

MG01

Particulars of a mortgage or charge

134714/13

IRIS Laserform

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is not for

You cannot use this form to register
particulars of a mortgage or charge
in Scotland or the Republic of Ireland
form MG01s

WEDNESDAY



L11

L252CDNL

27/03/2013

COMPANIES HOUSE

#101

please
visit
gov.uk

1

Company details

Company number 08388465

Company name in full ALDER HEY HOLDCO 1 LIMITED

("Chargor")

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 21/03/2013

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Fixed and Floating Security Document (the "**Security Agreement**") dated 21 March 2013 between
the Chargor and Prudential Trustee Company Ltd (the "**Security Trustee**" as Security Trustee
(which expression include its successors in title, permitted assigns and permitted transferees) for
the benefit of the Secured Creditors) and Alder Hey HoldCo 2 Limited ("**HoldCo 2**" and, together
with the Security Trustee, the "**Beneficiaries**")

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The "**Liabilities**" which are defined in the Security Agreement as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by the Chargor to any Secured Creditors under or
in connection with any Finance Document (in each case, whether
alone or jointly, or jointly and severally, with any other person,
whether actually or contingently and whether as principal, surety or
otherwise) and/or the HoldCo 2 Debt

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name PRUDENTIAL TRUSTEE COMPANY LTD /

Address Laurence Pountney Hill

London

Postcode E C 4 R O H H

Name ALDER HEY HOLDCO 2 LIMITED /

Address 1 Kingsway

London

Postcode W C 2 B 6 A N

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation pages

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X *Unblacked up*

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name ROK LASAN

Company name LINKLATERS LLP

Address One Silk Street

Please return
via
CH London Courier

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country England

DX DX 10 London/City

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R. Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of

- (a) the Security Trustee by way of first ranking fixed charge, and
- (b) HoldCo 2 by way of second ranking fixed charge, to the extent applicable by law, all its rights, title and interest in belonging to it at the date of the Security Agreement and acquired by it in the future
 - (i) Real Property,
 - (ii) Book Debts,
 - (iii) Bank Accounts (except to the extent assigned by Clause 5 (*Assignment*) of the Security Agreement),
 - (iv) Investments,
 - (v) uncalled capital and goodwill,
 - (vi) Intellectual Property,
 - (vii) beneficial interest in any pension fund,
 - (viii) plant and machinery (except to the extent mortgaged or charged by the Security described in paragraphs 1(a) or 1(b) above), and
 - (ix) any contracts or policies of insurance taken out by or on behalf of the Chargor (except, in relation to the Insurances, to the extent assigned by Clause 5 (*Assignment*) of the Security Agreement) and all related proceeds, claims of any kind, returns of premium and other benefits

2 Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of

- (a) the Security Trustee by way of first ranking floating charge, and
- (b) HoldCo 2 by way of second ranking floating charge, to the extent applicable by law,

its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 above)

3 Assignment

The Chargor, with full title guarantee, assigned absolutely to the Security Trustee (as security for the payment of all Liabilities) all its present and future

- (a) right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of

receivable or received by the Chargor, under or in connection with pursuant to the Assigned Contracts,

- (b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances), and
- (c) right, title and interest in and to the Assigned Accounts

Note (1):

In this Form, except to the extent that the context requires otherwise

"Acceding Party" means any person which has become a party to the Intercreditor Agreement by executing a Deed of Accession and otherwise complying with Clause 16 (*Changes to the Parties*) of the Intercreditor Agreement

"Account Bank" means, as at the day of the Common Terms Agreement, Sumitomo Mitsui Banking Corporation Europe Limited as holder of the Project Accounts or such other bank as may be appointed in accordance with the terms of the Common Terms Agreement and the Account Bank Agreement

"Account Bank Agreement" means the account bank agreement dated on or about the date of the Common Terms Agreement between ProjectCo, the Account Bank and the Intercreditor Agent

"Arrangers" means EIB and M&G Investment Management Limited and "Arranger" means any of them

"Assigned Accounts" means each Bank Account listed in Schedule 6 (*Assigned Accounts*) of the Security Agreement

"Assigned Contracts" means the contracts and documents listed in Schedule 3 (*Assigned Contracts*) of the Security Agreement

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Security Agreement or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Agreement or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Agreement or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Common Terms Agreement" means the Common Terms Agreement relating to the Children's Health Park at Alder Hey Hospital, Liverpool, entered into by the Chargor, the Senior Lenders and the Security Trustee, amongst others

"Construction Contractor Direct Agreement" has the meaning given to it in the Common Terms Agreement

"Deed of Accession" means a deed substantially in the form set out in Schedule 1 (*Form of Deed of Accession*) of the Intercreditor Agreement

"Direct Agreements" means

- (a) the Trust Direct Agreement,
- (b) the Construction Contractor Direct Agreement, and
- (c) the Service Provider Direct Agreement

"EIB" means the European Investment Bank

"EIB Finance Contract" means the finance contract dated on or about the date of the Common Terms Agreement between EIB, the Chargor and ProjectCo

"Facility Agent" means M&G Investment Management Ltd

"Fee Letter" means any letter or letters in respect of fees dated on or about the date of the Common Terms Agreement between the Chargor and/or ProjectCo (as applicable) and

- (a) the Arrangers,
- (b) the Intercreditor Agent, and/or
- (c) the Security Trustee

"Finance Document" means

- (a) the Account Bank Agreement,
- (b) the Common Terms Agreement,
- (c) each Direct Agreement,
- (d) the EIB Finance Contract,
- (e) each Fee Letter,
- (f) the Independent Tester's Funder's Collateral Warranty,
- (g) the Insurance Proceeds Account Agreement,
- (h) the Institutional Investor Facility Agreement,
- (i) the Intercreditor Agreement,
- (j) the Guaranteed Investment Contract,
- (k) the HoldCo 2 On-Loan Agreement,
- (l) each Proceeds Account Withdrawal Request,
- (m) each Qualifying Equity L/C,
- (n) each Security Document,
- (o) the Senior Subordinated On-Loan Agreement,
- (p) the Shareholder Support Agreement,
- (q) each other document executed from time to time pursuant to any of the foregoing to which ProjectCo and any Finance Party is a party, and any present or future document confirming or evidencing any Security or guarantee for, or in relation to, the Chargor's, ProjectCo's or any Investor's obligations under any Finance Document, and
- (r) any other agreement or document which the Intercreditor Agent may from time to time designate as a Finance Document with the consent of ProjectCo (such consent not to be unreasonably withheld or delayed)

"Finance Party" means the Facility Agent, the Intercreditor Agent, the Security Trustee, the Arrangers, the Account Bank, a Senior Lender or the Senior Subordinated On-Loan Lender

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"GIC Provider" means, as at the day of the Common Terms Agreement, Royal Bank of Canada (a bank organized under the laws of Canada) or such other provider as may be appointed in

accordance with the terms of the Common Terms Agreement and the Guaranteed Investment Contract

"Guaranteed Investment Contract" means the agreement so titled of the date of the Common Terms Agreement between ProjectCo and the GIC Provider

"HoldCo 2 Debt" means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to HoldCo 2 under or in connection with the HoldCo 2 On-Loan Agreement or in any other circumstance, including in respect of the Chargor's shares or the Chargor's constitutional documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise)

"HoldCo 2 On-Loan Agreement" means the on-loan agreement dated on or about the date of the Common Terms Agreement between the Chargor, HoldCo 2 and the Senior Subordinated Security Trustee

"HoldCo 3" means Alder Hey Holdco 3 Limited, a company incorporated in England and Wales with registered number 8412311

"Hospital Facility" has the meaning given to **"Facilities"** in the Project Agreement

"Independent Tester" has the meaning given to it in the Project Agreement

"Independent Tester's Funder's Collateral Warranty" means the collateral warranty dated on or about the date of the Common Terms Agreement entered into between the Independent Tester, the Trust, ProjectCo and the Intercreditor Agent

"Institutional Investor Facility Agreement" means the loan facilities agreement entitled Institutional Investor Facility Agreement made between, amongst others, the Chargor and the Institutional Investor Lenders dated on or about the date of the Common Terms Agreement

"Institutional Investor Lender" means any Original Institutional Investor Lender, and any bank, financial institution, trust, fund or other entity which has become an Institutional Investor Lender under the Institutional Investor Facility Agreement in accordance with Clause 18 (*Changes to the Senior Lenders*) of the Common Terms Agreement

"Insurance Proceeds Account Agreement" has the meaning given to it in the Project Agreement

"Insurances" means all contracts and policies of insurance of any kind relating to the Project taken out or, as the context requires, to be taken out from time to time and maintained in each case in accordance with Schedule 6 (*Insurance*) of the Common Terms Agreement by or on behalf of ProjectCo, and such other policy or contract of insurance as the Intercreditor Agent and ProjectCo agree shall be an Insurance and "Insurance" shall be construed accordingly

"Intellectual Property" means intellectual property of every designation (including patents, copyrights, design registrations, trade marks, service marks and know-how)

"Intercreditor Agent" means M&G Investment Management Ltd

"Intercreditor Agreement" means the Intercreditor Agreement dated on or about the date of the Common Terms Agreement between the Intercreditor Agent, the Senior Lenders, the Senior Subordinated On-Loan Lender, the Facility Agent, the Security Trustee, ProjectCo and the Chargor

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment
- (d) manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (e) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Agreement or in the future owned by it or (to the extent of its interest) in which the Chargor at the date of the Security Agreement or in the future has an interest

"Investors" has the meaning given to it in the Shareholder Support Agreement

"Lender Creditors" means the Intercreditor Agent, the Facility Agent and the Senior Lenders

"Original Institutional Investor Lenders" means The Prudential Assurance Company Limited and the Prudential Retirement Income Limited

"Original Senior Lenders" means the EIB and Prudential Retirement Income Limited

"Original Senior Subordinated Lender" means The Prudential Assurance Company Limited

"Proceeds Account" has the meaning given to it in the Project Agreement

"Proceeds Account Withdrawal Request" means a written request from ProjectCo delivered to the Intercreditor Agent in accordance with the Common Terms Agreement requesting a Proceeds Account transfer, substantially in the form set out in Schedule 5 (*Proceeds Account Withdrawal Request*) of the Account Bank Agreement

"Project" means the financing, design, construction, testing, commissioning and completion of the Works and provision of services in connection with the Hospital Facility and activities ancillary or related to such purposes as contemplated by clause 3 (*Purpose*) of the Institutional Investor Facility Agreement, clause 2.1 (*Amount of credit*) of the EIB Finance Contract, clause 3 (*Purpose*) of the Senior Subordinated On-Loan Agreement and pursuant to the Project Agreement

"Project Accounts" has the meaning given to it in the Account Bank Agreement

"Project Agreement" means the agreement of that name entered into between the Trust and ProjectCo on or about the date of the Security Agreement

"ProjectCo" means Alder Hey (Special Purpose Vehicle) Limited, a company incorporated in England and Wales with registered number 08391343

"ProjectCo Charge" means the fixed and floating security document dated on or about the date of the Common Terms Agreement given by ProjectCo in favour of the Security Trustee

"Qualifying Equity LC" means a valid, binding and enforceable standby letter of credit in form and substance satisfactory to the Security Trustee which is issued in favour of ProjectCo and the Security Trustee

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Secured Creditors" means, together, the Senior Creditors and the Senior Subordinated On-Loan Lender

"Security" means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means

- (a) the Security Agreement,
- (b) the ProjectCo Charge,
- (c) the Intercreditor Agreement,
- (d) any present or future document confirming or evidencing any Security or guarantee for, or in relation to, all the Senior Debt,
- (e) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices of assignment given pursuant to, and as contemplated by, the Security Agreement, the ProjectCo Charge and the acknowledgements to the notices of assignment, and
- (f) any other agreement or document which the Security Trustee may from time to time designate as a Security Document with the consent of ProjectCo (such consent not to be unreasonably withheld or delayed)

"Senior Creditors" means the Security Trustee and the Lender Creditors

"Senior Debt" means all present and future moneys, debts and liabilities due, owing or incurred by ProjectCo to any Senior Creditor under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise)

"Senior Lenders" means the Original Senior Lenders and any Acceding Party acceding to the Intercreditor Agreement as a Senior Lender in accordance with the Intercreditor Agreement and includes and "Senior Lender" means any of them,

"Senior Subordinated Facility Agreement" means the loan facilities agreement entitled Senior Subordinated Facility Agreement made between, amongst others, HoldCo 2 and the Senior Subordinated Lender dated on or about the date of the Common Terms Agreement

"Senior Subordinated Lender"

- (a) the Original Senior Subordinated Lender, and
- (b) any bank, financial institution, trust fund or other entity which has become a Senior Subordinated Lender under the Senior Subordinated Facility Agreement in accordance with Clause 15 (*Changes to the Parties*) of the Senior Subordinated Facility Agreement

"Senior Subordinated On-Loan Agreement" means the loan facilities agreement entitled Senior Subordinated On-Loan Agreement made between, amongst others, ProjectCo and the Senior Subordinated On-Loan Lender dated on or about the date of the Common Terms Agreement

"Senior Subordinated On-Loan Lender" means the Chargor and any Acceding Party acceding to the Intercreditor Agreement as a Senior Subordinated On-Loan Lender

"Senior Subordinated Security Trustee" means The Prudential Trustee Company Limited

"Service Provider Direct Agreement" has the meaning given to it in the Common Terms Agreement

"Shareholder Support Agreement" means the shareholder support agreement dated on or about the date of the Common Terms Agreement between, amongst others, the Chargor, ProjectCo, HoldCo 2, HoldCo 3, the Investors and the Intercreditor Agent

"Trust" means Alder Hey Children's National Health Service Foundation Trust

"Trust Direct Agreement" has the meaning given to it in the Common Terms Agreement

"Works" has the meaning given to it in the Project Agreement

Note (2)

The Security Agreement provides that

1. Security

The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 16 3 (*Negative pledge*) of the Common Terms Agreement, except as permitted by that clause

2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 16 4 (*Disposals*) of the Common Terms Agreement

3. Conversion by notice

A Beneficiary may convert its floating Charges over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

4. Automatic conversion

If

- (a) the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

For the purpose of this Note (2)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement

"Enforcement Event" means

- (a) in relation to any enforcement by the Security Trustee, any event or circumstance specified as an Event of Default in Clause 17 1 (*Events of Default*) of the Common Terms Agreement, and
- (b) in relation to any enforcement by HoldCo 2, any event or circumstance whereby the Security Trustee takes steps to enforce all or part of the Security created under the

Security Documents pursuant to an Event of Default as defined in the Common Terms Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 8388465
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 21 MARCH 2013 AND CREATED BY ALDER
HEY HOLDCO 1 LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ANY SECURED
CREDITORS ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
27 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CH LONDON