to increase the efficiency and resilience of the airport and it could also be used to facilitate the proposed early release of capacity in advance of the third runway being brought into operation. Upon receipt of DCO consent, it is proposed that the current cap of 480,000 ATMs would be increased. Heathrow is proposing to implement up to an additional 25,000 ATMs on the existing two runways prior to the third runway being brought into operation.

From January to March 2019, Heathrow carried out its Airspace and Future Operations Consultation consulting on operational and airspace changes for an expanded Heathrow Airport. Heathrow presented airspace design envelopes (the geographic areas where flight paths could be positioned in future) and asked for comment on any local factors that should be considered when designing new flight paths to and from Heathrow Airport. Heathrow also sought views on the ways that it could operate the runways for an expanded Heathrow, including how it could provide breaks from aircraft noise through its initial proposals for runway and airspace alternation, along with how it should manage night flights in the future. The feedback received on future operations as part of this consultation has been analysed and is now summarised in Heathrow's Future Operations Consultation Feedback Report.

Heathrow is currently reviewing the responses on local factors provided as part of the Airspace and Future Operations Consultation. Heathrow received over 20,000 suggestions of 'local factors' within the design envelopes. These are locations that respondents would like Heathrow to take into account when designing flight paths for an expanded Heathrow. These 'local factors' will be entered into a database alongside known locations, buildings and sites which are known to be sensitive to noise and Heathrow will consider the effect of flight path options on these when undertaking the Options Appraisal (Stage 2B of the CAA's Airspace Change Process). Heathrow expects to publish a report on this element of the consultation later in 2019.

Logistics Hubs

In March 2019 Heathrow announced the names and locations of the 18 shortlisted sites that remain in the running to be Heathrow's four logistics hubs, to help deliver the expanded airport. The sites were selected from a longlist of 65, all of which were visited during a nationwide tour which concluded in the summer of 2018. The longlisted locations were then all invited to take part in a pre-qualification questionnaire which helped to determine which sites were best placed to be involved in the delivery of the project. In the autumn, the 18 sites shortlisted will have the opportunity to pitch to the airport for their chance to become the final four logistics hubs, to be announced in 2020. The final four sites will become offsite construction centres that will help to deliver Britain's new runway as Heathrow looks to construct as much of the expanded airport offsite as possible. In conjunction with Heathrow's logistics hubs selection process, it has also engaged with a number of companies via its Innovation Partners Programme. These innovative approaches will also help to make the project more affordable and sustainable – by transporting assembled components in consolidated loads and importing best practice.

In addition, there have been a number of regulatory developments related to the expansion of Heathrow Airport. See *'Airport Regulation—Airport Regulation Generally* and *'Airport Regulation—Heathrow Price Regulation—Q6 Extension, iH7 and H7'*.

BREXIT

Heathrow continues to monitor progress on the proposed Withdrawal Agreement following the extension of the UK's date to exit the European Union until the 31 January 2020. The aviation industry remains well positioned for Brexit contingency plans despite the delay in the approval of the Withdrawal Agreement by the UK. Brexit contingency regulations have been agreed by both the UK and the EU, which includes continued flight access between the UK and Europe.

The UK and EU have also agreed to recognise certain security and safety standards. The UK Government has confirmed that airport certifications will remain valid and unaffected by any changes to the safety regulatory regime post-Brexit. In addition, current cargo security standards are aligned and equivalent, and will not require new designations post-Brexit. The UK Government, CAA and the EU have also committed to a minimum of a continuation of mutual recognition of EASA's safety system of licenses, certificates and approvals.

Heathrow Airport is unique as the UK's only hub airport. It benefits from a very well diversified traffic mix and historically more stable passenger traffic and demand than any other European airport and a robust regulatory framework. The Group has taken a prudent approach to both operational and financial planning. Contingency plans have been developed which will help to minimise any potential impact on passengers, including maintaining substantial headroom to covenant levels and taking steps to provide the Group with sufficient liquidity in place to meet all its obligations in full until March 2021.

ENVIRONMENTAL REGULATION AND MANAGEMENT

Environmental regulation

Heathrow is subject to or influenced by various regulation and legislation relating to environmental matters, with provisions related to aircraft noise, air quality and carbon emissions being particularly relevant.

Aircraft noise regulation

Aircraft noise in and around UK airports is subject to European, UK and local regulation. The EU is assuming increasing responsibility for the regulation of aircraft noise standards, with EU member states obliged to comply with the requirements of EU directives and incorporate them into national legislation. The UK government has a key role in setting and developing the policy framework for aircraft noise control, particularly at designated UK airports. A range of noise controls relating to aircraft operations are set out in statutory notices and published in the UK Aeronautical Information Package and elsewhere as appropriate. These controls cover aspects such as departure noise limits and night flight restrictions.

Additional noise-related controls are a feature of the local planning system that often introduces planning obligations in section 106 agreements between airport operators and planning authorities. At Heathrow Airport there are various conditions to the planning permissions for Terminals 4 and 5 that restrict total annual air transport movements and some aircraft operations at different times of day relative to the location of the activity on the airfield.

Air quality and carbon emissions regulation

Heathrow Airport is subject to or influenced by various regulations and legislation designed to improve air quality and reduce carbon emissions. These include global agreements binding the UK to reduce its carbon emissions, EU law requiring local air quality (whether from airport or other activities) to achieve minimum standards and UK regulations governing certain activities and operations, specifically the operation of Heathrow's boiler installations.

In July 2017, the Department of Environment, Food and Rural Affairs ("**Defra**") published its revised national air quality action plan which outlines necessary steps to bring the UK into compliance with EU law in the shortest time possible. Following the latest ruling from the High Court in a case brought by ClientEarth, challenging whether the Government's latest plan was adequate to bring air pollution limits into compliance as soon as possible, Defra published a supplementary plan in October 2018 setting out requirements for feasibility studies to be undertaken in 33 local authority areas not already considered in the plan, in addition to 23 authorities that already have such actions. Current and historic data from local air quality monitoring stations show that the immediate vicinity of Heathrow Airport is already compliant with the nitrogen dioxide limit values. Defra's latest plan demonstrates that areas within the Expansion assessment area will be compliant by 2025, which is the same time period that the Greater London area is expected to be compliant. A significant body of analysis, most recently presented in the Preliminary Environmental

Information Report, demonstrates that it is possible to expand Heathrow Airport while meeting all legal obligations on air quality. Given the significance of road-traffic in pollution levels around Heathrow (and across London), Heathrow's mitigation hinges on its surface access strategy. That strategy sets a goal for a public transport mode share of 50% by 2030 and a commitment to expand without increasing the number of airport-related vehicles on the road.

Heathrow is also subject to regulation and taxation of energy-related CO₂ emissions due to the size of combustion plant on site. The EU Emissions Trading System ("EU ETS") defines an annually reducing free allowance for emissions from fossil fuel combustion on site, resulting in an increasing requirement to either reduce emissions or purchase additional allowances. Further, the Carbon Reduction Commitment Energy Efficiency Scheme, requires Heathrow to pay the UK government for each tonne of carbon dioxide emitted from fixed asset energy use not already covered by EU ETS. In addition, the Energy Savings Opportunity Scheme ("ESOS") requires all large businesses in the UK not certified to ISO 50001 to undertake mandatory assessments looking at energy use and energy efficiency opportunities at least once every four years.

In September 2019, the Committee on Climate Change (CCC) published its letter to the UK government on net-zero and the approach to international aviation and shipping emissions. In line with previous communication the CCC has recommended that international aviation and shipping emissions should be included in the UK's targets to cut greenhouse gas emissions to net zero by 2050. The CCC outlined a range of measures that could be adopted to achieve this including reformed taxes, a price on carbon or limits to airport capacity and indicated what this could mean for airport growth, reiterating that growth in demand should be limited to 25% above current levels by 2050. It is expected that the Department for Transport (DfT) will issue a consultation on net zero carbon and aviation in early 2020 ahead of publishing its Aviation Strategy in 2020.

Environmental permits

Heathrow holds several environmental permits covering activities such as the discharge of surface water runoff to the environment, water abstraction, waste management, combustion for heating and hot water (boilers) and carbon emissions trading. The permits are regulated by the Environment Agency and Heathrow operates an ISO 14001 management system to maintain compliance.

Environmental management

Sustainability and environmental management

Heathrow is committed to managing Heathrow Airport in a responsible and sustainable manner seeking to balance the positive economic and social contribution of Heathrow Airport with its responsibility to minimise its environmental impact.

With approximately 400 companies employing in the region of 76,000 people at Heathrow Airport, and over 200,000 passengers travelling on nearly 1,300 flights every day, the challenges associated with operating Heathrow Airport responsibly are complex. Given this environment, Heathrow seeks not only to improve its own environmental performance but to influence the whole Heathrow community. To this end Heathrow has set up a number of partnerships such as The Heathrow Sustainability Partnership, the People Leadership Forum, The Clean Vehicles Partnership and The Responsible Gateway Forum to support collaborative working between businesses operating at Heathrow Airport and to help Heathrow achieve its commitments to doing business responsibly.

Heathrow's sustainability and environmental performance is monitored by the Sustainability and Operational Risk Committee, a sub-committee of the Heathrow Airport Holdings board, that has as one of its key responsibilities the regular review of Heathrow's performance and conduct in relation to sustainability and environmental matters.

Sustainable growth

In February 2017, Heathrow launched Heathrow 2.0, a long-term sustainability strategy which sets out a series of goals that will guide the future of the business. Heathrow 2.0 focuses on four key pillars:

- **A Great Place to Work** – helping Heathrow's people fulfil their potential;
- **A Great Place to Live** – working better with Heathrow's neighbours to improve their quality of life;
- **A Thriving Sustainable Economy** – creating opportunities for business to deliver a stronger future for the UK; and
- **A World Worth Travelling** – working with Heathrow's industry and regulator to deliver fair and sustainable air travel for future generations to enjoy.

Key achievements in the second year since launch of Heathrow 2.0 include:

- 159 people embarked on apprenticeships through the Heathrow Academy, a step towards Heathrow's goal to deliver 10,000 by 2030 with an expanded airport. Heathrow also launched a new Shared Apprenticeship Scheme and responded to recommendations made by the Heathrow Skills Taskforce;
- "Leading Sustainable Growth" training and development programme rolled out to over 600 senior colleagues;
- over 70 of Heathrow's own vehicles converted to electric or plug-in hybrid, and the highest density of electric charging infrastructure in Europe with over 100 charging points available airside and to colleagues and passengers;
- late running flights reduced by nearly 30 per cent. compared to 2016, representing a significant improvement for local communities most impacted by aircraft noise. In addition, over 60 per cent. of aircraft movements were made by aircraft in the quietest noise category;
- second year as an accredited Living Wage Employer which will see 3,200 airport colleagues receive the Living Wage by the end of 2020. In November 2018, Heathrow published a plan to ensure all its direct suppliers also guarantee the Living Wage;
- achieved Level 3 Carbon trust Supply Chain Accreditation two years ahead of Heathrow's target, one of only three companies and the first airport to do so;
- received the Wildlife Trust's Biodiversity Benchmark for the 11th year running;
- Terminal 2 is now powered entirely by renewable energy;
- invested in a project with the Lancashire Wildlife Trust to restore 70 hectares of English peatland reducing carbon emission, benefiting biodiversity and reducing local flood risk;
- Heathrow published its carbon neutral growth roadmap showing how it will ensure that the expansion of Heathrow Airport does not result in a net increase in carbon emission; and
- launched a passenger awareness campaign to tackle illegal wildlife trafficking.

Carbon Strategy

Heathrow's approach to decarbonisation focuses on both initiatives on the ground, such as using renewable energy to power terminal buildings, and in the air, such as by creating incentives for airlines to operate more efficient aircraft at Heathrow Airport

Accelerating the era of sustainable flight

- Heathrow's Carbon Neutral Growth Roadmap sets out the four areas where Heathrow can use its scale and convening power to influence change:
 - accelerating the arrival of new aircraft technology;
 - modernising airspace and making ground operations more efficient;
 - encouraging the production and take up of sustainable alternative fuels; and
 - promoting the right carbon pricing to support innovation and developing best practice for offsetting in the UK.
- Heathrow currently offers reduced landing fees for the most efficient aircraft which operate at Heathrow Airport. Next, Heathrow intends to make environmental criteria such as aircraft fuel efficiency and emissions a key consideration in the way landing and take-off slots are allocated following the expansion of Heathrow Airport. In 2018, Heathrow announced that the first electric aircraft to operate a commercially-viable flight from Heathrow Airport will have a year's free landing charges, worth up to £1 million.
- Heathrow is working to supply plug-in power at every aircraft stand at the airport and plug in air conditioning at over half the plane stands to reduce the need for aircraft to keep engines running while on stand. Heathrow is also working with infrastructure providers to make Heathrow Airport ready for the arrival of electric aircraft.
- Heathrow is already supporting sustainable fuel pilot projects such as British Airways' work with Velocys on converting household waste, and Virgin Atlantic's with Lanzatech on using waste industrial gases.
- Heathrow supports the Carbon Offsetting and Reduction Scheme for International Aviation ("COSIA"), the world's first sector-wide market-based measure for offsetting the growth in carbon emissions from the aviation industry that will start operating in 2021 and will become mandatory from 2026. Heathrow expects

around 95 per cent. of additional aircraft emissions from the expansion of Heathrow Airport will be offset through CORSIA.

Towards zero carbon airport infrastructure

Heathrow has also focused on investment in energy efficiency which has helped Heathrow to cut electricity consumption and strengthen energy efficiency standards for new buildings and infrastructure. Heathrow has also invested in on-site renewable energy generation, an example of this includes the biomass fuelled Combined Heat and Power Plant that forms part of Heathrow's Energy Centre and supplies Terminal 2. As part of Heathrow 2.0, Heathrow continues to pursue these objectives by aiming to operate zero carbon airport infrastructure (such as, buildings and other fixed assets) by 2050 with clear interim targets.

In addition, for many years Heathrow has actively encouraged use of more sustainable transport by passengers and people working at Heathrow Airport. Heathrow will convert its entire fleet of cars and vans to electric or plug-in hybrid by 2020. In addition, Heathrow operates the world's largest single-site car sharing scheme, the UK's first publicly accessible hydrogen refuelling site and a public transport system linking passengers to surrounding communities and central London (including free travel on bus rail and London Underground journeys around Heathrow Airport paid for by Heathrow). Heathrow Airport is connected to 60 towns and cities by public transport links and the Heathrow Express rail service transports six million passengers a year. In 2018, Heathrow installed ticket barriers, upgraded ticket machines and made improvements to customer information in train stations ready for the arrival of TFL Rail which will become the Elizabeth Line (also known as Crossrail). Heathrow is also supporting government proposals for new western and southern rail services to Heathrow Airport. For more information, see *"Business—Heathrow Airport's Infrastructure, Facilities and Access—Access to Heathrow Airport"*.

Heathrow 2.0 expands these activities to the supply chain and has achieved Level 3 Carbon Trust Supply Chain Accreditation by setting quantitative reduction targets for the carbon impact from Heathrow's supply chain. Heathrow also aims to provide support on energy efficiency to its first tier strategic suppliers by 2020 and increase the percentage of strategic suppliers that have undertaken an assessment of climate change vulnerability and pursued actions to adapt accordingly. See *"Risk Factors—Regulatory Risks—The Group could face costs related to environmental, health and safety and planning considerations"*

Local air quality

To help improve local air quality, Objective 5 in Heathrow 2.0 includes two overall targets:

- reduce NOx emissions from airport related traffic by at least 40 per cent. by 2020, and 60 per cent. by 2025 (from 2013 baseline); and
- reduce NOx emissions from airside vehicles by at least 50 per cent. by 2020, and 70 per cent. by 2025 (from 2013 baseline).

To achieve these targets, Heathrow 2.0 is made up of many goals and strategies. The two flagship goals related to improving air quality are:

- an airside ultra-low emissions zone by 2025 to improve quality of life through cleaner air; and
- 50 per cent. airport passenger journeys made by public and sustainable transport by 2030, supporting no more airport-related cars on the road, so local areas can thrive without increased congestion.

Aircraft noise management

Heathrow's approach to aircraft noise management is set out in its Noise Action Plan 2019-2023 ("**NAP**"). This focuses on analysing and implementing various measures to reduce noise impacts through reduction at source (quieter aircraft), land-use planning and management, noise abatement operational procedures and operating restrictions as well as engaging and collaborating with the community and other key stakeholders in delivery of noise reduction initiatives. On 13 February 2019, Defra officially notified Heathrow that it had adopted its NAP which had been submitted following Heathrow's public consultation in 2018. NAP sets out Heathrow's approach to noise management of current aircraft operations over the next five years.

The Heathrow Strategic Noise Advisory Group brings together Heathrow, representatives from the Department for Transport, the CAA, NATS, IATA, British Airways, noise pressure group HACAN and a local authority group, and seeks to foster collaboration in noise management at Heathrow Airport.

The Heathrow Community Noise Forum ("**HCNF**"), established in 2015, aims to keep residents and local stakeholders informed on areas such as airspace planning, future trials and consultations, and to develop the understanding of airspace and operational issues.

RELATED PARTY TRANSACTIONS

Heathrow has entered and may from time to time in the future enter into transactions with certain affiliates of Heathrow Airport Holdings and its shareholders. All such contracts are and will be negotiated on an arm's-length basis.

SHARED SERVICES

Pursuant to a Shared Services Agreement, LHR Airports provides or procures third parties to provide certain central support services to the Group to assist with the running and management of Heathrow Airport and Heathrow Express.

Services provided by LHR Airports, or Heathrow as a sub-contractor for LHR Airports

The services provided by LHR Airports include management services (such as senior management and strategic direction), IT, health and safety, security, research, airport planning and marketing, finance, human resources, property management, regulatory services, corporate and public affairs and legal support. From 1 January 2013, following the divestment of Gatwick Airport and in light of the (at that time) expected divestment of Stansted Airport and to reflect more accurately the current organisation and economic reality, LHR Airports sub-contracted the majority of these services to Heathrow. Heathrow, as a sub-contractor for LHR Airports, provides certain central support services for Heathrow Express. Additionally, pursuant to a separate agreement, LHR Airports has sub-contracted certain of the cash management and accounting services to LHR Business Support Centre Limited.

All of the staff working for Heathrow are employed and provided by LHR Airports. Heathrow Express employs some of its own staff directly with other staff being provided through a services agreement with First Greater Western Limited.

The terms on which services and staff are provided to the Group are set out in the Shared Services Agreement. Central support services are provided by Heathrow to Heathrow Express pursuant to a separate agreement between Heathrow and Heathrow Express.

Fees payable to LHR Airports

Heathrow pays a fee to LHR Airports which comprises:

- (a) the cost to LHR Airports of providing the services; and
- (b) in respect of centralised airport services, administrative and business support services and corporate services, a margin of 7.5 per cent.

The majority of costs for employees provided under the Shared Services Agreement are included in the charges for airport services and capital project services, to which the margin does not apply. The margin payable to LHR Airports in relation to services to the Group was £0.6 million in the 12 months ended 31 December 2018 (2017: £0.4 million).

Termination of Shared Services Agreement

Subject to the prior written consent of the Borrower Security Trustee, the Operating Companies have the right to terminate the Shared Services Agreement in the case of a breach by LHR Airports with a material adverse effect not remedied within 30 days, certain insolvency related events in relation to LHR Airports or if it becomes illegal for either LHR Airports or the Obligors to perform their obligations under the Shared Services Agreement.

LHR Airports may terminate the Shared Services Agreement only where:

- (a) another suitable and properly resourced member of the Heathrow Airport Holdings Group (excluding any members of the Group) is appointed to act as replacement Shared Services Provider on substantially the same terms;
- (b) a replacement Shared Services Provider is appointed with the consent of and approved by the Borrower Security Trustee and, unless otherwise agreed as an Extraordinary Voting Matter, a Ratings Confirmation is provided; or
- (c) the Operating Companies fail to pay any amounts of £50,000 or more to LHR Airports under the Shared Services Agreement, subject to a 30 Business Day grace period.

The Shared Services Agreement will terminate in respect of an Operating Company which ceases to be controlled by LHR Airports. Unless otherwise agreed, termination will take effect 6 months from the date that the Operating Company ceases to be controlled by LHR Airports.

LHR Airports is entitled to pass pensions costs on to the Group. These relate principally to LHR Airports' obligation to fund the Heathrow Airport Holdings Group defined benefit pension scheme and are calculated on a basis linked to pensionable payroll in respect of those employees that LHR Airports makes available to the Operating Companies

under the Shared Services Agreement. In certain circumstances, the obligation of the Operating Companies to meet pension costs will survive termination of the agreement.

In the event of termination of the Shared Services Agreement, LHR Airports is required to use its reasonable endeavours to facilitate the transfer of the terminated services to the Operating Companies (or to any replacement service provider appointed by the Operating Companies) with a view to ensuring an orderly and efficient transfer with minimal disruption to the ongoing business of the Operating Companies. The employment of relevant airport level staff is expected to pass to the relevant Operating Company or to a replacement service provider.

Potential Conflicts of Interest

As a result of the fact that Heathrow and Heathrow Express have entered into the Shared Services Agreement, there may be potential conflicts of interest for Ross Baker, Stuart Birrell, Chris Garton, Javier Echave, Emma Gilthorpe, John Holland-Kaye, Carol Hui, Andrew Macmillan and Paula Stannett who are directors of LHR Airports (which is the provider of the shared services) and Heathrow (which receives the shared services) and, in the case of Ross Baker and Andrew Macmillan, Heathrow Express. Potential conflicts of interest may arise where the same individuals are directors of both the entity providing the shared services and the entities receiving the shared services because they have, among other obligations, a duty to promote the success of the companies of which they are directors. A potential conflict may arise for the individuals listed above if what is in the best interest of one company is not necessarily in the best interest of the other.

For a description of certain risks associated with the Shared Services Agreement, see “*Risk Factors—Commercial Risk—The Group is dependent on LHR Airports as Shared Services Provider to operate its businesses*”.

INSURANCE

LHR Airports provides insurance and claims handling services to the Operating Companies. LHR Airports arranges both annual and multi-year insurance programmes on a group-wide basis for the Heathrow Airport Holdings Group. Heathrow Rail operations have separate public liability insurance cover and Heathrow, through LHR Airports, has separate policies to protect against specific risks.

The Heathrow Airport Holdings Group insurance programmes, which are required under the CTA, include the following insurance cover:

- **property damage and business interruption insurance and construction all-risks insurance** which covers all risks (including terrorism) of sudden accidental direct physical loss or destruction of, or damage to, insured property and resultant loss of revenue and/or increased costs of maintaining normal business activities. There is also a separate policy covering specified tenanted properties, which provides cover on the basis of individual property sums insured;
- **general liability insurance**, including aviation liability, aviation war/terrorism, public/product liability; public liability with respect to the Heathrow rail activities; and construction third-party liability;
- third-party financial loss and professional indemnity insurance; and
- employers’ liability insurance.

Insurance cover for the Group is provided by a combination of insurance market entities and a captive insurance company owned by LHR Airports.

The financing agreements (within the CTA) require the Obligors to effect and maintain insurance policies in relation to liabilities, undertakings and assets in accordance with good industry insurance practice. Details of these insurance policies are provided annually to an insurance adviser acting on behalf of certain secured creditors.

Some insurance cover for the Group is provided by Heathrow Airport Holdings’ own captive insurance company, LHR Insurance Services Ltd (the “**Captive**”). The Captive enables the Heathrow Airport Holdings Group to access reinsurance markets (including Pool Re for property terrorism risks), to leverage the Heathrow Airport Holdings Group’s combined position on the conventional insurance market and to offer funding options for the Group’s self-insured retention. The Captive underwrites some group-wide risks and also funds some of the Heathrow Airport Holdings Group’s self-insured retention.

For more information on insurance, see “*Risk Factors – Commercial Risks – The Group’s insurance coverage might not be adequate or available in all circumstances*”.

PENSIONS

The Heathrow Airport Holdings Group operates a number of pension schemes for its employees. The main schemes, which are sponsored by LHR Airports, the employing company within the Heathrow Airport Holdings Group, comprise

a defined benefit pension scheme that closed to employees joining LHR Airports after 15 June 2008 (the “**Pension Scheme**”) and a defined contribution pension plan (the “**Plan**”) that employees joining LHR Airports since 16 June 2008 are eligible to join. There are also separate defined contribution pension schemes for employees of Heathrow Express and LHR Business Support Centre Limited (the “**BSC**”).

Under the terms of the Shared Services Agreement, Heathrow makes monthly cash payments into the Pension Scheme determined by the latest agreement made with the Trustee of the Pension Scheme. Employer contributions into the defined contribution pension plan are currently determined as a percentage of the aggregate basic salary, plus skills based pay, for all relevant scheme members. Under the terms of the Shared Services Agreement, Heathrow is also liable to fund any deficit in the Pension Scheme. The Pension Scheme also has a right to receive up to £284 million of the proceeds of an enforcement of the security granted by the Obligors, which right ranks *pari passu* with senior (Class A) debt.

The Pension Scheme is administered by a corporate trustee, the BAA Pension Trust Company Limited (the “**Pension Trustee**”). The directors of the corporate trustee comprise three elected employee representatives, one pensioner representative and four LHR Airports nominated directors. In addition, the Scheme rules require the appointment of an Independent Trustee (currently fulfilled by Law Debenture Trust Company). As at 30 September 2019, the Pension Scheme had 2,691 current ‘active’ members, 9,097 pensioners (including pensions paid to surviving partners and dependents) and 4,791 deferred pensioners.

The most recent actuarial valuation of the Pension Scheme, undertaken by the Pension Trustee as at 30 September 2018, concluded in October 2019 and indicated a scheme deficit of £123 million calculated using the Pension Trustee’s actuarial assumptions. As part of the valuation process, LHR Airports and the Pension Trustee agreed that the annual deficit recovery payment into the Pension Scheme would decrease from £23 million to £20 million that is intended to eliminate the deficit by 30 September 2022. In addition, in respect of future accrual of benefits, LHR Airports would contribute approximately 25.6% per cent. of basic salary and shift pay, which for the financial year ending 31 December 2018 was £25.0 million

The reduction in deficit recovery and future accrual cash payments arose from the changes introduced with effect from 1 October 2015, following consultation with affected Pension Scheme members required by applicable regulation, *subsequent cash contributions and investment returns on the Scheme’s assets*.

The changes introduced, impacting only active members of the Pension Scheme, were:

- a reduction in future benefit accrual rate from 1/54th to 1/60th of pensionable pay;
- the introduction of an annual cap of 2 per cent. on future increases in pensionable pay; and
- a cap of 2.5 per cent. on annual increases to pension payments in retirement for pension benefits accrued from 1 October 2015.

Recognition of these changes for accounting purposes was immediately reflected in the Group’s financial statements in accordance with IAS19. In particular, there was a one-off (non-cash) credit of £236 million in 2015 as a result of the introduction of the annual cap of 2 per cent. on future increases in pensionable pay.

At 31 December 2018 the Pension Scheme had a deficit of £3.5 million compared to a £124 million deficit at 31 December 2017, both as measured under IAS19. The £120.5 million reduction in deficit in the year was primarily due to net actuarial gains on liabilities due to changes in assumptions (£376m), offset by a combination of lower than anticipated returns when compared to interest on assets (£212.4m) and adjustment from the purchase of a bulk annuity policy (£22.2m). In 2018, Heathrow contributed £48 million (2017: £50 million) into the defined benefit pension scheme including £23 million (2017: £23 million) in deficit repair contributions.

The cost to the Heathrow Airport Holdings Group of contributions to defined contribution pension schemes in 2018 was approximately £13.1 million (2017: £10 million).

For additional information, see “*Risk Factors—Commercial Risks—Heathrow and Heathrow Express (together, the “Operating Companies” and each an “Operating Company”) could be subject to periodic increase in pension cash contributions in the future*”.

AIRPORT REGULATION

AIRPORT REGULATION GENERALLY

Heathrow is subject to economic regulation by the Civil Aviation Authority (“CAA”). The CAA is the independent aviation regulator in the UK, responsible for economic regulation, airspace policy, safety and consumer protection.

As the economic regulator for UK airports, the CAA assesses the market power of airports and if an airport passes the market power test(s) set out in the Civil Aviation Act 2012 (the “Civil Aviation Act”), the airport is regulated by means of a licence. Heathrow has been determined, by the CAA, to hold significant market power and operates under a licence granted by the CAA in February 2014. The licence includes a price cap on Heathrow’s airport charges.

The CAA sets the maximum level of airport charges for Heathrow, generally for five-year periods, known as Quinquennium. Heathrow’s current regulatory period was initially for four years and nine months from 1 April 2014 to 31 December 2018 in order to align Heathrow’s financial and regulatory years. A summary of the regulatory settlement for the current regulatory period is set out in “*Heathrow Price Regulation—Key Elements of the CAA’s Q6 Decision*” below. In December 2016, the CAA published modifications to Heathrow’s licence (which took effect from 1 February 2017) extending Heathrow’s current regulatory period by one year so that it will end on 31 December 2019, rolling over the current price control of RPI-1.5 per cent. for the additional year.

Given the timetable for the expansion of Heathrow Airport, the CAA has decided to extend Q6 by a further two years to 31 December 2021. The extended two-year period is known as interim Heathrow 7 (“iH7”). In November 2019 the CAA formalised the decision by updating Heathrow’s licence.

In parallel to the CAA setting the price conditions for the iH7 period, Heathrow and the airline community have reached a commercial agreement. The commercial agreement is intended to be implemented alongside the price path of RPI-1.5%. The CAA has decided that the commercial agreement is in the interest of consumers and formalised the necessary licence changes in November 2019, to reflect the agreement over iH7 alongside the necessary changes to the licence to extend the price control.

Heathrow is regulated by means of a price control mechanism known as RPI +/- X, which incorporates an allowed return on the Regulatory Asset Base (referred to as the “RAB”). This is consistent with the economic regulation of other UK regulated industries (such as telecoms and the energy and water sectors). This form of economic regulation is also sometimes referred to as incentive based regulation, in that Heathrow has an incentive to outperform the price control by means of attracting more passengers (measured against the CAAs forecast for the relevant period), reducing operating costs or delivering higher commercial revenues than forecasted. If the opposite is the case, then Heathrow has to absorb the cost. There is not a retrospective adjustment for shortfalls in income or additional costs (except, principally, where Heathrow incurs additional security costs, above an established threshold, when implementing new security directives imposed by the EU or the UK Government).

The CAA and its statutory powers and objectives

The CAA in its role as economic regulator has a single primary duty to further the interests of users of air transport services regarding the range, availability, continuity, cost and quality of airport operation services (where appropriate, by promoting competition in the provision of airport operation services). There are also supplementary duties to which the CAA must have regard in fulfilling its primary duty:

- the need to secure that each holder of a licence is able to finance its provision of airport operation services in the area for which the licence is granted;
- the need to secure that all reasonable demands for airport operation services are met;
- the need to promote economy and efficiency on the part of each holder of a licence in its provision of airport operation services at the airport to which the licence relates;
- the need to secure that each holder of a licence is able to take reasonable measures to reduce, control or mitigate the adverse environmental effects of the airport to which the licence relates, facilities used or intended to be used in connection with that airport (“associated facilities”) and aircraft using that airport;
- any guidance issued to the CAA by the Secretary of State for Transport;
- any international obligation of the UK notified to the CAA by the Secretary of State for Transport; and

- the principles that regulatory activities should be carried out in a way which is transparent, accountable, proportionate and consistent, and that regulatory activities should be targeted only at cases in which action is needed.

In its duties, the CAA also must take account of the UK’s international obligations which provide, among other things, that airport charges for non-national aircraft are not higher than those paid by national aircraft engaged in similar operations.

The European Directive 2009/12/EC on airport charges was implemented into UK law by the Airport Charges Regulations 2011 which entered into force on 10 November 2011. They establish a common framework for the provision of information by airports to airport users and airport users to airports, airports consulting their airline customers about airport charges, service level agreements and major infrastructure projects, and the setting of charges and the allocation of spare capacity. The CAA is the nominated “independent supervisory agency” under the Airport Charges Regulations 2011 and, following a consultation, in October 2015 published its guidance on the application of the CAA’s powers under the Airport Charges Regulations 2011.

PRINCIPLES OF ECONOMIC REGULATION

The Civil Aviation Act prohibits an operator of a dominant airport area from charging for airport operation services, unless it has a licence granted by the CAA. An airport area is dominant if the CAA determines (and publishes) that the Market Power Test (“MPT”) in the Civil Aviation Act is met by the relevant airport operator. The MPT has three parts:

- whether the relevant operator has, or is likely to acquire, substantial market power in a market, either alone or taken with such other persons as the CAA considers appropriate;
- whether competition law does not provide sufficient protection against the risk that the relevant operator may engage in conduct that amounts to an abuse of that substantial market power; and
- for users of air transport services, the benefits of regulating the relevant operator by means of a licence are likely to outweigh the adverse effects.

In January 2014, the CAA confirmed that the MPT was met in relation to the core area of Heathrow Airport and that Heathrow’s significant market power is likely to endure for the Q6 period.

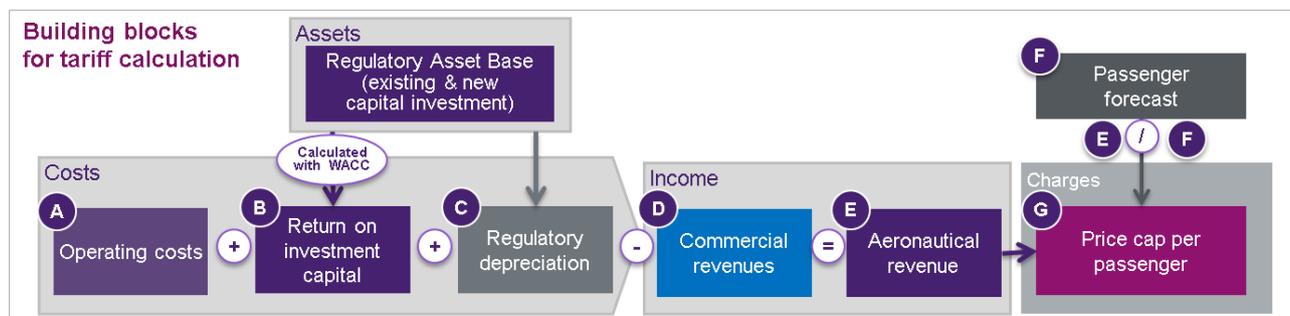
The Price Cap

The price cap for Heathrow is based on a Regulatory Asset Base (“RAB”) methodology using a “single till” building block approach. The single till takes into account revenue and costs from both aeronautical and non-aeronautical activities when setting the price caps.

In setting the price cap, the CAA determines the regulated revenue requirement. This is calculated as the sum of forecast operating expenditure less other revenue plus the required return (using the cost of capital determined by the CAA) on the forecast RAB (taking into account forecast capital expenditure), plus regulatory depreciation and plus or minus RPI inflation. The resulting regulated revenue requirement effectively amounts to the total income from airport charges.

This methodology for deriving the regulated revenue requirement can be represented by the simplified diagram below:

Regulatory Building Blocks



The regulated revenue requirement is divided by forecast passenger numbers which, subject to a price profiling adjustment to smooth charges across the regulatory period, establishes the price cap expressed as a maximum allowable yield per passenger.

Since the start of the current regulatory period, the maximum allowable yield changes from 1 January each year by RPI +/- X per cent. based on RPI from the previous April.

In setting the price cap the CAA will take its own view of the scope for future efficiency savings, the appropriate level of capital expenditure, the average cost of capital associated with Heathrow's risk and the rate of growth in demand for airport services by means of a central passenger forecast. Whilst the price cap places a limit on the increase in the airport charges yield, Heathrow is exposed to traffic risk within the regulatory period. Any incremental traffic above the CAA's forecast is upside and any reduction in traffic in relation to the CAA's forecast is downside. Heathrow has the discretion on whether to price to the maximum permitted level. For example, if there is unused capacity, Heathrow could choose to set prices below the cap in order to stimulate demand.

The price control conditions set by the CAA include the following components for the maximum allowable yield:

- The “**S factor**” mechanism is designed to adjust the maximum allowable yield within the relevant Quinquennium for either additional or reduced security costs incurred as a result of new UK legislation or EU security directives applicable in the UK. For the current regulatory period, the adjustment enables Heathrow to pass through 90 per cent. of any additional (or reduced) security costs around a deadband of £20 million.
- The “**K factor**” is designed to correct for any under recovery (dilution) or over recovery (concentration) in airport charges compared to the annual maximum allowable yield per passenger. Under or over recoveries generally arise due to changes in traffic mix or average loads compared to those forecast at the time airport charges were set for the relevant year. For example, an increase in the proportion of long-haul departing passengers would result in yield concentration leading to an over recovery. Conversely, an increase in average load factors or the proportion of transfer passengers would cause yield dilution. The K factor adjustment is applied to the maximum allowable yield calculation two years after the year in which it is incurred and therefore can be carried forward to the following Quinquennium.
- There is a capital expenditure “trigger” term built into the price control for Heathrow, with provision for the maximum allowable yield to be reduced if specified project milestones are not delivered on time.
- There is a development capital expenditure adjustment, with provision for the maximum allowable yield to be adjusted to account for changes in the revenue requirement associated with development capital projects.
- There is a service quality rebate scheme at Heathrow Airport which sets defined service standards for a range of services and facilities. See “*Heathrow Price Regulation—SQRB Scheme*” below.

Regulatory Asset Base

As with other regulated utilities in the UK, the RAB acts as a unit of regulatory value and does not correspond to statutory asset values. The CAA has historically determined the value of the RAB for Heathrow over each year of the Quinquennium. The closing RAB for Heathrow for each year is taken to be the sum of the opening RAB, plus actual capital expenditure (unless disallowed by the CAA) plus an adjustment for RPI inflation less regulatory depreciation (including the pricing profile adjustment — see “*The Price Cap*” above) and less proceeds of any disposals at the airport.

Heathrow is required to submit regulatory accounts to the CAA as at 31 December of each year identifying, among other things, the value of the RAB. A decision as to whether the current period RAB has been appropriately updated during the current regulatory period is not made until the CAA sets the opening RAB for the next Quinquennium as part of the price control review.

The RAB is independently verified by Heathrow's statutory auditors and included in the regulatory accounts which are provided annually to (but not approved by) the CAA.

HEATHROW PRICE REGULATION

Key Elements of the CAA's Q6 Decision

The CAA's decision in respect of Heathrow for Q6 was published on 10 January 2014 and subsequently set out in Heathrow's licence issued on 13 February 2014. The key elements of the CAA's licence for the original 4 year and 9 month period covered by Q6 include:

- a continuation of the RAB-based construct using the single-till and incentive based regulation in the form of an RPI based price cap;
- a maximum allowable yield based on RPI -1.5 per cent;

- a WACC (weighted average cost of capital, which is the CAA’s assessment, using a notional capital structure of 60 per cent. debt and 40 per cent. equity, of the allowed blended cost of debt and return on equity to satisfy the requirements of capital providers over the Quinquennium) of 5.35 per cent. (pre-tax real);
- assumed capital expenditure of £2.816 billion (in 2011/12 prices);
- projected operating costs of £4.731 billion (in 2011/12 prices);
- a “write down” of £30 million to the RAB to reflect the CAA’s view of capital inefficiency on a specific project undertaken during Q5;
- forecast aggregate passengers of 347.7 million including an allowance for the impact of demand “shocks” (other than macro-economic related impacts) in the derivation of the passenger forecast;
- a split between “core” and “development” capital expenditure to allow for greater flexibility in the capital planning process. Under this arrangement, designation of capital expenditure as core represents firm investment commitments at the start of the Q6 price control period where the scope and cost estimate were reasonably certain. Designation of capital expenditure as development enables projects to be included over the Q6 price control period that were not sufficiently scoped or costed at the start of Q6. The CAA set an initial capital expenditure envelope for Q6 comprising a fixed allowance for core capital expenditure and an indicative allowance for development capital; and
- a business rates revaluation factor to pass through changes in rates costs arising from the 2017 national business rates revaluation process above or below a 9 per cent. increase.

Q6 Extension, iH7 and H7

The current Quinquennium for Heathrow, Q6, was initially set for four years and nine months from 1 April 2014 to 31 December 2018 in order to align Heathrow’s financial and regulatory years. In December 2016, to deal with the uncertainty associated with the Government’s decision on the location for capacity expansion in the South East of England, the CAA announced that it would extend the regulatory period by one year (to end on 31 December 2019), rolling over the current price control of RPI-1.5 per cent. for the additional year.

Given the timetable for the expansion of Heathrow Airport, the CAA has decided to extend Q6 by a further two years to 31 December 2021. The extended two-year period is known as interim Heathrow 7 (“iH7”). In November 2019 the CAA formalised the decision by updating Heathrow’s licence.

Following CAP1769, the CAA is also expected to confirm that the price path for iH7 will be RPI-1.5% for the year ending 2020 and 2021. The CAA also indicated that changes to the timetable (that is, further extensions to Q6) may still be possible if there are “very significant changes” to the statutory process associated with expansion. Heathrow and the airline community have reached a commercial agreement that would be implemented alongside the price path of RPI-1.5%. This in effect removes the need for the CAA to assess the revenue requirement allowed for Heathrow throughout iH7. The CAA has decided that the commercial agreement is in the interest of consumers, with the necessary licence changes to reflect the agreement over iH7 expected in November alongside the necessary changes to the licence to extend the price control.

As at the date of this Prospectus, the commercial agreement has been signed by a number of key airlines from multiple alliances and groups representing more than 85% of Heathrow Airport’s traffic. Under the agreement, Heathrow offers a fixed rebate to all airlines provided a given threshold number of passengers is reached and also offers a volume rebate associated with airlines’ individual performance. The rebates and threshold are offered and calculated for all airlines, using consistent principles in a non-discriminatory basis.

The rebate creates an incentive for airlines to make better use of Heathrow Airport’s existing capacity by way of a volume discount while also providing protection in the event that passenger volumes were to fall below current levels prior to 2022. Another benefit of the commercial agreement is that it will enable all parties to concentrate on the longer term aim of securing a regulatory settlement for H7 which will support affordable and financeable expansion of Heathrow Airport.

The CAA, with the support of the Independent Planner Cost Reviewer (IPCR), has assessed whether Heathrow has efficiently incurred planning permission related costs of £82m for the period 25 October 2016 to December 2017. The CAA’s decision is that Heathrow can recover £80m of the total spent; it cannot recover £1.2m of these costs, and further evidence and analysis is required to allow the recovery of £0.8m (of the total £82m). The timing of the implementation of this decision is yet to be confirmed by the CAA.

Expansion of Heathrow Airport – Regulatory Developments

There have been a number of, and there are expected to be further, regulatory developments related to the expansion of Heathrow Airport. The CAA has categorised costs incurred or to be incurred by Heathrow in relation to potential future expansion of Heathrow Airport into three categories:

- Category A, costs incurred by Heathrow prior to the decision by the UK Government on 25 October 2016 to support Heathrow expansion;
- Category B, costs incurred in connection with the DCO process; and
- Category C, pre-construction and construction costs in relation to expansion typically incurred following the grant of a DCO.

In relation to Category A costs, the CAA has determined that the recovery of most of these costs through airport charges will not be permitted.

In July 2016, the CAA commenced consultation on the regulatory treatment of Category B costs. In December 2016 the CAA modified Heathrow's economic licence to allow the annual recovery of up to £10 million of Category B costs through airport charges.

The CAA's policy statement on the treatment of Category B costs above £10 million was published in February 2017 and included mechanisms that allow:

- (i) costs in excess of £10 million per annum to be added to the RAB;
- (ii) the regulatory cost of capital to accrue on the costs once added to the RAB;
- (iii) recovery of the costs following the decision on the grant of the DCO; and
- (iv) risk sharing under which either 105 per cent. or 85 per cent. of costs added to the RAB will be recovered if the DCO is granted or not granted, respectively.

In addition, the CAA will perform the usual efficiency test to allow for the recovery of any Category B costs and indicated that it would reconsider its policy position on Category B costs if they significantly exceed £265 million. See "*Airport Regulation – Airport Regulation Generally*".

Heathrow currently expects that approximately £500 million in Category B costs will be incurred primarily between 2017 and 2021.

In July 2019, the CAA published a new consultation titled "Economic regulation of capacity expansion at Heathrow airport: consultation on early costs and regulatory timetable (CAP1819)". In this consultation the CAA consults on the regulatory treatment of Category B costs over £265m. In this consultation, the CAA discusses the potential changes to the regulatory treatment of Category B costs above £265m, namely the possibility of removing any premium associated to achieving successful DCO for those costs above the £265m and the most appropriate return for these costs in 2020 and 2021.

In relation to Category C costs, in its December 2017 consultation the CAA stated its support for early compensation costs for commercial and residential costs to be added to the RAB. The CAA requires further information on enabling costs in order to consider this further.

The CAA's consultation published in April 2018 affirms the CAA's support to start incurring Category C costs related to land acquisition, surveying, design or very early construction work before the DCO is granted and confirms that these costs should be recoverable. Heathrow expects these costs to be incurred between 2018 and 2021 when the outcome of the DCO is expected.

The consultation titled "Economic regulation of capacity expansion at Heathrow airport: consultation on early costs and regulatory timetable (CAP1819)" also discusses the regulatory treatment of pre-DCO Category C costs and the timetable for H7. Regarding pre-DCO Category C costs, the CAA confirms that these costs are in the interest of consumers and that these should be added to Heathrow's RAB and if efficiently delivered be recoverable by Heathrow. In addition, the CAA consults on what is the most appropriate allowed return for these costs in 2020 and 2021 and next steps to formally give effect to its policy on these costs.

It is expected that the CAA will formalise its policy on pre-DCO Category C costs by 2019.

H7 Developments

The regulatory period commencing at the end of H7 is known as "H7" ("H7").

There have been a number of regulatory developments related to the expansion of Heathrow Airport, with more expected during the course of 2019.

The CAA's objective in developing the framework for H7 is to find a framework that facilitates affordable and financeable delivery of new capacity, driving competition and choice in the best interest of consumers. The CAA continues to progress its thinking on the H7 framework and launched a new consultation titled "Economic regulation of capacity expansion at Heathrow: policy update and consultation (CAP1782)" at the end of March 2019. In this consultation the CAA:

- a) discusses an integrated approach to assessing whether the H7 price control is financeable by considering risk, incentives and the required return to ensure a financeable outcome;
- b) continues to consider that there are merits to the case for a potential modification to Heathrow's licence by means of a new condition promoting economy and efficiency in the operation, maintenance and development of the airport;
- c) provides a further update on its approach to issues raised by potential alternative arrangements for delivering new capacity at Heathrow airport. The CAA confirms that it does not plan to undertake significant work on alternative arrangements unless robust evidence emerges that alternative delivery models are in the interest of consumers; and
- d) further investigates the potential introduction of new capital investment incentives and how these may affect the risk and reward balance.

In July 2019, as set out above, the CAA published a new consultation titled "Economic regulation of capacity expansion at Heathrow airport: consultation on early costs and regulatory timetable (CAP1819)". In this consultation, the CAA confirms its preference for Heathrow to submit an initial business plan in December 2019 followed by a period of extensive consultation with the airline community. Reflecting the feedback received, Heathrow would have the opportunity to submit a final business plan for consideration by the CAA and stakeholders in 2020.

In August 2019, the CAA launched a further consultation titled "Economic regulation of Heathrow Airport Limited working paper on financial resilience and ring fencing (CAP 1832)". Consistent with its duties, the CAA aims to ensuring that the Heathrow remains financially resilient throughout H7 in order to deliver expansion. In this working paper the CAA discusses potential alternatives to do so and we agree with the CAA that financeability and financial resilience are instrumental objectives to delivering expansion.

In addition, in October 2019 the CAA made its final decision regarding surface access policy. This will guide Heathrow's future surface access investment. It confirms that Heathrow will be able to recover efficiently invested surface access investment and costs in accordance with the policy.

Section 16 Advice

In accordance with the Secretary of State's powers under section 16 (1) of the Civil Aviation Act 2012, the CAA has been requested to advise the Secretary of State on how well Heathrow is engaging with and responding to the airline community on the appropriate scope, design and costing of new runway capacity.

The CAA has published four interim reports with the final report submitted to the Secretary of State in April 2018. In its reports, the CAA recognises the significant engagement underway between Heathrow and the airline community. The CAA recognises that the engagement has improved. Nevertheless, it highlights that Heathrow needs to ensure that the airline community has access to relevant information on the key elements of the expansion masterplan to ensure that it can provide meaningful input. In addition, the CAA has reported to the DfT on whether there are credible scenarios in which expansion can be delivered in an affordable and financeable manner. The CAA's advice to the DfT concludes that this is the case.

SQRB Scheme

Heathrow's licence for Q6 includes a service quality rebate and bonus ("**SQRB**") scheme similar to the SQRB scheme that applied during Q5 with defined service targets for a range of services - security queuing times, departure lounge seat availability, cleanliness, way-finding, flight information, arrivals baggage carousels availability, passenger asset availability (lifts, escalators and track transit system) and airline asset availability (piers, jetties, fixed electrical ground power, pre-conditioned air and stands). The service standards cover also includes an Aerodrome Congestion Term.

To the extent that Heathrow does not achieve the defined standards, rebates to airlines are required. The maximum total revenue at risk during the Quinquennium is 7 per cent. of the total airport charges. Heathrow can achieve a 1.44 per cent. revenue upside in the form of a bonus if it exceeds certain SQR targets.

As a proportion of total airport charges, rebates are up to a total of approximately 2.6 per cent. for departure lounge seat availability, cleanliness, way-finding, flight information, arrivals baggage carousel and equipment availability, 1.2 per cent. for infrastructure availability and access, 1.1 per cent. for passenger security queuing times and 1.0 per cent. for airfield congestion.

Over the six years of Q5 up to 31 March 2014, Heathrow incurred total rebates of £38 million (approximately 0.6 per cent. of aeronautical income over the period). In the period from 1 April 2014 to 31 December 2018, Heathrow incurred total rebates of £9 million (approximately 0.1 per cent. of aeronautical income over the period).

Heathrow's Licence

Heathrow's licence includes a self-modification provision allowing for Heathrow and airlines to agree immediate changes to the SQRB scheme and for the CAA to act as arbiter if the parties cannot reach agreement on the proposed changes.

Heathrow's licence for Q6 includes the price control and SQRB conditions described above. Other key elements of the licence include:

- **Revocation:** Heathrow's licence will remain in force in perpetuity except for certain limited circumstances in which the licence may be revoked such as where the licence is no longer required or continued lack of compliance by Heathrow in relation to regulatory requirements.
- **Financial resilience:** the licence contains the following financial resilience conditions:
 - a restriction on business activities that prohibits Heathrow from undertaking unrelated business activities and placing the regulated business at risk which reflects the Permitted Business restriction in the Common Terms Agreement;
 - a requirement on the directors of Heathrow to provide an annual certificate on the adequacy of resources to continue to provide airport operation services at Heathrow Airport for the following 2 years;
 - an undertaking from FGP Topco Limited, Heathrow's ultimate parent company, not to do anything that would put Heathrow in breach of its licence;
 - a requirement for Heathrow to put in place a continuity of service plan;
 - a requirement for Heathrow to provide prior written notice to the CAA if it intends to amend its financing arrangements in respect of credit rating requirements; and
 - an obligation on Heathrow to notify the CAA in the event of Heathrow (or any company within its group where the financial position of that company or its inability to continue to trade would have an adverse effect on Heathrow's financial position or ability to continue to trade) seeking advice from an insolvency practitioner or any other person relating to Heathrow's financial position or ability to continue to trade.
- **Operational resilience:** The licence includes a condition relating to the need to secure the availability and continuity of airport operation services, particularly in times of disruption.
- **Procurement:** The licence includes a condition requiring Heathrow to ensure its procurement of capital projects is efficient and economical, and that it must publish its policies and procedures on how it will achieve this.
- **Planning and delivery of capital projects:** The CAA noted in its notice granting the licence in February 2014 that it has identified a possible need for a new licence condition. The new licence condition, relating to the planning and delivery of capital projects possibly putting greater accountability on Heathrow to ensure efficient delivery and engagement with the airline community, is to be developed when the licence is in place. To date, the CAA has not initiated work on a possible new licence condition.

AERODROME LICENCES

Heathrow is subject to aerodrome licensing, which requires the operator to demonstrate that it is competent to conduct aerodrome operations safely.

The CAA must grant a licence in respect of any aerodrome in the UK if it is satisfied that:

- the applicant is competent, having regard to its previous conduct and experience, equipment, organisation, staffing, maintenance and other arrangements, to secure that the aerodrome and the airspace within which its visual traffic pattern is normally contained are safe for use by aircraft; and
- the aerodrome is safe for use by aircraft, having regard in particular to the physical characteristics of the aerodrome and of its surroundings.

Heathrow has an aerodrome licence for Heathrow Airport.

In mid-2016, Heathrow completed its transition from an aerodrome licence for Heathrow Airport to a certificate issued in accordance with the new European Aviation Safety Agency's ("**EASA**") regime. The EASA regime allows National Aviation Authorities ("**NAAs**") and airports to convert their existing aerodrome licences to the new EASA certificate. The CAA will still be the primary regulatory point of contact for Heathrow Airport. It will remain the CAA's responsibility to conduct audits of the airport in its capacity as an NAA. However, EASA may conduct audits of the CAA (and other NAAs) to ensure standardisation across member states.

DIRECTORS AND SENIOR MANAGEMENT OF HEATHROW AIRPORT HOLDINGS LIMITED

BOARD OF DIRECTORS OF HEATHROW AIRPORT HOLDINGS LIMITED

The Board of Directors of Heathrow Airport Holdings determines the strategy of the Heathrow Airport Holdings Group as well as the Group and monitors performance to ensure that the Group acts ethically and has the necessary resources to meet its objectives as well as its responsibilities as a leading airport operating group.

The current directors and secretary of Heathrow Airport Holdings are set out below.

Executive Directors

John Holland-Kaye, Chief Executive Officer

John was appointed Chief Executive Officer in July 2014. He joined the Group as Commercial Director in May 2009. From November 2012, John was Development Director and was responsible for delivering the £1 billion annual investment in transforming Heathrow Airport, including the new Terminal 2: The Queen's Terminal, which opened in June 2014.

He was previously Divisional CEO with Taylor Wimpey PLC, having held a number of positions including Operations Director of Taylor Woodrow Developments and Commercial Director of Taylor Woodrow Inc. Prior to that, John was Managing Director, National Sales Division, of Bass Brewers, and has also worked as a strategy consultant with L.E.K. Consulting for a number of high-profile businesses. John is also a non-executive director of Bazalgette Tunnel Limited.

Javier Echave, Chief Financial Officer

Javier was appointed Chief Financial Officer in November 2016. Since joining the Group in 2008, he has advised the Board and Chief Executive Officer on establishing the current capital structure and positioning Heathrow with a strong credit rating in the financial markets. In addition, as Finance Director for Operations, Investment and Performance, Javier played a key role enabling Heathrow Airport's passenger service transformation while delivering an ambitious efficiency programme, set up a robust financial investment capability for Heathrow's capital programme and led an internal cultural transformation around safety.

Javier has held senior roles in the UK and Europe, ranging from strategic corporate finance, planning, investment appraisal and financing. He previously worked as senior manager with Ferrovial, a Spanish-based world leading infrastructure operator and municipal services group.

Non-Executive Directors

The Non-Executive Directors of Heathrow Airport Holdings are:

Paul, Lord Deighton, Chairman

Akbar Abbas Al-Baker, Qatar Holding LLC appointee

Ahmed Ali Al-Hammadi, Qatar Holding LLC appointee

Stuart Baldwin, Government of Singapore Investment Corporation appointee

Christopher Beale, Alinda Capital Partners appointee

David Begg, independent non-executive director

Maria Casero Borges, Ferrovial S.A. appointee

David Xie, China Investment Corporation appointee

Olivier Fortin, Caisse de dépôt et placement du Québec appointee

Jorge Gil Villen, Ferrovial S.A. appointee

Ruth Kelly, independent non-executive director

Rachel Lomax, independent non-executive director

Ernesto Lopez Mozo, Ferrovial S.A. appointee

Mike Powell, Universities Superannuation Scheme appointee

The business address of the directors listed above is The Compass Centre, Nelson Road, Hounslow, Middlesex TW6 2GW.

Company Secretary

Heathrow Airport Holdings' company secretary is Carol Hui.

EXECUTIVE COMMITTEE

The Executive Committee develops and recommends to the Board, medium and long-term business development strategies for the Heathrow Airport Holdings Group with particular focus on the Group's operations. It ensures the delivery of agreed strategies by providing guidance, approvals, governance and monitoring. In addition to John Holland-Kaye and Javier Echave, the members of Heathrow Airport Holdings' Executive Committee are:

Ross Baker, Chief Commercial Officer

Ross was appointed Chief Commercial Officer in January 2017. Previously he was Heathrow's Director of Operations and before that, Director of Strategy. Prior to joining Heathrow in 2011, Ross held a mix of advisory and aviation industry roles. At Bain & Company, he advised on a mix of strategic, commercial and operational engagements. Prior to Bain, Ross spent a decade with British Airways where he held a range of operational and commercial management roles, in the UK and overseas.

Stuart Birrell, Chief Information Officer

Stuart was appointed Chief Information Officer in July 2015. He was previously CIO for Formula 1's McLaren Group, where he built an integrated IT team of in-house experts and specialist suppliers to support the rapid growth of the business including new revenue streams. Stuart also spent three successful years as CIO at Gatwick in the run up to, and after, the sale of the airport by the Heathrow Airport Holdings Group in 2009.

Chris Garton, Chief Operating Officer

Chris was appointed Chief Operating Officer in April 2018. Chris was previously Executive Vice President, Operations at Dubai Airports. As part of that role, he led the operational readiness and successful entry into service of the new Dubai World Central Airport. Prior to Dubai Airports, he held several posts at Gatwick Airport, including Operational Solutions Director and Engineering General Manager. Before entering the world of aviation, Chris served as Business Engineering Manager with Ineos an international manufacturer of chemicals and held numerous operations and engineering management positions during a 20-year career at ICI plc.

Emma Gilthorpe, Expansion Director

Emma was appointed as Expansion Director in January 2017. Her responsibilities include Heathrow's expansion programme as well as master planning and surface access. She joined Heathrow in September 2009 as Regulatory Director and later became Strategy Director. She was previously BT plc's Group Director of Industry Policy and Regulation and has held a number of other senior regulatory and public policy roles in Cable and Wireless. Emma is also a non-executive director of BBA Aviation plc.

Carol Hui, Chief of Staff

Carol was appointed Chief of Staff in January 2017. Carol joined as Heathrow Airport Holdings' General Counsel and Group Company Secretary in March 2009. Prior to joining Heathrow Airport Holdings she was a Board Director and the General Counsel of Amey plc. She has held the positions of Group Legal Director of TDG plc and Deputy General Counsel of BG plc and was previously with Slaughter and May. Carol is also a non-executive director of Robert Walters plc and Action for Blind People.

Andrew Macmillan, Chief Strategy Officer

Andrew was appointed Chief Strategy Officer in January 2017. He is responsible for company strategy, forecasting, regulation and corporate process improvement. He joined Heathrow in October 2009 and has worked in strategy, operational and regulatory roles including leading submissions to the Airports Commission. He is a non-executive trustee of the BAA Pension Fund. Prior to Heathrow he was with McKinsey and Company based in London and Tokyo working on infrastructure, logistics and organisational transformation and mergers in Europe, the Middle East and Asia.

Paula Stannett, Chief People Officer

Paula was appointed HR Director (recently renamed to Chief People Officer) in January 2013. She was previously Human Resources Director for Heathrow's Airports Division and support services, and prior to that programme lead for Heathrow's winter resilience programme. Paula has a strong record of engaging staff to successfully put in place organisational change and improvement.

DIRECTORS – ISSUER

The directors of the Issuer are Javier Echave, Nicholas Golding and Yuanyuan (Sally) Ding. The business address of the directors is The Compass Centre, Nelson Road, Hounslow, Middlesex TW6 2GW.

NO CONFLICTS OF INTEREST

As at the date of this Prospectus, there are no potential conflicts of interest between any duties owed to the Issuer and the private interests or any other duties of any of the directors of the Issuer.

DESCRIPTION OF OTHER INDEBTEDNESS

£250 MILLION NOTES DUE 2025, £275 MILLION NOTES DUE 2027 AND £300 MILLION NOTES DUE 2024

On 16 October 2014, the Issuer issued £250 million 5.75 per cent. Senior Secured Notes due 2025 (the “**2025 Notes**”). On 8 June 2017, the Issuer issued £275 million 3.875 per cent. Senior Secured Notes due 2027 (the “**2027 Notes**”). On 7 November 2018, the Issuer issued £300 million 4.750 per cent. Senior Secured Notes due 2024 (the “**2024 Notes**”). The 2024 Notes, the 2025 Notes and the 2027 Notes are governed by terms and conditions which are identical in all material respects to the terms and conditions of the Notes except as to interest, maturity and the treatment of finance and capital leases as Financial Indebtedness. The 2024 Notes, the 2025 Notes and the 2027 Notes are secured by fixed and floating security over substantially all of the assets of the Issuer and of Heathrow (DSH) Limited (including the issued share capital of the Issuer and Security Parent) as described below under “*Security*”.

ISSUER FACILITIES

The Issuer currently has in place nine loan facility agreements in respect of (i) facilities of £50 million with a final maturity in 2022 (the “**2014 Issuer Facility**”); (ii) facilities of £125 million with various maturities up to 2026 (the “**2016 Issuer Facility 1**”) (iii) a facility of £150 million maturing in 2028 (the “**2016 Issuer Facility 2**”), (iv) a facility of £75 million maturing in 2024 (the “**2017 Issuer Facility**”), (v) a facility of £260 million with various maturities up to 2028 (the “**2018 Issuer Facility 1**”); (vi) a facility of £151.8 million with various maturities up to 2031 (the “**2018 Issuer Facility 2**”), (vii) a facility of £250 million maturing in 2031 (the “**2019 Issuer Facility 1**”), (viii) a facility of £200 million maturing in 2035 (the “**2019 Issuer Facility 2**”) and (ix) a facility of £100 million maturing in 2035 (the “**2019 Issuer Facility 3**” and (i), (ii), (iii)), (iv), (v), (vi), (vii), (viii), and (ix) together, the “**Issuer Facilities**”). The Royal Bank of Scotland plc and Lloyds Bank plc act as agents (as appropriate) and Deutsche Trustee Company Limited acts as security agent respectively in relation to the Issuer Facilities.

The Issuer Facilities are secured by fixed and floating security over substantially all of the assets of the Issuer and of Heathrow (DSH) Limited (including the issued share capital of the Issuer and Security Parent) as described below under “*Security*”.

Repayments and Prepayments

Subject to certain conditions (including, in certain cases, the payment of a make-whole amount to the relevant lenders), the Issuer may voluntarily prepay and/or permanently cancel all or part (being a minimum amount of £10,000,000) of the loans or available commitments (as appropriate) under the Issuer Facilities by giving prior notice to the agent. Amounts that are permanently prepaid may not be reborrowed.

The 2014 Issuer Facility, the 2016 Issuer Facility 1 and the 2018 Issuer Facility 1 also permit the Issuer to voluntarily prepay on a temporary basis all or part (being a minimum amount of £10,000,000) of the loans outstanding under such facilities by giving three business days’ prior notice to the agent (the “**Repayment Option**”). In respect of the 2014 Issuer Facility, the Repayment Option may only be exercised by the Issuer in respect of Facility A and Facility B and only once (in the case of Facility A) and twice (in the case of Facility B). The Repayment Option applies to all of the facilities under the 2016 Issuer Facility 1 and the 2018 Issuer Facility 1 and may not be exercised more than twice in respect of each facility outstanding under the 2016 Issuer Facility 1 and the 2018 Issuer Facility 1. If the Repayment Option is exercised by the Issuer, the amounts repaid must be reborrowed by the Issuer within six-months of the relevant repayment date. During the period in which a facility is repaid, a commitment fee will accrue on the repaid amount.

In addition to voluntary prepayments, the Issuer Facilities require mandatory cancellation and, if applicable, prepayment (or, as the case may be, an offer to do so) in full or in part in certain circumstances, including:

- with respect to any lender, if it is or will become unlawful for such lender to perform any of its obligations under the Issuer Facilities; and
- upon the occurrence of a sale of the whole or substantially all of the Group’s business and assets.

Upon a change of control, the Issuer must notify the agent of such change of control. If there is a change of control, each lender may elect to cancel its commitments immediately and declare all amounts owing to it under the Issuer Facilities due and payable immediately.

Interest and Margins

Loans under the Issuer Facilities bear interest either (i) at floating rate per annum equal to LIBOR plus the applicable margin or (ii) at a fixed rate per annum.

Where the Issuer Facilities bear interest on a floating rate basis, the applicable margin is in the range of 2.35 per cent. per annum to 3.75 per cent. per annum. Where the Issuer Facilities bear interest on a fixed basis, the fixed rate is in the range of 4.80 per cent. per annum to 5.30 per cent. per annum.

Security

Both the Issuer and Heathrow (DSH) Limited have entered into debentures granting fixed and floating security over substantially all of their assets and undertaking (including, without limitation, a first ranking charge of all the issued share capital of the Security Parent and the Issuer, respectively) to secure the obligations of the Issuer under the Issuer Facilities. The holders of the Notes, the holders of the 2024 Notes, the holders of the 2025 Notes, the holders of the 2027 Notes, the lenders under the 2030 PP and any hedge counterparties also benefit from this security package as will any additional third-party creditor which becomes a Secured Party in accordance with the terms of the Intercreditor Agreement. The security securing the Issuer Facilities rank and secure the Issuer Facilities, the Notes, the 2024 Notes, the 2025 Notes, the 2027 Notes, the 2030 PP, any other Bond Liabilities, any other Credit Facilities Liabilities and any Hedging Liabilities (as those terms are defined in “*Terms and Conditions of the Notes in Definitive Form*”) *pari passu* pursuant to the terms of the Intercreditor Agreement (see “*Intercreditor Agreement*”).

Representations

The Issuer Facilities include standard representations and warranties, which include, amongst others, valid power and authority to enter into the agreement, compliance with applicable laws, no misleading information and that the Issuer has good title to its assets.

Financial Covenants

In addition to the general covenants described below, the Issuer Facilities each contain a financial covenant requiring the Group to maintain (i) a Group RAR (as defined in “*Terms and Conditions of the Notes in Definitive Form*”) not greater than 92.5 per cent.; and (ii) a Group ICR (as defined in “*Terms and Conditions of the Notes in Definitive Form*”) not less than 1.0 in respect of each period of 12 months ended each 31 December after the Issuer Facilities were entered into. The Issuer will be able to cure any breaches of these financial covenants up to twice (in non-consecutive years) during the life of each of the Issuer Facilities.

General Covenants

The Issuer Facilities contain positive and negative covenants. The restrictions on investments, negative pledge, disposals, affiliate transactions, indebtedness, dividends and share capital (save for certain agreed deviations) follow the relevant provisions of the Notes, as described in more detail in “*Terms and Conditions of the Notes in Definitive Form*”.

Events of Default

In addition, the Issuer Facilities provide events of default, including, among others, the following:

- non-payment, subject to a 3 business day grace period for administrative and technical errors;
- breach of financial covenants with no grace period;
- breach of other obligations, subject to a 20 business day grace period;
- misrepresentation, subject to a 20 business day grace period;
- cross default;
- insolvency, insolvency proceedings and creditor process, subject (where relevant) to a 28 day grace period;
- unlawfulness and invalidity;
- cessation of business;
- termination of licence;
- audit qualification;
- repudiation and rescission of agreement; and
- litigation and creditor’s process.

Upon the occurrence of an event of default under any of the Issuer Facilities, the relevant agent may, among other things, declare all of the loans and all other amounts payable thereunder to be immediately due and payable or to be payable on demand.

2030 PP

On 14 September 2018, the Issuer entered into a note purchase agreement in respect of the issuance of £75 million of senior notes due 13 August 2030 (the “**2018 PP Notes**”) (the “**2018 Note Purchase Agreement**”). The 2018 PP Notes will be issued over four separate closings taking place between November 2018 and May 2020.

The Issuer’s obligations under the 2018 PP Notes and the 2018 Note Purchase Agreement will be secured by fixed and floating security over substantially all of the assets of the Issuer and of Heathrow (DSH) Limited (including the issued share capital of the Issuer and Security Parent) as described below under “*Security*”.

Repayments and Prepayments

The Issuer may voluntarily prepay all or any part of the 2018 PP Notes at any time on or after 10 February 2030 by giving no less than 10 and no more than 60 days’ notice to the holders of the 2018 PP Notes. Prior to such time, the 2018 PP Notes may only be prepaid in the event of certain changes in tax law. The Issuer may, at any time purchase the 2018 PP Notes pursuant to an offer to purchase made by the Issuer or another member of the Group pro rata to all of the holders of the 2018 PP Notes at the time outstanding on the same terms and conditions. In all cases, amounts prepaid or subject to purchase may not be reborrowed.

Representations

The 2018 Note Purchase Agreement includes standard representations and warranties, which include, amongst others, valid power and authority to enter into the agreement, compliance with applicable laws, no misleading information and that the Issuer has good title to its assets.

Financial Covenants

In addition to the general covenants described below, the 2018 Note Purchase Agreement contains a financial covenant requiring the Group to maintain (i) a Group RAR (as defined in “*Terms and Conditions of the Notes in Definitive Form*”) not greater than 92.5 per cent.; and (ii) a Group ICR (as defined in “*Terms and Conditions of the Notes in Definitive Form*”) not less than 1.0 in respect of each period of 12 months ended each 31 December after the Issuer Facilities were entered into. The Issuer will be able to cure any breaches of these financial covenants up to twice (in non-consecutive years) during the life of the 2018 PP Notes.

General Covenants

The 2018 Note Purchase Agreement contains positive and negative covenants. The restrictions on investments, negative pledge, disposals, affiliate transactions, indebtedness, dividends and share capital (save for certain agreed deviations) follow the relevant provisions of the Notes, as described in more detail in “*Terms and Conditions of the Notes in Definitive Form*”.

Events of Default

In addition, the 2018 Note Purchase Agreement provides events of default, including, among others, the following:

- non-payment, subject to a 3 business day grace period for administrative and technical errors;
- breach of financial covenants with no grace period;
- breach of other obligations, subject to a 20 business day grace period;
- misrepresentation, subject to a 20 business day grace period;
- cross default;
- insolvency, insolvency proceedings and creditor process, subject (where relevant) to a 28 day grace period;
- unlawfulness and invalidity;
- cessation of business;
- termination of licence;

- audit qualification;
- repudiation and rescission of agreement; and
- litigation and creditor's process.

Upon the occurrence of an event of default under the 2018 Note Purchase Agreement, the holders of the holders of more than 50 per cent. in principal amount of the 2018 PP Notes may, among other things, declare all of the 2018 PP Notes then outstanding to be immediately due and payable or to be payable on demand.

INTERCREDITOR AGREEMENT

General

The Issuer and Heathrow (DSH) Limited have entered into an intercreditor agreement (the “**Intercreditor Agreement**”) with, among others, the security agent, the agents under the Issuer Facilities, the trustee for the 2024 Notes, the trustee for the 2025 Notes, the trustee for the 2027 Notes and any hedging creditors. The Trustee will accede to the Intercreditor Agreement on or about the issue date of the Notes.

Under the Intercreditor Agreement, the term “Secured Parties” is defined to mean the security agent, the agents, arrangers and lenders under the Issuer Facilities, the Trustee in its capacity as trustee for the holders of the Notes, the holders of the 2024 Notes and the holders of the 2025 Notes and the holders of the 2027 Notes, the purchasers under the 2030 PP, any hedging creditor, any future secured creditor which has acceded as a party to the Intercreditor Agreement in the relevant capacity and any receiver or delegate appointed by the security agent pursuant to any of the security documents.

The Intercreditor Agreement is governed by English law.

The Intercreditor Agreement includes terms that establish:

- the ranking and priority of the liabilities owed to the lenders under the Issuer Facilities, to the Trustee in its capacity as the trustee for the holders of the Notes, the holders of the 2024 Notes and the holders of the 2025 Notes and the holders of the 2027 Notes, to the hedging creditors and to Heathrow (DSH) Limited with respect to liabilities owed by the Issuer to Heathrow (DSH) Limited (“**Parent Liabilities**”);
- the basis on which the security agent is appointed to hold the collateral created by the security documents;
- under what circumstances the security documents may be enforced;
- the application of proceeds from an enforcement in respect of the collateral; and
- under which circumstances the collateral may be shared on a *pari passu* basis with additional third party creditors.

Priority of Secured Obligations

The Intercreditor Agreement purports to rank (in right and priority of payment) the debt held by the Secured Parties under the Issuer Facilities, the trust deed for the 2024 Notes, the trust deed for the 2025 Notes, the trust deed for the 2027 Notes, the Trust Deed, from November 2018 the 2018 Note Purchase Agreement and the hedging agreements (the “**Secured Obligations**”), together with the collateral that secures such Secured Obligations, *pari passu* without any preference between any such class of Secured Obligations.

Incremental and Refinancing Debt

The Intercreditor Agreement permits certain additional secured debt, including any debt which is raised pursuant to additional credit facilities and additional bonds or notes issued by the Issuer and which are permitted under the terms of the Issuer Facilities, the trust deed for the 2024 Notes, the trust deed for the 2025 Notes, the trust deed for the 2027 Notes, upon accession, the terms of the 2018 Note Purchase Agreement and the Trust Deed to share in the collateral and rank *pari passu* alongside the other Secured Obligations.

Prohibited Actions

The Intercreditor Agreement does not limit the making of:

- payments, distributions or other actions in respect of the Secured Obligations;

- payments (including in respect of scheduled interest and principal) in respect of the Secured Obligations under the Trust Deed; and
- payments in respect of the Secured Obligations under the hedging agreements (subject to certain restrictions as set out in the Intercreditor Agreement),

in each case, in accordance with terms of the documents governing the relevant class of Secured Obligations.

Following the occurrence of certain acceleration and/or insolvency events all payments in respect of Secured Obligations must be applied in accordance with the payment waterfall set out in the Intercreditor Agreement.

The Intercreditor Agreement prohibits Parent Liabilities from receiving the benefit of any security, guarantee, indemnity or other assurance against loss and, prior to the final discharge of all obligations under the Secured Obligations or an insolvency event, prohibits the taking of any enforcement action by the Parent with respect to Parent Liabilities.

Enforcement of Security Documents

The Intercreditor Agreement provides that only the security agent will have the right to enforce the security documents.

Under the Intercreditor Agreement and subject to the security having become enforceable in accordance with its terms, the security agent shall determine the nature, management, timing and control of any enforcement of the security documents on the instructions of the Secured Parties who, in the aggregate, hold more than 50 per cent. of the amounts under the Issuer Facilities (and certain additional credit facilities), any hedging arrangements and the Notes then outstanding (including certain additional notes) (the “**Majority Primary Creditors**”). In the absence of such instructions, the security agent shall act as it sees fit.

The security agent will not be liable in any respect to any Secured Party or any other person for exercising (or failing to exercise) any of its rights, powers or discretions in relation to the security documents. The security agent may disregard any instructions to enforce any security if those instructions are inconsistent with the Intercreditor Agreement.

Snooze/Lose

The Intercreditor Agreement provides that if in relation to a request for a consent to participate in a vote or to approve any other action or provide any confirmation or notification under the Intercreditor Agreement, the agent under the Issuer Facilities, the Trustee (in its capacity as trustee for the holders of the Notes, the holders of the 2024 Notes, the holders of the 2025 Notes or the holders of the 2027 Notes), upon accession, the purchasers under the 2030 PP or a hedge counterparty (each, for itself and on behalf of the creditors it represents) fails to respond to that request within 20 business days of the request being made, the consent or vote of such party (and the aggregate principal amount of indebtedness represented by such party) shall be disregarded for the purposes of ascertaining whether an agreement has been obtained, a vote carried or another action approved, and, in the case of any confirmation or notification, that confirmation or notification will be deemed to have been given.

Enforcement Proceeds

The Intercreditor Agreement regulates the order in which amounts received by the security agent (including upon enforcement of the collateral) are distributed to the Secured Parties.

Under the Intercreditor Agreement, the parties agree that, following any enforcement of the security documents, the claims of the security agent, any receiver or delegate appointed by the security agent pursuant to any of the security documents will have first ranking claims (without any priority between themselves), followed by the costs and expenses of any Secured Party (including the Trustee and the agents) incurred in realisation or enforcement of the security documents, and then followed by claims in respect of the obligations under the Issuer Facilities, the obligations under the trust deed for the 2024 Notes, the obligations under the trust deed for the 2025 Notes, the obligations under the trust deed for the 2027 Notes, the Trust Deed, the obligations under the 2030 PP the obligations of any hedging creditor and the obligations under any other additional bonds or additional credit facilities permitted under the Trust Deed and the Intercreditor Agreement ranking *pari passu* and *pro rata* according to the respective amounts among themselves, and finally followed by any claim which the security agent is obliged to pay in priority to the Issuer or Heathrow (DSH) Limited. The balance (if any) will be paid to the Issuer and Heathrow (DSH) Limited. The security agent will apply amounts received following enforcement, including recoveries from enforcement, in accordance with this priority.

The Intercreditor Agreement contains customary turnover provisions.

Appointment of Security Agent

The Intercreditor Agreement sets out the terms on which the security agent holds the benefit of the security documents.

The security agent shall not be obliged to take any action (including with respect to taking enforcement proceedings or enforcing the security documents) unless indemnified, secured or prepaid to its satisfaction. The security agent shall be entitled to accept deposits from, lend money to and generally engage in any kind of banking or other business with either the Issuer or Heathrow (DSH) Limited.

Unless acting on the instruction of the Majority Primary Creditors, or exercising certain specific discretions granted to it under the Intercreditor Agreement, in exercising any discretion to exercise a right, power or authority under the Intercreditor Agreement, the security agent shall do so having regard to the interests of all the Secured Parties.

The security agent is not obliged to insure any collateral, or require any other person to maintain such insurance, and will not be responsible for any loss, expense or liability which may be suffered as a result of the lack of, or inadequacy of, such insurance. Each Secured Party (other than the security agent) is responsible for undertaking its own independent appraisal and investigation of all risks arising under or in connection with the Intercreditor Agreement and related documents, including in respect of the financial condition, status and nature of each member of the Group and the title of any security provider to the collateral. Neither the security agent nor any receiver or delegate shall be liable for (among other things) validity, effectiveness, adequacy or enforceability of the collateral.

Release of Transaction Security

The Intercreditor Agreement provides that the security agent may release the collateral (and the obligations of the obligors) under certain conditions, including in connection with the enforcement of the security documents or in connection with the sale or disposal of assets permitted by each relevant financing document.

Common Security

None of the lenders under the Issuer Facilities, the Trustee on behalf of the holders of the Notes, the holders of the 2024 Notes, the holders of the 2025 Notes and the holders of the 2027 Notes, the purchasers under the 2030 PP, or the hedging creditors may take the benefit of any security or guarantees in respect of their respective Secured Obligations other than under the relevant financing documents and the security documents.

Amendments

The security agent, the Issuer and Heathrow (DSH) Limited each has the right to make amendments which are minor or of a technical nature to the Intercreditor Agreement without any further consent from the Secured Parties. Other amendments or waivers of the Intercreditor Agreement may be made only with the consent of the agent under each Issuer Facility, the Trustee as representative of the holders of the Notes, the 2024 Notes, the 2025 Notes and the 2027 Notes, the purchasers under the 2030 PP, the trustee or agent under any additional bonds or additional credit facilities permitted by the Trust Deed and the Intercreditor, the security agent and Heathrow (DSH) Limited, except that any amendment, waiver or consent that only affects the rights and obligations of certain parties (and which could not reasonably be expected to be adverse to the interests of the other parties) requires the consent only of the parties so affected. Under the Intercreditor Agreement, the security agent may—if so instructed by the Majority Primary Creditors, and if Heathrow (DSH) Limited consents—amend the terms of, waive requirements of or grant consents under any of the relevant security documents, provided that for releases of security, claims or liabilities or any consents given by the security agent in accordance with the Intercreditor Agreement, any amendment, waiver or consent related to the security documents which affects the nature or scope of the security or the manner in which the proceeds of enforcement of the security are distributed requires the prior consent of the Secured Parties.

SENIOR BORROWER GROUP INDEBTEDNESS

As at 30 September 2019, the Senior Borrower Group had indebtedness totalling £13,924 million under revolving credit facilities (the “**RCF**”), a revolving working capital facility, a liquidity facility (the “**Senior Borrower Liquidity Facility**”), term loans from the European Investment Bank, other term debt (together, the “**Authorised Senior Credit Facilities**” and each an “**Authorised Senior Credit Facility**”) and borrower loan agreements between Heathrow and Heathrow Funding Limited, which correspond in their terms to each series of bonds (the “**Senior Bonds**”) issued by Heathrow Funding Limited (the “**Borrower Loan Agreements**” and, together with the Authorised Senior Credit Facilities, the “**Senior Borrower Group Indebtedness**”). The Senior Borrower Group can issue senior ranking debt (“**Senior Debt**”) and junior ranking debt (“**Junior Debt**”).

The Senior Borrower Group Indebtedness is secured by substantially all the assets of each of the members of the Senior Borrower Group (the “**Senior Obligors**” and each a “**Senior Obligor**”) and guarantees by each Senior Obligor in respect of each other’s obligations, in favour of the lenders under the Senior Borrower Group Indebtedness (the “**Senior Borrower Secured Creditors**”). In addition, Heathrow Funding Limited as issuer of the Senior Bonds provided security over substantially all of its assets in favour of the trustee under the Senior Bonds and holders of the Senior Bonds.

A common terms agreement (the “**CTA**”) sets out the common warranties, covenants, trigger events or loan events of default applicable to the Senior Borrower Group Indebtedness. The Senior Borrower Secured Creditors have also entered into intercreditor arrangements, contained in a security trust and intercreditor deed (the “**STID**”). These are described below.

If the Senior Borrower Group fails to make payments or comply with the covenants in respect of its financing, this may result in a default under the Senior Borrower Group financing and the insolvency of the Senior Borrower Group. The Notes will be subordinated to all liabilities of the Senior Borrower Group and so in such circumstances the Issuer’s ability to make payments under the Notes would be severely restricted and there might be no returns in relation to the Notes.

CTA

General

The CTA sets out certain representations, covenants, Trigger Events and Loan Events of Default which apply to each Authorised Senior Credit Facility including the Borrower Loan Agreements. A copy of the CTA is available on the Heathrow Airport Holdings Group’s website and is incorporated by reference in this Prospectus.

Covenants

The covenants are positive, negative, informational and financial in nature. They include an undertaking by LHR Airports Limited as agent of the Senior Borrower Group (the “Senior Borrower Group Agent”) to provide consolidated audited financial statements of the Senior Borrower Group and Heathrow Funding Limited for each financial year and consolidated, unaudited financial information for the financial half-year.

The Senior Borrower Group Agent must also supply an Investor Report by 30 June and 31 December each year which includes a general update on the Senior Borrower Group, regulatory and business developments and capital expenditure.

Each Senior Obligor has undertaken not to incur any Financial Indebtedness other than Permitted Financial Indebtedness. The incurrence of additional Senior Debt or Junior Debt is subject to certain conditions including that the Senior RAR, the ratio of Senior Debt to the total RAB must be less than 0.725 and the Junior RAR, the ratio of Junior Debt to the total RAB must be less than 0.90, in each case calculated taking account of the proposed additional Financial Indebtedness. In addition, there are provisions which restrict the amount of Financial Indebtedness which can fall due (a) within any 24-month period to 30 per cent. of total RAB and (b) within any Five Year Period to 50 per cent. of total RAB.

Heathrow cannot be sold without approval from the requisite majority of qualifying Senior Borrower Secured Creditors.

In addition to the restrictions on financial indebtedness and disposals, the CTA also contains a number of covenants which regulate the Senior Obligors’ activities including, among others:

- (1) limitations on non-permitted business;
- (2) limitations on joint ventures;
- (3) a negative pledge; and
- (4) a requirement to comply with specified insurance and outsourcing policies.

Trigger Events

The CTA sets out certain trigger events including:

- (1) any breach of the following financial ratios:
 - (A) the Senior RAR as at any Relevant Date is, or estimated to be, more than 0.725;
 - (B) the Junior RAR as at any Relevant Date is, or is estimated to be, more than 0.85;
 - (C) the Senior ICR for each Relevant Period is, or is estimated to be, less than 1.40; or
 - (D) the Junior ICR for each Relevant Period is, or is estimated to be, less than 1.20;
- (2) credit rating downgrades on the Class A Bonds issued by Heathrow Funding Limited below BBB+;
- (3) a credit rating downgrade of Class B Bonds issued by Heathrow Funding Limited below BBB-;

- (4) the commencement of the final reading of draft legislation in the House of Lords or the House of Commons (whichever occurs later) relating to the business of any Senior Obligor if such legislation could (if enacted) reasonably be expected to have a Material Adverse Effect;
- (5) forecast Capital Expenditure over the 12 month period following a Calculation Date exceeds the aggregate of undrawn RCF, cash and Projected Excess Cashflow Before Capex over such 12 month period;
- (6) the amount available under the Issuer Liquidity Facilities/any cash liquidity reserve is less than the estimated interest and equivalent finance charges for (a) the 12 month period following a Calculation Date in respect of Issuer Senior Debt and (b) the six month period following a Calculation Date in respect of Issuer Junior Debt;
- (7) the issue of any compliance or enforcement order by any Regulator which would reasonably be expected to have a Material Adverse Effect; or
- (8) the issue of a termination notice or a notice of any proposed or actual modification in respect of any licence by a Regulator which, if implemented, would reasonably be expected to have a Material Adverse Effect.

The occurrence of a Trigger Event gives rise to various consequences including a block on Restricted Payments, the preparation of remedial plans and a termination plan in respect of the Shared Services Agreement, and a right for the security trustee under the Senior Borrower Group Indebtedness to request to participate in discussions with the Regulator.

Loan Events of Default

The CTA contains a number of Loan Events of Default (subject, in some cases, to agreed exceptions, materiality qualifications, reservations of law and grace periods) including:

- (1) non-payment by a Senior Obligor of amounts payable under the Finance Documents;
- (2) a breach of the following financial ratios:
 - (A) if the Senior RAR as stated in the compliance certificate produced in respect of the reporting date falling in June in respect of 31 December of the preceding financial year is more than 0.925; and/or
 - (B) if the Average Senior ICR as stated in the compliance certificate produced in respect of the reporting date falling in June is less than 1.05;
- (3) non-compliance with any term of any covenant or undertaking in any Finance Document;
- (4) a representation made or repeated by a Senior Obligor in any Finance Document being incorrect or misleading in any material respect when made or deemed to be repeated;
- (5) the insolvency of a Senior Obligor;
- (6) it becoming unlawful for any Senior Obligor to perform its obligations under any transaction document;
- (7) certain changes in law; or
- (8) the occurrence of an event of default under the Senior Bonds.

In respect of each Loan Event of Default requiring any action or discretion on the part of the relevant creditor, the security trustee under the Senior Borrower will act in accordance with the relevant provisions of the STID.

Hedging Policy

The Senior Borrower are subject to a Hedging Policy which is set out at Schedule 5 of the CTA. The Senior Borrowers have entered into and in the future may enter into various interest rate, inflation-linked and currency hedging transactions in conformity with the Hedging Policy.

Security Trust and Intercreditor Deed (“STID”)

The intercreditor arrangements among the Senior Borrower Secured Creditors of the Senior Borrower Group (the “**Senior Intercreditor Arrangements**”) are contained in the STID, Creditors of debt not secured by the collateral securing the liabilities under the CTA are not and will not become parties to the Senior Intercreditor Arrangements and will not be subject to their terms. However, the aggregate amount of such Financial Indebtedness is restricted under the CTA.

The purpose of the Senior Intercreditor Arrangements is to regulate, among other things: (i) the claims of the Senior Borrower Secured Creditors and their ranking in point of payment after the delivery of a Loan Enforcement Notice; (ii)

the exercise, acceleration and enforcement of rights by the Senior Borrower Secured Creditors; (iii) the rights of the Senior Borrower Secured Creditors to instruct the security trustee under the Senior Borrower Group Indebtedness; and (iv) the giving of consents and waivers and the making of modifications to the CTA, the Security Documents, the Shared Services Agreement, the STID, the Master Definitions Agreement and the Tax Deed of Covenant (the “**Common Documents**”). The Senior Intercreditor Arrangements provide for the subordination and postponement of all claims in respect of Financial Indebtedness of any Heathrow Airport Holdings Group company or Affiliate thereof that is not a member of the Senior Borrower Group and following delivery of a Loan Acceleration Notice, payments under the Shared Services Agreement and certain other contracts otherwise entered into in accordance with the CTA.

As regards the giving of consents and waivers and the making of modifications in relation to the Common Documents, the STID contains provisions which enable the security trustee under the Senior Borrower Group Indebtedness to give or permit the making thereof in certain circumstances (principally where it determines that the consent, waiver or modification will not be materially prejudicial to Senior Borrower Secured Creditors. Where the security trustee under the Senior Borrower is not willing or able to exercise its discretion, approval from relevant qualifying Senior Borrower Secured Creditors is required. Consents, waivers or modifications may, depending on their nature, constitute Ordinary Voting Matters or Extraordinary Voting Matters. In addition, they may constitute an Entrenched Right in respect of one or more Senior Borrower Secured Creditors, with the result that the consent of such Senior Borrower Secured Creditors will need to be obtained.

Voting is effected on a “one pound equals one vote” basis, except that, in the case of bank debt, the entirety of the relevant outstanding bank debt will vote in accordance with the instructions given by the relevant majority of the bank lenders in respect of such debt.

There are also provisions which enable instructions to be given to the security trustee under the Senior Borrower Group Indebtedness by the required percentage of Qualifying Senior Borrower Secured Creditors in relation to a number of matters including whether to enforce the security following a Loan Event of Default and whether to deliver a Loan Acceleration Notice.

With exceptions, the Senior Borrowers are generally free to pay debts as they fall due, whether they be in respect of Senior Debt or Junior Debt, or in respect of unsecured claims. There are, however, priorities of payments which regulate payments made after the delivery of a Loan Enforcement Notice and after the delivery of a Loan Acceleration Notice. In addition, the making of certain payments following a Loan Event of Default is regulated.

TERMS AND CONDITIONS OF THE NOTES IN DEFINITIVE FORM

Some of the definitions in the terms and conditions of the Notes refer to definitions in the Common Terms Agreement and the Master Definitions Agreement (each as defined below). The Common Terms Agreement and the Master Definitions Agreement are incorporated by reference in this Prospectus.

The following are the terms and conditions of the Notes which (subject to modification) will be endorsed on each Note in definitive form (if issued):

The £300 million 4.125 per cent. Senior Secured Notes due 2029 (the “Notes”, which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 19 (*Further Issues*) and forming a single series with the Notes) of Heathrow Finance plc (the “Issuer”) are constituted by a trust deed dated 19 November 2019 (“Trust Deed”) made between the Issuer, Heathrow (DSH) Limited (the “Parent”) and Deutsche Trustee Company Limited (the “Trustee”) as trustee for the holders of the Notes (the “Noteholders”) and the holders of the interest coupons appertaining to the Notes (the “Couponholders” and the “Coupons”, respectively). The issue of the Notes was authorised by resolutions of the Board of Directors of the Issuer passed on 12 November 2019. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed, the Agency Agreement dated 19 November 2019 (the “Agency Agreement”) made between the Issuer, Deutsche Bank AG, London Branch, as principal paying agent (the “Principal Paying Agent” and any other paying agents appointed from time to time pursuant to the terms of the Agency Agreement, the “Paying Agents”, which expression shall include the Principal Paying Agent) and the Trustee, the Intercreditor Agreement (as defined below), the Common Terms Agreement (as defined below) and the Master Definitions Agreement (as defined below) are available for inspection during normal business hours by the Noteholders and the Couponholders at the principal office of the Principal Paying Agent, being at the time of issue of the Notes at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, and at the specified office of each of the Paying Agents. The Noteholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed, the Agency Agreement and the Intercreditor Agreement applicable to them.

Terms used in these Conditions but not defined in the Condition in which they first appear shall have the meanings attributed to them in Condition 21 (*Definitions*), unless otherwise stated.

1. FORM, DENOMINATION AND TITLE

- (a) The Notes are in bearer form, serially numbered, in the denominations of £100,000 and integral multiples of £1,000 in excess thereof, up to and including £199,000, each with Coupons attached on issue. Notes of one denomination may not be exchanged for Notes of any other denomination.
- (b) Title to the Notes and to the Coupons will pass by delivery.
- (c) The Issuer, any Paying Agent and the Trustee may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Note and the bearer of any Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon or of any trust or interest therein) and shall not be required to obtain any proof thereof or as to the identity of such bearer.

2. STATUS

The Notes and the Coupons constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves.

3. SECURITY

- (a) *Security.* Under the Transaction Security Documents, the Transaction Security has been granted by the Parent and the Issuer to secure the payment when due of the Issuer’s payment obligations under the Notes and the Trust Deed. On the date of the Trust Deed, the Transaction Security consists of (a) on a first-priority basis, charges over all of the share capital of the Issuer held by the Parent and the Issuer’s holding of shares in the share capital of Heathrow (SP) Limited, and (b) on a first-priority basis, charges over substantially all the other tangible and intangible assets of the Parent and the Issuer.

The Transaction Security securing the Notes ranks and secures the Notes, any other Bond Liabilities, the Credit Facilities Liabilities and the Hedging Liabilities *pari passu* pursuant to the terms of the Intercreditor Agreement.

Subject to the terms of the Intercreditor Agreement and compliance with these Conditions, including compliance with Conditions 4.6 (*Negative Pledge*) and 4.9 (*Further Assurances*) and the provisions of the Trust Deed, the Issuer is permitted to extend the benefit of the Transaction Security to holders of certain future Financial Indebtedness that may be incurred, including any Additional Notes permitted under these Conditions and the Trust Deed.

The Intercreditor Agreement also provides, amongst other things, that any proceeds received from enforcement of the Transaction Security will be shared equally and rateably in satisfaction of the Credit Facilities Liabilities, the Hedging Liabilities and the Bond Liabilities.

Each Noteholder, by subscribing to, purchasing or otherwise acquiring a Note, shall be deemed (i) to have authorised the Trustee and the Security Agent to enter into the Transaction Security Documents and the Intercreditor Agreement and (ii) to be bound thereby.

Noteholders may not, individually or collectively, take any direct action to enforce any rights in their favour under the Transaction Security Documents. The Noteholders may only act through the Trustee or the Security Agent, as applicable. Subject to Conditions 12 (*Enforcement of Security*) and 13 (*Noteholder Action*) and the terms of the Intercreditor Agreement, the Security Agent will agree to any release of the security interests created by the Transaction Security Documents that is in accordance with these Conditions and the Trust Deed without requiring any consent of the Noteholders. The Trustee has the ability to direct the Security Agent to commence enforcement action under the Transaction Security Documents, subject to the terms of the Intercreditor Agreement. The enforcement of the Transaction Security provided for under the Transaction Security Documents is subject to the Intercreditor Agreement.

Subject to the terms of the Transaction Security Documents and the Intercreditor Agreement, the Issuer is entitled (without consent of the Trustee or the Noteholders) to exercise any and all voting rights and to receive and retain any and all cash dividends, share dividends, liquidating dividends, non-cash dividends, shares resulting from share splits or reclassifications, rights issue, warrants, options and other distributions (whether similar or dissimilar to the foregoing) in respect of the shares that are part of the Transaction Security.

The rights under the Transaction Security Documents with respect to the Notes and the Trust Deed must be exercised by the Security Agent in respect of all of the Notes outstanding and in accordance with the terms of the Intercreditor Agreement.

- (b) *Release of the Transaction Security.* All Security granted to the Security Agent on behalf of the Noteholders and the Trustee under the Transaction Security Documents will be automatically and unconditionally released if all obligations under these Conditions and the Trust Deed are discharged, in each case in accordance with the terms and conditions in the Trust Deed and the Intercreditor Agreement.

4. COVENANTS

4.1 Financial Covenants

- (a) The Issuer shall ensure that in respect of each Compliance Reporting Date:
- (i) As at the Relevant Testing Date, Group RAR shall not be greater than 92.5 per cent; and
 - (ii) Group ICR in respect of the Relevant Testing Period shall not be less than 1.0.
- (b) For the purposes of this Condition 4.1, Group RAR and Group ICR shall be as stated in the Compliance Certificate for the Relevant Testing Date and Relevant Testing Period.
- (c) No Event of Default shall occur as a result of a breach of paragraph (a) above if, within 30 days after delivery of a Compliance Certificate to the Trustee pursuant to paragraph (b) of Condition 4.11 (*Information and Reports; Certificates; Notification of Defaults and Events of Default*), the Issuer:
- (i) receives a Permitted Equity Cure Amount;
 - (ii) uses, or procures that any member of the Group uses, the Permitted Equity Cure Amount to repay, repurchase or defease Senior Debt, Junior Debt or Borrowings; and
 - (iii) delivers a revised Compliance Certificate to the Trustee indicating that, after taking into account the Permitted Equity Cure Amount used to remedy the breach, Group RAR is not greater than 92.5 per cent., and Group ICR is not less than 1.0.

- (d) For the purpose of remedying any breach of paragraph (a) above, the Permitted Equity Cure Amount shall be treated as though it had been received and applied in reduction of Senior Debt, Junior Debt or Borrowings on (i) the Relevant Testing Date for the purposes of calculating Group RAR and (ii) the first day of the Relevant Testing Period for the purpose of calculating Group ICR.
- (e) If, after delivering a revised Compliance Certificate to the Trustee pursuant to paragraph (c)(iii) above, the requirements of paragraph (a) above have been complied with, such requirements shall be deemed to have been satisfied as of the relevant date of determination and the applicable breach or default of paragraph (a) above which had occurred shall be deemed cured.

4.2 *Limitation on Financial Indebtedness*

- (a) ***Restrictions on the Issuer***
 - (i) The Issuer shall not incur or allow to remain outstanding any Financial Indebtedness except Permitted Financial Indebtedness.
 - (ii) The Issuer will not incur or allow to remain outstanding any Parent Liabilities:
 - (A) which are repayable prior to the Maturity Date; or
 - (B) which provide for the payment of interest prior to the Maturity Date other than on a capitalised basis.
- (b) ***Restrictions on the Parent.*** Under the Trust Deed, the Parent has agreed that it shall not incur or allow to remain outstanding any Financial Indebtedness except Permitted Financial Indebtedness.
- (c) ***Restrictions on Subsidiary Group Companies.*** The Issuer shall ensure that no Subsidiary Group Company will incur or allow to remain outstanding any loan facilities with financial institutions or any bonds pursuant to the terms of Senior Finance Documents that rank in point of payment and security subordinate to Junior Debt.

4.3 *Limitation on Dividends, Share Redemption and Restricted Payments*

- (a) ***Restrictions on the Issuer.*** Except on a date when the Controlled Payment Conditions are satisfied in respect of the applicable payment, the Issuer shall not:
 - (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
 - (ii) repay or distribute any dividend or share premium reserve;
 - (iii) pay any management, advisory or other fee to or to the order of any direct or indirect shareholders of the Issuer;
 - (iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so; or
 - (v) make any payment under or in respect of Parent Debt.
- (b) ***Restrictions on the Subsidiary Group Companies***
 - (i) Except as permitted by paragraph (b)(ii) below, the Issuer shall ensure that no Subsidiary Group Company makes any Restricted Payment.
 - (ii) Paragraph (b)(i) above does not apply to any Restricted Payment:
 - (A) made to the Issuer; or
 - (B) made on a date when the Controlled Payment Conditions are satisfied in respect of that Restricted Payment.

4.4 *Limitation on Transactions with Affiliates*

- (a) ***Restrictions on the Issuer***
 - (i) Except as permitted by paragraph (a)(ii) below, the Issuer shall not enter into any transaction with any Affiliate otherwise than on an arm's-length basis or on terms no less favourable to

the Issuer than would reasonably be expected to be obtained in a reasonable arm's-length transaction with a person who is not an Affiliate.

- (ii) Intra-Group loans permitted under Condition 4.5 (*Limitation on Loans, Credit or Guarantee*) shall not be a breach of paragraph (a)(i) above.
- (iii) With respect to any transaction or series of related transactions (other than transactions in the ordinary course of business or an intra-Group loan referred to in paragraph (a)(ii) above) involving aggregate payments or the transfer of assets or the provision of services, in each case having a value greater than £100 million (or its equivalent in any other currency or currencies), the Issuer will deliver to the Trustee a written opinion of an accounting, appraisal, investment banking or advisory firm of international standing stating that the transaction or series of related transactions is fair to the Issuer from a financial point of view.

(b) ***Restrictions on the Subsidiary Group Companies***

- (i) Except as permitted by paragraph (b)(iii) below, the Issuer shall ensure that no Subsidiary Group Company will enter into any transaction with an Affiliate to the extent prohibited by paragraph 25 (Arm's length terms) of Part 3 (General covenants) of Schedule 2 (Covenants) of the Common Terms Agreement.
- (ii) With respect to any transaction or series of related transactions (other than transactions in the ordinary course of business) involving aggregate payments or the transfer of assets or the provision of services, in each case having a value greater than £100 million (or its equivalent in any other currency or currencies), the Issuer will deliver to the Trustee a written opinion of an accounting, appraisal, investment banking or advisory firm of international standing stating that the transaction or series of related transactions is fair to such Subsidiary Group Company from a financial point of view.
- (iii) Intra-Group loans permitted under Condition 4.5 (*Limitation on Loans, Credit or Guarantee*) and any transaction or series of related transactions between Subsidiary Group Companies shall not be a breach of paragraph (b)(i) above and shall not be subject to the requirements specified in paragraph (b)(ii) above.

4.5 ***Limitation on Loans, Credit or Guarantee***

(a) ***Restrictions on the Issuer***

- (i) Except as permitted under paragraph (a)(ii) below, the Issuer shall not make or grant any loan or extend any other credit or give any guarantee or indemnity that constitutes Financial Indebtedness.
- (ii) Paragraph (a)(i) above does not apply to:
 - (A) any loan made by the Issuer to a Subsidiary Group Company; or
 - (B) any loan made to the Parent on a date when the Controlled Payment Conditions are satisfied in respect of that loan.

(b) ***Restrictions on Subsidiary Group Companies***

- (i) Except (A) as permitted under paragraph (b)(ii) below or (B) in compliance with paragraph (b)(iii) below, the Issuer shall ensure that no Subsidiary Group Company shall make or grant any loan or give any guarantee or indemnity that constitutes Financial Indebtedness.
- (ii) Paragraph (b)(i) above does not apply to:
 - (A) any transaction, other than a Restricted Payment Loan, that is permitted by paragraph 16 (Loans and Credit) of Part 3 (General covenants) of Schedule 2 (Covenants) of the Common Terms Agreement;
 - (B) any loan made to the Issuer; or
 - (C) any Restricted Payment Loan made to a third party other than the Issuer on a date when the Controlled Payment Conditions are satisfied in respect of that Restricted Payment Loan.

- (iii) The Issuer will not permit any Subsidiary Group Company, directly or indirectly, to guarantee, assume or in any other manner become liable for the payment of any Financial Indebtedness of the Issuer (other than the Notes), unless such Subsidiary Group Company simultaneously executes a deed supplemental to the Trust Deed providing for a guarantee of payment of the Notes by such Subsidiary Group Company on the same terms as the guarantee of such Financial Indebtedness.

4.6 *Negative Pledge*

- (a) Except as permitted under paragraph (b) below:
 - (i) the Issuer shall not, and the Parent has agreed under the Trust Deed that the Parent shall not, create or permit to subsist any Security over any of the assets of the Issuer or the Parent, respectively; and
 - (ii) the Issuer shall not, and the Parent has agreed under the Trust Deed that the Parent shall not:
 - (A) sell, transfer or otherwise dispose of any of the assets of the Issuer or the Parent, respectively, on terms whereby they are or may be leased to or re-acquired by the Issuer;
 - (B) sell, transfer or otherwise dispose of any of the receivables of the Issuer or the Parent, respectively, on recourse terms;
 - (C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (D) enter into any other preferential arrangement having a similar effect (paragraphs (A) through (D) (inclusive), “**Quasi Security**”), in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (b) Paragraphs (a)(i) and (a)(ii) above do not apply to any Security or (as the case may be) Quasi Security that:
 - (i) is Permitted Security; or
 - (ii) equally and rateably secures the Issuer’s obligations in respect of the Notes and all other amounts due under the Trust Deed to the satisfaction of the Trustee.

4.7 *Limitation on Sale of Certain Assets*

- (a) The Issuer shall not enter into a transaction or series of transactions (whether related or not) and whether voluntary or involuntary to dispose of any shares in, or indebtedness owed by, Heathrow (SP) Limited except in accordance with Condition 4.12 (*Merger, Consolidation and Sale of Substantially All Assets*).
- (b) The Issuer shall procure that Heathrow Airport Limited (which for this purpose includes any other Subsidiary Group Company that acquires any interest in Heathrow Airport) does not enter into a transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the whole or substantially the whole of Heathrow Airport, and the Issuer shall procure that no Holding Company of Heathrow Airport Limited which is the Issuer, the Parent or a Subsidiary Group Company enters into a transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any shares in Heathrow Airport Limited or in a Holding Company of Heathrow Airport Limited which is the Issuer, the Parent or a Subsidiary Group Company, except:
 - (i) to another Subsidiary Group Company; or
 - (ii) for cash payable on completion of the sale and where the proceeds of the disposal or sale after deducting:
 - (A) any expenses which are incurred by any Subsidiary Group Company with respect to that disposal to persons who are not members of the Group;
 - (B) any Tax incurred and required to be paid by the seller in connection with that disposal (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance); and

- (C) any payments required to be paid from the proceeds to any other party, whether by Heathrow Funding Limited or a Subsidiary Group Company in priority to amounts outstanding under the Notes,

are sufficient to repay in full all amounts outstanding under the Notes and any Permitted Borrower Debt ranking *pari passu* with the Notes and a Change of Control Offer in accordance with Condition 7.3 (*Purchase of Notes Upon a Change of Control*) is made for the Notes.

4.8 *Restricted Payment Conditions*

The Issuer will not (and the Issuer will ensure that no member of the Group will) enter into or permit to exist any agreement binding on the Parent or a member of the Group which:

- (a) restricts the ability of a Subsidiary of the Issuer in a manner that is more restrictive than the Restricted Payment Condition to pay dividends, make loans, move money or make any other distribution to any of its direct or indirect shareholders (including the Issuer); or
- (b) results in a default (however described) or mandatory prepayment obligation (whether upon the giving of notice by a creditor or otherwise) in respect of any Financial Indebtedness of the Issuer or the Parent if such a payment or distribution referred to in paragraph (a) above is made by a Subsidiary of the Issuer on a basis permitted by the Restricted Payment Condition.

4.9 *Further Assurances*

The Issuer shall, and the Parent has agreed under the Trust Deed that the Parent shall, take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Trustee by or pursuant to the Transaction Security Documents.

4.10 *Holding Companies*

- (a) **Restrictions on the Parent.** Under the Trust Deed, the Parent has agreed that it shall not trade or carry on any business other than any business which is in the ordinary course of business as a holding company.
- (b) **Restrictions on the Issuer.** The Issuer shall not trade, carry on any business, own any material assets or incur any material liabilities except for:
 - (i) ownership of shares in Heathrow (SP) Limited, intra-Group debit balances, intra-Group credit balances that are permitted under these Conditions and other credit balances in bank accounts and Cash and Cash Equivalent Investments but only if those shares, credit balances and Cash and Cash Equivalent Investments are subject to the Transaction Security; or
 - (ii) the Credit Facilities Liabilities, the Hedging Liabilities and any liabilities in respect of Financial Indebtedness permitted by these Conditions and professional fees and administration costs incurred in the ordinary course of business as a holding company.

4.11 *Information and Reports; Certificates; Notification of Defaults and Events of Default*

- (a) So long as any Notes are outstanding, the Issuer will furnish to the Trustee:
 - (i) within 180 days after the end of the Issuer's financial year, its audited consolidated financial statements for such financial year;
 - (ii) within 180 days after the end of the first financial half year of each financial year, its unaudited consolidated financial statements for such financial half year; and
 - (iii) as soon as it is available, but in any event no later than each Reporting Date, the Investor Report.
- (b) On or before each Compliance Reporting Date, the Issuer will deliver a certificate substantially in the form set out in Schedule 6 to the Trust Deed (a "**Compliance Certificate**") to the Trustee, signed by a director of the Issuer:
 - (i) certifying compliance with the financial covenants in paragraph (a) of Condition 4.1 (*Financial Covenants*) and providing calculations for the financial covenants as at the

Relevant Testing Date or for the Relevant Testing Period, as the case may be, in reasonable detail; and

- (ii) certifying as at the date of the certificate that no Event of Default is continuing.
- (c) At the same time as providing any of the documents set forth in paragraph (a) above of this Condition to the Trustee, the Issuer will also make the relevant documents available via the Regulatory News Service of the London Stock Exchange, subject to any distribution and offering restrictions and subject to compliance with applicable laws and regulations.
- (d) The Issuer shall notify the Trustee within 15 Business Days of it becoming aware of the occurrence of any Event of Default or Default stating what action, if any, the Issuer is taking with respect to that Event of Default or Default.

4.12 *Merger, Consolidation and Sale of Substantially All Assets*

The Issuer will not consolidate, merge or amalgamate with or into (whether or not the Issuer is the surviving corporation), or sell, assign or convey, transfer, lease, or otherwise dispose of, in one transaction or a series of transactions, all or substantially all of its assets (determined on a consolidated basis for it and its Subsidiaries) to another person unless such consolidation, merger, amalgamation or sale or disposal of all or substantially all assets qualifies as a Permitted Transaction or the provisions of Condition 7.3 (*Purchase of Notes Upon a Change of Control*) are complied with.

4.13 *Listing*

So long as any of the Notes remains outstanding, the Issuer shall use all reasonable endeavours to maintain a listing of the Notes.

5. THE INTERCREDITOR AGREEMENT

- (a) The Trustee has acceded to the Intercreditor Agreement with, amongst others, the agent under the Facility Agreements and the Security Agent. Under the terms of the Intercreditor Agreement, the Transaction Security securing the Notes will rank and secure any other Bond Liabilities, the Credit Facilities Liabilities and the Hedging Liabilities *pari passu*. The Intercreditor Agreement also provides, amongst other things, that any proceeds received from enforcement of the Transaction Security Documents will be shared equally and rateably between the Credit Facilities Liabilities, the Hedging Liabilities and the Bond Liabilities.
- (b) Each Noteholder, by subscribing to, purchasing or otherwise acquiring a Note, will be deemed to have:
 - (i) agreed to be bound by such provisions of the Intercreditor Agreement (whether entered into as of the date of the Trust Deed or thereafter); and
 - (ii) irrevocably appointed the Trustee to act on its behalf to enter into and comply with the provisions of the Intercreditor Agreement as set forth under Condition 16 (*Meetings of Noteholders, Modification, Waiver and Authorisation*).

6. INTEREST

- (a) The Notes bear interest from, and including, 1 March 2019 at the rate of 4.125 per cent. per annum, payable semi-annually in arrears on 1 March and 1 September in each year (each an “**Interest Payment Date**”). The first payment of interest, to be made on 1 March 2020, will be in respect of the period from and including 19 November 2019 and will amount to £11.69 per principal amount of £1,000 per Note. Each payment of interest thereafter, in respect of each Interest Period from and including 1 March 2020 to but excluding 1 September, will amount to £20.63 per principal amount of £1,000 per Note. The final payment of interest, to be made on 1 September 2029, will be in respect of the period from and including 1 March 2029 to but excluding 1 September 2029 and will amount to £20.63 per principal amount of £1,000 per Note. Each Note will cease to bear interest from, and including, its due date for redemption unless, upon due presentation, payment of the principal in respect of the Note is improperly withheld or refused or unless default is otherwise made in respect of payment in which event interest shall continue to accrue as provided in the Trust Deed.
- (b) Where interest is required to be calculated (or paid in respect of overdue principal and other overdue amounts) in respect of a period that is shorter than an Interest Period, the day count shall be computed on the basis of a 360-day year of 12 months.

- (c) In accordance with Condition 8(d), if any Interest Payment Date falls on a day which is not a Business Day, payments due on such Interest Payment Date shall be made on the next day which is a Business Day.

7. REDEMPTION AND PURCHASE

7.1 Final Redemption

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date.

7.2 Optional Redemption

- (a) **Optional Redemption.** At any time, upon not less than 10 nor more than 60 days notice, the Issuer may redeem all or some only of the Notes at a redemption price equal to 100 per cent. of the principal amount thereof plus if the redemption date occurs more than 3 months prior to the Maturity Date, the Applicable Redemption Premium and, in each case, accrued and unpaid interest, if any, to but excluding the redemption date.

In connection with any redemption of any Notes under this Condition 7.2(a), any such redemption may, at the Issuer's discretion, be subject to one or more conditions precedent including, but not limited to, a financing condition. If any such redemption is subject to satisfaction of one or more conditions precedent, the notice of redemption may state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed.

The Issuer will publish a notice of any optional redemption of the Notes under this Condition in accordance with the provisions of Condition 20 (*Notices*).

If fewer than all the Notes are to be redeemed at any time pursuant to this paragraph (a) the Issuer will select the Notes by a method that complies with the requirements of the principal securities exchange, if any, on which the Notes are listed at such time or, if the Notes are not listed on a securities exchange, by such method as the Trustee in its sole discretion shall deem fair and appropriate; provided, however, that no such partial redemption shall reduce the portion of the principal amount of a Note not redeemed to less than £100,000. The Trustee shall not be liable for any selections made in accordance with this paragraph.

- (b) **Redemption Upon Changes in Withholding Taxes.** The Notes may be redeemed at their principal amount, together with interest accrued to but excluding the date of redemption at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 20 (*Notices*) (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately prior to giving such notice that:
 - (i) it has or will on the occasion of the next payment due in respect of the Notes become obliged to pay Additional Amounts as provided or referred to in Condition 10 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Relevant Taxing Jurisdiction, or any change in the published application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of the Trust Deed; and
 - (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, *provided* that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this paragraph (b):

- (A) the Issuer shall deliver to the Trustee an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such Additional Amounts as a result of such change or amendment; and
- (B) the Issuer shall deliver to the Trustee an Officer's Certificate stating that the obligation referred to in paragraph (b)(i) above cannot be avoided by the Issuer taking reasonable measures available to it,

and the Trustee shall be entitled to accept such opinion as sufficient evidence of the satisfaction of the condition precedent set out in paragraph (b)(i) above, and such certificate as sufficient evidence of the satisfaction of the condition precedent set out in paragraph (b)(ii) above and such opinion and certificate (if accepted) shall be conclusive and binding on the Noteholders and the Couponholders.

7.3 *Purchase of Notes Upon a Change of Control*

- (a) If a Change of Control occurs at any time, then the Issuer must make an offer (a “**Change of Control Offer**”) to each Noteholder to purchase such holder’s Notes, at a purchase price (the “**Change of Control Purchase Price**”) in cash in an amount equal to 101 per cent. of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase described in paragraph (b) below (the “**Change of Control Purchase Date**”).
- (b) Within 30 days following any Change of Control, the Issuer will publish a notice of the Change of Control Offer in accordance with Condition 20 (*Notices*) (the date of publication of such notice being the “**Publication Date**”), specifying the nature of the Change of Control and the procedure for exercising the option contained in this Condition 7.3, including (i) the Change of Control Purchase Price and (ii) the Change of Control Purchase Date, which will be a Business Day no earlier than 30 days nor later than 60 days from the Publication Date, or such later date as is necessary to comply with requirements under any applicable securities laws or regulations.

To exercise the option to require purchase of a Note under this Condition, a Noteholder must deliver such Note, on any banking business day in the place of delivery prior to the Change of Control Purchase Date (the “**Put Period**”) at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a “**Put Notice**”) and in which the Noteholder may specify a bank account complying with the requirements of Condition 8 (*Payments*) to which payment is to be made under this Condition. Notes should be delivered together with all Coupons appertaining thereto maturing after the date (the “**Put Date**”), which is seven days after the expiration of the Put Period, failing which deduction in respect of such missing unmatured Coupons shall be made in accordance with Condition 8 (*Payments*) and any amount so deducted will be reimbursed in the manner specified in Condition 8 (*Payments*). The Paying Agent to which such Note and Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. If the Put Date is an Interest Payment Date, payment of the accrued interest in respect of any Note so delivered will be made in the manner provided in Condition 8 (*Payments*) against presentation and surrender of the relevant Coupon. If the Put Date is not an Interest Payment Date, payment of the accrued interest, and in all cases, payment of principal in respect of any Note so delivered will be made, if the Noteholder duly specified a bank account in the Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and in every other case on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent in accordance with Condition 8 (*Payments*). A Put Notice, once given, shall be irrevocable. For all relevant purposes of these Conditions, receipts issued pursuant to this Condition shall be treated as if they were Notes. The Issuer shall purchase (or procure the purchase of) the relevant Notes on the Put Date unless previously redeemed or purchased and cancelled.

- (c) The Issuer will not be required to make a Change of Control Offer if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in these Conditions applicable to a Change of Control Offer made by the Issuer and offers to purchase all Notes validly tendered and not withdrawn under such Change of Control Offer. The Change of Control provisions of this Condition will be applicable whether or not any other provisions of the Trust Deed are applicable.
- (d) To the extent the Issuer complies with applicable tender offer rules and any other applicable securities laws and regulations and such rules, laws and regulations conflict with the provisions of this Condition 7.3, the Issuer will not be deemed to have breached its obligations under this Condition and the Trust Deed by virtue of such conflict.

7.4 *Sinking Fund; Offers to Purchase; Open Market Purchases; Cancellation of Notes*

- (a) The Issuer is not required to make any mandatory redemption or sinking fund payments with respect to the Notes.
- (b) The Issuer and any of its Subsidiaries may at any time purchase Notes in the open market or otherwise at any price (*provided* that they are purchased together with all unmatured Coupons relating to them).

- (c) All Notes so redeemed or purchased and any unmatured Coupons attached to or surrendered with them may, but need not, be cancelled at the election of the Issuer. Any Notes or Coupons so cancelled will not be re-issued or resold.
- (d) Where Notes redeemed pursuant to this Condition 7 (*Redemption and Purchase*) are cancelled upon redemption, any unmatured Coupons appertaining to such Notes, whether or not attached thereto or surrendered therewith, shall also be cancelled and may not be resold or re-issued.

8. PAYMENTS

- (a) Payments of principal and premium (if any) and payments of interest due on each Interest Payment Date will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Notes or the appropriate Coupons (as the case may be) at the specified office of any Paying Agent by Sterling cheque drawn on, or by transfer to a Sterling account maintained by the payee with, a bank in London. Payments of interest due in respect of any Note other than on an Interest Payment Date shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Note.
- (b) All payments are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 10 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (c) Each Note should be presented for payment together with all unmatured Coupons relating to it, failing which the full amount of any such missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of such missing Coupon at any time before the expiry of ten years after the relevant payment date in respect of the relevant Note (whether or not the Coupon would otherwise have become void pursuant to Condition 9 (*Prescription*)) or, if later, five years after the date on which the Coupon would have become due, but not thereafter.
- (d) A Note or Coupon may only be presented for payment on a day which is a banking business day in the relevant place of presentation (and, in the case of payment by transfer to a Sterling account, in London). No further interest or other payment will be made as a consequence of the day on which the relevant Note or Coupon may be presented for payment under this paragraph (d) falling after the due date.
- (e) The initial Paying Agent and its initial specified offices are listed below. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents; *provided* that they will at all times maintain:
 - (i) a Principal Paying Agent; and
 - (ii) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or such other relevant authority.

The initial specified office of the initial Paying Agent is:

Winchester House, 1 Great Winchester Street, London EC2N 2DB.

Notice of any change in the Paying Agents or their specified offices will promptly be given to the Noteholders by the Issuer in accordance with Condition 20 (*Notices*).

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and, in certain limited circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, the Noteholders or the Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

9. PRESCRIPTION

- (a) Claims in respect of principal and premium will become void unless the relevant Notes are presented for payment within a period of ten years from the appropriate payment date.

- (b) Claims for interest in respect of Notes shall become void unless the relevant Coupons are presented for payment within five years of the relevant Interest Payment Date, subject to the provisions of paragraph (c) of Condition 8 (*Payments*).

10. TAXATION

All payments by or on behalf of the Issuer under or with respect to the Notes will be made free and clear of and without withholding or deduction for or on account of any present or future Tax imposed or levied on such payments by or within the United Kingdom or by or within any department, political subdivision or governmental authority of or in the United Kingdom having power to tax (each, a “**Relevant Taxing Jurisdiction**”), unless the Issuer is required to withhold or deduct Taxes by law. In that event, the Issuer will pay additional amounts (“**Additional Amounts**”) as may be necessary to ensure that the net amount received by each Noteholder and Couponholder after such withholding or deduction (including any withholding or deduction in respect of any Additional Amounts) will not be less than the amount the Noteholder or Couponholder, as the case may be, would have received if such Taxes had not been withheld or deducted.

The Issuer will not, however, pay Additional Amounts in respect of any Note or Coupon:

- (a) held by or on behalf of a holder who is liable to such Taxes, to the extent such Taxes are imposed or levied by a Relevant Taxing Jurisdiction by reason of the holder’s present or former connection with such Relevant Taxing Jurisdiction (other than the mere receipt, ownership, holding or disposition of Notes or Coupons, or by reason of the receipt of any payments in respect of any Note or Coupon, or the exercise or enforcement of rights under any Notes or Coupons);
- (b) held by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting any form or certificate, or by making a declaration of non-residence or other claim for exemption to the relevant tax authority; or
- (c) presented for payment more than 30 days after the relevant payment is first made available to the Noteholder or Couponholder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30-day period).

The Issuer will (i) make such withholding or deduction as is required by applicable law and (ii) remit the full amount deducted or withheld to the relevant authority in accordance with applicable law.

Any reference in these Conditions to any amounts in respect of the Notes shall be deemed also to refer to any Additional Amounts which may be payable under this Condition or under any undertakings given in addition to, or in substitution for, this Condition pursuant to the Trust Deed.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the United Kingdom, references in these Conditions, in respect of payments by the Issuer to the United Kingdom shall be construed as references to the United Kingdom and/or such other jurisdiction.

11. EVENTS OF DEFAULT

- (a) Each of the following will be an “**Event of Default**”:
 - (i) default for 30 days in the payment when due of any interest or any Additional Amounts on any Note;
 - (ii) default in the payment of the principal of or premium, if any, on any Note at its Maturity (upon acceleration, optional or mandatory redemption, if any, required repurchase or otherwise);
 - (iii) failure to comply with the provisions of Condition 4.12 (*Merger, Consolidation and Sale of Substantially All Assets*);
 - (iv) failure to make or consummate a Change of Control Offer in accordance with the provisions of Condition 7.3 (*Purchase of Notes Upon a Change of Control*);
 - (v) failure to comply with any covenant or agreement of the Issuer or the Parent that is contained in these Conditions or the Trust Deed (other than specified in paragraph (i), (ii), (iii) or (iv) above) and such failure continues for a period of 30 days or more after written notice thereof is given to the Issuer by the Trustee;
 - (vi) any Financial Indebtedness of any member of the Group:

- (A) is not paid when due nor within any originally applicable grace period other than a non-payment of interest in respect of Junior Debt; or
- (B) is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

No Event of Default will occur under paragraph (A) or (B) above in respect of Financial Indebtedness if the aggregate amount of all Financial Indebtedness falling within paragraphs (A) and (B) above is less than £50,000,000 (or its equivalent in any other currency or currencies);

- (vii) the Transaction Security ceases to be legal, valid, binding, enforceable or effective for any reason other than as permitted by these Conditions or is alleged by the Issuer or the Parent to be invalid or unenforceable;
- (viii) any execution proceedings in an aggregate amount in excess of £50,000,000 (or its equivalent in any other currency or currencies) are enforced in relation to any assets of the Issuer or any Subsidiary Group Company;
- (ix) a moratorium is declared in respect of any Financial Indebtedness in an amount in excess of £50,000,000 (or its equivalent in any other currency or currencies) of the Issuer or any Subsidiary Group Company; and
- (x) any corporate action, legal proceedings or other legal procedure or formal step is taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer or a Subsidiary Group Company other than a solvent liquidation or reorganisation of any Subsidiary Group Company;
 - (B) a composition, compromise, assignment or arrangement with any creditor of the Issuer or any Subsidiary Group Company; or
 - (C) the appointment of a liquidator (other than in respect of a solvent liquidation of a Subsidiary Group Company), receiver, administrative receiver, administrator, special administrator, compulsory manager or other similar officer in respect of the Issuer or a Subsidiary Group Company or any of their respective material assets,

or, in the opinion of the Trustee, any analogous procedure or step is taken in any jurisdiction; *provided, however*, that this paragraph (a)(x) shall not apply to: (X) any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 28 days of commencement or, if earlier, the date on which it is advertised; or (Y) an application for the appointment of a receiver, administrative receiver, administrator, compulsory manager or other similar officer that is discharged at least five days prior to the first hearing of that application.

- (b) If an Event of Default occurs and is continuing, and, in the case of the Events of Default described under paragraph (a)(v) (other than in respect of a failure to comply with the covenants set out in Condition 4.1 (*Financial Covenants*), Condition 4.2 (*Limitation on Financial Indebtedness*), Condition 4.3(a) (*Limitation on dividends, share redemption and restricted payments — Restrictions on the Issuer*), Condition 4.5(a) (*Limitation on Loans, Credit or Guarantee — Restrictions on the Issuer*), Condition 4.6(a) (*Negative Pledge*), Condition 4.7 (*Limitation on Sale of Certain Assets*), Condition 4.8 (*Restricted Payment Conditions*), Condition 4.10 (*Holding Companies*), Condition 4.11(d) (*Information and Reports; Certificates; Notification of Defaults and Events of Default*) and Condition 4.12 (*Merger, Consolidation and Sale of Substantially All Assets*)), (a)(vii) or (a)(x) above or any Event of Default of the Parent, the Trustee has certified in writing that, in its opinion, the happening of such event is materially prejudicial to the interests of the Noteholders, the Trustee:
 - (i) may in its absolute discretion; and
 - (ii) shall if it has been directed to do so:
 - (A) in writing by the holders of not less than 25 per cent. in aggregate of the principal amount of the Notes outstanding; or

(B) by an Extraordinary Resolution of the Noteholders,

subject, in each case, to being indemnified and/or pre-funded and/or secured to its satisfaction, give a notice (a “**Note Acceleration Notice**”) to the Issuer and the Security Agent declaring the principal of, premium, if any, and any Additional Amounts and accrued interest on all the outstanding Notes immediately due and payable. The ability of the Trustee and the Noteholders to declare, and of the Noteholders to direct the Trustee to declare, the Notes due and payable is subject to the terms of the Intercreditor Agreement.

12. ENFORCEMENT OF SECURITY

- (a) At any time after a Note Acceleration Notice has been given to the Issuer, the Trustee:
- (i) may in its absolute discretion; and
 - (ii) shall if it has been directed to do so:
 - (A) in writing by the holders of not less than 25 per cent. in aggregate of the principal amount of the Notes outstanding; or
 - (B) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with the Trust Deed, instruct the Security Agent to make a Request for voting in relation to enforcing the Transaction Security pursuant to the terms of the Intercreditor Agreement (each, a “**Request Instruction**”).

- (b) The Trustee shall, subject to being indemnified and/or pre-funded and/or secured to its satisfaction in accordance with the Trust Deed, promptly after receiving any Request in relation to enforcement of the Transaction Security, give a notice to Noteholders in accordance with Condition 20 (*Notices*) soliciting the direction from holders of the Notes then outstanding (each, a “**Noteholder Direction**”) to the Trustee as to whether to instruct the Security Agent to take enforcement action in relation to the Transaction Security pursuant to the Intercreditor Agreement (such instruction, an “**Enforcement Instruction**”). Upon the conclusion of the solicitation of Noteholder Directions, the Trustee shall inform the Issuer and the Security Agent promptly in writing of the aggregate principal amount of Notes represented by the holders of Notes voting in favour of the Enforcement Instruction, if any.
- (c) Any enforcement of the Transaction Security will be undertaken by the Security Agent, subject to, and in accordance with, the provisions of the Intercreditor Agreement.

13. NOTEHOLDER ACTION

- (a) Subject to Condition 12 (*Enforcement of Security*) above and paragraphs (b) and (c) below, no Noteholder or Couponholder shall be entitled to take any proceedings or other action directly against the Issuer or to enforce the Transaction Security, including:
- (i) directing the Trustee to give a Request Instruction or Enforcement Instruction;
 - (ii) taking or joining any person in taking steps against the Issuer or to enforce the Transaction Security for the purpose of obtaining payment of any amount due from the Issuer to it; and
 - (iii) initiating or joining any person in initiating any Insolvency Proceedings in relation to the Issuer or the appointment of an Insolvency Official in relation to the Issuer or in relation to the whole or any part of the undertakings or assets of the Issuer.
- (b) If the Trustee having become bound to give a Note Acceleration Notice to the Issuer fails to do so within 60 days or is unable to do so and that failure or inability is continuing, the holders of not less than 25 per cent. in aggregate of the principal amount of the Notes outstanding may, as applicable, sign and give a Note Acceleration Notice to the Issuer in accordance with Condition 11 (*Events of Default*).
- (c) If the Trustee having become bound to give a Request Instruction to the Security Agent fails to do so within 60 days or is unable to do so and that failure or inability is continuing, the holders of not less than 25 per cent. in aggregate of the principal amount of the Notes outstanding may, as applicable, give a Request Instruction in writing directly to the Security Agent.
- (d) If the Trustee having become bound to inform the Issuer and the Security Agent of the aggregate principal amount of Notes represented by the holders of Notes voting in favour of an Enforcement

Instruction fails to do so within 60 days or is unable to do so and that failure or inability is continuing, the Noteholders may provide their Noteholder Direction in writing in relation to the taking of enforcement action in relation to the Transaction Security pursuant to the Intercreditor Agreement directly to the Security Agent.

14. SUBSTITUTION

The Trustee may, without the consent of the Noteholders or Couponholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Coupons and the Trust Deed, of any Subsidiary of the Issuer, any successor in business of the Issuer or any Holding Company of the Issuer, as more fully set forth in the Trust Deed, subject to (i) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution, and (ii) certain other conditions set out in the Trust Deed being complied with. As more fully set forth in the Trust Deed (and subject to the conditions and qualifications therein), the Trustee may, without the consent of the Noteholders, also agree with the Issuer as to the substitution of another corporation in place of the Issuer as principal debtor under the Notes, the Coupons and the Trust Deed.

15. REPLACEMENT OF NOTES AND COUPONS

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent in London, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (*provided* that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

16. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND AUTHORISATION

- (a) The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed, the Notes, the Coupons, the Agency Agreement, the Intercreditor Agreement or the Transaction Security Documents. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer at the request of Noteholders holding not less than ten per cent. in principal amount of the Notes for the time being remaining outstanding. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons present whatever the principal amount of the Notes held or represented by him or them, except that at any meeting, the business of which includes the modification of certain of these Conditions and certain of the provisions of the Trust Deed, the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the principal amount of the Notes for the time being outstanding. The matters (the “**Basic Terms Modifications**”) that require such a quorum are:
- (i) changing any date fixed for payment of principal, premium (if any) or interest in respect of the Notes, reducing or cancelling the amount of principal, premium (if any) or interest payable on any date in respect of the Notes, altering the method of calculating the amount of any payment in respect of the Notes on redemption, maturity or following the occurrence of a Change of Control or altering the method of calculating the date for any such payment;
 - (ii) alteration of the currency in which payments under the Notes and Coupons are to be made;
 - (iii) impairing the right to institute suit for the enforcement of any payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);
 - (iv) except as provided under Condition 4.6 (*Negative Pledge*), Condition 5 (*The Intercreditor Agreement*) or paragraph (c) of this Condition, make any change to any Intercreditor Agreement (or any amended Intercreditor Agreement or replacement thereof) or any provisions of the Trust Deed affecting the ranking of the Notes and the ranking of the payment obligations under the Notes, in each case in a manner that adversely affects the rights of the Noteholders or directly or indirectly releases the Transaction Security under the Transaction Security Documents, except as permitted by these Conditions, the Trust Deed, any Intercreditor Agreement and the Transaction Security Documents;
 - (v) alteration of the quorum or majority required to pass an Extraordinary Resolution; and

- (vi) alteration of (A) the definition of “Basic Terms Modifications” or (B) the quorum requirements for any meeting convened to vote on any Basic Terms Modifications.

An Extraordinary Resolution passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three quarters of the votes cast on such a resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-quarters in principal amount of the Notes for the time being outstanding or (iii) consents given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holder(s) of not less than three quarters in principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) The Trustee may (in the case of paragraphs (i)(A), (i)(B) and (ii)) and shall (in the case of paragraph (i)(C)) agree, without the consent of the Noteholders or Couponholders:

- (i)
 - (A) to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed, the Notes, the Coupons, the Agency Agreement, the Intercreditor Agreement or the Transaction Security Documents (save to the extent such modification, waiver or authorisation relates to any Basic Terms Modification) which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders; or
 - (B) to any modification which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven; or
 - (C) to any modification which is requested by the Issuer in order to allow the Issuer to comply with any requirements which apply to it under EMIR subject to the Trustee receiving a certificate from the Issuer certifying to the Trustee that the amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR, unless the Trustee is of the opinion that such modification would have the effect of exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or the effect of increasing the obligations or duties or decreasing the protections of the Trustee in any of these Conditions or any of the provisions of the Trust Deed, the Notes, the Coupons, the Agency Agreement, the Intercreditor Agreement or the Transaction Security Documents; or
- (ii) to determine that any Event of Default or Default shall not be treated as such, subject to instructions to the contrary from the Noteholders in the form of an Extraordinary Resolution (as further provided in the Trust Deed).

- (c) The Trust Deed also provides that at the request and expense of the Issuer and without the consent of the Noteholders:

- (i) at the time of, or prior to, the incurrence of any Financial Indebtedness that is permitted to share the Transaction Security, the Issuer, the Trustee and the Security Agent shall enter into an additional intercreditor agreement on terms substantially similar to the Intercreditor Agreement or an amendment to the Intercreditor Agreement to (1) cure any ambiguity, omission, defect or inconsistency of the Intercreditor Agreement, (2) increase the amount or types of Financial Indebtedness covered by any such agreement that may be incurred by the Issuer that is subject to any such agreement (*provided* that such Financial Indebtedness is incurred in compliance with these Conditions and the terms of the Trust Deed), (3) further secure the Notes (including Additional Notes), (4) make provision for equal and rateable pledges of the Transaction Security to secure Additional Notes or to implement any Security permitted under these Conditions or the Intercreditor Agreement or (5) make any other change to any such agreement that is not in the opinion of the Trustee materially prejudicial to the interests of the Noteholders; *provided* that any amendment to the Intercreditor Agreement will not impose or extend any personal obligations on the Trustee or the Security Agent or adversely affect the rights, duties, liabilities, protections or immunities of the Trustee and/or the Security Agent under these Conditions, the Trust Deed, the Intercreditor Agreement or any Security Document; and

- (ii) the Trustee and the Security Agent may from time to time enter into one or more amendments to the Transaction Security Documents to: (1) cure any ambiguity, omission, defect or inconsistency therein or reflect changes of a minor, technical or administrative nature, (2) provide for any Security permitted under these Conditions, (3) add to the Transaction Security or (4) make any other change thereto that is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders.
- (d) Subject to the Intercreditor Agreement, in connection with the exercise by it of any of its trusts, powers or discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 10 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 10 (*Taxation*) pursuant to the Trust Deed.
- (e) Any modification, waiver, authorisation, determination or substitution shall be binding on the Noteholders and the Couponholders, and any modification, unless the Trustee agrees otherwise, or substitution shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 20 (*Notices*).

17. THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction.

Subject to the terms of the Intercreditor Agreement, the Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer or the Parent as it may think fit to enforce the provisions of these Conditions, the Trust Deed, the Notes, the Coupons, the Intercreditor Agreement or any Transaction Security Documents (as applicable), but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes, the Coupons, the Intercreditor Agreement or any Transaction Security Documents unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding and shall not have received any contrary direction by an Extraordinary Resolution of the Noteholders or in writing by the holders of at least 50 per cent. in principal amount of the Notes then outstanding, and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

The Trustee may rely on any certificate or report of the Issuer's auditors or any other person called for by or provided to the Trustee (whether or not addressed to the Trustee) in accordance with or for the purposes of the Trust Deed, the Intercreditor Agreement or any Transaction Security Documents notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Trustee in connection therewith contains a monetary or other limit on the liability of the auditors of the Issuer or such other person in respect thereof.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Parent and/or the Parent's other Subsidiaries (including the Issuer) and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Parent and/or any of the Parent's other Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trustee shall not be required to review or check any accounts or other information provided to it by the Issuer pursuant to the Trust Deed and shall have no liability to any person as a result of any failure to do so.

18. NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS

No director, officer, employee, incorporator, member or shareholder of the Issuer will have any liability for any obligations of the Issuer under the Notes, the Coupons or the Trust Deed or for any claim based on, in

respect of, or by reason of such obligations or their creation. Each Noteholder by accepting a Note and each Couponholder by accepting a coupon waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver and release may not be effective to waive liabilities under the US federal securities laws.

19. FURTHER ISSUES

The Issuer is at liberty from time to time without the consent of the Noteholders (but subject to compliance with the provisions of Condition 4.1 (*Financial Covenants*) to create and issue further bonds or notes ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the outstanding bonds or notes of any series (including the Notes) constituted by the Trust Deed or any deed supplemental thereto (the “**Additional Notes**”). Any Additional Notes shall be constituted by a deed supplemental to the Trust Deed.

20. NOTICES

Notices to Noteholders will be valid if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*). The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of the London Stock Exchange and any other listing authority, stock exchange and/or quotation system on which the Notes are for the time being listed. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition.

21. DEFINITIONS

“**2024 Notes**” means £300 million notes due 2024.

“**2025 Notes**” means £250 million notes due 2025.

“**2027 Notes**” means £275 million notes due 2027.

“**2030 PP**” means £75 million privately placed notes due 2030.

“**Acceptable Bank**” means:

- (a) a bank or financial institution which has a rating for its short-term unsecured and non credit-enhanced debt obligations of A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody’s or a comparable rating from an internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Trustee.

“**Accounting Principles**” means generally accepted accounting principles in the United Kingdom, including International Financial Reporting Standards (IFRS).

“**Additional Notes**” has the meaning given to that term in Condition 19 (*Further Issues*).

“**Affiliate**” means:

- (a) for the purposes of Condition 4.4 (*Limitation on Transactions with Affiliates*) and the definition of “Permitted Holders”: in relation to a person, a person who is his associate and the question of whether a person is an associate of another will be determined in accordance with section 435 of the Insolvency Act 1986; and
- (b) for the purposes of the definition of “Permitted Financial Indebtedness”: in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**Applicable Redemption Premium**” means, with respect to a Note on any redemption date prior to 1 June 2029, the greater of:

- (a) one per cent. of the principal amount of such Note on such redemption date; and
- (b) the excess of:
 - (i) the present value at such redemption date of the redemption price of such Note at 1 June 2029, plus all required interest payments that would otherwise be due to be paid on such Note during the period between the redemption date and 1 June 2029, excluding accrued but

unpaid interest, computed using a discount rate equal to the Gilt Rate at such redemption date plus 50 basis points, over

- (ii) the principal amount of such Note on such redemption date.

“Bond Liabilities” has the meaning given to the term “Pari Passu Bond Liabilities” in the Intercreditor Agreement.

“Borrowings” means, at any time, without double counting, the outstanding principal or capital amount of any indebtedness of the Issuer for or in respect of:

- (a) moneys borrowed;
- (b) acceptance credits;
- (c) moneys raised under or pursuant to bonds, notes, debentures, loan stock or any similar instrument;
- (d) any finance or capital lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease but only to the extent of such treatment;
- (e) receivables sold or discounted;
- (f) (without double counting) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of a payment obligation;
- (g) any sale and leaseback arrangement entered into primarily as a method of raising finance;
- (h) any amount raised under any other transaction which would be treated as a borrowing in accordance with the Accounting Principles; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraph (a) to (h) above.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

“CAA” or **“Civil Aviation Authority”** means the UK Civil Aviation Authority.

“Cash” means, at any time, cash denominated in Sterling, U.S. dollars or euro in hand or at bank and (in the latter case) credited to an account in the name of the Issuer with an Acceptable Bank and to which the Issuer is beneficially entitled and for so long as:

- (a) that cash is repayable within 180 days after the relevant date of calculation;
- (b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;
- (c) there is no Security over that cash except for Transaction Security or any Permitted Security constituted by a netting or set-off arrangement entered into by the Issuer in the ordinary course of its banking arrangements; and
- (d) the cash is freely and immediately available to be applied in repayment or prepayment of the Issuer Facilities.

“Cash Equivalent Investments” means at any time any of the following which are denominated in Sterling, U.S. dollars or euro:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations:
 - (i) issued or guaranteed by the government of:
 - (A) the United States of America;
 - (B) the United Kingdom;

- (C) any member state of the European Economic Area or any Participating Member State which has a credit rating of either A- or higher by S&P, A- or higher by Fitch or A3 or higher by Moody's; or
 - (D) by an instrumentality or agency of any party set out in (A) to (C) having an equivalent credit rating; and
- (ii) maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (c) commercial paper not convertible or exchangeable to any other security:
 - (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State;
 - (iii) which matures within one year after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;
 - (d) bills of exchange issued in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent);
 - (e) any investment accessible within 30 days in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, and (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above; or
 - (f) any other debt security approved by the Trustee,

in each case, to which the Issuer is beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).

“**Cashflow From Operations**” has the meaning given to that term in the Master Definitions Agreement.

“**Change of Control**” means the occurrence of any of the following events:

- (a) prior to the consummation of an initial Public Equity Offering, the consummation of any transaction (including a merger or consolidation) the result of which is that any person or any persons acting in concert, other than one or more Permitted Holders, are or as a result of such transaction become interested in more than 50 per cent. of the total voting power of the Voting Shares of the Issuer;
- (b) on and after the consummation of an initial Public Equity Offering, any person or any persons acting in concert, other than one or more Permitted Holders, are or as a result of such transaction become interested in more than 35 per cent. of the total voting power of the Voting Shares of the Issuer and the Permitted Holders, individually or in the aggregate, are not interested in a larger percentage of the total voting power of such Voting Shares than such other person or persons acting in concert;
- (c) the sale, transfer, conveyance or other disposition of all or substantially all the assets (other than Shares, debt or other securities of any Subsidiary that is not a Subsidiary Group Company) of the Issuer and the Subsidiary Group, on a consolidated basis, (i) if following such sale, transfer, conveyance or other disposition, the transferee entity is not listed on a stock exchange or automated quotation system and any persons or persons acting in concert, other than one or more Permitted Holders, are or as a result of such sale, transfer, conveyance or other disposition become interested in a larger percentage of the total voting power of the Voting Shares of the transferee entity than the Permitted Holders, individually or in the aggregate or (ii) if the transferee entity is and is expected to continue to be listed on a stock exchange or automated quotation system following such sale, transfer, conveyance or other disposition (A) any person or any persons acting in concert, other than one or more Permitted Holders, are or as a result of such transaction become interested in more than 35 per cent. of the total voting power of the Voting Shares of the transferee entity and (B) the Permitted Holders, individually or in the aggregate, are not interested in a larger percentage of the total voting power of such Voting Shares than such other person or persons acting in concert;

- (d) the Parent or the Issuer is liquidated or dissolved or adopts a plan of liquidation or dissolution other than in a Permitted Transaction;
- (e) the Parent or any Surviving Entity ceases to beneficially own, directly, 100 per cent. of the Voting Shares of the Issuer, other than director's qualifying shares and other shares required to be issued by law; or
- (f) (i) the Issuer ceases to beneficially own, directly or indirectly, 100 per cent. of the Voting Shares of Heathrow Airport Limited or any Holding Company of Heathrow Airport Limited that is a direct or indirect Subsidiary of the Issuer, other than director's qualifying shares and other shares required to be issued by law, or (ii) the sale, transfer, conveyance or other disposition of all or substantially all the assets of Heathrow Airport Limited, other than in the case of (i) and (ii), to another Subsidiary Group Company or in a Permitted Transaction.

For the purposes of this definition, (i) **"persons acting in concert"** has the meaning given to this term in the City Code on Takeovers and Mergers; (ii) **"interested"** has the meaning given to this term in Part 22 of the Companies Act; and (iii) a person or persons acting in concert will be deemed to be interested in all Voting Shares of an entity held by a parent entity, if such person or persons acting in concert are or become interested, prior to the consummation of an initial Public Equity Offering, in more than 50 per cent. of the total voting power of the Voting Shares of such parent entity or on and after the consummation of an initial Public Equity Offering in more than 35 per cent. of the total voting power of the Voting Shares of such parent entity.

"Common Terms Agreement" means the common terms agreement between, among others, the Subsidiary Group Companies and Heathrow Funding Limited dated 18 August 2008, as amended on 28 February 2019.

"Compliance Certificate" has the meaning given to that term in paragraph (b) of Condition 4.11 (*Information and Reports; Certificates; Notification of Defaults and Events of Default*).

"Compliance Reporting Date" means 30 June.

"Companies Act" means the Companies Act 2006 (as amended, restated or re-enacted from time to time).

"Controlled Payment" means any payment, loan or other transaction restricted by the provisions of Conditions 4.3 (*Limitation on Dividends, Share Redemption and Restricted Payment*) or 4.5 (*Limitation on Loans, Credit or Guarantee*).

"Controlled Payment Certificate" means a certificate in the form set out in Schedule 5 to the Trust Deed.

"Controlled Payment Conditions" mean the following:

- (a) no Default is continuing or would result from such Controlled Payment;
- (b) at the time such Controlled Payment is made:
 - (i)
 - (A) Pro Forma Junior RAR is not greater than 82 per cent.; and
 - (B) Pro Forma Group RAR is not greater than 92.5 per cent.;

in each case, after giving pro forma effect to the Controlled Payment;

- (ii) the Regulator has not issued a notice to terminate any licence required for carrying on the business of any member of the Group or of any proposed or actual modification to any such licence which, if implemented, would reasonably be expected to have a Material Adverse Effect unless the licence is replaced or reinstated or the relevant authority or Regulator has directed that the Group's business can continue without such licence or such licence is no longer required; and
- (iii) the Issuer has delivered a Controlled Payment Certificate to the Trustee.

"Credit Facilities Liabilities" has the meaning given to that term in the Intercreditor Agreement.

"Default" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"Enforcement Instruction" has the meaning given to that term in paragraph (b) of Condition 12 (*Enforcement of Security*).

"Event of Default" has the meaning given to that term in paragraph (a) of Condition 11 (*Events of Default*).

“**Existing Operating Lease**” means any contract entered into by the Issuer or any Subsidiary Group Company on or prior to 31 December 2018 which is treated as an operating lease under the Accounting Principles as in effect on 31 December 2018 except to the extent that any such contract is renewed, extended or modified on or after 1 January 2019 such that there is a change in the scope of such lease, or the consideration for such lease that, in each case, was not part of the original terms and conditions of such lease.

“**Extraordinary Resolution**” means a resolution of a meeting of Noteholders satisfying the relevant requirements set forth in Condition 16 (*Meetings of Noteholders, Modification, Waiver and Authorisation*).

“**Facility Agreements**” means the term facility agreements dated 15 December 2014, 10 February 2016, 5 October 2016, 6 July 2017, 22 November 2018, 23 November 2018, 1 February 2019, 8 May 2019 and 16 August 2019 each between, among others, the Issuer, the Parent and The Royal Bank of Scotland plc or Lloyds Bank plc as Agent (as amended, waived, restated, novated, replaced and/or supplemented from time to time).

“**Financial Indebtedness**” means, without double counting, any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds (other than performance and similar bonds), notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles have been treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) for the purposes of paragraph (a)(vi) of Condition 11 (*Events of Default*) only (and not for any other purpose), any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond (other than performance or similar bonds), standby or documentary letter of credit or any other instrument issued by a bank or financial institution where the underlying liability otherwise constitutes Financial Indebtedness;
- (h) any amount raised by the issue of redeemable shares which are capable of being redeemed on or before the Maturity Date other than those held by a member of the Group;
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) the primary reason behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 180 days after the date of supply;
- (j) any arrangement entered into primarily as a method of raising finance pursuant to which an asset sold or otherwise disposed of by that person is contemplated or intended to be re-acquired by a member of the Group (whether following the exercise of an option or otherwise);
- (k) any amount raised under any other transaction (including any forward sale or purchase agreement) to the extent treated as a borrowing under the Accounting Principles but excluding, for the avoidance of doubt (except for the purposes of paragraph (a)(vi) of Condition 11 (*Events of Default*)), any amount in respect of any pension deficit of any member of the Group);
- (l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above, and
- (m) **provided that** for the purposes of the definitions of Senior Net Indebtedness and Junior Indebtedness, Financial Indebtedness shall not include any indebtedness for or in respect of any Existing Operating Leases.

“**Fitch**” means Fitch Ratings Limited and any successor to the rating agency business of Fitch Ratings Limited.

“**Gilt Rate**” means the yield to maturity at the time of computation of direct obligations of the United Kingdom with a constant maturity (as compiled by the Office for National Statistics and published in the most recent financial statistics that have become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to 1 June 2029; *provided, however*, that if the period from

the redemption date to 1 June 2029 is not equal to the constant maturity of a direct obligation of the United Kingdom for which a weekly average yield is given, the Gilt Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of direct obligations of the United Kingdom for which such yields are given, except that if the period from such redemption date to 1 June 2029 is less than one year, the weekly average yield on actually traded direct obligations of the United Kingdom adjusted to a constant maturity of one year shall be used.

“**Group**” means the Issuer and the Subsidiary Group Companies.

“**Group ICR**” means for any Relevant Testing Period, the ratio (expressed as a ratio of 1) of:

- (a) the sum of Cashflow from operations of the Subsidiary Group Companies (after adding back any cashflows of a one-off, non-recurring, extraordinary or exceptional nature in respect of the Subsidiary Group Companies), less corporation tax paid to HM Revenue and Customs, less two per cent. multiplied by the Total RAB; to
- (b) interest and equivalent recurring finance charges paid on:
 - (i) Senior Debt and Junior Debt and any Permitted Financial Indebtedness (as defined in the Master Definitions Agreement) that is not pursuant to the STID subordinated to such Senior Debt and Junior Debt; and
 - (ii) Borrowings (other than any Parent Liabilities),less all interest received by any member of the Security Group, Heathrow Funding Limited and the Issuer from any third party other than pursuant to a Permitted Inter-Company Loan.

“**Group Net Indebtedness**” means, as at any date, the sum of Senior Net Indebtedness, Junior Indebtedness and Issuer Net Indebtedness.

“**Group RAR**” means Group Net Indebtedness expressed as a percentage of Total RAB.

“**Hedge Counterparty**” means any person that has become a party to the Intercreditor Agreement as a hedge counterparty in accordance with the provisions of the Intercreditor Agreement.

“**Hedging Agreement**” means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Issuer and a Hedge Counterparty in accordance with the Intercreditor Agreement for the purpose of hedging interest rate risk in respect of Notes or interest rate or currency risk in respect of any Permitted Borrower Debt.

“**Hedging Liabilities**” has the meaning given to that term in the Intercreditor Agreement.

“**Holding Company**” means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

“**IAS 17**” means international accounting standard 17 (Leases) as in effect on the Closing Date.

“**Insolvency Official**” means, in respect of any company, a liquidator, provisional liquidator, administrator (whether appointed by the court or otherwise), administrative receiver, receiver or manager, nominee, supervisor, trustee in bankruptcy, conservator, guardian or other similar official in respect of such company or in respect of the whole or any part of the company’s assets or in respect of any arrangement or composition with creditors.

“**Insolvency Proceedings**” means the winding-up, dissolution, company voluntary arrangement or administration of a company or corporation and shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or of any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief from creditors or the appointment of an Insolvency Official.

“**Intercreditor Agreement**” means the Intercreditor Agreement dated 26 October 2010 (as amended, waived, restated, novated, replaced and/or supplemented from time to time) between, amongst others, the Parent, the Issuer, the Trustee, the Security Agent and the other parties to the Facility Agreements; and the Hedge Counterparties.

“**Interest Period**” means the period beginning on and including the date of the Trust Deed and ending on but excluding the first Interest Payment Date, and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date.

“**Investor Report**” has the meaning given to that term in the Master Definitions Agreement; *provided, however*, that the Investor Report furnished to the Trustee pursuant to paragraph (a)(iii) of Condition 4.11 (*Information and Reports; Certificates; Notification of Defaults and Events of Default*) shall also include a supplement setting out the amendments to, and recalculations of, the financial covenants set out in the Investor Report to incorporate the Borrowings of the Issuer.

“**Issuer Net Indebtedness**” means, at any time, the aggregate amount of all indebtedness of the Issuer for or in respect of Borrowings (other than any Parent Liabilities) but deducting the aggregate amount of Cash and Cash Equivalent Investments held by the Issuer.

“**Junior Debt**” has the meaning given to that term in the Master Definitions Agreement.

“**Junior Indebtedness**” has the meaning given to that term in the Master Definitions Agreement.

“**Junior RAR**” has the meaning given to that term in the Master Definitions Agreement.

“**London Stock Exchange**” means London Stock Exchange plc.

“**Master Definitions Agreement**” means the master definitions agreement entered into in connection with the Common Terms Agreement and dated 18 August 2008, as amended on 13 January 2012 and as amended on 28 February 2019.

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the business, assets or financial condition of the Group taken as a whole; or
- (b) the ability of the Issuer (taking into account the resources available to the Issuer from other members of the Group) to perform its payment obligations under the Notes.

“**Maturity**” means, with respect to any indebtedness, the date on which any principal of such indebtedness becomes due and payable as therein or herein provided, whether at the stated maturity with respect to such principal or by declaration of acceleration, call for redemption or purchase or otherwise.

“**Maturity Date**” means 1 September 2029.

“**Moody’s**” means Moody’s Investors Service Limited and any successor to the ratings business of Moody’s Investors Service Limited.

“**Note Acceleration Notice**” has the meaning given to that term in paragraph (b) of Condition 11 (*Events of Default*).

“**Noteholder Direction**” has the meaning given to that term in paragraph (b) of Condition 12 (*Enforcement of Security*).

“**Officer’s Certificate**” means a certificate signed by one director of the Issuer or a Surviving Entity, as the case may be, addressed and delivered to the Trustee.

“**Parent**” means Heathrow (DSH) Limited.

“**Participating Member State**” means any member state of the European Community that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“**Parent Debt**” means Financial Indebtedness owed by the Issuer to the Parent and which constitutes Parent Liabilities.

“**Parent Liabilities**” has the meaning given to that term in the Intercreditor Agreement.

“**Permitted Borrower Debt**” means any Financial Indebtedness incurred by the Issuer where:

- (a) the Issuer is the only borrower of that Financial Indebtedness;
- (b) that Financial Indebtedness is not guaranteed by the Parent or any Subsidiary of the Issuer;
- (c) the only Security for that Financial Indebtedness is Transaction Security;
- (d) when that Financial Indebtedness is incurred, Pro Forma Group RAR is not greater than 92.5 per cent. thereafter after giving *pro forma* effect to (i) the incurrence of the Financial Indebtedness and (ii) the application of the proceeds thereof;

- (e) when that Financial Indebtedness is incurred, Pro Forma Group ICR is not less than 1.0 after giving *pro forma* effect to (i) the incurrence of the Financial Indebtedness and (ii) the application of the proceeds thereof;
- (f) no Event of Default is continuing when that Financial Indebtedness is incurred; and
- (g) that Financial Indebtedness:
 - (i) is permitted by the Intercreditor Agreement to be designated as Primary Creditor Liabilities; and
 - (ii) (A) is designated Primary Creditor Liabilities before any such Financial Indebtedness is incurred by the Issuer and (B) the creditors or, if applicable, their representatives in respect of that Financial Indebtedness have acceded to the Intercreditor Agreement in accordance with its terms.

“Permitted Equity Cure Amount” means an amount:

- (a) subscribed for in cash by the Parent for ordinary shares in the Issuer; or
- (b) lent by the Parent to the Issuer in cash by way of Parent Liabilities.

“Permitted Financial Indebtedness” means Financial Indebtedness:

- (a) arising under the Facility Agreements;
- (b) arising under the 2024 Notes;
- (c) arising under the 2025 Notes;
- (d) arising under the 2027 Notes;
- (e) arising under the 2030 PP;
- (f) arising in respect of any Permitted Borrower Debt;
- (g) which are Hedging Liabilities or Parent Liabilities; or
- (h) which is owed by the Parent to:
 - (i) any of its Affiliates (other than members of the Group); or
 - (ii) the Issuer in accordance with paragraph (a)(ii)(B) of Condition 4.5 (*Limitation on Loans, Credit or Guarantee*).

“Permitted Holders” means (a) Ferrovia S.A., Qatar Holding LLC, Caisse de dépôt et placement du Québec, The Government of Singapore Investment Corporation, Alinda Capital Partners, China Investment Corporation and Universities Superannuation Scheme and any of their respective Affiliates, and (b) any person who is acting as an underwriter in connection with any public or private offering of Shares of the Issuer, acting in such capacity.

“Permitted Inter-Company Loan” has the meaning given to that term in the Master Definitions Agreement.

“Permitted Security” means:

- (a) any liens arising by operation of law and in the ordinary course of the Issuer’s or the Parent’s business as a holding company and not as a result of any default or omission by the Issuer or the Parent;
- (b) any payment or close-out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by the Issuer or the Parent that constitutes Permitted Financial Indebtedness, excluding any Security or Quasi Security under a credit support arrangement;
- (c) Security arising under the Transaction Security Documents; and
- (d) Security incurred in the ordinary course of business of the Issuer with respect to obligations that do not exceed £5 million (or the equivalent thereof in any other currency or currencies) at any one time outstanding.

“Permitted Transaction” means the consolidation, merger or amalgamation with or into (whether or not the Issuer is the surviving corporation), or sale, assignment or conveyance, transfer, lease, or other disposal of, in

one transaction or a series of transactions, all or substantially all of the Issuer's assets (determined on a consolidated basis for it and its Subsidiaries) to, another person, when:

- (a) the resulting, surviving or transferee person, if other than the Issuer (the “**Surviving Entity**”), (A) is a person organised and existing under the laws of England and Wales, any member state of the European Union, the European Economic Area, the United States of America, any state thereof, the District of Columbia or Canada and (B) expressly assumes, pursuant to a deed supplemental to the Trust Deed, executed and delivered to the Trustee, in a form satisfactory to the Trustee, the Issuer's obligations under the Notes and the Trust Deed and assumes the Issuer's obligations under the Transaction Security Documents and the Notes, with the Trust Deed and the Security Documents (including the Transaction Security) remaining in full force and effect as so supplemented;
- (b) immediately after giving effect to such transaction or series of transactions on a *pro forma* basis (and treating any obligation of the Issuer or any Subsidiary Group Company incurred in connection with or as a result of such transaction or series of transactions as having been incurred by the Issuer or such Subsidiary Group Company at the time of such transaction), no Default or Event of Default will have occurred and be continuing;
- (c) immediately before and immediately after giving effect to such transaction or series of transactions on a *pro forma* basis (on the assumption that the transaction or series of transactions occurred on the first day of the four-quarter financial period immediately prior to the consummation of such transaction or series of transactions with the appropriate adjustments with respect to the transaction or series of transactions being included in such *pro forma* calculation), the Issuer (or the Surviving Entity if the Issuer is not the continuing obligor under the Trust Deed) could incur at least £1.00 of additional Financial Indebtedness under the provisions of Condition 4.1 (*Financial Covenants*);
- (d) any of the Issuer's or the Surviving Entity's property or assets would thereupon become subject to any Security, the provisions of Condition 4.6 (*Negative Pledge*) are complied with and enforceable in accordance with their terms;
- (e) the Issuer or the Surviving Entity will have delivered to the Trustee, in form and substance satisfactory to the Trustee, an Officer's Certificate (attaching the computations to demonstrate compliance with paragraphs (b) and (c) above) and an opinion of independent counsel, each stating that such consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposition, and if a supplemental deed to the Trust Deed is required in connection with such transaction, such supplemental deed complies with the requirements of these Conditions and the Trust Deed and that all conditions precedent in these Conditions and the Trust Deed relating to such transaction have been satisfied and that the Trust Deed and the Notes constitute legal, valid and binding obligations of the continuing person, enforceable in accordance with their terms; and
- (f) immediately thereafter, the Surviving Entity shall succeed to, and be substituted for and may exercise every right and power of, the Issuer under the Trust Deed. Upon such succession and substitution, the Issuer shall be relieved of all obligations and covenants under the Trust Deed and the Notes.

“**Person**” means any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

“**Primary Creditor Liabilities**” has the meaning given to that term in the Intercreditor Agreement.

“**Pro Forma Group ICR**” means Group ICR for the year in which the Financial Indebtedness is incurred as set out in the latest Investor Report supplied by the Issuer, adjusted as though the relevant Financial Indebtedness (and all other Permitted Borrower Debt previously incurred in that financial year and not reflected in the Investor Report) had been incurred on the first day of the relevant year and, to the extent that the relevant Financial Indebtedness is to be used to repay or prepay existing Financial Indebtedness, such Financial Indebtedness had been repaid on the first day of the relevant year.

“**Pro Forma Junior RAR and Pro Forma Group RAR**” shall be determined using Senior Net Indebtedness, Junior Indebtedness and Issuer Net Indebtedness (as applicable) and Total RAB set out in the most recent monthly management accounts available to the Issuer, adjusted to take into account the relevant transaction and any other such transactions since the date to which those accounts were prepared.

“**Public Equity Offering**” means an underwritten public offer and sale of Shares (which are Shares other than redeemable shares) of the Issuer, the Parent or any other Holding Company of the Issuer up to and including Heathrow Airport Holdings, with gross proceeds of at least £20 million (including any sale of Shares purchased upon the exercise of any over-allotment option granted in connection therewith) to the company whose Shares are the subject of such public offer and sale.

“**Quasi Security**” has the meaning given to that term in paragraph (a) of Condition 4.6 (*Negative Pledge*).

“**RAB**” or “**Regulatory Asset Base**” has the meaning given to that term in the Master Definitions Agreement.

“**Regulators**” means the CAA, and any other additional or replacement governmental authority which may from time to time regulate any of the businesses of the Issuer, the Parent or any Subsidiary Group Company or in respect of which the Issuer, the Parent or any Subsidiary Group Company is required to comply.

“**Relevant Taxing Jurisdiction**” has the meaning given to that term in Condition 10 (*Taxation*).

“**Relevant Testing Date**” means, in respect of any Compliance Reporting Date, 31 December in the year immediately preceding such Compliance Reporting Date.

“**Relevant Testing Period**” means, in respect of any Compliance Reporting Date, the period of 12 months ending on the last day of the financial year in the year preceding such Compliance Reporting Date.

“**Reporting Date**” means 30 June and 31 December in each year starting on 31 December 2019 or any other date as may be agreed between the Issuer and the Trustee as a result of a change in the financial year and or regulatory year end date of any Subsidiary Group Company.

“**Request**” has the meaning given to that term in the Intercreditor Agreement.

“**Request Instruction**” has the meaning given to that term in paragraph (a) of Condition 12 (*Enforcement of Security*).

“**Restricted Payment**” has the meaning given to that term in the Master Definitions Agreement.

“**Restricted Payment Condition**” has the meaning given to that term in the Master Definitions Agreement.

“**Restricted Payment Loan**” means any loan by way of a Restricted Payment.

“**S&P**” means Standard & Poor’s Ratings Service and any successor to the ratings business of Standard & Poor’s Ratings Service.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Security Agent**” means Deutsche Trustee Company Limited, and its successors, as security agent for the Transaction Security under the Intercreditor Agreement and the Transaction Security Documents.

“**Security Group**” has the meaning given to that term in the Master Definitions Agreement.

“**Senior Debt**” has the meaning given to that term in the Master Definitions Agreement.

“**Senior Finance Documents**” means the “Finance Documents” as defined in the Master Definitions Agreement.

“**Senior Net Indebtedness**” has the meaning given to that term in the Master Definitions Agreement.

“**Shares**” means, with respect to any person, any and all shares, interests, partnership interests (whether general or limited), participations, rights in or other equivalents (however designated) of such person’s equity, any other interest or participation that confers the right to receive a share of the profits and losses, or distributions of assets of, such person and any rights (other than debt securities convertible into or exchangeable for shares), warrants or options exchangeable for or convertible into such shares, whether now outstanding or issued after the date of the Trust Deed.

“**Sterling**” or “**£**” means the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

“**STID**” has the meaning given to that term in the Master Definitions Agreement.

“**Subsidiary**” means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

“**Subsidiary Group Company**” has the meaning given to the term “Obligor” in the Master Definitions Agreement.

“**Surviving Entity**” has the meaning given to that term in paragraph (a) of the definition of “Permitted Transaction”.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“**Total RAB**” has the meaning given to that term in the Master Definitions Agreement.

“**Transaction Security**” means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

“**Transaction Security Documents**” means:

- (a) the debenture of the Issuer (including a first-ranking charge of all the issued share capital of Heathrow (SP) Limited);
- (b) the debenture of the Parent (including a first-ranking charge of all the issued share capital of the Issuer); and
- (c) any other document entered into by the Issuer or the Parent creating or expressed to create any Security over all or any part of the Parent’s or the Issuer’s assets in respect of the obligations under the Permitted Borrower Debt,

in each case, as amended, waived, restated, novated, replaced and/or supplemented from time to time.

“**Transactions in the ordinary course of business**” includes contracts for the development, construction and operation of airport facilities.

“**Treasury Transaction**” means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

“**Voting Shares**” means any class or classes of Shares pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees (or persons performing similar functions) of any person (irrespective of whether or not, at the time, shares of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

22. GOVERNING LAW

The Trust Deed, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and the Coupons are governed by, and shall be construed in accordance with, English law.

23. RIGHTS OF THIRD PARTIES

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

PROVISIONS RELATING TO THE NOTES WHILE REPRESENTED BY THE GLOBAL NOTES

The following is an overview of the provisions to be contained in the Trust Deed to constitute the Notes and in the Global Notes which will apply to, and in some cases modify, the Terms and Conditions of the Notes while the Notes are represented by the Global Notes.

1. Exchange

The Permanent Global Note will be exchangeable in whole but not in part (free of charge to the holder) for definitive Notes only:

- (a) upon the happening of any of the events defined in the Terms and Conditions of the Notes (“**Conditions**”) as “Events of Default”;
- (b) if either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee is available; or
- (c) if the Issuer would suffer a disadvantage as a result of a change in laws or regulations (taxation or otherwise) or as a result of a change in the practice of Euroclear and/or Clearstream, Luxembourg which would not be suffered were the Notes in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holder of the Permanent Global Note (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and (in the case of (c) above) the Issuer may give notice to the Trustee and the Noteholders, of its intention to exchange the Permanent Global Note for definitive Notes on or after the Exchange Date (as defined below).

On or after the Exchange Date the holder of the Permanent Global Note may or, in the case of (c) above, shall surrender the Permanent Global Note to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Note the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Note, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant definitive Notes.

For these purposes, “**Exchange Date**” means a day specified in the notice requiring exchange falling not less than 60 days after that on which such notice is given and being a day on which banks are open for general business in the place in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (b) above, in the place in which the relevant clearing system is located.

2. Payments

No payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal, premium and interest in respect of Notes represented by a Global Note will, subject as set out below, be made to the bearer of such Global Note against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, against surrender of such Global Note to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purposes. A record of each payment made will be endorsed on the appropriate part of the schedule to the relevant Global Note by or on behalf of the Principal Paying Agent, which endorsement shall be prima facie evidence that such payment has been made in respect of the Notes. Payments of interest on the Temporary Global Note (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-U.S. beneficial ownership unless such certification has already been made.

3. Notices

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders (including any notices to be delivered to the Noteholders pursuant to Condition 12 (*Enforcement of Security*)) may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 20 (*Notices*). Any such notice shall be deemed to have been given to the Noteholders on the second day after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any of the Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder (including any Noteholder Direction pursuant to Condition 12 (*Enforcement of Security*)) may be given by such Noteholder (where applicable) through Euroclear and/or Clearstream, Luxembourg and otherwise in such manner as the Principal Paying Agent and Euroclear and Clearstream, Luxembourg may approve for this purpose.

4. Accountholders

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (each an “**Accountholder**”) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders and giving notice to the Issuer or, as the case may be, the Trustee pursuant to Condition 11 (*Events of Default*), Condition 12 (*Enforcement of Security*) and Condition 7.3 (*Purchase of Notes Upon a Change of Control*)) other than with respect to the payment of principal, premium and interest on such principal amount of such Notes, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Note.

5. Prescription

Claims against the Issuer in respect of principal, premium and interest on the Notes represented by a Global Note will be prescribed after ten years from the appropriate payment date (in the case of principal and premium) and five years from the relevant Interest Payment Date (in the case of interest).

6. Cancellation

Cancellation of any Note represented by a Global Note and required by the Conditions of the Notes to be cancelled following its redemption or purchase will be effected by endorsement by or on behalf of the Principal Paying Agent of the reduction in the principal amount of the relevant Global Note on the relevant part of the schedule thereto.

7. Put Option

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Noteholders provided for in Condition 7.3 (*Purchase of Notes Upon a Change of Control*) may be exercised by an Accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depository for them to the Principal Paying Agent by electronic means) of the principal amount of the Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly within the time limits set forth in that Condition.

8. Redemption at the Option of the Issuer

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, in the event that the Issuer exercises its call option pursuant to Condition 7.2(a) (*Optional Redemption*) in respect of less than the aggregate principal amount of the Notes outstanding at such time, the Notes shall be redeemed on a *pro rata* basis or, if redemption on a *pro rata* basis is not permitted by Euroclear and/or Clearstream, Luxembourg at such time, the standard procedures of Euroclear and/or Clearstream, Luxembourg shall operate to determine which interests in the Global Note(s) are to be subject to such option.

9. Euroclear and Clearstream, Luxembourg

References in the Global Notes and this summary to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Trustee.

10. Payment Business Day

Business Day: Notwithstanding the definition of “Business Day” in Condition 21 (*Definitions*), while any Bonds are represented by a Global Bond or a Global Bond Certificate and such Global Bond or Global Bond Certificate is held on behalf of DTC, Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System, “**Business Day**” and “**business day**” shall mean any day which is a day on which dealings in foreign currencies may be carried on in London.

TAX CONSIDERATIONS

UNITED KINGDOM TAXATION

The following is a general description of certain UK taxation considerations in relation to the Notes based on current law and published practice in the UK as at the date of this Prospectus. It does not purport to be a complete analysis of all tax considerations relating to the Notes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes and some aspects do not apply to certain classes of taxpayer (such as dealers, trustees and Noteholders who are connected or associated with the Issuer for relevant tax purposes). The summary set out below is a general guide and should be treated with appropriate caution. Prospective purchasers who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom should consult their professional advisors. In particular, holders of the Notes should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the UK. The below description of the UK tax position assumes that there will be no substitution of the Issuer pursuant to Condition 14 (*Substitution*) of the Notes and does not consider the tax consequences of any such substitution.

UK Withholding Tax on UK source interest

The Notes issued by the Issuer will constitute “quoted Eurobonds” within the meaning of section 987 of the Income Tax Act 2007 provided they carry a right to interest and they are and continue to be listed on a “recognised stock exchange” within the meaning of section 1005 of the Income Tax Act 2007. The London Stock Exchange has been designated as a recognised stock exchange for these purposes. The Notes will be treated as listed on the London Stock Exchange if they are admitted to the Official List of the Financial Conduct Authority and are admitted to trading on the London Stock Exchange. Accordingly, the Notes will constitute “quoted Eurobonds” and payments of interest on the Notes may be made without withholding on account of UK income tax provided the Notes remain so listed at the time of payment.

Interest on the Notes may also be paid without withholding or deduction for or on account of UK income tax where interest on the Notes is paid by a company and, at the time the payment is made, the Issuer (and any person by or through whom interest on the Notes is paid) reasonably believes that the beneficial owner is within the charge to UK corporation tax as regards the payment of interest or the payment is made to one of the classes of exempt bodies or persons set out in sections 935 to 937 of the Income Tax Act 2007, provided that HM Revenue & Customs has not given a direction that the interest should be paid under deduction of tax.

In cases falling outside the exemptions described above, an amount must generally be withheld from payments of interest on the Notes that has a United Kingdom source on account of UK income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available under the provisions of any applicable double taxation treaty.

Further United Kingdom Income Tax issues

Interest on the Notes that constitutes UK source income for tax purposes may, as such, be subject to income tax by direct assessment even where paid without withholding. However, interest with a UK source received without deduction or withholding on account of UK tax will generally not be chargeable to UK tax in the hands of a Noteholder who is not resident for tax purposes in the UK unless that Noteholder carries on a trade, profession or vocation in the UK through a UK branch or agency or, for holders who are companies, through a UK permanent establishment, in connection with which the interest is received or to which the Notes are attributable. There are exemptions for interest received by certain categories of agent (such as some brokers and investment managers).

The attention of Noteholders is drawn to Condition 10 (*Taxation*) of the Notes. The provisions relating to additional payments referred to in Condition 10 (*Taxation*) of the Notes would not apply if HM Revenue & Customs sought to assess the person entitled to the relevant interest or (where applicable) profit on any Note directly to UK income tax. However, exemption from or reduction of such UK tax liability might be available under an applicable double taxation treaty.

The references to “interest” above mean “interest” as understood in UK tax law, and in particular any premium element of the redemption amount of any Notes redeemable at a premium may constitute a payment of interest subject to the withholding tax provisions discussed above. In certain cases, the same could be true for amounts of discount where Notes are issued at a discount. The statements above do not take any account of any different definitions of “interest” or “principal” which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation.

United Kingdom Corporation Tax Payers

In general Noteholders which are within the charge to UK corporation tax (other than, for example, investment trusts, venture capital trusts, authorised unit trusts and open ended investment companies) will be treated for tax purposes as

realising profits, gains or losses (including exchange gains and losses) in respect of the Notes on a basis which is broadly in accordance with their statutory accounting treatment so long as the accounting treatment is in accordance with generally accepted accounting practice as that term is defined for tax purposes. Such profits, gains and losses (or where the Noteholder's functional currency is not sterling, then the sterling equivalent of such profits, gains and losses as computed in the Noteholder's functional currency) will be taken into account in computing taxable income for corporation tax purposes.

Other UK Tax Payers

Taxation of Chargeable Gains

The Notes may constitute "qualifying corporate bonds" within the meaning of section 117 of the Taxation of Chargeable Gains Act 1992, provided that interest payable in respect of the Notes represents a reasonable commercial return on the Issue Price of the Notes. If the Notes are "qualifying corporate bonds", a disposal by a Noteholder will not give rise to a chargeable gain or an allowable loss for the purposes of the UK taxation of chargeable gains. If the Notes are not "qualifying corporate bonds" a disposal may give rise to a chargeable gain or an allowable loss, and prospective Noteholders are advised to seek their own professional advice.

If the Notes are deeply discounted securities within Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005, they will constitute "qualifying corporate bonds" regardless of whether interest payable in respect of the Notes represents a reasonable commercial return on the Issue Price of the Notes.

Taxation of Discount

Notwithstanding the chargeable gains treatment, if the Notes constitute "deeply discounted securities" within Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005, any gain realised on redemption or transfer of the Notes by a Noteholder who is within the charge to United Kingdom income tax in respect of the Notes will generally be taxable as income but such Noteholder will not be able to claim relief from income tax in respect of costs incurred on the acquisition, transfer or redemption, or losses incurred on the transfer or redemption, of the Notes.

Accrued Income Scheme

The provisions of the accrued income scheme (the "**Scheme**") may apply to certain Noteholders who are not subject to corporation tax, in relation to a transfer of the Notes.

On a transfer of securities with accrued interest the Scheme usually applies to deem the transferor to receive an amount of income equal to the accrued interest and to treat the deemed or actual interest subsequently received by the transferee as reduced by a corresponding amount.

Generally, persons who are not resident in the UK and who do not carry on a trade in the UK through a branch or agency to which the Notes are attributable will not be subject to the provisions of these rules.

The Scheme will not apply in relation to Notes which constitute deeply discounted securities as defined in Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005.

Stamp Duty and Stamp Duty Reserve Tax

It is expected that no stamp duty or stamp duty reserve tax will be payable on issue of the Notes or on a transfer of Notes.

THE PROPOSED FINANCIAL TRANSACTIONS TAX ("FTT")

On 14 February 2013, the European Commission published a proposal (the **Original Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each, other than Estonia, a **participating Member State**). However, Estonia has since stated that it will not participate.

The Original Proposal had a very broad scope: under the Original Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States, and could apply to various types of financial instrument.

In June 2019, the Economic and Financial Affairs Council of the European Union (ECOFIN) again discussed the possibility of moving forward with the FTT. The most recent proposal (the **New Proposal**) is for the FTT to apply (more narrowly than was envisioned by the Original Proposal) to acquisitions of shares of listed companies which are headquartered in participating Member States. It was suggested that agreement on an FTT might be reached in Autumn 2019, though no agreement has yet been published.

The FTT proposal and the scope of any such tax remains subject to negotiation between the participating Member States and additional EU Member States may also decide to participate. While under the New Proposal the FTT should not apply to dealings in the Notes, the New Proposal may be altered prior to any implementation.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Barclays Bank PLC, BNP Paribas, ING Bank N.V., London Branch (together, the “**Active Managers**”), Banca IMI S.p.A., ICBC Standard Bank Plc, Merrill Lynch International and National Australia Bank Limited ABN 12 004 044 937 (together, the “**Passive Bookrunners**” and together with the Active Managers, the “**Managers**”) have, pursuant to a subscription agreement (the “**Subscription Agreement**”) dated 15 November 2019, jointly and severally agreed to subscribe the Notes at the issue price of 100 per cent. of the principal amount of Notes, less a combined management and underwriting commission and selling concession. The Issuer will also reimburse the Managers in respect of certain of their expenses, and has agreed to indemnify the Managers against certain liabilities, incurred in connection with the issue of the Notes. The Subscription Agreement may be terminated in certain circumstances prior to payment of the Issuer. The Managers and certain of their affiliates from time to time have performed, and in the future will perform, banking, investment banking, advisory, consulting and other financial services for the Group, for which they have received and may in the future receive customary advisory and transaction fees and expense reimbursement.

Some of the Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or other members of the Group. Such Managers have received, or may in the future receive, customary fees and commissions for these transactions. Each of the Passive Bookrunners have not actively been involved in placing the Notes.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments issued by the Issuer or other members of the Group. Certain of the Managers or their affiliates that have a lending relationship with the Issuer or another member of the Group routinely hedge their credit exposure to Issuer or such member of the Group consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities issued by the Issuer or another member of the Group, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to any other exemption from the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Closing Date within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom

Each Manager has represented and agreed that:

- (A) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (B) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Prohibition of Sales to EEA Retail Investors

Each of the Managers has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

- (A) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (B) a customer within the meaning of the Insurance Mediation Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

General

No action has been taken by the Issuer or any of the Managers that would, or is intended to, permit a public offer of the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, each Manager has undertaken that it will not, directly or indirectly, offer or sell any Notes or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

Interest of persons involved in the offer of Notes

Except as described in this "*Subscription and Sale*" section, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

GENERAL INFORMATION

Authorisation

The creation and issuance of the Notes has been authorised by a resolution of the Issuer's board of directors, dated 12 November 2019.

Listing

Application has been made to the FCA for the Notes to be admitted to the Official List and to the London Stock Exchange for the Notes to be admitted to trading on the Market. The Issuer estimates the expenses relating to the admission of the Notes to trading to be approximately £2,000.

Clearing Information

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate ISIN for this issue is XS2081020872 and the Common Code is 208102087.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg.

Legal information

The Issuer (registered number 6458635), with its registered office at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW, was incorporated in England on 20 December 2007. The Issuer can be contacted by calling +44 (0)20 8745 9800.

As of the date of this Prospectus, the Issuer's authorised ordinary share capital of £9,500,000,000 is divided into ordinary shares with a par value of £1 each and its issued ordinary share capital is 3,109,350,689 ordinary shares of a par value of £1 each, held by Heathrow (DSH) Limited.

The rights of the holders of the common shares in the Issuer are contained in the Articles of Association of the Issuer, and the Issuer will be managed by its directors in accordance with those articles and in accordance with the laws of England and Wales.

No Significant Change

There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2018, and no significant change in the financial position of the Issuer or the Group since 30 June 2019. There is no significant change in the financial performance of the Issuer or the Group since 30 June 2019.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) within a period of 12 months preceding the date of this Prospectus which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer.

Auditors

The financial statements as at and for the years ended 31 December 2017 and 31 December 2018 incorporated by reference in this Prospectus have been audited by Deloitte LLP.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the following documents will be available for inspection on the Issuers website <https://www.heathrow.com/company/investor-centre>:

- (a) the Memorandum and Articles of Association of the Issuer;
- (b) the audited consolidated financial statements of the Issuer for the years ended 31 December 2017 and 31 December 2018;
- (c) the unaudited consolidated financial statements of the Issuer for the nine months ended 30 June 2019;
- (d) a copy of this Prospectus; and
- (e) the Trust Deed, the Agency Agreement, the Intercreditor Agreement and the Security Agreement.

Yield

The semi-annual yield of the Notes is 4.125 per cent. calculated on the basis of the Issue Price and as at the date of this Prospectus.

Third party information

Third party information referred to in the sections entitled “*Overview*” and “*Business*” has been accurately reproduced and as far as the Issuer is aware and able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has not independently verified the information included herein from third parties and such information may not be up to date.

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London EC2N 2DB

PRINCIPAL PAYING AGENT
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London EC2N 2DB

THE MANAGERS

Joint Global Coordinators and Joint Bookrunners

Barclays Bank PLC 5 The North Colonnade Canary Wharf London E14 4BB	BNP Paribas 10 Harewood Avenue London NW1 6AA	ING Bank N.V., London Branch 8-10 Moorgate London EC2R 6DA
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Passive Bookrunners

Banca IMI S.p.A. Largo Mattioli 3 20121 Milan Italy	ICBC Standard Bank Plc 20 Gresham Street London EC2V 7JE	Merrill Lynch International 2 King Edward Street London EC1A 1HQ	National Australia Bank Limited ABN 12 004 044 937 88 Wood Street London EC2V 7QQ
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