

YOUR LONDON AIRPORT *Gatwick*

To: Deutsche Trustee Company Limited as Borrower Security Trustee and Issuer Security Trustee

From: Gatwick Airport Limited as Borrower

13 November 2020


**Amendment Agreement dated 21 September 2020
between the Obligors and Deutsche Trustee Company Limited
relating to a Master Definitions Agreement and Common Terms Agreement each originally
dated 15 February 2011**


Capitalised terms not defined in this certificate have the meaning given to them in the Master Definitions Agreement.

1. We refer to the Amendment Agreement. This is a certificate provided pursuant to Clause 4.1(iii) (*Quarter End Date Information Undertaking*) of the Amendment Agreement.
2. We further refer to the presentation dated 13 November 2020 and entitled "*Quarterly information package to secured creditors*" (available at <https://www.gatwickairport.com/business-community/about-gatwick/investor-relations/other-financial-documents> (the "**Quarterly Information Package**") and confirm that:
 - (a) to the best of our knowledge after verification, the historic information provided in the Quarterly Information Package is accurate in all material respects (it being acknowledged that the consolidated, audited annual financial statements of the Obligors and the Issuer are required to be produced within 120 days after the end of each financial year and therefore may not be available at the time of certain calculations and therefore the financial ratios provided on page 4 (*Covenant Ratios update*) of the Quarterly Information Package may differ from those subsequently reported in Compliance Certificates and Investor Reports in accordance with the Common Terms Agreement); and
 - (b) any forecasts provided in the Quarterly Information Package were prepared by the Borrower on the basis of reasonable assumptions that were fair (as at the date of the certificate) and were arrived at after careful consideration and, as at the relevant date, were consistent in substance (although, for the avoidance of doubt, not necessarily in manner or style of presentation) with the requirements of the Applicable Accounting Principles (it being acknowledged that such forecasts are subject to uncertainties and contingencies, many of which are beyond the Obligors' control, and that they may differ from actual results).

YOUR LONDON AIRPORT

Signed:


Stewart Wingate
Chief Executive Officer


Nicholas Dunn
Chief Financial Officer

Signing without personal liability for and on behalf of
Gatwick Airport Limited as Borrower

Amendment Agreement dated 13 November 2020 between the Obligors and Deutsche Finance Company Limited relating to a Master Definition Agreement and Common Terms Agreement each originally dated 15 February 2011

Capitalised terms not defined in this certificate have the meaning given to them in the Master Definition Agreement.

1. We refer to the Amendment Agreement. This is a certificate provided pursuant to Clause 4.1(iii) (Quarter End Date Information Undertaking) of the Amendment Agreement.

2. We further refer to the presentation dated 13 November 2020 and entitled "Quarterly Information Package" to relevant creditors" (available at <https://www.gatwickairport.com/info/about-gatwick-investor-relations/quarterly-information-packages>) and confirm that:

(a) to the best of our knowledge after verification, the historic information provided in the Quarterly Information Package is accurate in all material respects (it being acknowledged that the consolidated audited annual financial statements of the Obligors and the latter are required to be produced within 120 days after the end of each financial year and therefore may not be available at the time of certain calculations and therefore the financial ratios provided on page 4 ("overview ratios") of the Quarterly Information Package may differ from those subsequently reported in Company Reports and Investor Reports in accordance with the Common Terms Agreement); and

(b) any forecasts provided in the Quarterly Information Package were prepared by the Borrower on the basis of reasonable assumptions that were fair (as at the date of the certificate) and were arrived at after careful consideration and, as at the relevant date, were constant in substance (although, for the avoidance of doubt, not necessarily in manner or style of presentation) with the requirements of the Applicable Accounting Principles (it being acknowledged that such forecasts are subject to uncertainties and contingencies, many of which are beyond the Obligors' control, and that they may differ from actual results).