

MG01

Particulars of a mortgage or charge

381967/39



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

TUESDAY



AWKY3K3E

A15

18/05/2010

3

COMPANIES HOUSE

FOR OFFICIAL USE

1

Company details

Company number

0 7 1 2 3 3 6 4

Company name in full

Birmingham and Solihull Lift (Fundco 3) Limited (the "Company")

Filing 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

d0 d5 m0 m5 y2 y0 y1 y0

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

A debenture dated 5 May 2010 between (1) the Company and (2) Barclays
Bank PLC (the "Security Trustee") (the "Debenture").

4

Amount secured

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

Amount secured

Please see attached continuation page.

Continuation page

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

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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 Barclays Bank PLC

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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 Please see attached continuation page

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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

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 866).

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 870). 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 *Robert Morris LLP* X

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

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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 **Fiona Swords**

Company name **Pinsent Masons LLP**

Address **3 Colmore Circus**

Post town **Birmingham**

County/Region

Postcode **B 4 6 B H**

Country

DX **703167 Birmingham 12**

Telephone **0121 335 2954**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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Amount secured

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

Amount secured

All moneys, obligations and liabilities at the date of the Debenture or in the future covenanted to be paid or discharged by the Company under the Senior Finance Documents in each case when the same becomes due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, at the date of the Debenture, future or contingent, joint or several, incurred as principal or surety, originally owing to the Beneficiaries or purchased or otherwise acquired by it, denominated in Sterling or in any other currency or incurred as any banking account or in any other manner whatsoever. The liabilities include -

(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest, exchange or inflation rates,

(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind, and

(c) interest, commissions, fees, costs and expenses which may be incurred by any Beneficiary in relation to such liabilities in accordance with the Senior Finance Documents

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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

All defined terms have the same meaning given to them under the heading *Definitions* below

1 FIXED CHARGES

By the Debenture the Company charges to the Security Trustee with full title guarantee and by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales vested in the Company at the date of the Debenture by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both at the date on which the Debenture was entered into and thereafter, from time to time owned by the Company or in which the Company may from time to time have an interest -

1 1 Properties

all freehold and leasehold property and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery for the time being on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same (subject, in the case of leasehold property to any necessary third party consents to such charge or mortgage being obtained),

1 2 Plant and machinery

except that charged under Clause 3 1 1 of the Debenture (as set out in paragraph 1 1 above), all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,

1 3 Securities

subject to the rights of the Tenant under clause 38A of the Project Agreement, all stocks, shares, bonds and securities of any kind whatsoever (including, for the avoidance of doubt, Authorised Investments) and all other interests (including, but not limited to, loan capital) in any person, including all 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,

1 4 Debts

all book and other debts, revenues and monetary claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it (including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Account Bank or with any other person (except the Distribution Account, those charged under Clause 3 1 5 of the Debenture (set out at paragraph 1 5 above) and, for the avoidance of doubt, that part of any joint account to which the Company is not beneficially entitled)) and all things in action which may give rise to any debt, revenue or monetary claim, together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto (including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights),

1 5 Bank Accounts

all its rights, title, benefit and interest (at the date of the Debenture and in the future), in and to the Charged Moneys and the Charged Accounts (other than the Distribution Account),

1 6 Goodwill and uncalled capital

all goodwill and uncalled capital of the Company, and

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1 7 Intellectual Property Rights

all its Intellectual Property Rights at the date of this Debenture and in the future and the benefit of all licences and sublicences present at the date of this Debenture and in the future of Intellectual Property Rights granted either by or to it

1 8 Assignment Provisions

The Company with full title guarantee hereby assigns to the Security Trustee by way of security (but subject to re-assignment and/or redemption upon payment and discharge in full of the Secured Liabilities) -

- 1 8 1 all of its right, title, benefit and interest in and to the Assigned Agreements, including all moneys which at any time may be or become payable to the Company pursuant thereto and the proceeds of any claims, awards and judgements which may at any time be receivable or received by the Company pursuant thereto,
- 1 8 2 all its right, title, benefit and interest in and to any proceeds of any Insurances at the date of the Debenture or in the future, subject to clause 37 13 of any Project Agreement and for any Project where there is no Project Agreement, the corresponding clause or clauses in the equivalent Project Agreement together with all moneys, benefits and advantages that may become payable to it to which it is beneficially entitled absolutely or accrue to it to which it is beneficially entitled absolutely thereunder and the full benefit of such policies relating thereto and all the right, title, benefit and interest whatsoever of the Company therein together with power to claim and to give an effective discharge for any of the moneys assured to otherwise payable under such policies, and
- 1 8 3 all its right, title, benefit and interest in and to any Rent together with the benefit of any covenant to pay Rent and the benefit of any guarantee of Rent by a third party and any amounts payable under such guarantee

Prior to the Enforcement Date, the Company shall be entitled to exercise all the rights of the Company under each Assigned Agreement provided that any such exercise shall be in accordance with the terms of the Senior Finance Documents

2 FLOATING CHARGES

2 1

The Company charges by way of the Debenture to the Security Trustee with full title guarantee and by way of first floating charge as a continuing security for the payment and discharge of the Secured Liabilities its undertaking and all of its property, assets and rights whatsoever and wheresoever both at the date of the Debenture and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to Clause 3 1 of the Debenture (set out at paragraph 1 above) or assigned pursuant to Clause 3 2 of the Debenture (set out at paragraph 1 8 above) or otherwise charged pursuant to the Debenture or any rights and interest in and to, and in respect of, the proceeds of, or amounts standing to the credit of, the Distribution Account

2.2

The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986

2 3

Without prejudice to Clause 3 3 2 of the Debenture (set out at paragraph 2 2 above) the Security Trustee reserves its rights to appoint an administrative receiver in accordance with sections 72B to H (inclusive) of the Insolvency Act 1986

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Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Accession Undertaking"

means an undertaking in the form set out in the Security Trust Deed

"Account Bank"

means Barclays Bank PLC in its capacity as holder of the Project Accounts and/or such other banks as may be appointed additional or substitute holders of any Project Accounts in accordance with the Account Agreement

"Account Agreement"

means the account agreement dated 5 May 2010 between Birmingham and Solihull Lift (Fundco 3) Limited, the Account Bank, the Security Trustee and the Agent

"Agent"

means Barclays Bank PLC in its capacity as agent to the Finance Parties

"Authorised Investments"

means any of

- (a) U K government securities denominated in Sterling and with less than one year to run to maturity, or
- (b) Sterling bank debt obligations in the form of time deposits, certificates of deposit or banker's acceptances and payable not more than three months from the date of original issue or deposit, in each case held or issued as the case may be, in the U K with or by an institution permitted under the Financial Services and Markets Act 2000 to carry out authorised investments under the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and has a short term debt rating of A1 or better by Standard & Poor's Corporation or P1 or better by Moody's Investors Services Inc, or
- (c) such other investments or securities which are approved in writing by the Agent

"Bank"

is as defined in the Facilities Agreement

"BaSS Side Letter"

means the side letter from the BaSS LIFT Holdings Limited addressed to the Agent dated on or about the 5 May 2010 relating to the ownership of Liftco

"Beneficiaries"

means the Agent, a Bank, the Account Bank, the Security Trustee and the Hedging Bank as at 5 May 2010 and their respective successors in title and each other person which is a party to the Facilities Agreement and which has executed and delivered to the Security Trustee an Accession Undertaking or, in the case of any successor trustee

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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	"Charged Accounts"	means, subject to Clause 3 1 5 of the Debenture (set out at paragraph 1 5 above), each of the bank accounts (including all sub-accounts of such accounts and any redenomination, redesignation, substitution or replacement of such accounts) of the Company from time to time, including each bank account listed in Schedule 2 of the Debenture (as set out at Schedule 2 of this form)
	"Charged Moneys"	means all moneys from time to time standing to the credit of the Charged Accounts and all interest and other amounts from time to time payable in respect of, or accruing to, the Charged Accounts
	"CHP"	means Community Health Partnerships Limited (registered no 420587) whose registered office is at 11th Floor, New Kings Beam House, 22 Upper Ground, London, SE1 9BW
	"Collateral Instruments"	means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liability of any person and includes any document or instrument creating or evidencing a Security Interest
	"Collateral Warranties"	means each of the agreements to be entered into on or after the date of the Facilities Agreement by each Construction Contractor, architect, structural engineer, mechanical and electrical engineer or other consultant or engineer in favour of the Security Trustee in respect of each Project
	"Construction Contract"	means, in relation to a Project, the contract in the agreed form entered into, or to be entered into, between the relevant Construction Contractor and the Company relating to the design and construction of the relevant Project Facilities
	"Construction Contractor"	means, in relation to a Project, as specified in the relevant Project Confirmation, and any successor, assignee or transferee thereof or substitute approved by the Agent
	"Construction Contractor Direct Agreement"	means, in relation to a Project, the agreement between, inter alia, the relevant Construction Contractor, the Company, the Agent and the Security Trustee in respect of the Construction Contractor's obligations under the relevant Construction Contract

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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>"Direct Agreements"</p> <p>means, in relation to a Project -</p> <ul style="list-style-type: none"> (a) the Funders Direct Agreement, (b) the Service Provider Direct Agreement, (c) the Construction Contractor Direct Agreement, and (d) Liftco Direct Agreement <p>and "Direct Agreement" means any of them</p> <p>"Distribution Account"</p> <p>means the account (and relevant sub-accounts relating to each Project) so designated to be maintained in accordance with the Account Agreement</p> <p>"DSR Facility"</p> <p>means, in respect of a Project, the Sterling debt service reserve facility granted or to be granted to the Company pursuant to the relevant Project Confirmation on the terms set out in the Facilities Agreement and "DSR Facilities" shall be construed accordingly</p> <p>"Facilities"</p> <p>means, as the context requires -</p> <ul style="list-style-type: none"> (a) in relation to a particular Project, the Term Loan Facility and the DSR Facility in respect of that Project, and (b) in relation to all the Projects, the Term Loan Facilities and the DSR Facilities, <p>PROVIDED THAT for the purposes of interpretation of the Direct Agreements, "Facilities" shall have the meaning given to it in the relevant LPA</p> <p>"Facilities Agreement"</p> <p>means the facilities agreement of even date with the Debenture and made between the Company, Liftco and Barclays Bank PLC as Agent, Security Trustee and Initial Lender</p> <p>"Fee Letter"</p> <p>means any letter of letters in the agreed form between the Agent and the Company referred to in any Project Confirmation in connection with the arrangement, commitment or monitoring fees</p> <p>"Finance Party"</p> <p>means the Agent, a Bank, the Account Bank, the Security Trustee or the Hedging Bank and "Finance Parties" means all of them</p>
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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>"Funders Direct Agreement" means, in relation to a Project -</p> <p>(a) the agreement entered into or to be entered into between, inter alia, the relevant PCT, the Company, the Agent and Liftco, and</p> <p>(b) any other agreement designated by the Agent and the Company as a Funders Direct Agreement</p> <p>"Hedging Agreement" means any derivatives transaction entered into by the Company with a Hedging Bank including but not limited to any interest rate derivatives and inflation derivatives</p> <p>"Hedging Bank" means Barclays Bank PLC in its role as Hedging Bank or any other counterparty to a Hedging Agreement</p> <p>"Intellectual Property Rights" means intellectual property and rights in intellectual property of every description (including, without limitation, licences, patents, copy rights, design registrations, unregistered designs, trademarks, service marks, computer programs, software and know-how and all other intellectual property and rights therein)</p> <p>"Intercreditor Deed" means the Intercreditor deed dated 5 May 2010 between, amongst others, the Security Trustee, the Company, the relevant Liftco Shareholders and Liftco</p> <p>"Initial Lender" Barclays Bank PLC in its capacity as the initial lender</p> <p>"Legal Mortgage" means, where relevant in respect of a Project, first legal mortgages in the agreed form to be given by the Company to the Security Trustee over each relevant Property</p> <p>"Liftco" means Birmingham and Solihull Local Improvement Finance Trust Limited (company number 04958890)</p> <p>"Liftco Direct Agreement" means, in relation to each Site, the direct agreement in the agreed form dated 5 May 2010 between Liftco, the Company, the Agent and the Security Trustee</p> <p>"Liftco Guarantee" means the guarantee dated 5 May 2010 given by Liftco to the Security Trustee in respect of all the Company's obligations and liabilities under the Senior Finance Documents</p> <p>"Liftco Loan Notes" means, in respect of a Project, the subordinated loan notes constituted by the Liftco Loan Note Instruments and to be issued to the relevant Liftco Shareholders and/or Liftco in connection with that Project</p>
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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>"Liftco Loan Note Instrument" means, in respect of a Project, instrument executed by Liftco pursuant to which the Liftco Loan Notes are constituted and "Liftco Loan Note Instruments" shall be construed accordingly</p> <p>"Liftco Share Charge" means a share charge dated 5 May 2010 created by Liftco in favour of the Security Trustee containing, inter alia, a fixed charge over Liftco's shares in the Company</p> <p>"Liftco Shareholders" means CHP, Birmingham East & North PCT, South Birmingham PCT, Heart of Birmingham PCT and Solihull Care Trust and BaSS LIFT Holdings Limited</p> <p>"Loan Notes" means, in respect of a Project, the series A and/or series B subordinated loan notes constituted by the Loan Note Instruments and to be issued to the relevant Liftco Shareholders and/or Liftco in connection with that Project</p> <p>"Loan Note Instruments" means, in respect of a Project, the series A instrument and / or the series B instrument executed by the Company pursuant to which the Loan Notes are constituted and "Loan Note Instruments" shall be construed accordingly</p> <p>"LPA" means a lease plus agreement entered into in connection with any Project</p> <p>"PCT" means any of Birmingham East & North PCT, South Birmingham PCT, Heart of Birmingham Teaching PCT, and Solihull Primary Care Trust and any other Primary Care Trust, local authority, NHS Trust or other person that becomes a party to a Project Agreement</p> <p>"Premises" means the Premises as defined in the relevant Project Agreement</p> <p>"Project" means the design, construction, financing and operation by the Company for a PCT of a primary care or other healthcare facility pursuant to a Project Agreement, the details of which are set out in a Project Confirmation, and "Projects" shall be construed accordingly</p> <p>"Project Accounts" means the accounts (and relevant sub-accounts relating to each Project) so designated to be maintained in accordance with the Account Agreement</p> <p>"Project Agreements" means each project agreement, land retained agreement, LPA or other similar project or concession agreement entered into or to be entered into between (1) the Company and (2) a PCT in relation to all or part of a Project</p>
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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

"Project Confirmation"

means the notice in writing given to the Agent materially in the form set out in the Facilities Agreement requesting that it accepts a proposed project as a Project

"Project Facilities"

means the Facilities (as defined in the relevant Project Agreement)

"Property"

means any property of properties acquired by or transferred to or leased to the Company in connection with any Project

"Rent"

means any rent, licence, fee (or other amounts payable in respect of any use or occupation of any of the Properties) paid or payable to the Company in connection with any lease of the Properties or other agreement to pay such amount relating to the occupation or development of that property and for the avoidance of doubt the expression Rent shall include any amounts payable in respect of, in replacement for or as settlement for any such amount of rent or other payments

"Secured Liabilities"

means all the obligations of the Company and Liftco to the Beneficiaries arising by virtue of the Senior Finance Documents as amended varied or restated from time to time

"Security Documents"

means -

- (a) the Debenture,
- (b) the Liftco Share Charge,
- (c) the Security Trust Deed,
- (d) the Collateral Warranties,
- (e) the Direct Agreements,
- (f) each Shareholder Support Deed,
- (g) the Legal Mortgages,
- (h) the Liftco Guarantee,
- (i) a receipted notice of assignment of the benefit of any Hedging Agreement from the relevant Hedging Bank, and
- (j) 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 Debenture and the Liftco Share Charge and the acknowledgements thereto

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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>"Security Instrument"</p> <p>"Security Interest"</p> <p>"Security Trust Deed"</p> <p>"Senior Finance Documents"</p> <p>"Senior Finance Party"</p> <p>"Service Agreement"</p> <p>"Service Provider"</p>	<p>means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or other security interest (excluding retention of title clauses) having the effect of conferring security</p> <p>means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or other security interest or any other agreement or arrangement (excluding retention of title clauses) having the effect of conferring security</p> <p>means the Security Trust Deed entered into on or about the date of the Debenture between the Company, Liftco and Barclays Bank PLC (in various capacities)</p> <p>means -</p> <ul style="list-style-type: none"> (a) the Facilities Agreement, (b) the Security Documents, (c) the Intercreditor Deed, (d) the Account Agreement, (e) the Hedging Agreement, (f) each Project Confirmation, (g) each Fee Letter, (h) any notices of assignment pursuant to the Security Documents and the acknowledgements thereof, (i) the BaSS Side Letter, and (j) any other document in connection with the Project designated as such by a Senior Finance Party and the Company <p>means the Agent, a Bank, the Account Bank, the Security Trustee or the Hedging Bank</p> <p>means, in relation to a Project, the agreement entered into or to be entered into between (inter alia) the Company and the Service Provider pursuant to which the Service Provider undertakes to provide the Services as defined in the Facilities Agreement</p> <p>means, in relation to a Project, as specified in the relevant Project Confirmation or any other substitute or replacement approved by the Agent</p>

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Short particulars

Service Provider Direct Agreement"

means, in relation to a Project, the agreement between, inter alia, the relevant Service Provider, the Company, the Agent and the Security Trustee in respect of the Service Provider's obligations under the relevant Service Agreement

"Site"

is as defined in the relevant Project Agreement and in each case including the relevant Premises relating thereto

"Shareholder Support Deed"

means, where required in respect of any Project, each shareholder support and subordination deed entered into or to be entered into between amongst others the relevant Liftco Shareholders and/or Liftco (where applicable) and the Company in relation to the subscription for Loan Notes and Liftco Loan Notes

"Sterling"

means the lawful currency for the time being of the United Kingdom

"Tenant"

means the tenant under the relevant LPA

"Term Loan Facility"

means, in respect of a Project, Tranche A and/or Tranche B (as appropriate) and **"Term Loan Facilities"** shall be construed accordingly

"Tranche A"

means, in respect of a Project, tranche A of the Term Loan Facility granted or to be granted to the Company on the terms as specified in the relevant Project Confirmation

"Tranche B"

means, in respect of a Project (where relevant) tranche B of the Term Loan Facility granted or to be granted to the Company on the terms as specified in the relevant Project Confirmation

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SCHEDULE 1

PROPERTY

Not applicable

SCHEDULE 2

THE CHARGED ACCOUNTS

Account Name	Account Number	Sort Code
1 Proceeds Account	20701327	20-98-61
2 Maintenance Reserve Account	23364321	20-98-61
3 Change in Law Account	80186724	20-98-61
4 Operating Account	00651567	20-98-61
5 Residual Value Sweep Account	33910121	20-98-61
6 FM Contingency Account	70207829	20-98-61
7 Relief Event Reserve Account	53191826	20-98-61
8 Defects Reserve Account	13546721	20-98-61
9 General Insurance Proceeds Account	03244725	20-98-61
10 LPA Insurance Proceeds Account with Birmingham North & East Primary Care Trust	[]	[]



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7123364
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 MAY 2010
AND CREATED BY BIRMINGHAM AND SOLIHULL LIFT
(FUNDCO 3) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES
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 18 MAY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2010



PO/OT

