



Registration of a Charge

Company name: **NATWEST MARKETS PLC**

Company number: **SC090312**



X7J19K9K

Received for Electronic Filing: **19/11/2018**

Details of Charge

Date of creation: **30/10/2018**

Charge code: **SC09 0312 0131**

Persons entitled: **PETERBOROUGH (PROGRESS HEALTH) PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MORGAN, LEWIS & BOCKIUS UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 90312

Charge code: SC09 0312 0131

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th October 2018 and created by NATWEST MARKETS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2018 .

Given at Companies House, Edinburgh on 20th November 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 30 October 2018

Peterborough (Progress Health) PLC
as ProjectCo

NatWest Markets plc
as Chargor

Agensynd S.L.
as Facility Agent and Security Trustee

Bank of America, N.A., London Branch
as Resigning Account Bank

Lloyds Bank plc
as Successor Account Bank

DEED OF RESIGNATION AND APPOINTMENT OF ACCOUNT BANK
in respect of Peterborough Hospital PFI project

Certified a true and complete copy of the original
This 19 day of November 2018

Morgan Lewis & Bockius UK LLP
Registered Partnership No.: OC378797
SRA Authorisation No.: 615176

MORGAN LEWIS & BOCKIUS UK LLP

1.	DEFINITIONS AND INTERPRETATION	1
2.	CONSENTS AND CONFIRMATION.....	2
3.	RESIGNATIONS AND APPOINTMENTS	2
4.	SECURITY.....	3
5.	REPRESENTATIONS AND WARRANTIES	4
6.	FURTHER ASSURANCE	4
7.	NOTICES	5
8.	COUNTERPARTS.....	5
9.	GOVERNING LAW	5
10.	JURISDICTION	5

THIS DEED dated 30 October 2018 between:

1. **Peterborough (Progress Health) PLC**, registered number 6054274 ("**ProjectCo**");
2. **NatWest Markets plc** (formerly The Royal Bank of Scotland PLC) ("**Chargor**");
3. **AgenSynd S.L.** as security trustee ("**Security Trustee**");
4. **AgenSynd S.L.** as facility agent under the Change in Law Loan Facility Agreement and as facility agent under the Liquidity Facility Agreement ("**Facility Agent**");
5. **Bank of America, N.A., London Branch** ("**Resigning Account Bank**"); and
6. **Lloyds Bank plc** ("**Successor Account Bank**").

RECITALS

- (A) The Chargor, ProjectCo and the Resigning Account Bank are parties to the Downgraded Lender Security Agreement dated 17 June 2014 in respect of the Change in Law Loan Facility Agreement ("**CLLFA Security Agreement**").
- (B) The Chargor, ProjectCo and the Resigning Account Bank are parties to the Downgraded Lender Security Agreement dated 17 June 2014 in respect of the Liquidity Facility Agreement ("**LFA Security Agreement**").
- (C) The Resigning Account Bank wishes to resign from the role as Account Bank under the Security Agreements (as defined below).
- (D) The Successor Account Bank will become the successor Account Bank under the Security Agreements on the terms of this Deed.
- (E) AgenSynd S.L. has replaced Bank of America, N.A. as facility agent under the Change in Law Loan Facility Agreement and as facility agent under the Liquidity Facility Agreement.
- (F) It is intended that this document takes effect as a deed notwithstanding that a party may only execute this document under hand.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in a Security Agreement shall have the same meaning in this Deed, and:

"**Accounts**" means the Liquidity Facility Downgrade Account and the Change in Law Facility Downgrade Account identified in Clause 2.2 below, and "**Account**" means either of them;

"**Effective Date**" means the date of this Deed;

"**Party**" means a party to this Deed; and

"Security Agreements" means the CLLFA Security Agreement and the LFA Security Agreement, and
"Security Agreement" means either of them.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
- (i) "assets" includes present and future properties, revenues and rights of every description;
 - (ii) any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Security Agreements (or agreements referred to therein);
 - (iii) an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iv) a Clause is to a clause of this Deed; and
 - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) Clause headings are for ease of reference only.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed or a Security Agreement, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. CONSENTS AND CONFIRMATION

2.1 Consents

By its execution of this Deed, each Party is deemed to have provided all consents, given all directions and waived all notices, notice periods and other requirements which are necessary to effect each of the steps set out in Clause 3.

2.2 Confirmation

The Successor Account Bank confirms that all the Accounts set out below have been opened with the Successor Account Bank, together with all mandates for the Accounts:

Accounts

Account number

Change in Law Facility Downgrade Account

Liquidity Facility Downgrade Account

in each case:



Lloyds Banking Group, Progression Centre, 42 Mark Road, Hemel Hempstead, Hertfordshire HP2 7DE

SWIFT code: [REDACTED]

Sort code: [REDACTED]

3. RESIGNATIONS AND APPOINTMENTS

3.1 Resignation

The Resigning Account Bank ceases to be the Account Bank under the Security Agreements with effect from the Effective Date.

3.2 Appointment

The Successor Account Bank shall become the Account Bank under the Security Agreements with effect from the Effective Date.

3.3 Rights and obligations

With effect from the Effective Date the:

- (a) Successor Account Bank shall become a party to the Security Agreements as if the Successor Account Bank was named in place of the Resigning Account Bank;
- (b) Successor Account Bank will be bound by all the terms of the Security Agreements as the Account Bank;
- (c) Successor Account Bank shall hold all rights, powers, privileges, duties and obligations which the Resigning Account Bank held under and by virtue of the Account Bank role under the Security Agreements;
- (d) Resigning Account Bank is released and discharged from all duties and obligations, and ceases to have the rights that it has as the Account Bank under the Security Agreements; and
- (e) Resigning Account Bank shall transfer to the corresponding Accounts maintained with the Successor Account Bank, the amount (if any) standing to the credit of the Accounts maintained with the Resigning Account Bank.

4. SECURITY

4.1 Acknowledgement

ProjectCo, the Chargor, the Successor Account Bank, the Security Trustee and the Facility Agent each acknowledge that:

- (a) the bank accounts listed in Clause 2.2 above shall be the Accounts for the purposes of the Security Agreements; and
- (b) ProjectCo has created security over all its assets in favour of the Security Trustee.

4.2 Account Bank acknowledgement

- (a) This Agreement constitutes notice to the Successor Account Bank that under the Security Agreements, the Chargor has charged by way of first fixed charge in favour of ProjectCo, all its rights in respect of any amount standing to the credit of the Accounts

- (b) The Chargor irrevocably instructs and authorises the Successor Account Bank to:
- (i) disclose to ProjectCo or the Facility Agent, any information relating to the Accounts requested from the Successor Account Bank by ProjectCo or the Facility Agent;
 - (ii) comply with the terms of any written notice or instruction relating to the Accounts received by the Successor Account Bank from ProjectCo and/or the Facility Agent in each case, in accordance with the Change in Law Loan Facility Agreement or the Liquidity Facility Agreement;
 - (iii) hold all sums standing to the credit of the Accounts to the order of ProjectCo; and
 - (iv) pay or release any sum standing to the credit of the Accounts in accordance with the written instructions of ProjectCo and/or the Facility Agent, in each case, in accordance with the Change in Law Loan Facility Agreement or the Liquidity Facility Agreement.
- (c) The Chargor is not permitted to withdraw any amount from an Account without the prior written consent of ProjectCo (but the Facility Agent is permitted to withdraw any amount from an Account in accordance with the Change in Law Loan Facility Agreement or the Liquidity Facility Agreement).
- (d) The Chargor acknowledges that the Successor Account Bank may comply with the instructions in this Deed without any further permission from the Chargor and without any enquiry by the Successor Account Bank as to the justification for or validity of any request, notice or instruction.
- (e) The Successor Account Bank confirms that it:
- (i) has not received notice of the interest of any third party in the Accounts;
 - (ii) has neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counterclaim or other right in respect of any Account; and
 - (iii) will not permit any amount to be withdrawn from any Account without the prior written consent of ProjectCo (other than an amount requested to be withdrawn by the Facility Agent in accordance with the Change in Law Loan Facility Agreement or the Liquidity Facility Agreement).

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party represents and warrants that the execution and delivery of this Deed has been duly authorised by it, and this Deed constitutes its legal, valid, binding and enforceable obligations.
- 5.2 The Resigning Account Bank represents and warrants that there is no action, suit or proceeding pending or threatened against it before any court or governmental authority arising out of any action or omission by the Resigning Account Bank under any of the Security Agreements.

6. FURTHER ASSURANCE

6.1 General

The Parties shall each promptly do all such acts or execute all such documents (including assignments, transfers, notices and instructions) as the Successor Account Bank and the Security Trustee may reasonably specify (and in such form as the Successor Account Bank and the Security Trustee may reasonably require):

- (a) to facilitate the change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms); and
- (b) to otherwise give effect to this Deed.

The Successor Account Bank will execute all documents necessary to effect its appointment as Successor Account Bank and shall do all acts reasonably necessary for the transfer of all the Resigning Account Bank's rights and obligations under the Security Agreements to the Successor Account Bank.

6.2 Necessary action

The Parties shall each promptly take all such action as is available to it (including making all filings and registrations) as may be reasonably necessary for the purpose of giving effect to this Deed.

6.3 Consents

The Parties shall each use all reasonable endeavours to promptly obtain (in form and substance reasonably satisfactory to the Successor Account Bank and the Security Trustee) any consents reasonably necessary to give effect to this Deed and, upon obtaining any such consent, as soon as reasonably practicable thereafter deliver a copy of each consent to the Successor Account Bank and the Security Trustee.

7. GENERAL

Notwithstanding any paragraph in this Deed to the contrary, nothing herein is intended to release ProjectCo or any other person from any provision in the Finance Documents or the Security Agreements, which is specifically stated to continue in full force and effect (including, without limitation, any provision in the Finance Documents or the Security Agreements which is specifically stated to continue in full force and effect in favour of the Resigning Account Bank).

8. EXPENSES

8.1 ProjectCo will reimburse in full, on or prior to the date of this Deed, the Successor Account Bank for all fees, costs and expenses properly incurred by it in connection with the negotiation, preparation, execution and delivery of this Deed and any related documentation and the circumstances relating thereto (including the fees and expenses of legal advisers and any applicable value added taxes).

8.2 ProjectCo will reimburse in full, on or prior to the date of this Deed, the Resigning Account Bank for all fees, costs and expenses due and incurred pursuant to and in connection with the Security Agreements.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

10. GOVERNING LAW

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

This Deed is designated a Finance Document.

11. JURISDICTION

11.1 The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any disputes arising out of or in connection with any non-contractual obligations).

11.2 The courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, no Party shall argue to the contrary.

IN WITNESS WHEREOF the Parties have executed and delivered this document as a deed, on the date set out above.

ProjectCo

EXECUTED and DELIVERED as a DEED by
PETERBOROUGH (PROGRESS HEALTH)
PLC

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)
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Director
Name:

MARK WAYMENT

acting by a director

in the presence of:

Witness's Signature

Name: LAURA RAY

Address: 8 WHITE OAK SQ, SWANLEY, KENT

Occupation: FINANCE MANAGER

Address: 8 White Oak Square, Swanley, Kent

Fax Number: 01322 665 827

Attention: Matt Rollings

Chargor

EXECUTED and DELIVERED as a DEED by
NATWEST MARKETS PLC

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Authorised signatory
Name:

acting by an authorised signatory

in the presence of:

Witness's Signature

Name:

Address:

Occupation:

Address:

Fax Number:

Attention:

ProjectCo

**EXECUTED and DELIVERED as a DEED by
PETERBOROUGH (PROGRESS HEALTH)
PLC**

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Director
Name:

acting by a director
In the presence of:

Witness's Signature

Name:

Address:

Occupation:

Address:

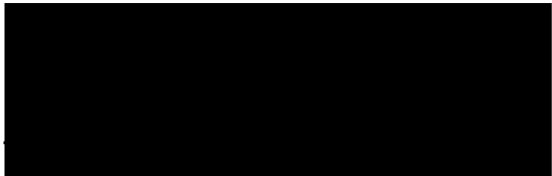
Fax Number:

Attention:

Chargor


**EXECUTED and DELIVERED as a DEED by
NATWEST MARKETS PLC**

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)


Authorised signatory

Name: **STEPHEN PAUL NIXON**

acting by an authorised signatory
in the presence of:

Witness's Signature 

Name: **TOKY LEE**

Address: **250 BISHOPSGATE LONDON**

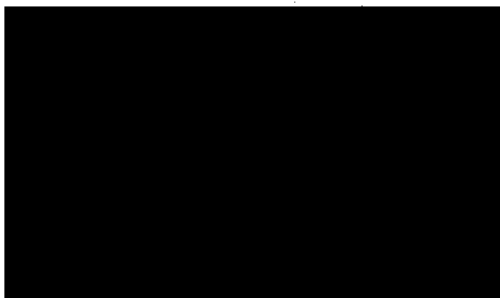
Occupation: **ACCOUNTANT**

Address: Natwest Markets plc, 250 Bishopsgate, London EC2M 4AA
Fax Number: +44(0)207 672 1356
Attention: Keith Pereira and Nick Rouse

Security Trustee

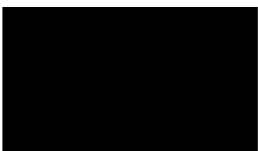
EXECUTED and DELIVERED as a DEED by
AGENSynd S.L.

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Director
Name: Fernando García Molina
Director

acting by a director
in the presence of:



Witness's Signature

Name: MARIO GIL

Address: 15 OLD BAILEY ST. - LONDON

Occupation: GLOBAL COORDINATOR, AGENCY OPS

Address: 15 OLD BAILEY ST - LONDON EC4M 7EE

Fax Number: +34 91 769 72 30

Attention: Ms. MARIA THONON



Facility Agent under the Change in Law Loan Facility Agreement

EXECUTED and DELIVERED as a DEED by
AGENSynd S.L.

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)

Director
Name: Fernando García Molina
Director

acting by a director
in the presence of:



Witness's Signature

Name: MARIO GIL

Address: 15 OLD BAILEY ST, LONDON

Occupation: GLOBAL COORDINATOR, AGENCY OPS

Address: 15 OLD BAILEY ST - LONDON EC4M 7EE

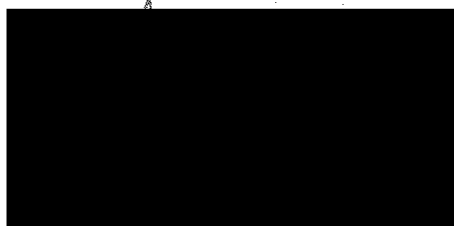
Fax Number: +34 91 769 72 30

Attention: Ms. MARIA THONON

Facility Agent under the Liquidity Facility Agreement

EXECUTED and DELIVERED as a DEED by
AGENSynd S.L.

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Director Name: **Fernando García Molina**
Director

acting by a director
in the presence of:



Witness's Signature

Name: MARIO GIL

Address: 15 OLD BAILEY ST - LONDON

Occupation: GLOBAL COORDINATOR - AGENCY OPS.

Address: 15 OLD BAILEY ST - LONDON EC4M 7EF

Fax Number: +34 91 769 7230

Attention: Ms. MARIA THOMSON

Successor Account Bank

EXECUTED and DELIVERED as a DEED by
LLOYDS BANK PLC

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Authorised signatory
Name:

acting by an authorised signatory
in the presence of:

Witness's Signature

Name:

Address:

Occupation:

Address:

Fax Number:

Attention:

Facility Agent under the Liquidity Facility Agreement

EXECUTED and DELIVERED as a DEED by
AGENSYND S.L.

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Director
Name:

acting by a director
in the presence of:

Witness's Signature

Name:

Address:

Occupation:

Address:


Fax Number:

Attention:

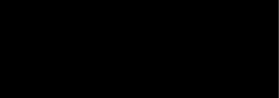
Successor Account Bank

EXECUTED and DELIVERED as a DEED by
LLOYDS BANK PLC

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)
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Authorised signatory
Name: *RANDALL DANSON*

acting by an authorised signatory
in the presence of:

Witness's Signature ... 

Name: *JCE STREET*

Address: *1 LECK STREET CHELMSFORD*

Occupation: *BANKER*

Address: Lloyds Bank PLC, Progression Centre, 42 Mark Road, Hemel Hempstead, Hertfordshire, HP2 7DE

Fax Number:

Attention: Vickesh Takodra, Relationship Manager

Resigning Account Bank

EXECUTED and DELIVERED as a DEED by
BANK OF AMERICA, N.A., LONDON BRANCH

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Authorised signatory

Name: STEVEN HARE

acting by an authorised signatory
in the presence of:



Witness's Signature

Name: MARIE SMITH

Address: 2 KING EDWARD STREET, LONDON

Occupation: AVP- client service

Address: 2 King Edward Street London

Fax Number:

Attention: