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

*insert full name
of Company

COMPANIES FORM No. 395 30/11/13
Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00078731

Name of company

* Birmingham Chamber of Commerce and Industry (the "Company")

Date of creation of the charge

24 August 2007

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

Legal mortgage granted by the Company in favour of the Chargee (as defined below) (the "Charge")

Amount secured by the mortgage or charge

Please see part 2 of the Schedule attached

Names and addresses of the mortgagees or persons entitled to the charge

The Birmingham C.O.C Pension Fund Trustee Company Limited (Company No 00482446) whose registered office is at Chamber of Commerce House, 75 Harborne Road, Edgbaston, Birmingham (the "Chargee")

Postcode B15 3DH

Presentor's name address and
reference (if any)

Pinsent Masons
3 Colmore Circus
Birmingham
B4 6BH
MD02/625760 07000/HB

Doc no 21436128v1

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

SATURDAY



A12

ALWDOSSC

08/09/2007

344

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see part 3 of the Schedule attached

Please do not write in this margin

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

T (PND)
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Insert Maseron

Date

06/09/07

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE

PART 1

Definitions

"Agreement"	means the agreement between the Company and the Chargee in relation to the Birmingham Chamber of Commerce Pension Fund dated 25 May 2007
"Buyout Deficit"	has the meaning given to such term in the Agreement
"Pension Fund"	has the meaning given to such term in the Agreement
"Premises"	means all buildings and erections included in the definition of "Security Assets"
"Property"	<p>means the property known as <u>75 Harborne Road, Birmingham, B15 3DH</u> registered at the <u>Land Registry</u> with <u>title number WM262471</u> and, where the context so admits, includes</p> <ul style="list-style-type: none"> (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, (ii) all easements, rights and agreements in respect thereof, (iii) all proceeds of sale of that property, and (iv) the benefit of all covenants given in respect thereof
"Secured Obligations"	means all obligations and liabilities at the date of the Charge or subsequent to the date of the Charge (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to pay into the Pension Fund the Buyout Deficit (including all monies covenanted to be paid under the Charge)
"Security Assets"	means all property and assets from time to time mortgaged or charged (or expressed to be mortgaged or charged) by or pursuant to the Charge,
"Security Period"	means the period beginning on the date of the Charge and ending on the date on which the Chargee confirms that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

PART 2

Amount secured by the mortgage or charge

Pursuant to the Charge, the Company agreed to pay and discharge the Secured Obligations from time to time when they fall due

PART 3

Short particulars of all the property mortgaged or charged

- 1 Pursuant to the Charge, the Company with full title guarantee and as a continuing security for payment of all the Secured Obligations charged and agreed to charge in favour of the Chargee by way of first legal mortgage all the right, title and interest at the date of the Charge or subsequent to the date of the Charge of the Company in and to the Property
- 2 **Continuing security**

The security constituted by the Charge is continuing from the date of the Charge and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Charge shall remain in full force and effect as a continuing security for the duration of the Security Period
- 3 **Additional and separate security**

The Charge is in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security Interest which the Company may at any time hold for any of the Secured Obligations
- 4 **Restrictions on dealing**

Pursuant to the Charge, the Company agreed that during the Security Period otherwise than as permitted under the Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Chargee: sell, transfer, lease, lend, or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset
- 5 **No restrictive contracts**

Pursuant to the Charge, the Company agreed that during the Security Period otherwise than as may be permitted under the Agreement, the Company will not, except with the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets
- 6 **No leasing**

Pursuant to the Charge, the Company agreed that during the Security Period otherwise than as permitted under the Agreement, the Company will not, except with the prior written consent of the Chargee confer on any person
 - 6.1 any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
 - 6.2 any right or licence to occupy any land or buildings forming part of the Property, or
 - 6.3 any licence to assign or sub-let any part of the Property
- 7 **No development**

Pursuant to the Charge, the Company agreed that during the Security Period otherwise than as permitted under the Agreement, the Company will not
 - 7.1 make any alteration to the Property or Premises, or

7.2 carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure or a change of use of any part of the Property,

without first obtaining the written consent of the Chargee (such consent not to be unreasonably withheld or delayed)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 00078731

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 24th AUGUST 2007 AND CREATED BY BIRMINGHAM CHAMBER OF COMMERCE AND INDUSTRY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BIRMINGHAM C O C PENSION FUND TRUSTEE COMPANY LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'RZ'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES