

# MG01

## Particulars of a mortgage or charge



**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 for a Scottish  
company. To do this, please use  
form MG01s

WEDNESDAY



A28 \*A1CFQJUH\* #248  
04/07/2012  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 0 3 9 0 3 2 8	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	G4S CARE AND JUSTICE SERVICES (UK) LIMITED	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d2 d9 m0 m6 y2 y0 y1 y2	
<b>3</b>	<b>Description</b>	
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 supplemental security deed (the <b>Supplemental Deed</b> ) dated 29 June 2012 between Bridgend Custodial Services Limited (the <b>First Chargor</b> ), G4S Care and Justice Services (UK) Limited (the <b>Second Chargor</b> and together with the First Chargor, the <b>Chargors</b> ) and BTMU (Europe) Limited (the <b>Chargee</b> ) supplementing a debenture dated 4 January 1996, between the First Chargor and National Westminster Bank plc (the <b>Debenture</b> ), the benefit of such Debenture has on 29 June 2012 been transferred through the RA Deed (defined below) to the Chargee	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Second Chargor to any Finance Party (defined below) under each Finance Document (defined below) to which the Second Chargor is a party except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985 (the <b>Secured Liabilities</b> )	
	<b>Continuation page</b> Please use a continuation page if you need to enter more details	

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## Particulars of a mortgage or charge

### 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 BTMU (Europe) Limited

Address Ropemaker Place, 25 Ropemaker Street, London

Postcode E C 2 Y 9 A N

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

#### Land

The Chargors charge by way of a first legal mortgage the property specified in the Schedule to the Supplemental Deed under the heading Real Property (the **Additional Property**) (defined below)

Please see attached continuation sheets

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## Particulars of a mortgage or charge

### 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

Nil

### 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

*Armin Heilmann*  
Armin Heilmann  
for the Mortgagee

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### 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 Thomas Parsons

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX London 73

Telephone 020 3088 3315



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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

In this Form MG01

**Account Agreement** means the account agreement dated 4 January 1996 between the First Chargor, the Agent and the Account bank

**Account Bank** means National Westminster Bank plc

**Additional Property** means the property specified in the Schedule to the Supplemental Deed under the heading Real Property, namely, Parc Prison, Bridgend

**Agent** means The Bank of Tokyo-Mitsubishi UFJ, Ltd

**Arranger** means each of National Westminster Bank plc and Lloyds Bank plc

**Bank** means each of National Westminster Bank plc and Lloyds Bank plc

**Credit Agreement** means the £77,000,000 credit agreement dated 4 January 1996 between the First Chargor, the Agent, the Chargee, the Arrangers and the Account bank

**Direct Agreements** means each of

- (a) the authority direct agreement dated 4 January 1996 between the First Chargor, the Agent and H M Principal Secretary of State for the Home Department as the authority,
- (b) the operator direct agreement dated 4 January 1996 between the First Chargor, the Agent, the Subordinated Agent, Securicor Custodial Services Limited as the operator and Security Services plc, and
- (c) the contractor collateral warranty dated 4 January 1996 between the First Chargor, the Agent, the Subordinated Agent, Costain Construction Limited and Skanska International Building AB, trading as Costain Skanska Joint Venture as the contractor, Skanska AB and Costain Group plc

**Fee letter** means the fee letter between the Agent and the First Chargor setting out the amount of various fees referred to in the Credit Agreement

**Finance Documents** means each of the Senior Finance Documents and the Subordinated Finance Documents

**Finance Party** means an Arranger, a Bank, the Agent and/or the Chargee, each Hedging Bank, the Subordinated Agent and each Subordinated Lender

**Hedging Agreement** means the two interest hedging agreements, each dated 4 January 1996, comprised of a Master Agreement (Multicurrency Cross Border) (1992 Edition) published by

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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

the International Swaps and Derivatives Association, Inc as amended by the Schedule and Confirmation, entered into by the First Chargor and each of the Hedging Banks respectively

**Hedging Banks** means each of Mitsubishi UFJ Securities International plc and Lloyds Bank plc

**Intercreditor Agreement** means the intercreditor agreement dated 4 January 1996 between the First Chargor and each of the Finance Parties

**Mortgage of Shares** means the mortgage of the whole of the issued share capital of the First Chargor dated 4 January 1996

**Novation Certificate** means a novation certificate in the form set out in schedule 5 to the Credit Agreement

**RA Deed** means the resignation and appointment deed dated 29 June 2012 between National Westminster Bank plc and the Chargee

**Security Documents** means all agreements securing, amongst other things, the First Chargor's obligations under the Finance Documents, which includes, without limitation, any of

- (a) the Debenture, and
- (b) the Mortgage of Shares

**Senior Finance Documents** means each of

- (a) the Credit Agreement,
- (b) the Security Documents,
- (c) the Account Agreement,
- (d) the Intercreditor Agreement,
- (e) the Hedging Agreements,
- (f) the Direct Agreements,
- (g) the Fee letter,
- (h) each Novation Certificate, and
- (i) any other document designated as such by the Agent and the First Chargor

**Subordinated Agent** means The Bank of Tokyo-Mitsubishi UFJ, Ltd

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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	<p><b>Subordinated Finance Documents</b> means each of</p> <ul style="list-style-type: none"> <li>(a) the Subordinated Loan Agreement,</li> <li>(b) the Security Documents,</li> <li>(c) the Account Agreement,</li> <li>(d) the Intercreditor Agreement,</li> <li>(e) the Direct Agreements,</li> <li>(f) each Novation Certificate, and</li> </ul> <p>any other document designated as such by the Agent and the First Chargor</p> <p><b>Subordinated Lender</b> means each of Securicor Security Services Limited, Costain Engineering and Construction Limited, Skanska International Building AB and WS Atkins Consultants Limited</p> <p><b>Subordinated Loan Agreement</b> means the subordinated loan agreement dated 4 January 1996 between, among others, the First Chargor, the Subordinated Lenders, the Subordinated Agent and the Chargee</p>	



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

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

**COMPANY NO. 390328  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED  
DATED 29 JUNE 2012 AND CREATED BY G4S CARE AND  
JUSTICE SERVICES (UK) LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO ANY  
FINANCE PARTY 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 4 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2012

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES