

MG01

Particulars of a mortgage or charge



013836 / 13

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 company. To do this, please use form MG01s

TUESDAY



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A0OKPUJO

20/12/2011

#101

COMPANIES HOUSE

1

Company details

Company number

0 7 2 5 4 8 2 3

Company name in full

Environments for Learning Leeds PFI Four Limited

(the "Chargor")

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

d1 d4 m1 m2 y2 y0 y1 y1 ✓

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

05

Debenture dated 14 December 2011 between (1) the Chargor and (2) The Co-operative Bank plc (the "Security Trustee") (the "Debenture")

4

Amount secured

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

Amount secured

06

The Chargor shall pay each of its Liabilities (as such term is defined in section 6 of this form) in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Trustee

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	The Co-operative Bank p l c
Address	PO Box 101 1 Balloon Street, Manchester
Postcode	M 6 0 4 E 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 See continuation sheet

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7 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

None

8 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 870).

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 866). 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).

9 Signature

Please sign the form here

Signature

Signature

X Piment Masars 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 Lisa McMullan

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A U

Country

DX 14490 Manchester 2

Telephone 0161 234 8234



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 mortgage 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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Please give the short particulars of the property mortgaged or charged

Short particulars

1 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Creditors)

- (a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it,
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts (except to the extent assigned by Clause 5 (*Assignment*) of the Debenture and other than the Distribution Account),
 - (iii) Investments,
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property,
 - (vi) beneficial interest in any pension fund,
 - (vii) plant and machinery (except to the extent mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Debenture), and
 - (viii) any contracts or policies of insurance taken out by or on behalf of it (except, in relation to the Insurances, to the extent assigned by Clause 5 of the Debenture) and all related proceeds, claims of any kind, returns of premium and other benefits

2 FLOATING CHARGE

2.1 Creation

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Creditors) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Debenture as shown as paragraph 1 above)

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Chargor pursuant to Clause 4.1 (*Creation*) of the Debenture above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture and

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Short particulars	<p>the Security Trustee may appoint an Administrator of the Chargor pursuant to that paragraph</p> <p>3 ASSIGNMENT</p> <p>The Chargor, with full title guarantee, assigned absolutely to the Security Trustee (as security for the payment of all Liabilities) all its present and future</p> <p>(a) right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with pursuant to the Assigned Contracts,</p> <p>(b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances), and</p> <p>(c) right, title and interest in and to the Assigned Accounts</p> <p>4 RESTRICTIONS AND FURTHER ASSURANCE</p> <p>4 1 Security</p> <p>The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 24 3 (<i>Negative pledge</i>) of the Loan Facilities Agreement, except as permitted by that clause</p> <p>4 2 Disposal</p> <p>The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 24 4 (<i>Disposals</i>) of the Loan Facilities Agreement</p> <p>4 3 Further assurance</p> <p>The Chargor shall promptly do whatever the Security Trustee requires</p> <p>(a) to perfect or protect the Charges or the priority of the Charges, or</p> <p>(b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,</p> <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction</p> <p><u>Definitions</u></p>	

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"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Assigned Accounts" means each Bank Account listed in Schedule 6 (*Assigned Accounts*) of the Debenture as set out in Schedule 2 of this form

"Assigned Contracts" means the contracts and documents listed in Schedule 3 (*Assigned Contracts*) of the Debenture as set out in Schedule 1 of this form

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture

"Finance Liabilities" has the same meaning as in the Intercreditor Agreement

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Insurances" has the same meaning as in the Intercreditor Agreement

"Intellectual Property" has the same meaning as in the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Debenture between, amongst others, the Chargor (as Borrower) and the Security Trustee

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

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in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"**Liabilities**" means the Finance Liabilities

"**Loan Facilities Agreement**" means the sterling term loan agreement relating to Leeds Holt Park Wellbeing Centre PFI Project dated 14 December 2011

"**now**" means as at 14 December 2011

"**Real Property**" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"**Receiver**" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"**Secured Creditors**" has the same meaning as in the Intercreditor Agreement

"**Security**" has the same meaning as in the Intercreditor Agreement

Schedule 1

Assigned Contracts

- 1 The Project Agreement between the Chargor and Leeds City Council dated on or about the date of the Debenture
- 2 The Building and Facilities Management Sub-Contract between the Chargor and Interserve Construction Limited dated on or about the date of the Debenture
- 3 The Parent Company Guarantee given by Interserve plc in favour of the Chargor dated on or about the date of the Debenture
- 4 The Performance Bond given by Euler Hermes UK plc in favour of the Chargor dated on or about the date of the Debenture
- 5 The Management Services Agreement between the Chargor, Environment for Learning Leeds Holdco Four Limited and Leeds LEP Limited dated on or about the date of the Debenture
- 6 The Shareholders Agreement
- 7 Independent Certifier Deed of Appointment
- 8 Chargor Loan Stock Instrument entered into by the Chargor
- 9 The ISDA Master Agreement between the Chargor and the Security Trustee along with the schedule and all related confirmations thereto

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- 10 The Shareholder Support Agreement
- 11 The Parallel Loan
- 12 The Letter of Credit provided by Santander (UK) plc in favour of the Chargor and the Security Trustee on or about the date of the Debenture
- 13 The Letter of Credit provided by Barclays Bank PLC in favour of the Chargor and the Security Trustee on or about the date of the Debenture

Schedule 2

Assigned Accounts

The following Bank Accounts, each held in the name of the Chargor with the Co-operative Bank p l c

Name of Project Account

Proceeds Account

Operating Account

Maintenance Reserve Account

Insurance Proceeds Account

Compensation Account

Distribution Account

Joint Insurance Account

Retentions Account



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7254823
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
DECEMBER 2011 AND CREATED BY ENVIRONMENTS FOR
LEARNING LEEDS PFI FOUR LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CO-OPERATIVE BANK PLC WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 20
DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES