

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

--	--	--	--

2878845

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

Name of company

* WACKENHUT CORRECTIONS (UK) LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

7th November 1996

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

Deed of Charge Over Shares and Securities dated 7th November 1996 (the "Charge") between the Company and The Governor and Company of the Bank of Scotland (the "Security Trustee")

Amount secured by the mortgage or charge

The "Liabilities" as defined in the attached Continuation Sheet.

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh

Postcode

Presentor's name address and
reference (if any):
HERBERT SMITH
Exchange House
Primrose Street
London EC2A 2HS

Ref: KMR/30579626

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached Continuation Sheet.

Please do not
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

Herbert Smith

Date

14 November 1996

On behalf of [company][mortgagee/chargee]†

† 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.

Continuation Sheet: Amount Secured by the Mortgage or Charge
Name of Company: Wackenhut Corrections (UK) Limited
Company Number: 2878845

DEFINITIONS

Capitalised terms shall bear the meaning ascribed to them in Clause 1.1 of the Facility Agreement unless otherwise defined in this Form 395.

In this Form 395:

"Additional Schedule" shall have the meaning ascribed to it by Clause 4.2 of the Charge (i.e. paragraph 1 in this Form 395);

"Charged Property" means all the property charged pursuant to Clause 4 of the Charge (i.e. paragraph 1 in this Form 395), other than any Securities released and retransferred as contemplated in proviso (B) to Clause 4 of the Charge (i.e. paragraph 1 in this form 395);

"Facility Agreement" means the agreement so entitled dated on or about the date of the Deed of Charge amongst LGPS, the Security Trustee (as arranger, agent and a bank), the Banks, Arrangers and Hedging Counterparties described therein;

"Indebtedness" means any obligation for the payment or repayment of money, whether present or future, actual or contingent and whether incurred as principal or surety;

"Initial Schedule" means the Schedule annexed to the Charge;

"Liabilities" means the aggregate of:

- (A) all present and/or future actual and/or contingent Indebtedness or other liabilities (in whatever currency they may be expressed) of LGPS to any of the Finance Parties (whether incurred solely, severally or jointly with others and whether incurred as principal or surety) under each or any of the Financing Agreements; and
- (B) any interest accrued in respect of the amounts and liabilities referred to in paragraph (A) above both before demand and from the date of demand to the date of payment, as well as after as before judgment (whether any of the same shall have been capitalised or not); and
- (C) all charges, commissions and legal and other expenses incurred in any manner whatsoever by any of the Finance Parties in relation to the said Indebtedness and liabilities or to the Charge (including without limitation any foreign exchange losses and expenses incurred by any of the Finance Parties in enforcing or otherwise attempting to recover any such Indebtedness or liabilities) on a full indemnity basis;

"LGPS" means Lowdham Grange Prison Services Limited;

"Receiver" means any person or persons appointed by the Security Trustee to be a receiver or receivers or receiver and manager of the property charged by the Charge or any part thereof;

Continuation Sheet: Amount Secured by the Mortgage or Charge

Name of Company: Wackenhut Corrections (UK) Limited

Company Number: 2878845

"Securities" includes shares, stock, bonds, warrants, negotiable instruments and certificates of deposit of every description and by whomsoever issued;

"Securities" includes shares, stock, bonds, warrants, negotiable instruments and certificates of deposit of every description and by whomsoever issued;

"Security" means any mortgage, charge, pledge, lien, assignment created for the purpose of security, hypothecation, encumbrance or other security interest or preferential arrangement of any kind or other agreement which has the same or similar effect to the granting of security; and

"Security Period" means the period beginning on the date of the Deed of Charge and ending on the date on which all of the Liabilities have been unconditionally and irrevocably paid and discharged in full;

Continuation Sheet: All the Property Mortgaged or Charged
Name of Company: Wackenhut Corrections (UK) Limited
Company Number: 2878845

1. SECURITY

Under Clause 4 of the Charge, the Company, with full title guarantee and as security for the Liabilities, hereby:

- 1.1 charges to the Security Trustee by way of legal mortgage the securities specified in the Initial Schedule the certificates or other documents of title to which, together with transfers thereof duly executed by the Company in favour of the Security Trustee or its nominee have been delivered to the Security Trustee;
- 1.2 charges specifically to the Security Trustee by way of first fixed charge such other securities in LGPS as shall be specified in an additional schedule which shall be signed by the Chargor and the Security Trustee for the purposes of identification and shall be in the form annexed to the Charge (an "**Additional Schedule**"); and
- 1.3 charges specifically to the Security Trustee by way of first fixed charge:
 - 1.3.1 all other securities in LGPS which the Company shall transfer into the Security Trustee's name or the name of the Security Trustee's nominee, notwithstanding that the same shall not be specified in the Initial Schedule or in an Additional Schedule;
 - 1.3.2 all distributions made or payable in respect of the aforesaid securities after the date of this Charge; and

all securities (and the distributions made in respect thereof), rights, moneys or property of whatsoever nature accruing to or offered at any time by way of redemption, bonus, preference, option, purchase consideration or otherwise in right of or in respect of the aforesaid securities.

Provided that:

- (A) The Company shall forthwith deliver to the Security Trustee the certificates and other documents of title to any securities specified in an Additional Schedule together with transfers thereof duly executed by the Chargor in favour of the Security Trustee or its nominee, and such securities shall thereupon stand charged to the Security Trustee by way of legal mortgage;
- (B) securities specified in an Additional Schedule may be transferred to the Security Trustee either by way of addition to securities already charged to the Security Trustee or (with the Security Trustee's consent) in consideration of the Security Trustee releasing and retransferring any securities previously charged to the Security Trustee (particulars of which shall also be specified in an Additional Schedule); and

Continuation Sheet: All the Property Mortgaged or Charged
Name of Company: Wackenhut Corrections (UK) Limited
Company Number: 2878845

- (C) upon the expiry of the Security Period the Security Trustee will promptly release to the Company all the right, title and interest of the Security Trustee in or to the assets charged by Clause 4 of the Charge (i.e. paragraph 1 in this Form 395).

2. RECEIVER

- 2.1 Under Clause 7 of the Charge, at any time after this Charge shall have become enforceable, or at the request of the Company, the Security Trustee may, without further notice to the Company, in writing (under seal or under hand) appoint a Receiver of the Charged Property or any part thereof and may in like manner from time to time remove any Receiver and appoint another in his stead.

3. FURTHER ASSURANCE

Under Clause 9 of the Charge, the Company shall from time to time execute and do all such assurances and things as the Security Trustee may reasonably require for perfecting, protecting and maintaining the security hereby constituted and after the Charge shall have become enforceable for facilitating the realisation of the Charged Property or any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Security Trustee or any Receiver appointed by it. The Company irrevocably appoints the Security Trustee or any person nominated in writing by the Security Trustee and any persons deriving title from the Security Trustee and any Receiver (or any of such persons) to be its Attorney in the Company's name and on the Company's behalf to execute and do any assurances and things which the Company ought to execute and do hereunder and which the Company fails to so and generally to use the Company's name in connection with the exercise of all or any of the powers hereby conferred on the Security Trustee or any Receiver appointed by it. The Company hereby ratifies and agrees to ratify and confirm whatever any attorney shall do or purport to do in the exercise or purported exercise of any of the power, authorities or discretions referred to in the Clause 9 of the Charge (i.e. paragraph 3 in this Form 395). The Company hereby expressly authorises the Security Trustee to delegate all or any of the powers hereby conferred upon the Security Trustee to such other person or persons as the Security Trustee may in its absolute discretion think fit. If the Company fails for any reason to obtain registration of the Security Trustee (or its nominee) as holder of any registered securities comprised in the Charged Property, the Company agrees that (without prejudice to the other provisions of the Charge) such securities shall stand charged to the Security Trustee by way of equitable charge on the terms and conditions (so far as capable of application) of the Charge; that it will not attempt to charge, encumber, sell or otherwise dispose of any such securities without first obtaining the Security Trustee's written consent; that it will deposit with the Security Trustee transfers of such securities duly executed in blank (the Security Trustee being hereby irrevocably authorised to complete such transfers and other necessary particulars); and that, after

Continuation Sheet: All the Property Mortgaged or Charged
Name of Company: Wackenhut Corrections (UK) Limited
Company Number: 2878845

the occurrence of an Event of Default which is continuing and the giving of a notice by the Security Trustee to the Company of such occurrence (which notice has not been withdrawn) it will exercise all voting and other rights attaching to such securities as the Security Trustee shall from time to time direct.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02878845

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES AND SECURITIES DATED THE 7th NOVEMBER 1996 AND CREATED BY WACKENHUT CORRECTIONS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th NOVEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 1996.

M. J. Harrison
M. HARRISON

for the Registrar of Companies

Post
22-11-96
SK



COMPANIES HOUSE

HC026B