

MG01

Particulars of a mortgage or charge



iris
LASERFORM

235253/52

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
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



A19L2NKQ

A13

24/05/2012

#236

COMPANIES HOUSE

1 Company details

Company number 4 9 2 9 9 1 2

Company name in full Sandwell Lift (MidCo) (No 3) Limited (the "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 d1 d1 m0 m5 y2 y0 y1 y2

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 Mortgage Debenture given by the Chargor in favour of the Trustee (the "Debenture") (defined
terms are set out in Section 6 of the continuation page)

4 Amount secured

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

Amount secured All moneys, obligations and liabilities whatsoever which may now or
at any time in the future be due, owing or incurred by any Obligor to
the Trustee or any Lender or for or in respect of which any Obligor
may be liable to the Trustee or any Lender whether present or future,
actual or contingent, on any account whatsoever and in any manner
whatsoever, as principal or surety and whether alone or jointly with
any other party or parties including, without limitation, interest, legal
and other costs, charges and expenses (the "Indebtedness")

Continuation page

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

MG01

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 Aviva Public Private Finance Limited (02334210) (the "Trustee")

Address Sentinel House, 37 Surrey Street

Norwich

Postcode N R 1 3 U Y

Name

Address

Postcode

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

1 Charge

1 1 As security for the payment and discharge of the Indebtedness, the Chargor with full title guarantee, and to the intent that the security created shall rank as a continuing security, hereby charges to the Trustee

- (a) by way of fixed charge all present and future estates or interest in any Property,
- (b) by way of fixed charge, all plant and machinery now or in the future owned by the Chargor and its interest in any such plant or machinery in its possession,
- (c) by way of fixed charge, its present and future interest in the Securities,
- (d) by way of fixed charge, the benefit and right to repayment of all sums (including interest) now or in the future standing to the credit of any bank account held by or for the benefit of the Chargor, and the debts represented thereby and all interest and other accruals thereon (the "Account Monies") and all rights, titles, benefit and interest of the Chargor whatsoever present and future therein,

(please refer to continuation page)

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) by way of fixed charge any policy of insurance relating to any property referred to in paragraph 1 1 (a) above in which the Chargor from time to time has an interest including any such policies taken out in the joint names of another party and the Chargor and all benefits, claims and return of premiums in respect thereof,
- (f) by way of fixed charge, all book and other debts and other moneys due, owing, payable or incurred to it at the time of the Debenture or at any time and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto,
- (g) by way of fixed charge, its present and future goodwill,
- (h) by way of fixed charge, the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of all or any of the Qualifying Collateral and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,
- (i) by way of fixed charge, its present and future uncalled capital,
- (j) by way of fixed charge, all know how, licences and patents (including applications and rights to apply therefor), copyrights, rights in trademarks, service marks, whether registered or not, and any intellectual property rights set in confidential information at the time of the Debenture or at any time belonging to it, and
- (k) by way of floating charge, such of its Undertaking which is not otherwise from time to time effectively assigned, mortgaged or charged pursuant to paragraphs 1 1 (a) to 1 1 (j) above inclusive, or paragraph 1 2 below

1 2 As security for the payment and discharge of the Indebtedness, the Chargor with full title guarantee hereby assigns by way of security and agrees to assign by way of security (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) to the Trustee (subject to re-assignment on discharge of the Indebtedness)

- (a) all rights and claims (including, without limitation, all proceeds of insurance) to which the Chargor is now or may hereafter become entitled in relation to the Property, and
- (b) all present and future rights, title, benefits and interest in any policy of insurance relating to the Property in which the Chargor from time to time has an interest and all benefits, claims and return of premiums in respect thereof,
- (c) all the rights, titles, benefits and interests, whether proprietary, contractual or otherwise arising out of, or in, or under the Assigned Documents to which it is a party as the same are from time to time entered into, varied, extended or replaced with the full benefit of all guarantees, indemnities, charges and other security in respect of the same, including (but without prejudice to the generality of the foregoing) all claims for damages or other remedies in respect of any breach thereof and all other rights and remedies for enforcing the Assigned Documents in the name of the Chargor or otherwise from the date of the Debenture or thereafter and all moneys whatsoever which are now

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>or may at any time hereafter be or become due or owing to the Chargor under or arising out of the Assigned Documents or in connection with the rights of the Chargor evidenced thereby but so that the Trustee shall not in any circumstance incur any liability whatsoever in respect of any of the foregoing</p> <p>1 3 The Chargor shall at any time if and when required by the Trustee execute (in such form as the Trustee shall reasonably require) such documents (including assignments, transfers, mortgages, charges notices and instructions) in favour of the Trustee or its nominees and give all such assurances and do all such things as the Trustee may reasonably require for -</p> <p>(a) perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by the Debenture,</p> <p>(b) conferring upon the Trustee such security as it may require over the assets of the Chargor located outside England and Wales which, if in England and Wales, would form part of or be intended to form part of the Qualifying Collateral,</p> <p>(c) facilitating, at any time on or after the occurrence of an Event of Default, the realisation of all or any part of the assets of the Chargor, and</p> <p>(d) exercising all powers, authorities and discretions conferred on the Trustee or any Receiver pursuant to the Debenture or by law</p> <p>1 4 The Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to the Debenture including the obtaining of any necessary consent (in form and content satisfactory to the Trustee) to enable its assets to be mortgaged, charged or assigned pursuant to the Debenture Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by the Debenture The Chargor shall promptly deliver a copy of each such consent to the Trustee</p> <p>1 5 Each floating charge created under the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>1 6 Without prejudice to Clause 3 5 of the Debenture, the Trustee reserves such rights as it has to appoint an administrative receiver in accordance with section 72C and 72E of the Insolvency Act 1986</p> <p>1 7 Notwithstanding anything express or implied in the Debenture -</p> <p>(a) without prejudice to any law which may have similar effect, if -</p> <p>(i) the Chargor creates or attempts to create any Encumbrance over all or any of the Qualifying Collateral without the prior written consent of the Trustee, or</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) any person levies or attempts to levy any distress, execution, or other process against any of the Qualifying Collateral, or</p> <p>(iii) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the Chargor, or</p> <p>(iv) an Administrator is appointed in relation to the Chargor or any step intended to result in such an appointment is taken,</p> <p>then the floating charge created over the Undertaking of the Chargor pursuant to Clause 3 1(k) of the Debenture will, to the extent permitted by law, automatically and immediately (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge, and</p> <p>(b) the Trustee may at any time -</p> <p>(i) after any of the Indebtedness becomes or is declared to be immediately repayable, or</p> <p>(ii) if the Trustee considers in good faith that any of the Qualifying Collateral is in danger of being seized or sold as a result of any legal process, is otherwise in jeopardy or the Trustee legally believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of the Chargor,</p> <p>by giving notice in writing to that effect to the Chargor, to the extent permitted by law, convert the floating charge created by Clause 3 1(j) of the Debenture into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice</p> <p>1 8 For so long as it remains bound by the provisions of the Debenture, the Chargor shall not without the prior written consent or where permitted pursuant to the Senior Funding Documents of the Trustee -</p> <p>(a) assign, charge or in any other way divert the payment of any rents or other contractual payments due in respect of the Property away from the Chargor, or</p> <p>(b) save in relation to a Permitted Encumbrance or otherwise with the prior written consent of the Trustee, not create or permit to exist any Encumbrance over any of the Qualifying Collateral or its property assets and Undertaking or otherwise dispose of, deal with or part with or share possession of the Qualifying Collateral or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Qualifying Collateral or agree to do any of the foregoing. Any such Encumbrance, whether expressly permitted or otherwise, shall (unless agreed in writing by the Trustee) be expressed to be subject to the security created by the Debenture, or</p> <p>(c) enter into or permit to subsist any floating charge or other Encumbrance over the whole or a substantial part of its Undertaking which would entitle any person to appoint an Administrator or an administrative receiver, or</p> <p>(d) amend its constitutional documents in a way which will contravene or result in contravention of any provision of the Debenture, or</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="339 376 1059 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="435 472 1519 555">(e) enter into any agreement (which, for the avoidance of doubt, shall not include any Project Documents) which has a material adverse effect upon the Chargor's ability to perform its obligations under the Debenture</p> <p data-bbox="339 618 478 645">Definitions</p> <p data-bbox="339 678 542 705">"Administrator"</p> <p data-bbox="339 739 1519 795">means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of the Chargor,</p> <p data-bbox="339 824 622 851">"Approved Contracts"</p> <p data-bbox="339 884 1519 1075">means the Construction Contract and the Service Provider's Contract (and any interface agreement relating to each such contract) entered into or to be entered into by the Borrower with the Contractor or the Service Provider (or between the Contractor and the Service Provider) for the purpose of carrying out the Development and maintaining and servicing the Mortgaged Property in a form approved by the Lender (acting reasonably) before 11 May 2012 in respect of the Mortgaged Property, together in all cases with such amendments thereto and variations thereof approved in advance in writing by the Lender acting reasonably,</p> <p data-bbox="339 1104 810 1131">"Approved Plans and Specifications"</p> <p data-bbox="339 1164 1519 1332">means all drawings, plans and specifications for the proposed Development each accepted and approved in advance in writing by the Lender (acting reasonably) and as attached to the Lease Plus Agreements including (where the context permits) any substitute plans and specifications substituted therefore with the consent of the Lender and/or any amendments or additions thereto as notified to the Lender from time to time and to which the Lender (in each case, acting reasonably) has consented in writing,</p> <p data-bbox="339 1361 478 1388">"Architect"</p> <p data-bbox="339 1422 1519 1534">means Design Buro (Coventry) Limited (a company registered in England and Wales with number 03469700) whose registered office is at 7 Knob Hill, Stretton on Dunsmore, Warwickshire, CV23 9NN or such other replacement architect as may be appointed with the prior written approval of the Lender (acting reasonably) from time to time,</p> <p data-bbox="339 1563 638 1590">"Assigned Documents"</p> <p data-bbox="339 1624 1519 1736">means the Project Documents (other than the Lease Plus Agreements and all agreements or instruments entered into in connection with or pursuant to such Lease Plus Agreements) to which the Chargor is a party and which are assigned to the Trustee pursuant to Clause 1 2(c) of this Form MG01 or clause 2 2(c) of any deed supplemental to the Debenture,</p> <p data-bbox="339 1765 478 1792">"Borrower"</p> <p data-bbox="339 1825 1268 1852">means Sandwell Lift Project Company (No 3) Limited (Registered No 4928336),</p> <p data-bbox="339 1881 422 1908">"CHP"</p> <p data-bbox="339 1942 1519 2020">means Community Health Partnerships Limited (company number 04220587) (previously known as Partnerships for Health Limited) whose registered office is at Wellington House, 135-155 Waterloo Road, London SE1 9BW,</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Consents"

means all planning and listed building consents, scheduled monument consents, conservation area consents and all other consents, licences, permissions and approvals (whether statutory or otherwise) at any time required in connection with the carrying out and completion of the Development and/or the use and/or occupation of any part of the Mortgaged Property,

"Construction Contract"

means the fixed price construction contract entered into or to be entered into by the Borrower with the Contractor for the purpose of the Development and the Works in a form approved by the Lender (acting reasonably) before 11 May 2012 and includes any variation, amendment or extension of such contract,

"Construction Contract Guarantee"

means the guarantee dated on or about the date of this Agreement granted by the Construction Contractor Guarantor in favour of the Borrower in a form approved by the Lender (acting reasonably) before the date of the Debenture and includes any variation, amendment or extension of such contract,

"Construction Contract Guarantor"

means Thomas Vale Group plc (a company registered in England and Wales with number 0269339) whose registered office is at Lombard House, Worcester Road, Stourport on Severn, Worcs DY13 9BZ or such replacement guarantor as may be appointed from time to time by the Borrower and approved by the Lender (acting reasonably) under the Construction Contract to carry out Works to the Mortgaged Property,

"Construction Contract Parallel Loan Agreement"

means the loan agreement dated on or about 11 May 2012 between the Borrower, the Construction Contract Guarantor and the Construction Contractor in a form approved by the Lender (acting reasonably) before 11 May 2012 and includes any variation, amendment or extension of such contract,

"Contractor"

means Thomas Vale Construction plc (a company registered in England and Wales with number 00078521) whose registered office is at Lombard House, Worcester Road, Stourport on Severn, Worcs DY13 9BZ or such replacement building contractor as may be appointed from time to time by the Borrower and approved by the Lender (acting reasonably) under the Construction Contract to carry out Works to the Mortgaged Property,

"Contractor's Direct Agreement"

means the direct agreement between the Lender, the Trustee, the Borrower, the Construction Contract Guarantor and the Contractor dated on or around 11 May 2012,

"Deed of Assignment"

means the deed of assignment referred to in the Transaction Specific Terms in a form approved by the Lender (acting reasonably) before the date of this Agreement and includes any variation, amendment or extension thereof or any deed supplemental thereto,

"Deed of Charge over Shares"

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="339 376 1058 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="339 501 1519 560">Deed of Charge between HoldCo and the Trustee over HoldCo's shares in the Borrower dated 11 May 2012,</p> <p data-bbox="339 589 730 618">"Deed of Mortgage Debenture"</p> <p data-bbox="339 647 1519 732">means the deed or deeds of mortgage debenture referred to in the Transaction Specific Terms in the Facility Agreement and includes any variation, amendment or extension thereof and any deed supplemental thereto,</p> <p data-bbox="339 761 533 790">"Development"</p> <p data-bbox="339 819 1519 929">means any demolition, construction, refurbishment or other works at or on the Mortgaged Property in accordance with the Planning Permission, all specifications, the Consents, the Statutory Requirements, the Project Documents and such other requirements as the Lender and/or the Technical Adviser may reasonably request,</p> <p data-bbox="339 958 601 987">"Direct Agreements"</p> <p data-bbox="339 990 416 1014">means</p> <ul data-bbox="339 1043 1519 1240" style="list-style-type: none"> <li data-bbox="339 1043 815 1072">(i) the Lender's Direct Agreements, <li data-bbox="339 1102 858 1131">(ii) the Contractor's Direct Agreements, <li data-bbox="339 1160 978 1189">(iii) the Service Provider's Direct Agreements, and <li data-bbox="339 1218 1519 1240">(iv) any direct agreements entered into between the Lender, the Borrower and the Project Team, <p data-bbox="339 1270 541 1299">"Encumbrance"</p> <p data-bbox="339 1328 1519 1413">means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security,</p> <p data-bbox="339 1442 568 1471">"Event of Default"</p> <p data-bbox="339 1500 1126 1529">means the Events of Default referred to in each Facility Agreement,</p> <p data-bbox="339 1559 601 1588">"Facility Agreement"</p> <p data-bbox="339 1617 1519 1733">means a term loan facility agreement (as amended, supplemented and/or varied from time to time) between (inter alia) the Trustee (as lender), the Chargor and the Borrower dated on or about 11 May 2012 and any other term loan facility agreement entered into from time to time between any Lender, the Chargor and the Borrower,</p> <p data-bbox="339 1762 458 1792">"HoldCo"</p> <p data-bbox="339 1821 574 1850">means the Chargor,</p> <p data-bbox="339 1879 592 1908">"Intercreditor Deed"</p> <p data-bbox="339 1937 1519 1995">Intercreditor Deed between, inter alia, the Chargor, the Borrower, LiftCo, CHP, PCT, the Private Sector Participant, the Lender and the Trustee dated on or about 11 May 2012,</p> <p data-bbox="339 2024 628 2054">"Interface Agreement "</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>means the interface agreement between the Borrower, the Service Provider and the Contractor dated on or around 11 May 2012 in a form approved by the Lender (acting reasonably) before 11 May 2012 and includes any variation, amendment or extension of such contract,</p> <p>"Lease Plus Agreements"</p> <p>means the SMBC Lease Plus Agreement and the PCT Lease Plus Agreement and/or any agreements to grant a lease plus agreement relating to the Mortgaged Property granted by the Borrower as landlord to the Tenant (as defined in the relevant lease plus agreement) of the Mortgaged Property at the date hereof and from time to time during the term of the Term Loan Facility in a form approved by the Lender and includes any variation, amendment or extension of such agreement,</p> <p>"Lender"</p> <p>means</p> <p>(a) the Trustee and Aviva plc,</p> <p>(b) any company which is or becomes a holding company of any such company referred to in (a) or subsidiary or associate of any such company or holding company, and</p> <p>(c) any company which would, but for the fact its shares are mortgaged to a third party, be a Lender, but excluding any company which would only be a Lender solely because another Lender has security over the shares in that company,</p> <p>"Lender's Direct Agreement"</p> <p>means each of the direct agreements between the Lender, the Trustee, the Borrower and the PCT dated on or around 11 May 2012 and between the Lender, the Trustee, the Borrower and SMBC dated on or around 11 May 2012,</p> <p>"Lender's Group"</p> <p>means</p> <p>(i) the Lender, the Trustee and Aviva plc,</p> <p>(ii) any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company, and</p> <p>(iii) any company which would, but for the fact its shares are mortgaged to a third party, be a member of the Lenders Group,</p> <p>but excluding any company which would only be a member of the Lenders Group solely because another member of the Lenders Group has security over the shares in that company,</p> <p>"LiftCo"</p> <p>means Sandwell Lift Company Limited (company number 4730805) whose registered office is Third Floor 46 Charles Street, Cardiff United Kingdom, CF10 2GE,</p> <p>"Management Services Agreement"</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>means the management services agreement to be entered into by the Borrower and Liftco in a form as approved by the Lender (acting reasonably) before 12 May 2012 and includes any variation, amendment or extension of such contract,</p> <p>"Mechanical and Electrical Engineer"</p> <p>means Building Services Design Limited (a company registered in England and Wales with number NI055811 whose registered office is at 3 Bellsbridge Office Park, Ladas Drive, Castlereagh, BT6 9FH or such other replacement mechanical and electrical engineer appointed with the prior written approval of the Lender (acting reasonably) from time to time,</p> <p>"Mortgaged Property"</p> <p>means Portway Lifestyle Centre, Newbury Lane, Oldbury, B69 1HE, title number WM914797 which is to be mortgaged to the Trustee pursuant to the Debenture and/or, as the context requires, all other property mortgaged or charged by the Borrower to the Trustee (or any other member of the Lender's Group (as the case may be)) from time to time pursuant to the Senior Funding Documents (references herein to the Mortgaged Property includes references to any part thereof),</p> <p>"Obligor"</p> <p>means each of the Borrower and Chargor,</p> <p>"Parallel Loan Agreements"</p> <p>means the Construction Contractor Parallel Loan and/or the Services Provider's Parallel Loan,</p> <p>"Parent Company Guarantee"</p> <p>means the Construction Contractor Guarantee and/or the Services Provider's Guarantee and any other relevant guarantee,</p> <p>"PCT"</p> <p>means Sandwell Primary Care Trust and/or any other body (whether statutory or otherwise) in its capacity as either a shareholder pursuant to the Shareholders Agreement (other than as a result of a transaction that is not associated with or consequential upon any reorganisation or reallocation of the powers, functions and statutory duties of the transferring party) and/or a Tenant of the Mortgaged Property under a Lease Plus Agreement (howsoever the context permits),</p> <p>"PCT Lease Plus Agreement"</p> <p>means the lease plus agreement entered into or on or around the date of this Agreement between the Borrower and the PCT,</p> <p>"Performance Bond"</p> <p>means the performance bond dated on or around the date of the Debenture granted by the Performance Bond Provider in favour of the Borrower in connection with the obligations of the Contractor under the Construction Contract and includes any replacement performance bond entered into in accordance with Clause 15.5 of the Facility Agreement,</p> <p>"Performance Bond Provider"</p> <p>means QBE Insurance (Europe) Limited (a company registered in England and Wales with number</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

01761561) whose registered office is at Plantation Place, 30 Fenchurch Street, London EC3M 3BD or any issuer of any subsequent performance bond,

"Permitted Encumbrance"

means any Encumbrance created by the Debenture or otherwise in favour of the Lender or a member of the Lender's Group and/or any lien arising by operation of law and in the ordinary course of trading or any retention of title provisions in a supplier's standard conditions for the supply of goods acquired by the Chargor in the ordinary course of its business, where the value of such goods does not exceed £25,000 in aggregate at any given time or, in respect of bank accounts, any right of set off arising by operation of law or otherwise in the ordinary relationship of banker and customer and any other Encumbrance expressly permitted in writing by the Lender,

"Planning Permission"

means the planning permissions granted or to be granted to permit the Development,

"Principal Consultants"

means the Architect, the Structural Engineer, the Mechanical and Electrical Engineer appointed by the Contractor (or Borrower as relevant) in relation to the Development and any replacements thereof,

"Private Sector Participant"

means Primary Plus (Holdings) Limited or any assignee or successor to it as holder of shares in the share capital of LiftCo,

"Professional Appointments"

means together the Principal Consultants and each and every appointment, agreement or contract entered into, whether before, on or after 11 May 2012, by or on behalf of the Borrower of all professional consultants with a design input in connection with the Development and/or maintenance and operation of the Mortgaged Property where, in each case, the Lender requires a Direct Agreement or a collateral warranty from the relevant counterparty (together with, in each case, professional indemnity insurance cover as reasonably required by the Lender),

"Project Documents"

means

- (i) the Approved Contracts,
- (ii) each of the Professional Appointments,
- (iii) the Approved Plans and Specifications,
- (iv) the Planning Permission,
- (v) the Parallel Loan Agreements,
- (vi) the Performance Bond,
- (vii) the Interface Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(viii) the Lease Plus Agreement,</p> <p>(ix) the Parent Company Guarantee,</p> <p>(x) the Strategic Partnering Agreement,</p> <p>(xi) the Management Services Agreement,</p> <p>(xii) the Underlease,</p> <p>and any other material agreements or documents entered into or executed by the Chargor in connection with the Development or the Mortgaged Property either on or about 11 May 2012 or at a later date,</p> <p>"Project Team"</p> <p>means the Contractor, the Services Provider, the Principle Consultants, sub-contractors and all professional consultants employed under the Professional Appointments,</p> <p>"Property"</p> <p>means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest,</p> <p>"Qualifying Collateral"</p> <p>means the assets rights and undertakings of the Chargor from time to time mortgaged, charged or assigned to the Trustee pursuant to the Debenture,</p> <p>"Receiver"</p> <p>means any person or persons appointed to be a receiver, administrative receiver or receiver and manager of the Undertaking or any part of it subject to the Debenture,</p> <p>"Securities"</p> <p>means all stocks, shares, bonds and securities of any kind whatsoever, whether marketable or otherwise, and all other interest (including, but not limited to, loan capital) of the Chargor both present and future in any person and includes allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,</p> <p>"Senior Funding Documents"</p> <p>means</p> <p>(i) the Facility Agreement,</p> <p>(ii) the Deed of Assignment,</p> <p>(iii) the Deed of Mortgage Debenture,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (iv) the Direct Agreements,
- (v) the Intercreditor Deed,
- (vi) the Deed of Charge over Shares in the Borrower,
- (vii) any other document(s) specified as such in the Transaction Specific Terms,
- (viii) any other agreement or instrument which is at any time designated by any member of the Lender's Group and any Obligor, or by any member of the Lender's Group and any third party, as a Senior Funding Document,
- (ix) any other agreement or instrument relating to the Indebtedness which has been or may be entered into by any Obligor and any member of the Lender's Group, and
- (x) any other agreement or instrument that may be entered into further or pursuant to any of the documents referred to above and any variation, amendment or extension of any such document(s) and any agreement or instrument supplemental thereto,

"Services"

shall have the meaning given to that term in the relevant Service Provider's Contract,

"Service Provider"

means John Laing Integrated Services Limited (a company registered in England and Wales with number 03679838) whose registered office is at Allington House, 150 Victoria Street, London, SW1E 5LB or such replacement service provider as may be appointed from time to time by the Borrower and approved by the Lender (acting reasonably),

"Service Provider's Contract"

means the fixed price facilities management contract entered into or to be entered into by the Chargor with the Service Provider for the purpose of providing the Services in a form approved by the Lender (acting reasonably) before 11 May 2012 and includes any variation, amendment or extension of such contract,

"Service Provider's Direct Agreement"

means the direct agreement between the Lender, the Trustee, the Borrower, the Service Provider's Guarantor and the Service Provider dated on or around 11 May 2012,

"Service Provider's Guarantee"

means the guarantee dated on or about 11 May 2012 granted by the Service Provider's Guarantor in favour of the Chargor in a form approved by the Lender (acting reasonably) before 11 May 2012 and includes any variation, amendment or extension of such contract,

"Service Provider's Guarantor"

means John Laing Investments Limited (Company number 00780225) whose registered office is at Allington House, 150 Victoria Street, London, SW1E 5LB or such replacement guarantor as may be appointed from time to time by the Chargor and approved by the Lender (acting reasonably) under the Construction Contract to carry out Works to the Mortgaged Property,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 376 1054 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 472 892 501">"Service Provider Parallel Loan Agreement"</p> <p data-bbox="336 530 1519 613">means the loan agreement dated on or about 11 May 2012, between the Borrower, the Service Provider's Guarantor and the Service Provider in a form approved by the Lender (acting reasonably) before 11 May 2012 and includes any variation, amendment or extension of such contract,</p> <p data-bbox="336 642 679 672">"Shareholders Agreement"</p> <p data-bbox="336 701 1519 813">means the shareholders agreement dated 15th January 2004 and made between (inter alia) the Private Sector Participant, Liftco, Partnerships for Health and Wednesbury and West Bromwich Primary Care Trust, Oldbury and Smethwick Primary Care Trust, Rowley Regis and Tipton Primary Care Trust,</p> <p data-bbox="336 842 440 871">"SMBC"</p> <p data-bbox="336 873 818 902">means the Borough Council of Sandwell,</p> <p data-bbox="336 931 735 960">"SMBC Lease Plus Agreement"</p> <p data-bbox="336 990 1519 1043">means the lease plus agreement entered into on or around the date of this Agreement between the Borrower and SMBC,</p> <p data-bbox="336 1072 663 1102">"Statutory Requirements"</p> <p data-bbox="336 1131 1519 1299">means any provision or requirement of any act of parliament or any instrument, rule or order made under any act of parliament or any regulation, by-law, industry standard and any codes of practice of any competent authority or of any statutory undertaker or company which has jurisdiction in relation to the carrying out of the Development, the use, occupation or operation of the Mortgaged Property or with whose drainage, sewerage, mechanical, electrical, fuel, telecommunication or other systems the Mortgaged Property is or will be connected,</p> <p data-bbox="336 1328 762 1357">"Strategic Partnering Agreement"</p> <p data-bbox="336 1386 1519 1498">means the Agreement entered into on 15 January 2004 between the Private Sector Participant, Liftco, the PCT and Wednesbury and West Bromwich Primary Care Trust, Oldbury and Smethwick Primary Care Trust, Rowley Regis and Tipton Primary Care Trust, Sandwell Mental Health NHS and Social Care Trust and The Borough Council of Sandwell,</p> <p data-bbox="336 1527 608 1556">"Structural Engineer"</p> <p data-bbox="336 1585 1519 1697">means MCBE Projects Limited (a company registered in England and Wales with number 03500619) whose registered office is at King House, 2 Ludlow Road, Redditch, Worcestershire, B97 4EN or such other structural engineer appointed with the prior written approval of the Lender (acting reasonably) from time to time,</p> <p data-bbox="336 1727 592 1756">"Technical Advisor"</p> <p data-bbox="336 1785 1519 1839">means Davis Langdon or such other technical advisor and/or advisors as the Lender shall appoint from time to time,</p> <p data-bbox="336 1868 448 1897">"Tenant"</p> <p data-bbox="336 1926 1023 1955">means any party so defined in any Lease Plus Agreement,</p> <p data-bbox="336 1984 600 2013">"Term Loan Facility"</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>means the term loan facility granted by the Lender to the Borrower under, and in accordance with Clause 3 1 of the Facility Agreement,</p> <p>"Transaction Specific Terms"</p> <p>means the transaction specific terms set out in the Facility Agreement as amended or varied (if at all) from time to time,</p> <p>"Underlease"</p> <p>means the underlease dated on or about 11 May 2012 between the Borough Council of Sandwell and Sandwell Leisure Trust in a form approved by the Lender and includes any variation, amendment or extension of such agreement,</p> <p>"Undertaking"</p> <p>means the property, assets, rights and revenues of the Chargor, whatsoever and wheresoever, present and future, including the uncalled share capital (if any) or such of them as the context so requires</p> <p>"Works"</p> <p>shall have the meaning given to that term in the relevant Service Provider's Contract</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

MG01

Particulars of a mortgage or charge

7 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

8 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)

9 Signature

Please sign the form here

Signature

Signature

X *Baron Balth LHP*

X

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

MG01

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 Lisa Garbett

Company name Bevan Brittan LLP

Address Kings Orchard

1 Queen Street

Post town Bristol

County/Region

Postcode B S 2 0 H Q

Country

DX

Telephone 0870 194 1209



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4929912
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
11 MAY 2012 AND CREATED BY SANDWELL LIFT (MIDCO) (NO
3) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO AVIVA PUBLIC PRIVATE
FINANCE LIMITED (THE "TRUSTEE") OR ANY LENDER ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 24
MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MAY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES