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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**

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)

Name of company

* Building Better Health - Lambeth Southwark Lewisham Limited (the "Company")

Date of creation of the charge

6 December 2005

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

An assignment of contractual rights including a right to receive payment of monies between the Company as Assignor, Sumitomo Mitsui Banking Corporation Europe Limited as the Security Trustee, BBH - LSL Bid Cost Limited as Borrower, and Lambeth Primary Care Trust, Southwark Primary Care Trust and Lewisham Primary Care Trust as PCTs (the "Assignment").

Amount secured by the mortgage or charge

All monies, obligations and liabilities due at any time, owing or incurred by BBH - LSL Bid Cost Limited as Borrower to any Bank (as defined in the Assignment) under or pursuant to the Facility Letter (as defined below) (the "Secured Obligations").

The Facility Letter is the agreement dated 6 December 2005 and made between BBH - LSL Bid Cost Limited as Borrower, Sumitomo Mitsui Banking Corporation Europe Limited as Arranger, Agent and Security Trustee, and the Company as LIFTCO, as such agreement may from time to time be amended, varied, novated, supplemented or replaced pursuant to which the Bank (as defined in the Facility Letter) agrees to make available a loan facility to BBH - LSL Bid Cost Limited for the payment of various development and associated funding costs relating to the LSL LIFT project.

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

Sumitomo Mitsui Banking Corporation Europe Limited of Temple Court, 11 Queen Victoria Street,
London (the "Security Trustee").

Postcode EC4N 4TA

Presentor's name address and
reference (if any):

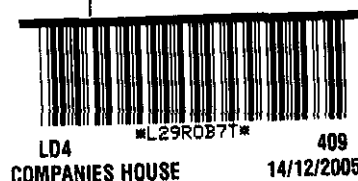
Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

WJII/AA85234/4326625

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



- 1 The Assignment creates an assignment of the Assigned Assets (as defined below) by the Company to the Security Trustee absolutely (but subject to redemption upon payment and discharge in full of the Secured Obligations).
- 2 The Assignment contains an undertaking by the Company that it shall not, without the prior written consent of the Security Trustee:
 - i create or permit to subsist any Encumbrance (as defined below) (other than in favour of the Security Trustee) on or over any part or interest of its assets (including the Assigned Assets (as defined below));
 - ii sell, transfer, assign or otherwise dispose of any of the Assigned Assets (as defined below); or
 - iii (a) rescind or otherwise terminate the Strategic Partnering Agreement (as defined below), (b) agree to any amendment (such consent not to be unreasonably withheld or delayed where such amendment would not have a Material Adverse Effect (as defined in the Facility Letter)), termination or novation of the Strategic Partnering Agreement (as defined below), or (c) waive or compromise any of its rights under the Strategic Partnering Agreement (as defined below).

Continued on Continuation sheet No 1.

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

Norton Rose

Date

14 DECEMBER 2005

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ † the Security Trustee

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

Please do not write in this margin

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

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

† delete as appropriate

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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)*Please complete
legibly, preferably
in black type, or
bold block lettering*

Company Number

05072647

Name of Company

Building Better Health - Lambeth Southwark Lewisham Limited (the "Company")

XXXXXX
limited* delete if
inappropriate

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

Please do not
write in this
binding margin

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

Mortgage or charge		Amount due or owing	
No.	Description	Principal	Interest
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* Please do not
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binding margin

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

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

Assigned Assets means:

all the Company's present and future right, title and interest (whether contractual, proprietary or of any other kind) under or in connection with:

- (a) (i) clause 10.3;
- (ii) clauses 10.8, 23.10.1, 23.12, 25.7.7, to the extent they relate to Non-Project Specific Costs (as defined in the Strategic Partnering Agreement (as defined below) or the Part 2 Parts (as defined below);
- (iii) clause 22.5, to the extent it relates to the Part 2 Parts (as defined below); and
- (iv) paragraph 1.1 and to the extent they relate to Non-Project Specific Costs (as defined in the Strategic Partnering Agreement (as defined below)), paragraphs 1.5 and 1.6 of schedule 13 Part 2 (together the "Part 2 Parts"),

in each case, of the Strategic Partnering Agreement (as defined below) and any rights under that agreement that are necessary to enforce those rights and entitlements; and

- (b) the NPSC Payments (as defined below).

Encumbrance means:

any mortgage, charge (whether fixed or floating) pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind, but does not include liens arising in the ordinary course of trading by operation of law.

NPSC Payment means:

the percentage of Non-Project Specific Costs (as defined in the Strategic Partnering Agreement (as defined below)) together with the costs of interim funding associated therewith charged to each New Project (as defined in the Strategic Partnering Agreement (as defined below)) in accordance with clause 10.3 of the Strategic Partnering Agreement (as defined below).

Strategic Partnering Agreement means:

the strategic partnering agreement dated 6 December 2005 between the Company, Lambeth Primary Care Trust, Southwark Primary Care Trust, Lewisham Primary Care Trust, South London and Maudsley NHS Trust, the London Borough of Lambeth, the London Borough of Southwark, the London Borough of Lewisham, King's College Hospital NHS Trust, London Southbank University, and the Lewisham Hospital NHS Trust and relating to the primary health and social care estate in the areas from time to time of the London Boroughs of Lambeth, Southwark and Lewisham (each as varied from time to time) as the same may from time to time be amended, novated or replaced in any manner whatsoever.

Please complete
legibly, preferably
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bold block lettering

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05072647

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTUAL RIGHTS DATED THE 6th DECEMBER 2005 AND CREATED BY BUILDING BETTER HEALTH - LAMBETH SOUTHWARK LEWISHAM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM BBH-LSL BID COST LIMITED TO ANY BANK 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 14th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th DECEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —