

334197/26
MG01

Particulars of a mortgage or charge



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

THURSDAY



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05/08/2010

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COMPANIES HOUSE

1

Company details

Company number

0 7 1 2 3 3 6 4

Company name in full

Birmingham and Solihull LIFT (Fundco 3) Limited

3

For official use

→ 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

d3 d0 m0 m7 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 supplemental debenture dated 30 July 2010 between (1) the Company and (2) Barclays Bank
PLC (the "Security Trustee") (the "Supplemental Debenture")

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Amount secured

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

Amount secured

All monies and all obligations and liabilities due on or after 30 July
2010, owing or incurred by it to the Beneficiaries under or pursuant to
the Senior Finance Documents in each case when the same became
due for payment or discharge whether by acceleration or otherwise,
and whether such money, obligations or liabilities are express or
implied, present, 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 on any banking account or in any other manner
whatsoever ("Secured Liabilities")

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.

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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).

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Signature

Please sign the form here

Signature

Signature

X

Pravin Kumar K.P.

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 **West Midlands**

Postcode **B 4 6 B H**

Country

DX **703167 Birmingham 12**

Telephone **0121 200 1050**



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

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Particulars of a mortgage or charge

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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

The Company with full title guarantee and by way of fixed charge, without prejudice to the terms of the Debenture and all rights and interests arising under or pursuant thereto, as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title, benefit and interest existing on or after 30 July 2010 in and to the Sparkhill Charged Moneys and Sparkhill Charged Accounts (other than the Distribution Account)

Definitions

"Account Agreement"	means the account agreement dated 30 July 2010 between Birmingham and Solihull Lift (Fundco 3) Limited, the Account Bank, the Security Trustee and the Agent
"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
"Agent"	means Barclays Bank PLC in its capacity as agent to the Finance Parties
"Bank"	means Barclays Bank plc and any new bank according to the terms of the Facilities Agreement
"Beneficiaries"	means the Finance Parties as at 30 July 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 of the Security Trust Deed, which has become a party to the Security Trust Deed in accordance with the terms of the Security Trust Deed and "Beneficiary" is a reference to anyone of them as the context may require
"Debenture"	means the debenture dated 5 May 2010 between the Company and the Security Trustee
"Distribution Account"	means, in relation to a Project, the account so designated to be maintained in accordance with the Account Agreement for that Project
"Facilities Agreement"	means the Facilities Agreement dated 5 May 2010 and made between the Company, Birmingham and Solihull Local Improvement Finance Trust Limited and Barclays Bank PLC as Agent, Security Trustee and Initial Lender as amended

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

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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

"Finance Parties"	means the Agent, a Bank, the Account Bank, the Security Trustee or the Hedging Bank and "Finance Parties" means all of them
"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
"Hedging Bank"	means Barclays Bank PLC in its role as Hedging Bank or any other counterparty to a Hedging Agreement
"Initial Lender"	Barclays Bank PLC in its capacity as the initial lender
"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
"Project Accounts"	means the accounts (and relevant sub-accounts relating to each Project) so designated to be maintained in accordance with the Account Agreement
"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
"Sparkhill Charged Accounts"	means the various bank accounts which the Company has opened with Barclays Bank PLC in connection with the Birmingham and Solihull LIFT scheme details of which are set out in the Schedule
"Sparkhill Charged Moneys"	means all moneys from time to time standing to the credit of the Sparkhill Project Accounts and all interest and other amounts from time to time payable in respect of, or accruing to, the Sparkhill Project Accounts
"Sterling"	means the lawful currency for the time being of the United Kingdom

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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

SCHEDULE

Account Name	Account Number
Proceeds Account	30989193
Maintenance Reserve Account	20233099
Change in Law Account	10546690
Operating Account	10210099
Residual Value Sweep Account	33346706
FM Contingency Account	73256294
Relief Event Reserve Account	73004694
Defects Reserve Account	73790193
General Insurance Proceeds Account	03428591
LPA Insurance Proceeds Account with Heart of Birmingham Teaching Primary Care Trust	The account number as confirmed by the Account Bank to the Agent after this agreement in accordance with the requirements of Clause 16 50 (<i>Conditions Subsequent</i>) of the Facilities Agreement



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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 30 JULY 2010 AND CREATED BY BIRMINGHAM AND
SOLIHULL LIFT (FUND CO 3) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE 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 5 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 AUGUST 2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES