

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 “Preliminary Prospectus”), and you are therefore advised to read this carefully before reading, accessing or making any other use of the Preliminary Prospectus. In accessing the Preliminary 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 PRELIMINARY 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 PRELIMINARY PROSPECTUS OR MAKE AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES DESCRIBED THEREIN, YOU MUST NOT BE A “U.S. PERSON” AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (A “U.S. PERSON”).

THE PRELIMINARY 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 Preliminary Prospectus is being sent at your request and by accepting the e-mail and accessing the Preliminary 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 e-mail 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 Preliminary Prospectus by electronic transmission.

You are reminded that the Preliminary Prospectus has been delivered to you on the basis that you are a person into whose possession the Preliminary 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 Preliminary 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 Bookrunner (as defined below) or any affiliate of a Joint Bookrunner is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Joint Bookrunner or such affiliate on behalf of the issuer in such jurisdiction.

The Preliminary 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, ING Bank N.V., London Branch, J.P. Morgan Securities plc, Credit Suisse Securities (Europe) Limited, ICBC Standard Bank plc, Merrill Lynch International or RBC Europe Limited (the “Joint Bookrunners”), nor any person who controls any Joint 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 Preliminary Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from a Joint Bookrunner.

SUBJECT TO COMPLETION AND AMENDMENT
PRELIMINARY PROSPECTUS DATED 24 MAY 2017

(Dated [●] 2017)

Heathrow Finance plc

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

Issue of £[250] million [●] per cent. Senior Secured Notes due [●]

Issue price: [●] per cent.

Heathrow Finance plc, a public limited company incorporated under the laws of England and Wales (the “**Issuer**”), will issue £[250] million aggregate principal amount of [●] per cent. Senior Secured Notes due [●] (the “**Notes**”). Interest on the Notes will be payable on 1 March and 1 September of each year, beginning on 1 March 2018. The Notes will mature on [●]. 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 Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 as amended (“**FSMA**”) (the “**UK Listing Authority**” or “**UKLA**”) for the Notes to be admitted to the official list of the UK Listing Authority (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 [●] 2017 (the “**Closing Date**”) with a common depositary for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, société anonyme (“**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 “*Summary of 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

ING

J.P. Morgan Securities plc

Joint Bookrunners

Credit Suisse

ICBC

BofA Merrill Lynch

RBC Capital Markets

NOTICE TO INVESTORS

This Prospectus constitutes a prospectus for the purposes of Article 5.3 of Directive 2003/71/EC (the “**Prospectus Directive**”) 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 Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

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 Directive (each a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, 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 Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, 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.

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.

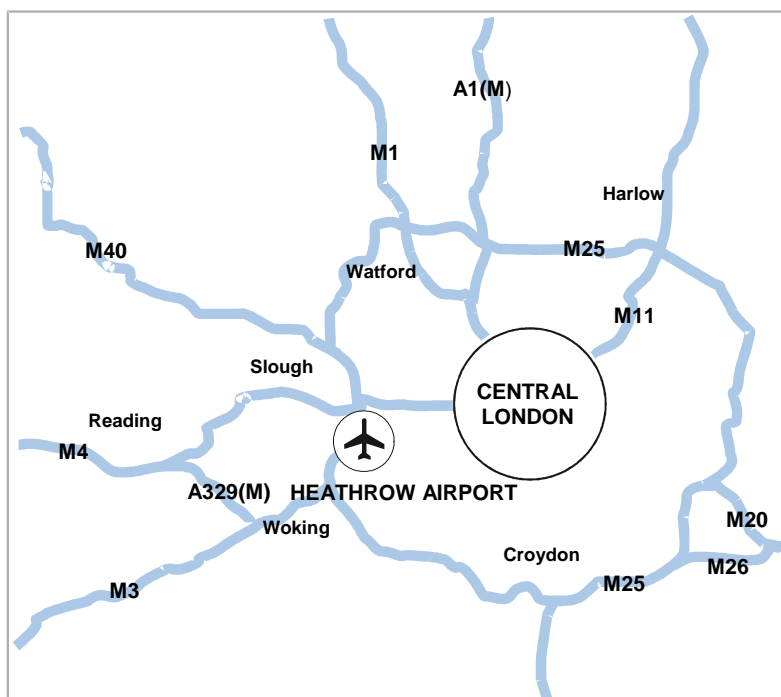
HEATHROW AIRPORT

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

Heathrow Airport is Europe’s busiest and the world’s seventh busiest airport in terms of total passengers. In 2016, Heathrow Airport handled a record 75.7 million passengers. Heathrow Airport is the primary airport in London, which is the world’s largest origin and destination aviation market with over 160 million passengers travelling to and from London annually (Source: CAA Airport Statistics for 2016). Heathrow Airport handles approximately 74 per cent. (in terms of seats) of all the UK’s scheduled long-haul air traffic (Source: IATA Airport IS schedules for 2016) and its critical role in the global aviation industry is underlined by the fact that five of the top ten intercontinental long-haul routes globally pass through Heathrow Airport (Source: IATA Airport IS schedules for 2016).

The Group has invested approximately £11 billion transforming Heathrow Airport since 2006, culminating in the opening of Terminal 5 in 2008 and Terminal 2: The Queen’s Terminal in June 2014. Each of Heathrow Airport’s four operational terminals is either new or recently refurbished. In 2016, the Group invested £674 million (2015: £627 million). In 2016, Terminal 2 handled 16.5 million passengers (2015: 16.7 million) and Terminal 5 handled 31.9 million passengers (2015: 33.1 million). Terminal 5 was awarded the World’s Best Airport Terminal by Skytrax for five consecutive years up to and including 2016. Heathrow Airport was named “Best Airport in Western Europe” by Skytrax for the third time in 2017 and awarded ACI Europe’s Best Airport Award for the third time in 2016.

In recent years, the Group has maintained a strong focus on operational performance, improving the passenger experience and investing in new and upgraded facilities. As a result, Heathrow Airport has risen to become the top performing major European hub airport in terms of overall passenger satisfaction. In 2016, 84 per cent. (2015: 81 per cent.) of passengers rated their Heathrow Airport experience as either “very good” or “excellent”, recognising the improvements delivered including the opening of Terminal 5 and Terminal 2: The Queen’s Terminal.



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 (£1,699 million or 60 per cent. of total income in 2016 (2015: £1,699 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 (£1,108 million or 40 per cent. of total income in 2016 (2015: £1,066 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.

Heathrow Airport is subject to economic regulation by the Civil Aviation Authority (the “**CAA**”). The CAA sets caps on the amount that Heathrow Airport can charge airlines for using its facilities.

The price caps are set for a five-year period (a “**Quinquennium**”), which may be extended. This price setting mechanism provides significant cash flow predictability within each Quinquennium and provides substantial explicit protection against costs resulting from new security regulations.

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 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 and does not correspond to statutory asset values. The RAB is adjusted on an ongoing basis principally for capital expenditure, RPI inflation, regulatory depreciation and proceeds of disposals.

The regulated 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. The current Quinquennium for Heathrow, Q6, was initially set to last from 1 April 2014 to 31 December 2018 in order to align Heathrow’s financial and regulatory years. Heathrow’s current regulatory period was recently extended by the CAA 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.

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 2016 the Group saw revenue and Adjusted EBITDA increase by 1.5 per cent and 4.8 per cent respectively. The Group’s financial performance in 2016 reflected, in particular, record traffic levels and cost control.

This strong underlying performance has continued into 2017 with the Group’s Adjusted EBITDA for the first three months of the year increasing by 4.1 per cent compared to the same period in 2016.

Please also see “*Selected Historical Financial Information*” on page 32.

Revenue

The table below details the Group's revenue for the years ended 31 December 2016 and 31 December 2015 as well as for the three months ended 31 March 2017 and 31 March 2016 ("3M 2016" and "3M 2017").

	<i>Three months ended 31 March</i>		<i>Year ended 31 December</i>	
	<i>2017</i>	<i>2016</i>	<i>2016</i>	<i>2015</i>
	<i>(£ millions) (unaudited)</i>		<i>(£ millions) (audited)</i>	
Aeronautical income.....	389	389	1,699	1,699
Retail income.....	148	136	612	568
Other income	118	117	496	498
Total	655	642	2,807	2,765

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.

Aeronautical income remained flat at £1,699 million in 2016 versus 2015 and also remained flat at £389 million in 3M 2017 versus 3M 2016.

Aeronautical income generation in 2016 versus 2015 reflected growth due to increased passenger traffic and yield concentration, due primarily to greater proportions of long haul, origin and destination and departing passengers than assumed when setting tariffs for the year, offset by a combination of a lower maximum allowable yield due to the RPI-1.5 per cent. tariff formula applying in the current regulatory period, the non-recurrence of significant K factor recovery in 2015 and lower capital expenditure than originally forecast in the current regulatory settlement. Aeronautical income generation in 3M 2017 versus 3M 2016 reflected growth due to increased passenger traffic offset by a combination of a lower maximum allowable yield due to the RPI-1.5 per cent. tariff formula applying in the current regulatory period, lower capital expenditure than originally forecast in the current regulatory settlement and lower yield concentration than in 3M 2016.

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 indicator for the business, retail income per passenger, increasing by £0.51 (6.7 per cent.) from £7.58 in 2015 to £8.09 in 2016. The retail business performed strongly in 2016 following the major redevelopment of luxury stores in Terminal 5 including new brands which have strengthened Heathrow's unrivalled airport shopping experience. Performance in duty and tax-free stores has continued to improve following extensive store refurbishment in Terminals 4 and 5. Income from catering increased during 2016 as a result of new and refurbished outlets and increases in passenger participation. Car parking also performed well, with continued take-up of Heathrow's expanded car parking product range and successful yield management. Growth in retail income accelerated in the second half of the year, particularly in areas such as duty and tax-free and airside specialist shops, driven by the depreciation of sterling following the EU referendum in late June 2016. Redevelopment of luxury stores in Terminal 4 was largely completed in 2016 and started contributing to overall retail performance during that period.

Retail income per passenger increased further, by £0.52 (6.4 per cent.) from £8.10 in 3M 2016 to £8.62 in 3M 2017 reflecting benefit, particularly in duty and tax-free and airside specialist shops, from the depreciation of sterling in June 2016 and increased passenger traffic. The redevelopment of Terminal 4's luxury retail offering, completed in late 2016, also contributed to growth.

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.

Adjusted operating costs – ordinary excluding depreciation and amortisation

In the year ended 31 December 2016, the Group's adjusted operating costs – ordinary excluding depreciation, amortisation and exceptional items decreased by £35 million (3.1 per cent.) from £1,160 million in 2015 to £1,125 million in 2016 and by £2 million (0.7 per cent.) from £275 million in 3M 2016 to £273 million in 3M 2017.

In 2016, the reduction in adjusted operating costs primarily reflected lower employment, utilities and other costs. Employment costs benefited from changes to the defined benefit pension scheme, take-up of voluntary severance programmes, lower new starter pay levels, lower headcount, automation and other workforce efficiencies, partially offset by higher costs for implementing organisational change. Lower utilities costs particularly reflected a re-negotiated contract for the provision of electricity distribution infrastructure services due to a combination of recurrent cost savings and a one-off credit of £14 million related to prior periods. A focus on energy demand management continues to drive savings in electricity consumption. Other costs reflected savings across consultancy, marketing and general expenditure.

The lower adjusted operating costs in 3M 2017 versus 3M 2016 related primarily to utilities and other costs. Lower utilities costs reflect the recurring savings from a contract for the provision of electricity distribution infrastructure services re-negotiated in 2016. A focus on energy demand management also continued to drive savings in electricity consumption. Other costs decreased due to various efficiencies and also due to expansion related costs starting to be capitalised rather than expensed, following the UK Government's decision in late 2016 to support Heathrow expansion.

	<i>Three months ended 31 March</i>		<i>Year ended 31 December</i>	
	<i>2017</i>	<i>2016</i>	<i>2016</i>	<i>2015</i>
	<i>(£ millions)</i>		<i>(£ millions)</i>	
	<i>(unaudited)</i>		<i>(audited)</i>	
Employment.....	93	88	373	384
Operational	62	64	265	253
Maintenance.....	43	43	176	187
Business rates	32	31	128	123
Utilities	23	24	74	92
Other	20	25	109	121
Total.....	273	275	1,125	1,160

Financing of the Group

Overview

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 and Norwegian krone together with various other forms of term debt as well as revolving credit facilities. As at 31 March 2017, the Group had consolidated nominal net debt of £13,097 million of which £12,147 million was within the Issuer's subsidiaries and £950 million was at the Issuer level.

As at 31 March 2017, debt within the Issuer's subsidiaries comprised £10,407 million in Class A net debt (Class A bonds are rated A- by S&P and Fitch) and an additional £1,740 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 31 March 2017, the Issuer itself had £950 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 35.

Financing at Heathrow Finance plc

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

- loan facilities of £175 million with final maturities of up to 2025 (the "2014 Issuer Facility"), £200 million with final maturities of up to 2026 (the "2016 Issuer Facility 1") and £150 million with a final maturity of 2028 (the

“**2016 Issuer Facility 2**” and, together with the 2014 Issuer Facility and the 2016 Issuer Facility 1, the “**Issuer Facilities**”). £75 million of the 2016 Issuer Facility 1 is expected to be drawn by June 2017;

- £263 million notes due 2019 (the “**2019 Notes**”); and
- £250 million notes due 2025 (the “**2025 Notes**”).

The issuance of Notes described in this Prospectus will rank *pari passu* with the Issuer Facilities, the 2019 Notes and the 2025 Notes, and will benefit from the same security package.

Financing at the Senior Borrower Group

The Senior Borrower Group’s 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 loan 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 31 March 2017, the Issuer’s subsidiaries had outstanding £11.1 billion in nominal debt under 33 separate bond issues with scheduled maturities between 2018 and 2049. At the same date, the Issuer’s subsidiaries had in place:

- £1,050 million in revolving credit facilities with a final maturity of October 2021 (£305 million drawn);
- £100 million working capital facility with a final maturity of October 2021 (fully undrawn);
- £89 million in amortising loans from the European Investment Bank (final maturity 2022);
- £418 million term loan facility with a final maturity of March 2020; and
- £440 million of other term debt with maturities between 2026 and 2037 (£100 million to be drawn in June 2017).

The Group’s debt maturity profile (determined on a nominal basis and excluding £211 million in index-linked derivative accretion but including £175 million in undrawn term debt), as at 31 March 2017, 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...	510	-	1,367	2,683	4,801	9,361
Heathrow Funding Limited Class B Bonds...	-	400	400	755	185	1,740
Revolving credit facility (Class A).....	-	-	305	-	-	305
EIB loans.....	34	33	22	-	-	89
Term notes.....				100	340	440
Class A term loan.....			418			418
2019 Notes, 2025 Notes.....	-	-	263	250	-	513
Issuer Facilities	-	-	125	250	150	525
Total.....	544	433	2,900	4,038	5,476	13,391

Liquidity

At 31 March 2017, the Group had £1,350 million in cash resources and undrawn loan facilities, including £845 million available under revolving credit and working capital facilities and £330 million in cash, cash equivalents and authorised investments. The Group also has £175 million in committed term debt to be drawn by June 2017.

The Group is cash positive with £1,654 million cash from continuing operating activities in 2016.

The Group expects to have sufficient liquidity to meet all its obligations in full until December 2018. 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 31 March 2017 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 prevent 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 than either 90 per cent. until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, or 92.5 per cent. thereafter 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.

Whilst the 2025 Notes have a restriction on distributions and breach of covenant when pro forma Group RAR is greater than 92.5 per cent., the 2019 Notes have a restriction when pro forma Group RAR is greater than 90 per cent. The Group intends to move over the medium term to having a restriction on distributions and breach of covenant when pro forma Group RAR is greater than 92.5 per cent. once the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restriction of 90 per cent. This change is intended to provide the Group with additional medium term flexibility to manage its capital structure more efficiently.

For more details on the financing arrangements described above, see “*Description of Other Indebtedness*” and “*Terms and Conditions of the Notes*” 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 [8.2] per cent. of Heathrow Airport’s expected RAB at the end of 2017.

The net proceeds of the issue of the Notes are expected be used to repay existing indebtedness of the Group and/or its holding companies, in particular, when combined with new term loans of up to £100 million raised at ADI Finance 2 Limited (“**ADIF2**”), a holding company of the Group, to repay £310 million in existing term loans at ADIF2.

Key Strengths

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

- **Pre-eminent market position:** Heathrow Airport is Europe’s busiest airport and the world's seventh busiest airport in terms of total passengers. It enjoys a unique market position in the UK, being the country's only hub airport and handling approximately 74 per cent. (in terms of seats) of all the UK's scheduled long-haul air traffic (Source: IATA Airport IS schedules for 2016). 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.
- **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.
- **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.

HEATHROW’S STRATEGY

The Group’s strategy is focused on developing Heathrow Airport’s position 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, the Group will continue enabling the success of the major network airlines operating at Heathrow Airport by investing in further capacity, operational flexibility and resilience at sustainable charges for airline customers.

For both origin and destination and transfer passengers, Heathrow Airport is working 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 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 the 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 Q6 business plan and deliver a competitive return by growing revenue, reducing costs and delivering investments efficiently.
- **Sustainable growth:** working to operate and grow Heathrow Airport sustainably, now and in the future.

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, it has been considering ways to deliver sustainable growth, by expanding its runway capacity in order to deliver even greater benefits in its role as the country's only hub airport, whilst mitigating the effects of expansion particularly on local communities.

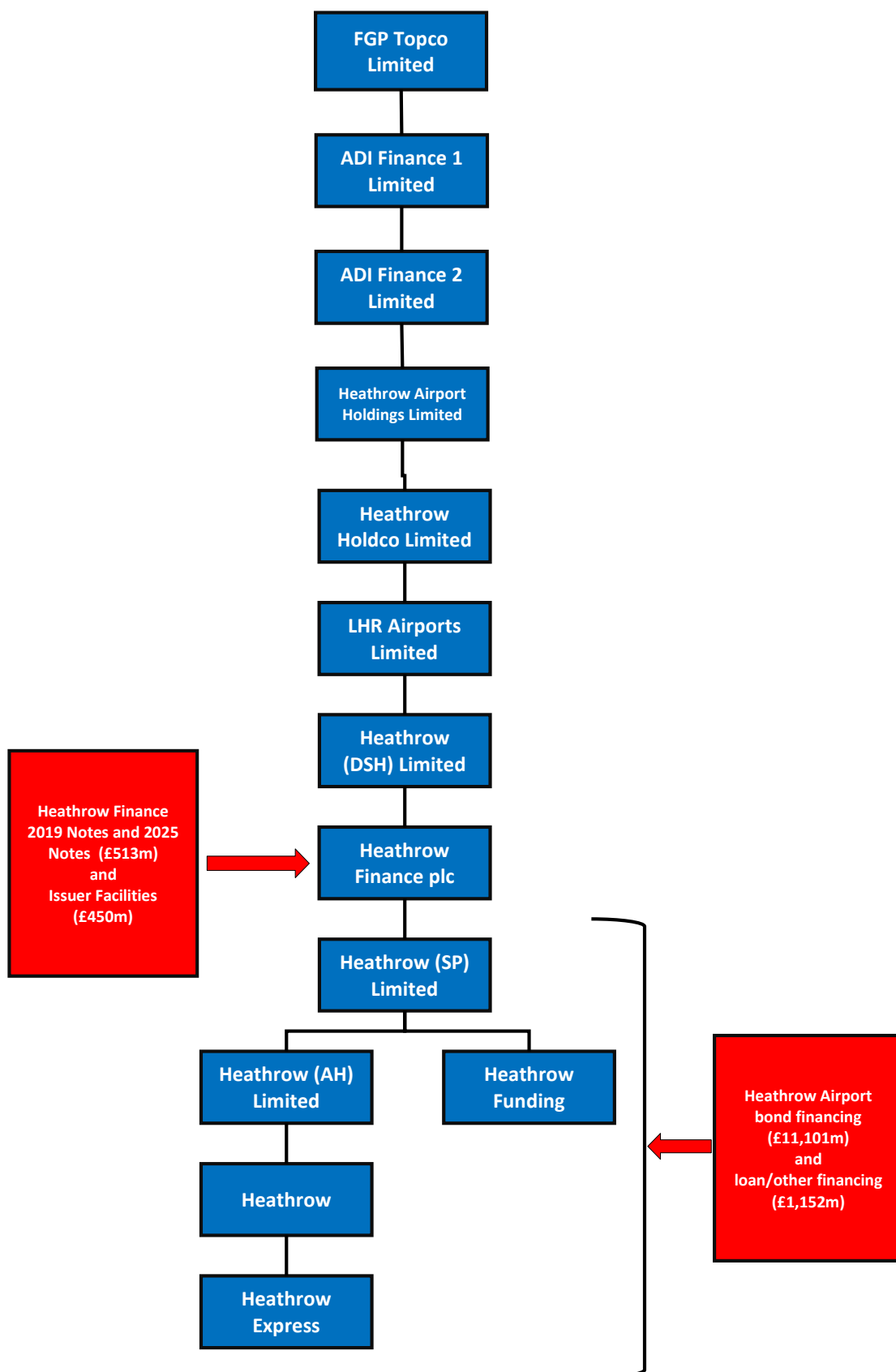
The UK Government established the Airports Commission in 2012 to identify and recommend options to maintain the UK's position as Europe's most important aviation hub. After nearly three years' study, in July 2015 the Airports Commission recommended the expansion of Heathrow Airport through the construction of a new runway immediately to the north west of the existing airport, together with associated infrastructure such as new terminal capacity and taxiway systems. In October 2016, the UK Government announced its decision to support the expansion of Heathrow Airport. The proposed expansion of Heathrow Airport is expected to deliver up to an additional 260,000 flights per annum at the airport, taking the total to up to 740,000 flights per annum, which could result in annual passenger numbers increasing to 130 million over time, compared to 75.7 million in 2016.

A broad range of workstreams involving various stakeholders is now underway initially aimed at Heathrow obtaining the necessary formal policy support from the UK Government and consents to enable Heathrow to proceed with the required construction programme. In February 2017, the UK Government published its draft Airports National Policy Statement ("NPS") outlining its policy for Heathrow Airport's expansion. The final version of the NPS was expected to be submitted to a vote in the UK Parliament during the winter of 2017/2018. The general election announced in April 2017 could delay the expected timetable. Assuming the required vote in favour, the Secretary of State for Transport is expected to then 'designate' the final NPS following which Heathrow will need to apply for a Development Consent Order ("DCO"). Heathrow is already working actively to develop its DCO application including preparing for an initial public consultation later in 2017 on its expansion plans.

In parallel with the NPS and DCO processes, significant activity is currently underway on other key aspects of expansion. These include the preparation of an application for airspace change consent, starting engagement with key statutory stakeholders and airline engagement. Airline engagement is particularly focused on affordability and the scope to meet the common aspiration to maintain Heathrow Airport's charges at the lowest possible level, which is also consistent with the UK Government's proposals when it announced support for Heathrow expansion in October 2016. In addition, there have been a number of, and in the coming months there are expected to be further, regulatory developments related to the expansion of Heathrow Airport. See 'Business—Expansion of Heathrow Airport' and 'Airport Regulation – Airport Regulation Generally – Regulatory Framework' and 'Airport Regulation – Heathrow Price Regulation – Q6 Extension and H7.

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 are as at 31 March 2017.



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”. 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	£[250] million aggregate principal amount of [●] per cent. Senior Secured Notes due [●] (the “Notes”).
Issue Date	The Notes will be issued on [●] 2017.
Maturity Date	The Notes will mature on [●].
Interest Rate	The Notes will bear interest at a rate of [●] per cent. per annum.
Interest Payment Dates	1 March and 1 September of each year, commencing on 1 March 2018.
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 2019 Notes and the 2025 Notes, 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 (<i>Events of Default</i>).

<i>Certain Covenants</i>	<p>Subject to certain cure rights, the Notes will require Group RAR not to exceed either 90 per cent. until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, or 92.5 per cent. thereafter, 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:</p> <ul style="list-style-type: none"> • 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. <p>Each of these covenants is subject to significant exceptions and qualifications. See Condition 4 (<i>Covenants</i>) and the related definitions.</p>
<i>Intercreditor Arrangements</i>	<p>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 2019 Notes, the trustee for the 2025 Notes and any hedging creditors. The Trustee will accede as an additional bond creditor to the Intercreditor Agreement on [•] 2017. 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 <i>pari passu</i> 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 <i>pari passu</i> basis with additional third party creditors. See “<i>Description of Other Indebtedness—Intercreditor Agreement</i>”.</p>
<i>Modification, Waiver and Substitution</i>	<p>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 (<i>Meetings of Noteholders, Modification, Waiver and Authorisation</i>) and 14 (<i>Substitution</i>).</p>
<i>Use of Proceeds</i>	<p>The net proceeds of the issue of the Notes are expected to be used to repay existing indebtedness of the Group and/or its holding companies, in particular, when combined with new term loans of up to £100 million raised at ADI Finance 2 Limited (“ADIF2”), a holding company of the Group, to repay £310 million in existing term loans at ADIF2.</p>
<i>Principal Paying Agent</i>	Deutsche Bank AG, London Branch
<i>Trustee</i>	Deutsche Trustee Company Limited
<i>Joint Global Coordinators and</i>	Barclays Bank PLC, ING Bank N.V., London Branch and J.P. Morgan
<i>Joint Bookrunners</i>	Securities plc

<i>Joint Bookrunners</i>	Credit Suisse Securities (Europe) Limited, ICBC Standard Bank plc, Merrill Lynch International and RBC Europe Limited
<i>Listing and Trading</i>	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.
<i>Governing Law</i>	The Notes and the Trust Deed will be governed by the laws of England and Wales.
<i>Form</i>	The Notes will be in bearer form.
<i>Credit Ratings</i>	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.
<i>Selling Restrictions</i>	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.
<i>ISIN Code:</i>	[●]
<i>Common Code:</i>	[●]

RISK FACTORS

The following sets out certain aspects of the Group's financing documentation and the activities of the Group about which prospective holders of the Notes 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, whilst 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 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. 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 (such as British Airways which in 2016 accounted for approximately 44 per cent. of Heathrow Airport's aeronautical income (2015: 45 per cent.)) 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:

- shocks to the macroeconomic environment (including, any potential 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;
- wars, riots or political action;
- industrial action (including of airlines) that affects Heathrow Airport;
- 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 a 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 caused significant impact to airline schedules globally;
- acts of terrorism or cybersecurity threats and attacks;

- changes in domestic or international regulation, for instance international trade liberalisation developments such as Open Skies (as defined below);
- 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. For example, in relation to the risk of industrial action by key Group staff, the Group has a range of formal national and local consultative bodies to discuss pay, employment conditions and business issues with trade unions. The Group reached a pay agreement in 2016 that established a pay structure until 2019. The Group also maintains contingency plans aiming to mitigate impacts of potential strikes.

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 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 Crossrail services between Paddington and Heathrow Airport from May 2018, and between central London and Heathrow Airport from December 2019. 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 "critical", the 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, fewer airlines and passengers using Heathrow Airport, liability for damage or loss and the costs of repairing damage.

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.

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, 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 (including the potential expansion of Heathrow Airport) could result in projects overrunning budgets, disruption to Heathrow Airport's day-to-day operations, 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 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.

On 25 October 2016, the UK Government announced its decision to support the expansion of Heathrow Airport. The proposed expansion of Heathrow Airport is expected to include the construction of a new runway north west of Heathrow Airport, related enabling infrastructure and new taxiway systems, an additional main terminal and Satellite building, automated baggage facilities and passenger transit systems for ease of movement around Heathrow Airport (the "**North West Runway Scheme**"). The UK Government's decision follows the recommendation of the Airports Commission on 1 July 2015. The potential expansion of Heathrow Airport will be a development defined as a Nationally Significant Infrastructure Project ("**NSIP**") under the Planning Act 2008 (the "**Act**"). On 2 February 2017, the UK Government published a draft National Policy Statement ("**NPS**") for public consultation and scrutiny by the UK Parliamentary pursuant to the Act. The draft NPS provides planning policy support for the North West Runway Scheme.

The expansion of Heathrow Airport will require a number of steps, including but not limited to:

- the designation of the final NPS by the Secretary of State for Transport, expected to follow a vote on the final NPS in the UK Parliament;
- the grant of a Development Consent Order ("**DCO**") by the Secretary of State for Transport following a detailed application submitted by Heathrow and a public examination process;
- the grant of any other planning consents (including, for example, for early uses that must be displaced to facilitate development relating to expansion) and/or environmental licences and permits; and
- airspace change consent to make changes to the airspace around Heathrow Airport to support the North West Runway Scheme;
- sustained political support for the expansion of Heathrow Airport, in particular ahead of any designation of the NPS;
- engagement and formal consultation with Heathrow Airport's local communities and the wider public;
- engagement and formal consultation with Heathrow Airport's airline community;
- engagement and formal consultation with neighbouring and regional local authorities and other statutory bodies (including Transport for London, the Environment Agency and Natural England);
- engagement in relation to and influence of changes to regulation, legislation and government policy;
- engagement with the aviation industry;
- successfully defending legal or other challenges to the expansion of Heathrow Airport;
- accessing capital markets to fund the expansion of 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*’), the expansion of Heathrow Airport is necessarily subject to certain factors and processes outside the control of the Group.

Any failure to secure or deliver any of the necessary steps required in connection with the expansion of Heathrow Airport as expected could in turn prevent the potential expansion of Heathrow Airport and prevent the recovery of costs incurred by the Group in relation to expansion, which could in turn have a material adverse effect on the Group’s reputation, business, financial condition and results of operations.

Any delay in securing or delivering any of the necessary steps required in connection with the expansion of Heathrow Airport as expected could in turn delay the potential expansion of Heathrow Airport, and any such delay 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, as well as affect Heathrow Airport’s day-to-day operations, which could in turn have a material adverse effect on the Group’s reputation, 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, including tax obligations, 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, 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 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.

In July 2016, the trustee of the Pension Scheme concluded a formal actuarial valuation of the scheme. The valuation was carried out as at 30 September 2015 and took into account changes implemented to reduce the scheme’s liabilities. These changes were the introduction of an annual cap on future increases in pensionable pay for active members and a reduction in both the accrual rate for future service and inflationary increases for those future service pensions whilst in payment. The valuation indicated a scheme deficit of £228 million calculated using the trustees’ actuarial assumptions. As part of the valuation process, LHR Airports and the Pension Scheme’s trustee agreed that the annual deficit recovery payment into the Pension Scheme would decrease from £27 million to £23 million that is intended to eliminate the deficit by 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, variable aircraft movements and traffic congestion. 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.

Operations and passenger experience at Heathrow Airport depends 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 and catering. 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. In connection with sales of assets or shares, Heathrow (AH) as seller has been required to provide various warranties. 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 the 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*". 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 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.

A significant number of contracts for third-party IT systems and IT support important to the Group's operations are in the name of LHR Airports and would be terminable by the contract counterparties if LHR Airports were to become insolvent. While steps may be taken to seek to minimise the impact of such termination provisions, and there may be commercial reasons why the contract counterparties would not elect to terminate if they are being paid for the continued use of the relevant IT system or IT support, there is a risk that the Group's access to IT systems and IT support may be negatively affected by an insolvency of LHR Airports, which in turn could 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 statutory and moral 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 safety and 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.

REGULATORY RISKS

Heathrow is subject to economic regulation by the Civil Aviation Authority, which is subject to change.

Heathrow is subject to economic regulation that results in, among other things, the setting of the price caps on certain of its charges by the CAA. The CAA published its final decision in relation to economic regulation at Heathrow Airport for the period from 1 April 2014 to 31 December 2018, Q6, on 10 January 2014 which details CAA price controls for the period and pursuant to which the maximum allowable annual change to the yield per passenger will be RPI-1.5 per cent. In December 2016, the CAA published modifications to the licence issued to Heathrow (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 and rolling over the current price control of RPI-1.5 per cent. for the additional year. See "*Airport Regulation—Heathrow Price Regulation—Key Elements of the CAA's Q6 Decision*".

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 – SQR Scheme*".

The Group works to mitigate the risk of an adverse change to the economic regulation of Heathrow as a result of the CAA's reviews by having in place a dedicated project team to ensure full compliance with regulatory requirements and to establish and maintain a sound relationship with the CAA and advise the Group on regulatory matters. 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.

Under the legislative framework, Heathrow operates under a licence granted by the CAA. Heathrow's licence will remain in force in perpetuity, 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'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.

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 airport'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.

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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 a Code of Professional Conduct and 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.

FINANCING RISKS

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 Common Terms Agreement 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.

Risks of High Leverage

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.

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; 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. An inability to refinance its indebtedness could have a material adverse effect on the Group's business, financial condition and results of operations.

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.

The Group's ability to obtain deductions on interest incurred on external debt could be restricted

On 5 October 2015, the OECD published final recommendations for new, or amendments to existing, tax laws arising from its BEPS project (the "**OECD proposals**"). The OECD proposals include recommendations as to best practice concerning limits on the deductibility of interest expense for corporate tax payers, based on certain ratios of net interest expenditure to earnings before interest, tax, depreciation and amortisation ("**EBITDA**").

Draft legislation has been proposed which, if enacted as proposed, would limit the deductibility of interest expense for UK corporation tax payers potentially with effect from 1 April 2017. The draft legislation applies a fixed ratio rule which limits a group's UK tax deductions for net interest expense to 30 per cent. of UK "tax-based" EBITDA. The draft legislation also contains a group ratio rule which is intended to allow groups that are highly leveraged for commercial reasons to obtain a higher level of net interest deductions, up to a limit in line with the group's overall external gearing position, and a public infrastructure exemption aimed at ensuring that any restriction does not impede the provision of external finance used to fund taxable UK public infrastructure. There will be targeted exclusions for related party debt. Following engagement with HM Treasury and HM Revenue & Customs, the Group currently expects to be largely protected from the 30 per cent. cap imposed by the fixed ratio rule by virtue of the public infrastructure exemption and the group ratio rule.

The exact form of the final rules is unknown as at the date of this Prospectus. If the new rules restrict the ability of the Group or the Issuer to claim deductions for all or part of their interest expenses, this may have an adverse effect on the financial position of the Group or the Issuer. It is unclear what impact the UK general election will have on the content or implementation of the proposed legislation.

OTHER LEGAL RISKS

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

In a referendum held on 23 June 2016, the UK voted to leave the EU. On 29 March 2017 the UK formally began the process of leaving the EU by notifying the European Council of its intention to do so, under Article 50 of the Treaty on European Union ("**Article 50**"). Until the UK formally leaves the EU, it remains a member state of the EU and is bound by applicable EU laws and regulations.

It is, at this stage, uncertain to what extent EU laws and regulations will be applicable once the UK formally exits the EU, what transitional arrangements, if any, will be implemented while negotiations are on-going, and what arrangements will eventually exist between the UK and the EU, and the UK and other countries. It is therefore not possible at this point to determine the precise impact that the referendum, the UK's departure from the EU and/or any related matters may have on 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, a weakening pound and the introduction of new trade barriers, which may have a negative impact on Heathrow Airport's traffic and the cost of travel, and in turn the demand for air travel;
- market restrictions, including the UK losing its access to the single aviation market, which has removed commercial restrictions on fares and capacities for European airlines, loss of access for UK airlines to use intra-EU routes without permits or authorisation and the UK losing the benefit of other significant air service agreements, such as the Open Skies Agreement; and
- operational factors, including changes to aviation and general legislation and regulations, such as additional security and border controls and restrictions on the free movement of labour.

Any of these possible factors and restrictions 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, whether as a result of case law or through statute, changes in law, rules or regulations (including changes in tax regimes) applicable to the Group, or their interpretation or application, either generally or following any 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 or could have a material adverse effect on the Group's business, financial condition and results of

operations and/or could adversely affect the rights, priorities of payments and/or treatment of holdings in the Notes for Noteholders.

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 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 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 31 March 2017, the Issuer's subsidiaries had £16,756 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—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 2019 Notes, the 2025 Notes 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 and, until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, the terms and conditions of the 2019 Notes require that, subject to certain cure rights, Group RAR may not be greater than 90 per cent. as at any Relevant Testing Date. The terms and conditions of the Notes, the 2019 Notes, the 2025 Notes 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 2019 Notes, the 2025 Notes and the Issuer Facilities. This would permit the lenders under the Issuer Facilities to take certain actions, including declaring all amounts that the Issuer has borrowed under the Issuer Facilities 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 2019 Notes and the 2025 Notes. The lenders could also refuse to extend further credit under the Issuer Facilities. If the debt under the Issuer Facilities, the Notes, the 2019 Notes, the 2025 Notes 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 holders of Notes.

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 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 2019 Notes, the 2025 Notes 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 2019 Notes, the 2025 Notes, the Notes, any additional notes, the Issuer Facilities, any new credit facilities and certain hedging 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 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 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*".

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;

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;

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;

Heathrow Express means Heathrow Express Operating Company Limited;

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 2019 Notes and the 2025 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;

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 (unless further extended by the CAA);

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 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 [●] 2017.

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 deemed to 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 <http://www.heathrowairport.com/about-us/global/financial-information/heathrow-finance-plc-information> (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 2015 (pages 26 – 81 inclusive).
- Audited annual consolidated financial statements of the Issuer for the financial year ended December 2016 (pages 28 – 85 inclusive).
- Unaudited consolidated financial statements of the Issuer for the three months ended 31 March 2017 (all pages).
- Common Terms Agreement dated 18 August 2008 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 sectors 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.

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

References to the "**Heathrow Express rail service**" refer to both the express (non-stop) service and the stopping service, Heathrow Connect, unless specifically stated otherwise. 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 2016 and 2015, and for and as at the three months ended 31 March 2017 and 2016. The data for the three months ended 31 March 2017 has been extracted from the unaudited consolidated financial statements of the Issuer for the three months ended 31 March 2017, 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

	Three months ended 31 March	
	2017	2016
	(unaudited)	(unaudited)
	(£ millions)	(£ millions)
Revenue	655	642
Adjusted EBITDA	382	367
Operating profit.....	246	166
Profit/(loss) before tax	136	(39)
Taxation (charge)/credit	(31)	3
Profit/(loss) for the period.....	105	(36)
Interim dividends paid during the period.....	85	78
	Year ended 31 December	
	2016	2015
	(audited)	(audited)
	(£ millions)	(£ millions)
Revenue	2,807	2,765
Adjusted EBITDA	1,682	1,605
Operating profit.....	1,053	1,252
Profit/(loss) before tax	70	70
(Loss)/profit before tax.....	(207)	3
Taxation credit/charge		(4)
	80	1)
(Loss)/profit for the period.....	(127)	662
Interim dividends paid during the year	(616)	(209)

Consolidated Statement of Financial Position Data

	<i>As at 31 March 2017 (£ millions) (unaudited)</i>	<i>As at 31 December 2016 (£ millions) (audited)</i>	<i>2015</i>
Assets			
Non-current assets.....	14,423	14,583	14,095
Current assets.....	769	1,077	1,133
Of which term deposit and cash and cash equivalents.....	330	666	728
Total assets.....	15,192	15,660	15,228
Liabilities			
Non-current liabilities.....	(15,249)	(15,151)	(14,240)
Current liabilities.....	(1,288)	(1,949)	(1,521)
Total liabilities.....	(16,537)	(17,100)	(15,761)
Net liabilities.....	(1,345)	(1,440)	(533)

Consolidated Cash Flow Data

	<i>Three months ended 31 March</i>	
	<i>2017</i>	<i>2016</i>
	<i>(unaudited)</i> <i>(£ millions)</i>	
Cash generated from continuing operations	394	334
Net cash from operating activities.....	387	322
Net cash (used in)/from investing activities.....	(74)	47
Net cash (used in) financing activities.....	(564)	(326)
Net (decrease)/increase in cash and cash equivalents.....	(251)	43
Cash and cash equivalents at beginning of period.....	286	178
Cash and cash equivalents at end of period.....	35	221

	<i>Year ended 31 December</i>	
	<i>2016</i>	<i>2015</i>
	<i>(audited)</i> <i>(£ millions)</i>	
Cash generated from operations.....	1,654	1,589
Net cash from operating activities.....	1,597	1,579
Net cash used in investing activities.....	(432)	(1,173)
Net cash used in financing activities.....	(1,057)	(511)
Net increase/(decrease) in cash and cash equivalents.....	108	(105)
Cash and cash equivalents at beginning of period.....	178	283
Cash and cash equivalents at end of period.....	286	178

Debt, gearing and interest cover statistics

	<i>At 31 March 2017</i>	<i>2016</i>	<i>At 31 December 2016</i>	<i>2015</i>
	<i>(actual)</i> <i>(£ millions, unless otherwise stated)</i>			
Senior debt.....	10,724	10,689	10,828	10,795
Senior net debt.....	10,407	10,189	10,168	10,075
Senior and Junior net debt.....	12,147	11,884	11,908	11,745
Issuer debt.....	963	981	1,103	931
Issuer net debt.....	950	901	1,097	925
Group debt.....	13,427	13,365	13,671	13,396
Group net debt.....	13,097	12,785	13,005	12,670
Heathrow RAB.....	<u>15,323</u>	<u>14,911</u>	<u>15,237</u>	<u>14,921</u>
Senior RAR.....	67.9%	68.3%	66.7%	67.5%
Junior RAR.....	79.3%	79.7%	78.2%	78.7%
Group RAR.....	85.5%	85.7%	85.4%	84.9%
Senior ICR.....	N/A	N/A	3.12x	2.90x
Junior ICR.....	N/A	N/A	2.50x	2.36x
Group ICR.....	N/A	N/A	2.25x	2.12x

Notes

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

Key operating statistics

	<i>Three months ended 31 March</i>		<i>Year ended 31 December</i>	
	<i>2017</i>	<i>2016</i>	<i>2016</i>	<i>2015</i>
	<i>(unaudited)</i>		<i>(unaudited)</i>	
Number of passengers.....	17.2m	16.8m	75.7m	75.0m
Aeronautical income per passenger.....	£22.67	£23.17	£22.45	£22.67
Net retail income per passenger.....	£8.62	£8.10	£8.09	£7.58

USE OF PROCEEDS

The net proceeds of the issue of the Notes are expected to be used to repay existing indebtedness of the Group and/or its holding companies, in particular, when combined with new term loans of up to £100 million raised at ADI Finance 2 Limited (“**ADIF2**”), a holding company of the Group, to repay £310 million in existing term loans at ADIF2.

As at 31 March 2017, gross debt at the Issuer was £963 million, equivalent to 6.3 per cent. of Heathrow’s RAB at that date. The issuance of the Notes together with the expected use of proceeds outlined above, and the expected drawing of £75 million of term loans at the Issuer, will result in the amount of gross debt at the Issuer being approximately £1.313 billion (or [8.2] per cent. of Heathrow’s forecast RAB at the time) by the end of 2017.

CAPITALISATION

The following table sets out the actual consolidated cash and cash equivalents and debt of the Issuer at 31 March 2017 (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	3
Current borrowings – Security Parent and subsidiaries	836
Total current borrowings	839
Non-current borrowings – Issuer	
Bonds	510
Loans	448
Total at Issuer	958
Non-current borrowings – Security Parent and subsidiaries	
Bonds	10,817
Loans	1,115
Total at Security Parent and subsidiaries	11,932
Total non-current borrowings	12,890
Total debt	13,729
Cash and cash equivalents*	(330)
Total net debt	13,399

* Cash and cash equivalents include a further £295 million in term deposits.

BUSINESS

OVERVIEW OF HEATHROW AIRPORT

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 is Europe's busiest and the world's seventh busiest airport in terms of total passengers. In 2016 Heathrow Airport handled a record 75.7 million passengers. Heathrow Airport is the primary airport in London, which is the world's largest origin and destination aviation market with over 160 million passengers travelling to and from London annually (Source: CAA Airport Statistics for 2016). Heathrow Airport handles approximately 74 per cent. (in terms of seats) of all the UK's scheduled long-haul air traffic (Source: IATA Airport IS schedule for 2016) and its critical role in the global aviation industry is underlined by the fact that five of the top ten intercontinental long-haul routes globally pass through Heathrow Airport (Source: IATA Airport IS schedule for 2016).

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. In 2016, British Airways accounted for approximately 52 per cent. of Heathrow Airport's ATMs, oneworld 60 per cent. and Star Alliance 18 per cent. (Source: Heathrow).

Heathrow Airport is served by two parallel runways which together have maximum permitted ATMs of 480,000 per year. In 2016, Heathrow Airport operated at 98.6 per cent. of this limit.

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 £11 billion transforming Heathrow Airport since 2006, culminating in the opening of Terminal 5 in 2008 and Terminal 2: The Queen's Terminal in June 2014. Each of Heathrow Airport's four operational terminals is either new or recently refurbished. In 2016, the Group invested £674 million (2015: £627 million). In 2016, Terminal 2 handled 16.5 million passengers (2015: 16.7 million) and Terminal 5 handled 31.9 million passengers (2015: 33.1 million). Terminal 5 was awarded the World's Best Airport Terminal by Skytrax for five consecutive years up to and including 2016. Heathrow Airport was named "Best Airport in Western Europe" by Skytrax for the third time in 2017 and awarded ACI Europe's Best Airport Award for the third time in 2016.

In recent years, the Group has maintained a strong focus on operational performance, improving the passenger experience and investing in new and upgraded facilities. As a result, Heathrow Airport has risen to become one of the top performing major European hub airport in terms of overall passenger satisfaction. In 2016, 84 per cent. of passengers rated their Heathrow Airport experience as either "very good" or "excellent"- recognising the improvements delivered, including the opening of Terminal 5 and Terminal 2: The Queen's Terminal (2015: 81 per cent.).

The Group generated revenues of £2,807 million and Adjusted EBITDA of £1,682 million for the year ended 31 December 2016.

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 31 March 2017 ⁽³⁾	£15,323 million

**Passenger and Air Transport Movement statistics
as at or for the year ended 31 December 2016**

International/domestic passengers.....	94 per cent. (long haul: 52 per cent.; European: 42 per cent.)/ domestic: 6 per cent.
Business/leisure passengers ⁽⁴⁾	34 per cent./66 per cent.
Full-cost carriers/low-cost carriers ⁽⁵⁾	98 per cent./2 per cent.
Airlines	81 (main airlines: British Airways and Virgin Atlantic Airways)
Destinations	194
Air transport movement allowed annual capacity	480,000
Air transport movements	473,231
Passengers	75.7 million

Source: Heathrow.

(1) Except as otherwise indicated, data as at 31 December 2016.

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

(3) Source: Heathrow (SP) Limited results, three months ended 31 March 2017.

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

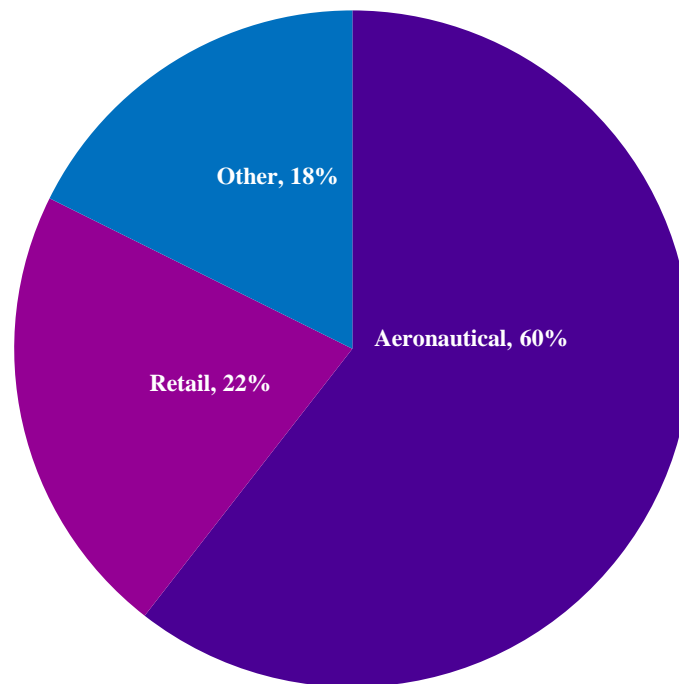
(5) Source: Heathrow

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. The CAA sets price caps on the charges Heathrow can levy on airlines for using the airport's facilities. The 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 £2,807 million total revenue of Heathrow by source for 2016.



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:

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.

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 tonnes, which includes nearly all commercial aircraft. These charges are adjusted, where applicable, in accordance with each aircraft's noise-rating, its emissions and the time of day, with landing charges at Heathrow Airport being higher during peak traffic times than off-peak traffic times.

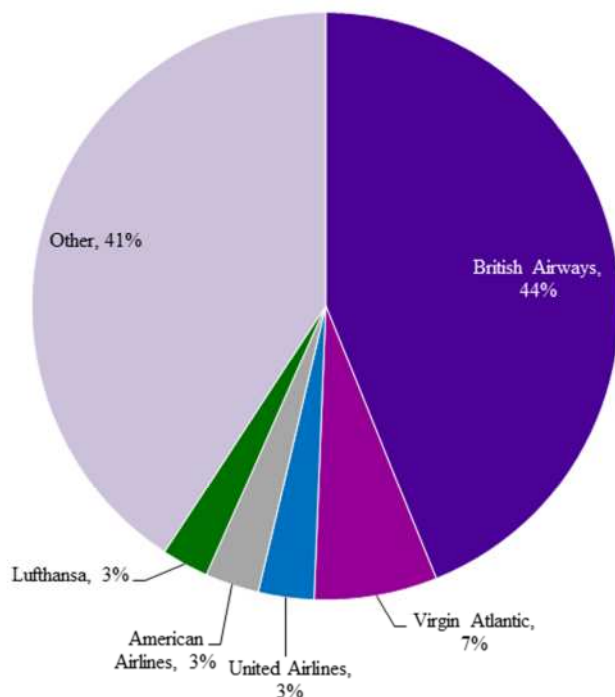
Parking charges

- 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 incur the minimum departure charge which applies when the departing passenger charge falls below this minimum level.

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. In 2016, British Airways accounted for approximately 52 per cent. of Heathrow Airport's ATMs, oneworld 60 per cent. and Star Alliance 18 per cent (Source: Heathrow).

The chart below represents the total aeronautical income⁽¹⁾ for Heathrow Airport by airline for 2016:



Source: Heathrow.

(1) 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 15 per cent. higher than any other city in the world (Source: Airports Commission Final Report, July 2015).
- In 2015, the UK was ranked eighth globally in the international tourist arrivals league and fifth for international tourism receipts (Source: World Tourism Organization).
- 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 2006 to 2016, passenger traffic through Heathrow Airport increased at a compound annual rate of 1.2 per cent. despite the effects of the major economic downturn in 2008 and 2009 (Source: Heathrow). Growth in air travel in the South East of England is expected to continue. Heathrow Airport accounts for approximately half of total passenger traffic in Greater London, with passenger traffic through the five major airports in the Greater London area at over 160 million passengers in 2016 (Source: CAA Airport Statistics for 2016).
- 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.

- Heathrow Airport is Europe's busiest airport and the world's seventh busiest in terms of total passengers.
- Heathrow Airport enjoys a unique market position in the UK, being the country's only hub airport and acting as the gateway to approximately 74 per cent. (in terms of seats) of all the UK's scheduled long-haul air traffic (Source: IATA Airport IS schedules for 2016).
- Heathrow is the largest UK port by value. Heathrow plays a critical role in the UK's international trade, being the largest UK port by value and handling over 30 per cent. by value of all UK exports outside the European Union (Source: UK Trade Info, Heathrow). In 2016, 1.54 million tonnes of cargo passed through the airport.
- Over half of Heathrow Airport's passengers 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 96 long haul destinations currently served from Heathrow Airport (Source: Heathrow). 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.

- Heathrow is subject to price regulation by the CAA. This involves the CAA setting caps every five years on the amount that Heathrow can charge airlines for using its facilities. The price caps are set taking 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 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.

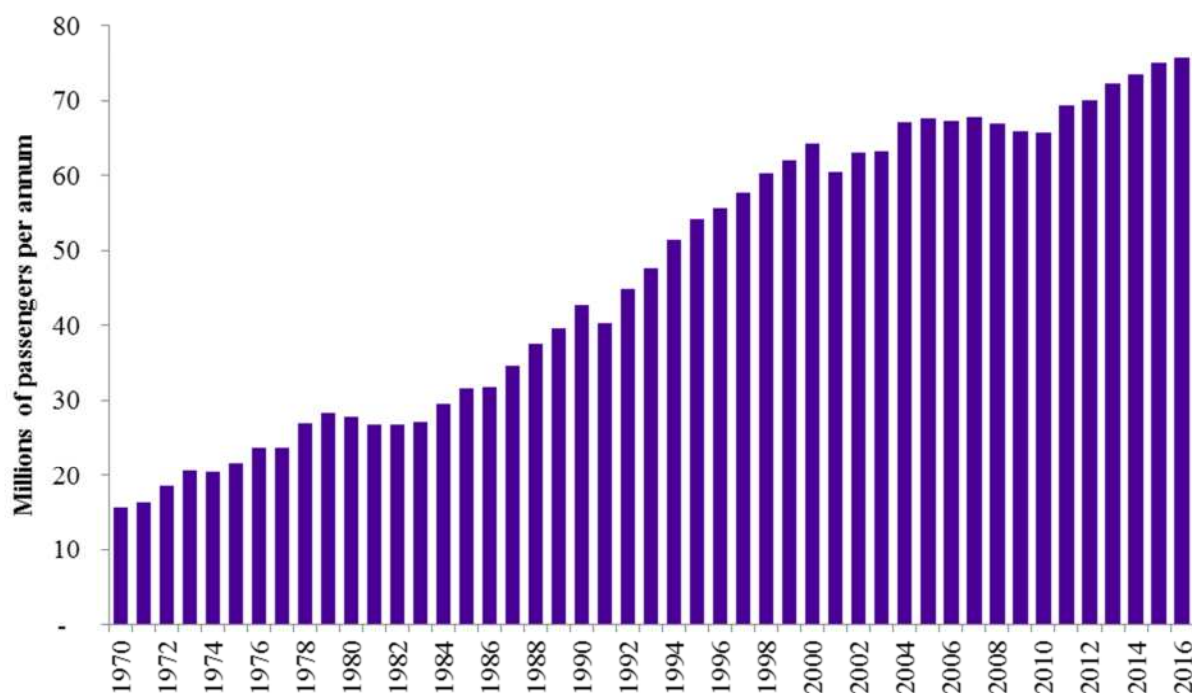
- Heathrow Airport has been resilient to economic downturns and other changes in the air travel market such as wars, acts of terrorism and the threat of pandemic illnesses. In recent years, demand for air travel in the UK has tended to return relatively quickly to historic levels following external shocks. The graph below shows that demand shocks in the UK, such as oil crises in 1973 and 1979, the first Gulf war in 1990, the terrorist attacks of 11 September 2001, the global financial crisis at its height in 2008 and 2009 and the closure of UK airspace in

2010, have been followed by periods of renewed growth bringing passenger numbers back to the pre-shock trend.

Heathrow has consistently demonstrated operational excellence

- Heathrow has proven 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.

Evolution of passenger traffic at Heathrow (1970-2016)



Source: Heathrow.

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's main customer and airline alliance represent a smaller proportion of operations than other European hub airports.

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.

HEATHROW'S STRATEGY

The Group's strategy is focused on developing Heathrow Airport's position 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, the Group will continue enabling the success of the major network airlines operating at Heathrow Airport by investing in further capacity, operational flexibility and resilience at sustainable charges for airline customers.

For both local and transfer passengers, Heathrow Airport is working 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 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 the 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 Q6 business plan and deliver a competitive return by growing revenue, reducing costs and delivering investments efficiently.
- **Sustainable growth:** working to operate and grow Heathrow Airport sustainably, now and in the future.

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.

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 a £2.5 billion investment in 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 increasing number of A380 aircraft operating at Heathrow Airport.

The terminal is home to all 24 Star Alliance member airlines operating at Heathrow Airport together with Aer Lingus, Germanwings, Eurowings and Icelandair. 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.

Heathrow Airport's terminal capacity is currently estimated to be 85 million passengers per year.

In parallel with the work on Heathrow's terminals, significant investment continues in Heathrow's baggage infrastructure. The underground automated baggage system between Terminal 3 and Terminal 5 is now fully operational, and the Terminal 3 integrated baggage system started operating in March 2015 and was 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 2016 Heathrow Airport operated at 98.6 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 travellers 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 Heathrow Connect "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 are expected in the future following the expected commencement of Crossrail services between Paddington and Heathrow Airport from May 2018, and between central London and Heathrow Airport from December 2019.
- 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 forecast for completion by 2024 and the proposed high-speed rail link between London and Birmingham (with a connection to Heathrow Airport) that is currently scheduled to be operational by 2026.
- 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 £11 billion since 2006 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.

The extension of Heathrow's current regulatory period by one year to 31 December 2019, rolling over the current price control of RPI-1.5 per cent. for the additional year (see "*Airport Regulation—Principles of Economic Regulation—Q6 Extension and H7*") is primarily intended to provide the CAA and other stakeholders sufficient time to understand the impact of an expanded Heathrow Airport and develop a coherent business plan for an expanded Heathrow Airport.

Capital expenditure for the Q6 regulatory period from 1 April 2014 to 31 December 2018 is currently forecast to be £2.9 billion in 2011/2012 prices. The proposed capital expenditure related to the one year extension to Q6 is under review with the airline community. 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. The capital plan for the period includes a £1 billion programme of asset management projects and a multi-million project to implement latest generation hold baggage screening equipment to comply with EU directives. Capital spend in 2017 is forecast to be in the region of £775 million.

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 2006 and 2016 are set out below.

Number of Passengers and ATMs, Heathrow Airport

	<i>Year ended 31 December</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>(%)</i>	<i>(thousands)</i>	<i>(%)</i>
2006.....	67.3	(0.5)	470.8	(0.3)
2007.....	67.9	0.8	475.7	1.0
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
Compound Annual Growth Rate, 2006-2016		1.2		0.1

Source: Heathrow.

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

Over the period from 2006 to 2016, traffic at Heathrow Airport increased by approximately 12 per cent. to 75.7 million passengers in 2016, an annual compound rate of 1.2 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 98.6 per cent. of its limit in 2016. As a result, 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 recent years, these factors have all contributed to deliver growth in passenger traffic. For example, the average seats per passenger aircraft have increased from 197.4 in 2012 to 211.5 in 2016. As a result, passenger traffic growth averaged 2.0 per cent. per annum between 2012 and 2016, a period during which Heathrow has achieved five consecutive years of record traffic. Specific drivers of the increase in seats per aircraft have included:

- the introduction by British Airways of larger aircraft to operate the slots it acquired through the purchase of bmi in 2012, which particularly underpinned Heathrow's traffic growth in 2013;
- the increase in utilisation of the A380 aircraft from around 351 ATMs per month in early 2011 to around 1,520 per month currently; and
- a programme by British Airways to introduce new generation seating on its short haul fleet that has enabled it to increase the number of seats on its short haul aircraft fleet, which particularly underpinned Heathrow's traffic growth in 2015.

In the five years prior to 2012, prior to the recent period of more robust growth, Heathrow'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.

In 2010, reported traffic declined a further 0.2 per cent. (compared to 2009) due to disruption from a number of exceptional events including closure of UK and European airspace in April due to ash from an Icelandic volcano. The impact of these events was estimated at a loss of up to 2.4 million passengers, resulting in underlying traffic growth of 3.4 per cent. in 2010.

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 20 per cent. from 32.8 million passengers in 2006 to 39.3 million passengers in 2016. European and domestic UK traffic was just 5 per cent. higher at the end of this period with its share of Heathrow Airport's total traffic declining from 50 per cent. of total traffic in 2006 to 47 per cent. in 2016.

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 2016:

Main Airline Customers for Heathrow

	<i>Year ended 31 December 2016</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.....	37.2	248.4	771.3	45
Virgin Atlantic Airways.....	3.4	15.6	87.8	5
Lufthansa.....	2.8	24.2	62.1	4
American Airlines.....	2.7	12.8	62.1	4
Aer Lingus.....	2.0	15.4	41.0	2

Source: Heathrow.

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

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 2016 totalled 39.9 million passengers

(2015: 39.3 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.

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 2016 totalled 4.2 million passengers (2015: 4.1 million).

Air Service Agreements and Open Skies

The rights of airlines to operate to and from Heathrow Airport are subject to bilateral 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 28 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.

OTHER OPERATIONS

Cargo and Mail Carriers

Heathrow Airport handles cargo and mail traffic although this forms a small part of Air Transport Movements. 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 2,467 all-cargo Air Transport Movements at Heathrow Airport in 2016 (2015: 2,396) (Source: Heathrow).

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. 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 contract that expires in 2083. 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 to be managed by Capgemini UK plc under a contract that commenced in 2011. The Group is currently planning the future of IT services for Heathrow Airport. SITA Networking UK Limited was appointed in January 2017 to provide certain network and telecommunications services.

Baggage

Baggage system operation and maintenance services for Heathrow Airport are provided by Babcock Airports Limited under a framework contract that commenced in 2013 for an initial term of 5 years which may be extended by a further 2 years.

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 follows the clear and unanimous recommendation of the Airports Commission on 1 July 2015, following nearly three years of consultation, evidence gathering and analysis. While the detailed design of an expanded Heathrow Airport is subject to engagement and public consultation through the planning and consenting process with Heathrow Airport's airline and local community, the proposed expansion of Heathrow Airport is expected to include the construction of a new runway north west of Heathrow Airport (the "**North West Runway**"), related enabling infrastructure and new taxiway systems, an additional main terminal and Satellite building, automated baggage facilities and passenger track transit 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. Expansion of Heathrow Airport is expected to enable at least an additional 260,000 ATMs per year to operate at Heathrow Airport, taking total ATMs up to 740,000 per year. This could in turn result in the total passenger numbers increasing to approximately 130 million per year over time.

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.

Heathrow is committed to implementing various measures including property compensation and environmental mitigation proposals that Heathrow had already outlined in its proposals during the Airports Commission process and thereafter, including on 11 May 2016 when Heathrow announced it will meet and, in most cases, exceed the conditions set out in the Airports Commission's recommendation for the expansion of Heathrow Airport.

On 29 September 2016, Heathrow announced plans, which are subject to consultation and express policy support to connect UK regions to growth quicker, including proposals for up to 25,000 more ATMs per year from 2021 on Heathrow Airport's existing runways, while the North West Runway is being built. It is expected that this early release of capacity will require early delivery of noise mitigation measures.

National Policy Statement and Development Consent Order process

The Planning Act 2008 (the "**Planning Act**") provides for the Secretary of State to designate a national policy statement to set out national policy in relation to one or more types of development, that meet a certain threshold and are therefore considered 'nationally significant', such as major airport development. As it meets the thresholds set out in the Planning Act, the expansion of Heathrow Airport is one of these 'nationally significant infrastructure projects' ("**NSIP**") which can benefit from policy support in the form of a national policy statement. In general, a national policy statement provides the national policy framework (that will typically include social, economic, and environmental matters) for

certain types of projects against which an application for development consent to construct and operate the project will be evaluated including strict policy tests that any future DCO (as defined below) application will need to comply with.

In February 2017, the UK Government published its draft Airports National Policy Statement (the “NPS”) outlining its policy for Heathrow Airport’s expansion. The publication started a 16-week public consultation on the draft NPS that is expected to conclude on 25 May 2017. A number of key policy tests and requirements are being consulted on which, as outlined above, are largely reflected in Heathrow’s plans, including:

- the provision of a community compensation fund for local communities impacted by the expansion of Heathrow Airport;
- the acquisition of residential properties affected by the North West Runway Scheme at a 25 per cent. premium above market value;
- the implementation of measures to mitigate noise, including a six and a half hour ban on scheduled night flights (currently five hours) with the exact timing of the ban to be determined through consultation;
- the provision of extensive insulation to properties around Heathrow Airport suffering new or increased noise impacts within specified levels;
- setting specific public and staff transport mode share targets to curb impacts on traffic congestion and air quality; and
- demonstrating the North West Runway Scheme can be delivered in compliance with legal requirements on air quality.

Parliamentary scrutiny of the draft NPS, via the Transport Select Committee, has run in parallel and is expected to run subsequent to the public consultation. A general election to be held in the UK in June 2017 means that parliamentary scrutiny is likely to recommence in late summer/early autumn of 2017, which may delay the submission of a final version of the NPS for a vote in the UK Parliament which had originally been expected to take place during the winter of 2017/2018. Assuming the required vote in favour, the Secretary of State for Transport is expected to then ‘designate’ the NPS. The designation of the final NPS can be subject to judicial review. The final NPS is expected to set planning tests and standards that any DCO application must meet. In general, a designated NPS provides the national policy framework for certain types of projects against which a planning and development decision can be made. It is expected to incorporate social, economic and environmental policies.

Following designation of the NPS, under the Planning Act, any development defined as a NSIP (such as the expansion of Heathrow Airport, an “airport-related development”) will require consent in the form of a DCO.

Heathrow, as a promoter of an NSIP which is covered by the Planning Act, will therefore need to apply for the grant of a DCO to the Secretary of State for Transport. The final NPS is expected to set planning tests and standards that any DCO application must meet. This process also requires Heathrow to follow a detailed pre-application procedure involving extensive publicity and consultation exercises. A DCO application is submitted via the National Infrastructure Directorate of the Planning Inspectorate (the “NID”) who process the application on behalf of the Secretary of for Transport. The Secretary of State for Transport will appoint an examining authority to examine publicly the application and make a recommendation to the Secretary of State, who will then make a final decision on whether to grant the DCO. The decision to grant a DCO can be subject to judicial review. The grant of a DCO combines a grant of planning permission along with other separate consents required to construct and operate a NSIP, such as the right of a scheme promoter to compulsorily acquire property within the geographic area required to implement a scheme. The DCO will not include consent to make the necessary changes to the airspace and flight paths serving Heathrow Airport, which is authorised via a separate airspace change process. The final application for airspace change consent is expected to be submitted after the DCO has been granted.

Heathrow is already working actively to develop its DCO application including preparing for an initial public consultation later in 2017 on its plans for the expansion of Heathrow Airport. As part of its DCO application, as noted above, Heathrow currently plans to consult on its current plans, including the implementation of measures to mitigate noise, including a proposed six and a half hour ban on scheduled night flights (currently five hours) with the exact timing of the ban to be determined through consultation.

In parallel with the NPS and DCO processes, significant activity is currently underway on other key aspects of expansion. These include changes to aerospace management, and airline engagement. Airline engagement is particularly focused on affordability and the scope to meet the common aspiration to maintain Heathrow Airport’s charges at the lowest possible level, which is also consistent with the UK Government’s proposals when it announced support for Heathrow expansion in October 2016.

In addition, 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 into three categories:

- Category A, these costs incurred prior to a decision by the UK Government to support expansion, these costs have been incurred by Heathrow before 25 October 2016;
- 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. Heathrow currently expects that approximately £250-300 million Category B costs will be incurred primarily between 2017 and 2020. 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 £10m 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 receipt of the DCO; and
- (iv) risk sharing under which either 105% or 85% 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 – Regulatory Framework'.

In January 2017, the CAA initiated consultation on its key priorities and timetable for the development of the regulatory framework for the expansion of Heathrow Airport and in particular, the regulatory treatment of Category C costs and financing of the construction programme. The CAA revealed four key priorities to be considered when developing the regulatory framework:

- (i) the North West Runway Scheme must be designed to promote the interests of consumers by engaging with airlines in a transparent and effective manner;
- (ii) cost estimates must be robust and their regulatory treatment must incentivise timely and efficient delivery of the project,
- (iii) Heathrow must develop proposals for efficient financing while the regulatory framework needs to be consistent with efficient financing, affordability and financeability; and
- (iv) affordability and financeability principles must apply to both existing operations and new runway and capacity expansion.

