

MG01

Particulars of a mortgage or charge

336058/13



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LASERFORM

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

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



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AMNRRON7

29/10/2010

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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

(the "Company")

6

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

d2 d2 m1 m0 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 legal mortgage dated 22 October 2010 between (1) the Company and (2) Barclays Bank PLC
(the "Security Trustee") (the "Legal Mortgage")

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Amount secured

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

Amount secured

All obligations and liabilities at the point of the Legal Mortgage or in
the future (whether actual or contingent and whether owed jointly or
severally or alone in any other capacity whatsoever) of the Company
to the Security Trustee (whether on its own account or on behalf of
any of the Beneficiaries) or to the other Beneficiaries (or any of them)
under any Senior Finance Document to which the Company is a party
(including all monies covenanted to be paid under the Legal
Mortgage) ("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 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

The Company with full title guarantee and as a continuing security for payment of all the Secured Liabilities charges and agrees to charge in favour of the Security Trustee by way of first legal mortgage all the right, title and interest of the Company in and to the Property existing at the date of the Legal Mortgage and in the future

Definitions

"Accession Undertaking"	means an undertaking in the form set out in the Security Trust Deed
"Account Agreement"	means the account agreement dated 13 September 2010 between the Company, 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 13 September 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
"Collateral Warranties"	means each of the agreements to be entered into on or after 26 May 2010 by each Construction Contractor (as defined in the Facilities Agreement), architect, structural engineer, mechanical and electrical engineer or other consultant or engineer in favour of the Security Trustee in respect of each Project
"Debenture"	means a mortgage debenture dated 13 September 2010 created by the Company in favour of the Security Trustee containing, inter alia, fixed and floating charges as supplemented by the Supplemental Debenture

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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

"Direct Agreements"	means, in relation to a Project - (a) the Funders Direct Agreement, (b) the Service Provider Direct Agreement, (c) the Construction Contractor Direct Agreement, and (d) Liftco Direct Agreement and "Direct Agreement" means any of them
"Facilities Agreement"	means the Facilities Agreement dated 26 May 2010 and made between the Company, Prima 200 Limited and Barclays Bank PLC as Agent, Security Trustee and Initial Lender as amended, restated and varied
"Fee Letter"	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
"Finance Party"	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
"Intercreditor Deed"	means the Intercreditor deed dated 26 May 2010 between, amongst others, the Security Trustee, the Company, the relevant Liftco Shareholders and Liftco
"Liftco"	means Birmingham and Solihull LIFT (Fundco 3) Limited
"Liftco Guarantee"	means the guarantee dated 26 May 2010 given by Liftco to the Security Trustee in respect of all the Company's obligations and liabilities under the Senior Finance Documents

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"Loan Notes"	means, in respect of a Project, the series A and/or series B subordinated loan notes constituted by the Loan Note Instruments (as defined in the Facilities Agreement) and to be issued to the relevant Liftco shareholders and/or Liftco in connection with that Project
"Liftco Share Charge"	means a share charge dated 26 May 2010 created by Liftco in favour of the Security Trustee containing, inter alia, a fixed charge over Liftco's shares in the Company
"PLI Side Letter"	means the side letter from the Prime LIFT Investments Limited addressed to the Agent dated on or about 26 May 2010 relating to the ownership of Liftco
"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
"Property"	means the property described in Schedule 1 and, where the context so admits, includes - (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon to the extent owned by the Company, (b) all easements, rights and agreements in respect thereof, (c) all proceeds of sale of that property, and (d) the benefit of all covenants given in respect thereof

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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

"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) any Supplemental Debenture,
- (i) the Liftco Guarantee,
- (j) a receipted notice of assignment of the benefit of any Hedging Agreement from the relevant Hedging Bank, and
- (k) 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

"Security Trust Deed"

means the Security Trust Deed entered into on 26 May 2010 between the Company, Liftco and Barclays Bank PLC (in various capacities)

Short particulars of all the property mortgaged or charged

Short particulars

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Short particulars of all the property mortgaged or charged

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Short particulars

<p>"Senior Finance Document"</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 PLI Side Letter, and (i) any other document in connection with the Project designated as such by a Senior Finance Party and the Company
<p>"Shareholder Support Deed"</p>	<p>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</p>
<p>"Supplemental Debentures"</p>	<p>means each supplemental debenture entered into between the Company and the Security Trustee in relation to a Project, granting the fixed charge over the Project Accounts (save for a Distribution Account in the agreed form)</p>

INTERPRETATION

In the Legal Mortgage, unless the context requires otherwise -

(a) any reference to any person shall (unless expressly provided otherwise) include their respective permitted successors or assigns (whether immediate or derivative)

(b) references to any Senior Finance Document shall be construed as references to that Senior Finance Document as amended, varied, novated or supplemented from time to time, as the case may be

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Particulars of a mortgage or charge

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

MG01s - continuation page
Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	SCHEDULE 1	
	THE PROPERTY Land known as Zone 9c, Park Central, Bath Row, Birmingham B15 1NZ (Registered Title Number WM949976)	

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Particulars of a mortgage or charge

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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 *Pinet Marons 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 Victoria Baker

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 260 4026



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. 7123364
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 22
OCTOBER 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 SECURITY TRUSTEE (WHETHER ON ITS OWN ACCOUNT
OR ON BEHALF OF ANY OF THE BENEFICIARIES) OR TO THE
OTHER BENEFICIARIES (OR ANY OF THEM) 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 29 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 NOVEMBER
2010

JK



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**