



Registration of a Charge

Company name: **FAZAKERLEY PRISON SERVICES LIMITED**

Company number: **02984969**



X3K46AEA

Received for Electronic Filing: **06/11/2014**

Details of Charge

Date of creation: **24/10/2014**

Charge code: **0298 4969 0007**

Persons entitled: **THE ROYAL BANK OF SCOTLAND N.V. AS COLLATERAL AGENT FOR THE BANK SECURED CREDITORS (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01.)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

GAVIN BUCHAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2984969

Charge code: 0298 4969 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2014 and created by FAZAKERLEY PRISON SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2014 .

Given at Companies House, Cardiff on 7th November 2014

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 24 October 2014

**SUPPLEMENTAL DEED
to the Fixed and Floating Charge Debenture
dated 20 December, 1995**

created by

FAZAKERLEY PRISON SERVICES LIMITED

and

**THE ROYAL BANK OF SCOTLAND N.V.
as Collateral Agent**

THIS SUPPLEMENTAL DEED is dated 24 October 2014 and made between:

- (1) **FAZAKERLEY PRISON SERVICES LIMITED** a company incorporated in England and Wales (Registered Number 02984969) having its registered office at Third Floor, Broad Quay House, Prince Street, Bristol BS1 4DJ (the "Company"); and
- (2) **THE ROYAL BANK OF SCOTLAND N.V.** (formerly known as ABN AMRO Bank N.V.) as Collateral Agent for the Bank Secured Creditors (the "Collateral Agent", which expressing includes any successor appointed as Collateral Agent).

WHEREAS:

- (A) This Deed is supplemental to the fixed and floating charge debenture (the "Debenture") dated 20 December 1995 between the Company and Bank of America International Limited as Collateral Agent.
- (B) Bank of America International Limited resigned as Collateral Agent with effect from 30 November 1999 and ABN AMRO Bank N.V. (now known as The Royal Bank of Scotland N.V.) has been appointed in its place.
- (C) The Company, G4S Joint Ventures (Fazakerley) Limited and Semperian PPP Investment Partners Holdings Limited have entered into an agreement dated on or around the date hereof in relation to group relief (the "Group Relief Deed").
- (D) Pursuant to clauses 3.6.2 of the Debenture, the Company has agreed to enter into this Deed to grant the security set out herein over the Group Relief Deed as continuing security for the payment and discharge of the Liabilities.
- (E) Therefore the parties to this Deed wish the Debenture to be supplemented as described below.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION - DEFINITIONS INCORPORATED

Unless otherwise provided in this Deed, terms defined in the Debenture shall have the same meaning in this Deed and the recitals thereto.

"Further Charged Assets" means the Group Relief Deed.

2. COVENANT TO PAY

The Company undertakes to the Collateral Agent (as trustee for the Bank Secured Creditors) that:-

- 2.1 until notice is given by the Collateral Agent to the Company to the contrary following the occurrence of an Enforcement Event, the Company shall discharge each Liability when due in accordance with the terms of the Bank Financing Documents or, if not so provided, immediately on demand by the Bank Secured

Creditor to whom it is payable (but subject always to the provisions of the Facility Agreement);

- 2.2 after any such notice is given by the Collateral Agent, the Company will pay all sums required to discharge its Liabilities as the Collateral Agent may direct.

3. **CREATION OF FURTHER SECURITY IN FAVOUR OF THE COLLATERAL AGENT**

- 3.1 The Company with full title guarantee and as security for the payment and discharge of all Liabilities hereby charges in favour of the Collateral Agent (as trustee for the Bank Secured Creditors), by way of first fixed charge, all the present and future right, title and interest of the Company in, to and under the Group Relief Deed 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 judgments which may at any time be receivable or received by the Company pursuant thereto.

- 3.2 The parties to this Deed shall have the same obligations towards and rights against each other under this Deed in relation to the Further Charged Assets as they have under the Debenture in relation to the Charged Assets as if the Further Charged Assets had been designated as Charged Assets in such Debenture.

- 3.3 The Company immediately upon execution of this Deed shall join with the Collateral Agent in giving notice of the charge in clause 3.1.2 to each of the other parties to the Group Relief Deed substantially in the form set out in Schedule 3.1 of the Debenture (*Form of Notice of Charge of Charged Contracts*), and shall use all reasonable endeavours to procure that each of those parties shall promptly duly sign and return the form of acknowledgement thereon.

- 3.4 In relation to the security created by this Deed, the Collateral Agent shall have all the rights expressed to be granted to it in respect of the Security created by the Debenture (and all the obligations expressed to be assumed by the Company in the Debenture in relation to the assets the subject of the Security expressed to be created by the Debenture shall apply to the assets which are the subject of clause 3.1).

4. **NO MERGER**

- 4.1 The security created by the Company pursuant to clause 3.1 shall be separate and distinct from, and shall not merge with, the Security created by the Company over the Further Charged Assets pursuant to clause 3.1 of the Debenture.
- 4.2 The security created over the Further Charged Assets pursuant to this Deed shall be in addition to and shall not prejudice, discharge or affect any security created or subsisting over those assets pursuant to the Debenture.

5. **REPRESENTATIONS AND WARRANTIES**

- 5.1 The Company represents and warrants to the Collateral Agent that:

- 5.1.1 **Corporate power:** it has power to execute, deliver and perform its obligations under this Deed; all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this Deed and this Deed constitutes its valid and legally binding obligations enforceable in accordance with its terms;

- 5.1.2 **No conflict with other obligations:** the execution and delivery of, the performance of its obligations under, and compliance with the provisions of, this Deed by it will not (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit to which it is subject, (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or is subject or by which it or any of its property is bound (to the best of its knowledge and belief having made due and careful enquiry), (iii) contravene or conflict with any provision of its memorandum of association or articles of association or (iv) result in the creation or imposition of or oblige it to create any Security on its assets, rights or revenues;
- 5.1.3 **Title to Further Charged Assets:** it has good and marketable title to the Further Charged Assets and has full power and authority to grant to the Collateral Agent the security interests in such assets created pursuant to this Deed and to execute, deliver and perform its obligations in accordance with the terms of this Deed without the consent or approval of any other person other than any consent or approval which has been obtained; and
- 5.1.4 **Ownership of Further Charged Assets:** the assets charged to the Collateral Agent under clause 3 are beneficially owned by it free and clear of any encumbrance other than the charges created over the Mortgaged Property pursuant to clause 5 of the Débenture.

6. FEES AND EXPENSES

6.1 Expenses

The Company shall pay to the Collateral Agent on demand all reasonable expenses (including legal fees) properly incurred by the Collateral Agent in connection with the negotiation, preparation and execution of this Deed.

6.2 Stamp and other duties

The Company shall pay all stamp, documentary, registration or other duties or taxes (including any duties or taxes payable by, or assessed on, the Secured Parties) imposed on or in connection with this Deed and shall indemnify the Secured Parties against any liability arising by reason of any delay or omission by the Company to pay such duties or taxes.

7. MISCELLANEOUS

- 7.1 This Deed may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.
- 7.2 References in this Deed to this Deed or any other document shall be construed as references to this Deed or that document as in force for the time being and as amended from time to time.
- 7.3 The parties agree, without prejudice to any other provisions of this Deed, to do such things and to execute whatever further documentation may reasonably be required

by the Collateral Agent to perfect or complete the transactions contemplated by this Deed.

7.4 Save as amended by this Deed, the provisions of the Debenture shall continue in full force and effect and this Deed and the Debenture shall be read and construed as one instrument.

7.5 This Deed is intended to take effect as a deed notwithstanding that the Collateral Agent may have executed it under hand only.

8. LAW

This Deed shall be governed by English law.

IT WITNESS WHEREOF this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.

The Company

EXECUTED and DELIVERED as a DEED
by FAZAKERLEY PRISON SERVICES LIMITED
acting by a director



Director/Secretary

and a ~~director~~/the secretary



Director/Secretary

The Collateral Agent

SIGNED for and on behalf Of
THE ROYAL BANK OF SCOTLAND N.V.

Authorised Signatory

in the presence of

Witness

Name

Address

by the Collateral Agent to perfect or complete the transactions contemplated by this Deed.

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acting by a director.

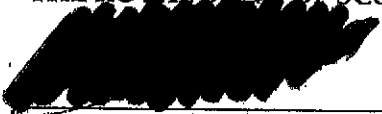
Director/Secretary

and a director/the secretary

Director/Secretary

The Collateral Agent

SIGNED for and on behalf Of
THE ROYAL BANK OF SCOTLAND N.V.



Authorised Signatory ALASDAIR CAMPBELL

in the presence of



Witness

SEBASTIAN QUINN Name

250 BLYTHBORO AVE Address

LONDON EC2M 4AA