Responses to this CAA consultation were due by 14 March 2017 and a further consultation on the regulatory framework is expected in June 2017. In addition, the CAA intends to publish an update on the business plan expectations and outcomes for the next regulatory period in April 2017.

Regarding Heathrow's current regulatory period (Q6) and the next regulatory period (H7), *please see 'Airport Regulation – Heathrow Price Regulation – Q6 Extension and H7'*.

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 continuous descent approach, noise abatement procedures 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 aircraft operations at different times of day relative to the location of the activity on the airfield.

Air quality and carbon emissions regulation

Heathrow 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 December 2015, the Department of Environment, Food and Rural Affairs ("**Defra**") published a revised national air quality action plan which outlines necessary steps to bring the UK into compliance with EU law in the shortest time possible. Local air quality monitoring stations show that the immediate vicinity of Heathrow is already compliant with the nitrogen dioxide limit values. Defra's current plan demonstrates that areas in the vicinity of the airport (within 2 kilometres) will be compliant by 2020, ahead of the overall Greater London area which is not expected to be compliant until 2025. Following the most recent court judgement in the Client Earth air quality case against the UK Government, Defra announced in December 2016 that it plans to consult on a revised Air Quality Plan by the end of April 2017 and expects to publish a final plan by the end of July 2017.

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.

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.

During the course of 2016 Heathrow built on its Responsible Heathrow 2020 programme to develop a new strategy that delivers on the Group's ambition to take a clear leadership role on sustainability, including a more proactive approach to addressing sustainability across environmental, social and economic aspects by working with the Group's operational partners to make the community around Heathrow Airport one of the best places to live.

In February 2017, Heathrow launched "Heathrow 2.0", a new sustainability leadership strategy which aspires to make Heathrow Airport a centre of excellence for the aviation industry and contains ambitious goals to reduce the airport's and the industry's environmental impacts while maximising economic opportunities throughout the UK.

Heathrow 2.0 builds on all of Heathrow's previous sustainability initiatives and:

- puts forward targets to deliver a sustainable future for aviation;
- includes an aspiration to make growth from the new North West Runway at Heathrow Airport carbon neutral, and the use of 100 per cent. renewable electricity at Heathrow Airport from 2017 in a major step toward creating a zero-carbon airport;

- proposes establishing an airside ultra-low emission zone by 2025, to improve quality of life through cleaner air;
- outlines new initiatives for the benefit of local communities – including a voluntary Quiet Night Charter seeking to at least halve by 2022 the number of flights on non-disrupted days leaving late after 11:30pm;
- launches a “Fly Quiet and Clean” league table, which will publicly rank airlines according to their noise and emissions; and
- aims to deliver a better working place for colleagues by creating 10,000 apprenticeships by 2030 with the North West Runway, and publishing a roadmap in 2017 setting out how to transition Heathrow’s supply chain employees working at Heathrow Airport to be paid the London Living Wage.

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.

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 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.

Aircraft noise management

Heathrow’s approach to aircraft noise management is set out in its Environmental Noise Directive Noise Action Plan 2013-2018 (“**ENDNAP**”). 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.

In 2014, Heathrow established the Heathrow Noise Forum, now called the Heathrow Strategic Noise Advisory Group, that brings together representatives from the Department for Transport, the CAA, National Air Traffic Control, IATA, British Airways, noise pressure group HACAN, local authorities and Heathrow and seeks to foster collaboration in noise management at the airport. In 2015, Heathrow also established the Heathrow Community Noise Forum (HCNF) 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.

Heathrow launched a second Blueprint for noise reduction in August 2016 which challenges Heathrow and its partners to collaborate to be quieter, sooner. The blueprint builds on the actions set out in the ENDNAP and sets out measures to reduce noise including a new charging structure to encourage the quietest aircraft, retrofitting A320 aircraft to make them quieter, continuous descent approach, potential use of steeper descents on arrivals and delaying the lowering of landing gear. It also includes proposals for a new voluntary Quiet Night Charter and ventilation fit-outs at local schools. With the introduction of fifty new noise monitors, a new noise reporting format has been developed by the HCNF. Finally, Heathrow has launched a world-first web-based tool, xPlane, that allows individuals to conduct a “gate analysis” over their homes.

Sustainability, improving air quality and reducing carbon emissions

In February 2017, Heathrow launched “Heathrow 2.0”, a plan for sustainable growth which builds on Heathrow’s previous sustainability initiatives (detailed above).

In 2015 Heathrow published an updated Energy Strategy that supports its long-term commitment to reduce carbon dioxide emissions from energy used in operating fixed infrastructure by 34 per cent. from 1990 levels by 2020. Advances in technology, operations and alternative fuels have helped Heathrow make a 27 per cent. saving on carbon emissions since 1990 to date, despite major infrastructure developments including the opening of Terminal 5 and Terminal 2 over this period. Heathrow has recently achieved ISO 50001 accreditation for its energy management system. A focus and investment in energy efficiency has helped Heathrow to cut electricity consumption by 70GWh in the last four years as part of an on-going programme of measures including LED lighting installation, improved controls and more efficient assets. Energy efficiency standards for new buildings and infrastructure have been strengthened. 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 the new Energy Centre and supplies the new Terminal 2. As part of Heathrow 2.0, Heathrow continues to pursue these objectives by aiming to operate a zero carbon airport infrastructure (such as, buildings and other fixed assets) by 2050 with clear interim targets and to incentivise lower carbon flights to use expanded capacity by developing proposals for ‘green slots’ on the third runway.

In April 2016, Heathrow launched its second blueprint for reducing emissions to help play its part in improving air quality around Heathrow Airport (as well as reducing carbon emissions). This builds on Heathrow's 2011-2020 Air Quality Strategy and Action Plan and includes actions to further reduce emissions from aircraft at the gate and encouraging airlines to phase out their older aircraft. It also aims to improve taxiing efficiency, both through upgrading Heathrow Airport's taxiway system and by encouraging airlines to reduce the number of engines running during taxiing. Heathrow is also leading the way in the airport community by cutting emissions on its airside vehicle fleet and pooling ground support equipment. Around the airport, Heathrow is working to incentivise low-emission vehicles and provide more electric vehicle charging points. Heathrow is also working with partners to champion a joint approach to reducing emissions from road traffic in the Heathrow area and is working with Transport for London and other stakeholders to formulate a regional strategy for air quality.

In addition, for many years Heathrow has actively encouraged use of more sustainable transport by passengers and people working at Heathrow Airport. This is reflected in Heathrow operating the world's largest single-site car sharing scheme, the UK's first publicly accessible hydrogen refuelling site and an unrivalled public transport system linking passengers to surrounding communities and central London (including free travel in the vicinity of Heathrow Airport paid for by Heathrow). These projects were recognised and commended in June 2015 when Heathrow was awarded the Eco-Innovation Award by ACI Europe. Further significant developments in alternatives for surface access to Heathrow are expected in the coming years particularly with the expected commencement of Crossrail services between Paddington and Heathrow Airport from May 2018, and between central London and Heathrow Airport from December 2019. 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 seeks to achieve Level 3 Carbon Trust Supply Chain Accreditation by 2020 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 faces costs related to environmental, health and safety and planning considerations"*.

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 most of its own staff directly (with some staff being provided by LHR Airports).

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 £0.5 million in the 12 months ended 31 December 2016 (2015: £1.1 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 servicer 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, Normand Boivin, 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 Normand Boivin, 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 Risks – 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 Express has 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 Express rail service; 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 captive insurance companies owned by or affiliated with LHR Airports or its ultimate shareholders.

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 scheme 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 trustees of the Pension Scheme. Employer contributions into the defined contribution pension scheme are 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 directors of the corporate trustee comprise three elected employee representatives, one pensioner representative and four LHR Airports nominated trustees. In addition, the scheme rules require the appointment of an independent trustee (currently fulfilled by Law Debenture Trust Company). As at 31 December 2016, the Pension Scheme had 3,301 current 'active' members, 8,930 pensioners (including pensions paid to surviving partners and dependents) and 5,106 deferred pensioners.

The most recent actuarial valuation of the Pension Scheme, undertaken by its trustee as at 30 September 2015, indicated a scheme deficit of £228 million calculated using the trustees' actuarial assumptions. As part of the valuation process, LHR Airports and the Pension Scheme's trustees agreed that the annual deficit recovery payment into the Pension Scheme would decrease from £27 million to £23 million and apply until 2022. In addition, in respect of future accrual of benefits, LHR Airports would contribute approximately 23 per cent. of basic salary and shift pay, which is estimated to be £26 million for 2017.

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.

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.

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 2016 the Pension Scheme had a deficit of £79 million compared to a £104 million surplus at 31 December 2015, both as measured under IAS19. The £183 million change is due to net actuarial losses of £219 million, partly offset by contributions in excess of current service cost of £34 million, including £25 million for agreed deficit repair contributions.

The cost to the Heathrow Airport Holdings Group of contributions to defined contribution pension schemes in 2016 was approximately £10 million (2015: £8 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

Regulatory Framework

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 Quinquennia. 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.

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 regulation, in that Heathrow has an incentive to outperform the price control by means of attracting more passengers, reducing operating costs or delivering higher commercial revenues than forecast. 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.

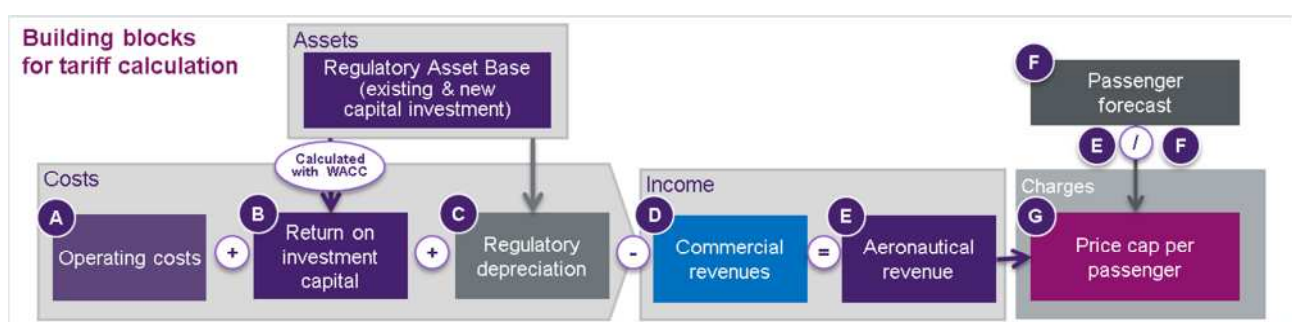
The Price Cap

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 for a Quinquennium.

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 any profiling adjustment. The profiling adjustment is a mechanism used to smooth charges that might otherwise occur as a result of major investments. 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 and the rate of growth in demand for airport services.

While the price cap places a limit on the increase in the airport charges yield, Heathrow has the discretion on whether to price to the maximum permitted level. Therefore, Heathrow can choose to price charges below the cap. 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 £19 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 prices 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—SQR 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 calculated a forecast of 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 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.

The CAA does not update the value of the RAB during each Quinquennium. 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 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 was 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 and H7

In July 2016 the CAA launched a consultation on the potential extension of Q6. The CAA argued that extending Q6 would reduce the risk of a sub-optimal process to agreeing future price period conditions due to the uncertainty regarding potential new runway capacity.

Following this process, in December 2016, Heathrow’s licence was modified (which took effect from 1 February 2017) to extend Heathrow’s current regulatory period (which previously ran from 1 April 2014 to 31 December 2018) 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.

The CAA has indicated it is open to considering a further one year extension of Heathrow’s current regulatory period to 31 December 2020 and has committed to making a decision on this by 30 June 2017.

On 1 March 2016, the CAA published its “Strategic Themes for the Review of Heathrow Airport’s Charges (H7)” document. This document set out the CAA’s key milestones and details four key priorities for the next regulatory period (“H7”) which will commence once Q6 expires. The four priorities are ‘empowering consumers and furthering their interests’, incentivising the right consumer outcomes’, increasing airport resilience’ and ‘promoting cost efficiency and financeability’. The CAA’s document highlighted potential regulatory arrangements that could apply in H7, including a potential move from RPI to CPI regulation. The CAA’s consultation closed at the end of April 2016.

Following its decision to extend Q6 by one year, the CAA has issued a revised timetable for H7. The CAA is due to issue a policy update in April 2017, setting out its latest thinking on the framework for the H7 review.

SQR Scheme

Heathrow’s licence for Q6 includes a service quality rebate (“SQR”) scheme similar to the SQR scheme that applied during Q5 with defined service targets for a range of services relating to passengers’ experience such as security queuing times, departure lounge seat availability, cleanliness, way-finding, flight information, arrivals baggage reclaim availability, the availability of equipment such as lifts, escalators and people movers and the availability of and access to infrastructure such as Piers, jetties and stands. The service standards cover other areas such as airfield congestion.

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 reclaim 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 2016, Heathrow incurred total rebates of £9 million (approximately 0.2 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 SQR 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 SQR 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 holding 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 license 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.

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:

Lord Paul Deighton, Chairman
Akbar Al-Baker, Qatar Holding LLC appointee
Sheikh Ahmed Bin Fahad Al-Thani, Qatar Holding LLC appointee
Stuart Baldwin, Government of Singapore Investment Corporation appointee
Benjamin Bao, China Investment Corporation appointee
Christopher Beale, Alinda Capital Partners appointee
David Begg, independent non-executive director
Olivier Fortin, Caisse de dépôt et placement du Québec appointee
Jorge Gil Villen, Ferrovial S.A. appointee
Rachel Lomax, independent non-executive director
Ernesto Lopez Mozo, Ferrovial S.A. appointee
Fidel Lopez, 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.

Normand Boivin, Chief Operating Officer

Normand was appointed Chief Operating Officer in August 2011. He was previously Operations Director for Aéroports de Montréal and has had 30 years' experience in the aviation industry. Normand was also previously Vice-President of Operations of Montréal's two international airports, Facilities Development Director at Montréal Dorval Airport and General Manager at Québec City Airport.

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 & Wireless. Emma is also a non-executive director of South East Water Limited.

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 Andrew Efiang. 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

£275 MILLION NOTES DUE 2019 AND £250 MILLION NOTES DUE 2025

On 14 December 2012, the Issuer issued £275 million 5.375 per cent. Senior Secured Notes due 2019 (the “**2019 Notes**”). On 16 October 2014, the Issuer issued £250 million 5.75 per cent. Senior Secured Notes due 2025 (the “**2025 Notes**”). The 2019 Notes and the 2025 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, the definition of Permitted Holders and the Group RAR financial covenant. The 2019 Notes and the 2025 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 three loan facility agreements in respect of (i) facilities of £175 million with various maturities up to 2025 (the “**2014 Issuer Facility**”); (ii) facilities of £200 million with various maturities up to 2025 (the “**2016 Issuer Facility**”) and (iii) a facility of £150 million maturing in 2028 (the “**2016 Issuer Facility 2**” and (i), (ii) and (iii) together, the “**Issuer Facilities**”). The Royal Bank of Scotland plc and Lloyds Bank plc act as agents 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, 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 three business days' prior notice to the agent. Amounts prepaid may not be reborrowed.

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 at a rate per annum equal to LIBOR plus the applicable margin and any mandatory cost.

The applicable margins for Facility A, Facility B and Facility C of the 2014 Issuer Facility are 2.75 per cent. per annum, 3.00 per cent. per annum and 3.55 per cent. per annum, respectively. The applicable average margins for Facility A, Facility B and Facility C of the 2016 Issuer Facility 1 are 3.00 per cent. per annum, 3.15 per cent. per annum and 3.45 per cent. per annum, respectively. The applicable margin for the 2016 Issuer Facility 2 is 3.75 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 2019 Notes, the holders of the 2025 Notes 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 2019 Notes, the 2025 Notes, 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*”) *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*”) not greater than 92.5 per cent.; and (ii) a Group ICR (as defined in “*Terms and Conditions of the Notes*”) 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*”.

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.

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 2019 Notes, the trustee for the 2025 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 2019 Notes and the holders of the 2025 Notes, 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 2019 Notes and the holders of the 2025 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 2019 Notes, the trust deed for the 2025 Notes, the Trust Deed 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 2019 Notes, the trust deed for the 2025 Notes 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 under the Issuer Facilities;
- 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 2019 Notes or the holders of the 2025 Notes) 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 2019 Notes, the obligations under the trust deed for the 2025 Notes, the Trust Deed, 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 2019 Notes and the holders of the 2025 Notes, 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 2019 Notes and the 2025 Notes, the trustee or agent under any additional bonds or additional credit facilities permitted by the Trust Deed and the Intercreditor Agreement, 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 31 March 2017, the Senior Borrower Group had indebtedness totalling £12,252 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 the 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 prior to 1 April 2018 is, or is estimated to be, more than 0.70 and thereafter is, or is 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 Senior Bonds;
- (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 Group Indebtedness will act in accordance with the relevant provisions of the STID.

Hedging Policy

The Senior Borrowers 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 Group Indebtedness 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 £[250] million [●] per cent. Senior Secured Notes due [●] (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 [●] 2017 (“**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 22 May 2017. 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 [●] (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 either 90 per cent. until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, or 92.5 per cent. thereafter; 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 either 90 per cent. until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, or 92.5 per cent. thereafter, 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 (clauses (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, [●] 2017 at the rate of [●] per cent. per annum, payable semi-annually in arrear 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 2018, will be in respect of the period from and including [●] 2017 and will amount to £[●] per principal amount of £1,000 per Note. Each payment of interest thereafter, in respect of each Interest Period from and including 1 March 2018 to but excluding 1 September [●], will amount to £[●] per principal amount of £1,000 per Note. The final payment of interest, to be made on [●], will be in respect of the period from and including [●] to but excluding [●] and will amount to £[●] 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 30 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 clause (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 clause (b)(i) above, and such certificate as sufficient evidence of the satisfaction of the condition precedent set out in clause (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 clause (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 clause (A) or (B) above in respect of Financial Indebtedness if the aggregate amount of all Financial Indebtedness falling within clauses (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 clause (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 clause (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) (*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 and that failure 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 and that failure 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 and that failure 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 (*Limitation on Financial Indebtedness*)) 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

“**2019 Notes**” means £275 million notes due 2019.

“**2025 Notes**” means £250 million notes due 2025.

“**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, 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 [●]², plus all required interest payments that would otherwise be due to be paid on such Note during the period between the redemption date and [●]³, 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.

¹ Date occurring 3 months prior to Maturity Date

² Date occurring 3 months prior to Maturity Date

³ Date occurring 3 months prior to Maturity Date

“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 clause (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 in effect on the date of the Trust Deed.

“**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 either 90 per cent. until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, or 92.5 per cent. thereafter;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*).

“**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 and 5 October 2016 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, be 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 sub-clause (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 clause (a)(vi) of Condition 11 (*Events of Default*)), any amount in respect of any pension deficit of any member of the Group); and
- (l) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (k) above.

“**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 [●]⁴; *provided, however*, that if the period from the redemption date to [●]⁵ 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 [●]⁶ 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

⁴ Date occurring 3 months prior to Maturity Date

⁵ Date occurring 3 months prior to Maturity Date

⁶ Date occurring 3 months prior to Maturity Date

(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.

“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 sub-clause (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 in effect on the date of the Trust Deed.

“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 [●].

“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 either 90 per cent. until such time as the 2019 Notes either mature, are repaid or consent is obtained to amend the Group RAR restrictions, or 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 2019 Notes;
- (c) arising under the 2025 Notes;
- (d) arising in respect of any Permitted Borrower Debt;
- (e) which are Hedging Liabilities or Parent Liabilities; or
- (f) 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 (*Limitation on Financial Indebtedness*);

- (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 sub-clauses (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 30 June 2017 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 clause (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 depositary 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.

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 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 UK Listing Authority and are admitted to trading on the London Stock Exchange.

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 above description of the UK withholding 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.

The references to “interest” above mean “interest” as understood in UK tax law. 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 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”.

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.

Broadly, where the Notes are issued with accrued interest for which the Noteholder has paid an additional sum as part of the Issue Price, the interest subsequently received by the Noteholder, will, for the purposes of the Scheme, be deemed to be reduced by an amount corresponding to such additional sum.

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 SDRT

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 “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Barclays Bank PLC, ING Bank N.V., London Branch, J.P. Morgan Securities plc, Credit Suisse Securities (Europe) Limited, ICBC Standard Bank plc, Merrill Lynch International and RBC Europe Limited (together, the “**Managers**”) have, pursuant to a subscription agreement (the “**Subscription Agreement**”) dated [●] 2017, jointly and severally agreed to subscribe the Notes at the issue price of [●] 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.

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.

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, other than certain of the Managers acting as lenders under the Issuer Facilities.

GENERAL INFORMATION

Authorisation

The creation and issuance of the Notes has been authorised by a resolution of the Issuer's board of directors, dated 22 May 2017.

Listing

Application has been made to the UKLA 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 £17,000.

Clearing Information

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate ISIN for this issue is [●] and the Common Code is [●].

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 2016, and no significant change in the financial or trading position of the Issuer or the Group since 31 March 2017.

Litigation

Heathrow, as the claimant, has applied to the High Court for a judicial review the Office of Rail and Road's decision of 27 May 2016 in connection with the charging framework for the Heathrow Spur. Permission to claim judicial review was granted on 18 October 2016, and the hearing took place on 21, 22 and 23 February 2017 with the judgement expected imminently. If the judicial review is determined in favour of Heathrow, this will assist in protecting the Security Group's interests in connection with the operation of the Heathrow Express rail service and the right to recover long-term costs associated with the financing and establishment of the railway.

Other than as set out above:

- (i) 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;
- (ii) there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Heathrow 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 Heathrow or its subsidiaries;
- (iii) there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Group 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 Group;

- (iv) there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Heathrow (AH) 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 Heathrow (AH);
- (v) there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Heathrow Express 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 Heathrow Express.

Auditors

The financial statements as at and for the years ended 31 December 2015 and 31 December 2016 incorporated by reference in this Prospectus have been audited by Deloitte LLP, chartered accountants of 2 New Street Square, London, EC4A 3BZ to the Issuer.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the following documents will be available for inspection from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in London:

- (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 2015 and 31 December 2016;
- (c) the unaudited consolidated financial statements of the Issuer for the three months ended 31 March 2017;
- (d) a copy of this Prospectus; and
- (e) the Trust Deed, the Agency Agreement, the Intercreditor Agreement and the Security Agreement.

Yield

The yield of the Notes is [●] per cent. per annum 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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