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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[2][1]

04925162

Name of company

* Leicester Lift Project Company (No.1) Limited (the "Chargor")

Date of creation of the charge

17 March 2005

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge (the "Legal Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Obligors to the Secured Creditors (or any of them) under the Secured Finance Documents and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Secured Creditors under the Secured Finance Documents (the "Secured Liabilities").

For definitions see Part 2 of the attached addendum.

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland
The Mound, Edinburgh (the "Security Trustee")

Postcode EH1 1YZ

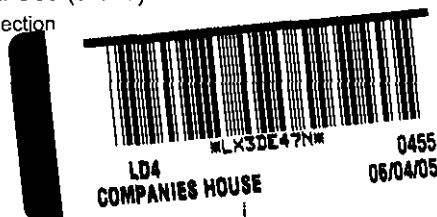
Presentor's name address and
reference (if any):

McGrigors
5 Old Bailey
London
EC4M 7BA
ACB/RA/00008B.2035

393455_1

Time critical reference

For official Use (02/00)
Mortgage Section



See Part I of the attached addendum.

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

McGrigors London

Date

6/4/05

On behalf of [company] ~~XXXXXX~~ (chargee) †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Addendum to Form M395

Leicester Lift Project Company (No. 1) Limited (Registered with Co. No. 04925162)

Part 1

Short particulars of all the property mortgaged or charged

- 1 The Chargor, as beneficial owner and with full title guarantee (and without the benefit of section 6(2) of the *Law of Property (Miscellaneous Provisions) Act 1994*), as security for the payment of all the Secured Liabilities, charges in favour of the Security Trustee (as agent and trustee for itself and each of the Secured Creditors) by way of a first legal mortgage all interests in the land registered at HM Land Registry under Title Numbers LT260869, LT114916 and that land shown edged in red on the plan annexed thereto and registered at HM Land Registry under part of Title Numbers LT31174 and LT30767.
- 2 A reference in the Legal Charge to a charge or mortgage of any freehold property includes:
 - (a) all buildings and Fixtures on that property;
 - (b) the proceeds of sale of any part of that property; and
 - (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1/06

For defined terms see Part 2 of this Addendum.

Addendum to Form M395

Leicester Lift Project Company (No. 1) Limited (Registered with Co. No. 04925162)

Part 2

Definitions

In this Form M395, the terms set out below shall have the meanings set out in the Legal Charge or, as the case may be, in the other Finance Documents (as defined in the Facility Agreement), in each case as set out below:

"Arranger", "Agent", "Account Bank", "Mezzanine Agent" and "Banks" each means the Governor and Company of the Bank of Scotland;

"Facility Agreement" means the facility agreement dated 18 August 2004 made between the Chargor as borrower (1), Leicester Lift (Midco) Limited as Holding Company (2), the Arranger, Agent, Account Bank and Original Bank referred to therein (3);

"Fixtures" means all fixtures and fittings and fixed plant and machinery from time to time in and upon the Mortgaged Properties;

"Hedging Counterparty" means HBOS Treasury Services plc (Company Number 2692890) and any other party acceding as a Hedging Counterparty under the Facility Agreement;

"Intercreditor and Security Trust Deed" means the agreement dated 18 August 2004 made between the Chargor and Leicester Lift (Midco) Limited as obligors (1), the Bank as Agent and Security Trustee (2), HBOS Treasury Services PLC as Hedging Counterparty (3), Excellcare Limited, Partnerships for Health Limited, Leicester City West Primary Care Trust and Eastern Leicester Primary Care Trust as the Mezzanine Creditors (4), Excellcare Limited, Partnerships for Health Limited, the Chargor, Leicester City West Primary Care Trust, Eastern Leicester Primary Care Trust and Leicester Lift Company Limited as Junior Creditors (5) and the Bank in its capacity as Agent, Security Trustee, Mezzanine Agent, Guarantor and Account Bank (6);

"Mezzanine Creditors" means the Mezzanine Agent and the Mezzanine Lenders in their capacities as such and such other lenders who may accede to the Mezzanine Loan Agreement and the Intercreditor and Security Trust Deed from time to time;

"Mezzanine Finance Documents" has the meaning given to it in the Mezzanine Loan Agreement;

"Mezzanine Lenders" means Excellcare Limited, Partnerships for Health Limited, Leicester City West Primary Care Trust and Eastern Leicester Primary Care Trust;

"Mezzanine Loan Agreement" means the loan agreement dated 18 August 2004 made between the Chargor as Borrower (1), the Leicester Lift (Midco) Limited as Holding Company (2) the Mezzanine Agent and Account Bank (4) and the Mezzanine Lenders (5);

"Mortgaged Properties" means all freehold or leasehold property the subject of any security created by the Legal Charge;

"Obligors" means the Chargor and Leicester Lift (Midco) Limited (Registered No: 04985748) a limited liability company organised and existing under the laws of England, Allington House, Victoria Street, London SW1E 5LB;

"Secured Creditors" means the Security Trustee, the Senior Creditors and the Mezzanine Creditors;

"Secured Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents;

"Senior Creditors" means the Hedging Counterparty, the Arranger, the Agent, the Banks, the Account Bank and the Security Trustee; and

"Senior Finance Documents" has the meaning given to it in the Facility Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04925162

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 17th MARCH 2005 AND CREATED BY LEICESTER LIFT PROJECT COMPANY (NO. 1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF THE OBLIGORS TO THE SECURED CREDITORS (OR ANY OF THEM) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2005.

P DM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES