

# M

## COMPANIES FORM No. 395

012949/13

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[ 1 3 ]

04925162

Name of company

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

Date of creation of the charge

16 June 2005

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

Legal Charge and Assignment made between the Chargor and the Security  
Trustee (the "Legal Charge")

Amount secured by the mortgage or charge

+  
10  
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 II 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 "Security Trustee")  
The Mound  
Edinburgh

Postcode EH1 1YZ

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

McGrigors  
5 Old Bailey  
London  
EC4M 7BA  
ACB/RA/00008B.002011

424689\_1

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0461  
23/06/05

Short particulars of all the property mortgaged or charged

For short particulars of all the property mortgaged or charged see Part I of the attached Addendum

Please do not write in this margin

**Please complete legibly, preferably in black type, or bold block lettering**

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*M. Grogan*

Date

*23/6/05*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

Notes

- 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

† delete as appropriate

## Addendum to Form M395

Leicester Lift Project Company (Company Number 04925162)

### Part I

#### Short particulars of all the property mortgaged or charged

##### 1 Fixed Security

- 1.1 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 Mortgaged Property specified in the Legal Charge.
- 1.2 A reference in the Legal Charge to a charge or mortgage of any Mortgaged 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.

##### 2 Assignment

As security for the payment of all Secured Liabilities, the Chargor assigns and agrees to assign with full title guarantee to the Security Trustee absolutely (but subject always to the Chargor's equity of redemption) all the rights, titles, benefits and interests of the Chargor whatsoever present and future whether proprietary, contractual or otherwise under or arising out of or evidenced by each of the Project Documents as the same are from time to time entered into and as from time to time varied, extended or replaced, with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens, collateral warranties and other security in respect of the same now or hereafter held by the Chargor (being collectively the "**Assigned Documents**" which expression includes each and every one of the same) including but not limited to all claims for damages or other remedies in respect of any breach thereof, reservation of proprietary rights, right of tracing, rights in the nature of security and all other rights and remedies of whatsoever nature now or hereafter held by the Chargor in respect of all or any of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith but so that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing.

For definitions see Part II of this Addendum.

## **Addendum to Form M395**

### **Leicester Lift Project Company (Company Number 04925162)**

#### **Part II**

##### **Definitions**

In this Form M395, unless the context requires otherwise:

**"Facility Agreement"** means the facility agreement dated 18 August 2004 as amended and restated on 16 June 2005 between the Chargor, Holding Company and The Governor and Company of the Bank of Scotland as Arranger, Agent, Account Bank and Original Bank referred to therein, providing for credit facilities aggregating up to £38,500,000;

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

**"Holding Company"** means Leicester Lift (Midco) Limited (Registered Number 04985748);

**"Intercreditor and Security Trust Deed"** means the agreement so entitled dated 18 August 2004 between, *inter alia*, the Agent, the Security Trustee, the Mezzanine Lenders, the Subordinated Creditors, the Borrower, the Holding Company and the Shareholders (as such terms are defined in the Facilities Agreement);

**"Mortgaged Property"** means Westcotes Health Centre, Fosse Lane South, Leicester, LE3 0LP registered under Title Numbers LT51026 and LT276418;

**"Obligors"** means the Chargor and the Holding Company;

**"Project Documents"** means:

- (a) the 1b Scheme Construction Contract;
- (b) the 1b Scheme Construction Contractor Parent Company Guarantee;
- (c) the 1b Scheme FM Agreement;
- (d) the 1b Scheme FM Provider Parent Company Guarantee;
- (e) the 1b Scheme Independent Certifier Appointment Agreement;
- (f) the Lease Plus Agreement in respect of the 1b Scheme (as such terms are defined in the Facilities Agreement); and

any other document the Security Trustee, acting reasonably, designates as a Project Document from time to time;

**"Secured Creditors"** shall have the meaning given to it in the Intercreditor and Security Trust Deed; and

**"Secured Finance Documents"** means the Senior Finance Documents and the Mezzanine Finance Documents (as such terms are defined in the Facilities 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 AND ASSIGNMENT DATED THE 16th JUNE 2005 AND CREATED BY LEICESTER LIFT PROJECT COMPANY (NO. 1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM 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 23rd JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2005.

*Handwritten signature*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —