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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

14 6320/26

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

[3][1][1][1]

01623466

Name of company

* Birmingham Technology (Property) Limited (the "Chargor")

Date of creation of the charge

30 June 2008 (the "Creation Date")

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

A debenture between Birmingham Technology (Property) Limited and Birmingham
City Council dated 30 June 2008 (the "Charge")

Amount secured by the mortgage or charge

Please see attached

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

Birmingham City Council (the "Lender"), Strategic Director of Resources,
Council House, Birmingham

Postcode B1 1BB

Presenter's name address and
reference (if any)

Trowers & Hamlins
Sceptre Court,
40 Tower Hill,
London,
EC3N 4DX

AUH SKM 44655 7 SXG

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



AB3JV1CF

A34

12/07/2008

115

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Towers + Humber*

Date *10 July '08*

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~ †

*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**

Name of company

*insert full name
of Company

* Birmingham Technology (Property) Limited (the "Chargor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

All the money and liabilities now or hereafter due owing or incurred to the Lender by the Borrower under the terms of the Facility Agreement in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Borrower as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Lender in connection therewith (the "Secured Liabilities")

Definitions

"Borrower" means Birmingham Technology Limited,

"Facility Agreement" means the facility agreement dated on or around the date of the Charge between the Chargor and the Lender under which the Lender has agreed to make available the loan facilities to the Chargor,

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Assignments

The Chargor hereby assigns and agrees to assign by way of security to the Lender with full title guarantee (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)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets

- a all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Charged Assets,
- b all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the Real Property, and
- c the benefits of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the valuers, professional advisers contractors, sub-contractors or manufacturers, suppliers and installers of any

Name of company

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Fixtures in each case in connection with the Real Property

Fixed Charges

The Chargor hereby charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor at the date of the Charge will be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets

- a the Real Property,
- b all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same,
- c all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and not regularly disposed in the ordinary course of business together with the benefit of all contracts, licences and warranties relating to the same,
- d the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets,
- e the Securities,
- f all choses in action and any Intellectual Property,
- g all present and future goodwill, uncalled and called but unpaid capital of the Chargor,
- h all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets, and
- i all negotiable instruments at any time drawn, issued or endorsed in favour of or held by or on behalf of, the Chargor, including any such instruments which at any time have been deposited with the Lender (whether or not endorsed by the Lender)

Floating charge

The Chargor hereby charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of floating charge the whole of the Chargor's undertaking property and assets, present and future wherever situate not from time to time subject to an effective mortgage, fixed charge or assignment under the Charge

Negative Pledge

The Chargor will not, without the prior written consent of the Lender, create, or permit to arise, or continue (in favour of any person other than the Lender) any Security Interest over the Charged Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets

Name of company

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Definitions

"Charged Assets" means all the assets, rights, property and undertaking of the Chargor from by the Chargor under the Charge;

"Fixtures" includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Real Property,

"Intellectual Property" means claims and intellectual property rights including, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property now or from time to time after the date of this deed owned by the Chargor,

"Real Property" means

- a all the freehold and leasehold property in England and Wales specified in schedule 1;
- b any Fixtures from time to time situated on or forming part of such freehold or leasehold property,
- c all estates and interests of the Chargor in any freehold or leasehold property wherever situate now or in the future legally or beneficially owned by it and all Fixtures from time to time thereon, and
- d all Related Rights,

"Related Rights" means in relation to any asset

- a the proceeds of sale of any part of that asset,
- b all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- c all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- d any monies and proceeds paid or payable in respect of that asset,

"Securities" means all shares, stock, warrants, debentures, and other securities (certificated or uncertificated) or units in an account of balance (whether held in the name of the Chargor or by a nominee) of the Chargor and all income and rights deriving from or attaching to the same,

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or



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

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

COMPANY NO. 1623466
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JUNE 2008
AND CREATED BY BIRMINGHAM TECHNOLOGY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BIRMINGHAM CITY COUNCIL ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 12 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES