

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

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

THURSDAY



SCT

S00P3FS0

22/12/2011

#645

COMPANIES HOUSE

1

Company details

Company number 0 2 9 8 4 9 6 9

Company name in full Fazakerley Prison Services Limited (the "Company" and the "Borrower")

6

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 d3 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 Supplemental Deed to the Fixed and Floating Charge Debenture (the "Deed")
Please see the attached continuation page for definitions

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Amount secured

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

Amount secured All moneys, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by the Borrower or G4S Joint Ventures (Fazakerley) Limited (company number 02973624) to any Bank Secured Creditor under or in connection with any Bank Financing Document (as defined in the Facility Agreement) (in each case, whether alone or jointly, or jointly and severally, with any other Person (as defined in the Facility Agreement), whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise (the "Liabilities")

Please see the attached continuation page for definitions

Continuation page

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 The Royal Bank of Scotland N.V. (formerly known as

Address 250 Bishopsgate, London

Postcode E C 2 M 4 A A

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

(1) ALL THAT leasehold property on the north side of Higher Lane Fazakerley Merseyside to be known as Fazakerley Prison as the same was demised by the underlease between Her Majesty's Principal Secretary for the Home Department, Fazakerley prison Services Limited and Group 4 Prison Services Limited, (now Accuread Limited) (as tenants) dated 20 December 1995 and varied by Deed of Variation dated 26 May 2006 and the Novation Agreement dated on or about the date hereof, the tenants now being G4S Care and Justice Services (UK) Limited (the "Real Property" and the "Underlease"), and

(2) all the present and future right, title and interest of the Company in, to and under the Operating Agreement and all moneys which at any time may be or become payable to the Company pursuant thereto and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by the Company pursuant thereto

Please see the attached continuation page for definitions

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Particulars of a mortgage or charge

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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).

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Signature

Please sign the form here

Signature

Signature

X



for and on behalf of
Maclay Murray & Spens LLP

X

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 MNM/GJAB/ROY/15/550

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7000



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 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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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name ABN AMRO N V) as Collateral Agent for the Bank Secured Creditors ("Collateral Agent")

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Operating Agreement**" means the Amended and Restated Operating Agreement relating to the Operation of HM Prison Altcourse between the Seller and the Continuing Party dated 20 December 1995 (as amended by a supplemental agreement dated 30 November 1999, a deed of novation dated 17 May 2001 and a deed of amendment dated 26 May 2006 and the Novation Agreement dated on or about the date thereof)

"**Novation Agreement**" means a novation agreement dated on around the date hereof among, inter alia, the Company, G4S Integrated Services (UK) Limited ("GISU") and G4S Care and Justice Services (UK) Limited ("GCJS"), GCJS has undertaken to perform the obligations of GISU under inter alia the Underlease and the Operating Agreement and be bound by their terms in every way as if GCJS had been a party to thereto in the place of GISU

"**Bank Secured Creditor**" means the Collateral Agent, the Facility Agent (as defined in the Facility Agreement), the Banks (as defined in the Facility Agreement) and any Hedging Counterparty (in their respective capacities) (as defined in the Facility Agreement) and includes every permitted assignee, permitted transferee or successor of any of the foregoing

"**Facility Agreement**" means the facility agreement dated 20 December 1995 made between the Borrower, the Company, the Arrangers (as defined in the Facility Agreement), the Facility Agent (as defined in the Facility Agreement) and the Collateral Agent, the Account Bank (as defined in the Facility Agreement), the Technical Bank (as defined in the Facility Agreement) and the Banks (as defined in the Facility Agreement)

"**Fixed and Floating Charge Debenture**" means the debenture entered into by Group 4 Tarmac (Fazakerley) Limited (company number 2973624) in favour of Bank of America International Limited dated 20 December 1995

"**Seller**" means G4S Integrated Services (UK) Limited (formerly GSL UK Limited) incorporated and registered in England with company number 03333860 whose registered office is at Sutton Park House, 15 Carshalton Road, Sutton, Surrey SM1 4LD

"**Continuing Party**" means the Company



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2984969
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO THE
FIXED AND FLOATING CHARGE DEBENTURE DATED 13
DECEMBER 2011 AND CREATED BY FAZAKERLEY PRISON
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY OR G4S CARE AND
JUSTICE SERVICES (UK) LIMITED TO ANY BANK SECURED
CREDITOR 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
22 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES