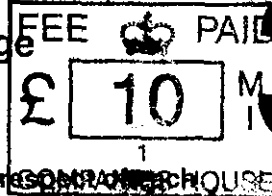


M

COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

CHFP025

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number



3241233

Name of Company

*insert full name of company

* ECD (Cookham Wood) Limited (the "Company")

Date of creation of the charge

19 November 2004

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

Legal Charge (the "Security Document")

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all moneys, debts and liabilities which at the date of the Security Document are or have been or at any time thereafter may be or become due, owing or incurred by ECD (Cookham Wood) Limited to any Bank Secured Creditor under or in connection with any Bank Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

ABN AMRO Bank N.V. (the "Trustee", which expression includes any successor appointed as Trustee)

250 Bishopsgate, London

Postcode

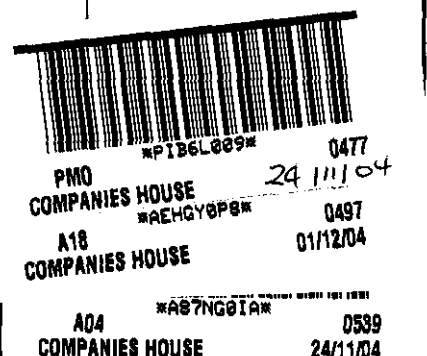
EC2M 4AA

Presentor's name address and reference (if any):

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: RYG/SP/CP

Time critical reference

For official Use
Mortgage SectionNow
PART

Short particulars of all the property mortgaged or charged

(PLEASE 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)

Nil

Signed

Lubkator

Date *29 November 2004*

On behalf of chargee

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Notes

[†] Delete as appropriate

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, e.g. "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.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:

Name of Company

ECD (Cookham Wood) Limited

Company Number

3241233

Addendum 1/4

- 1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

- 2 Amount due or owing on the mortgage or charge (continued)

Name of Company

ECD (Cookham Wood) Limited

Company Number

3241233

Addendum 3/4

- 3** Names, addresses and description of the mortgagees or persons entitled to the charge
(continued)

Name of Company
ECD (Cookham Wood) Limited

Company Number
3241233

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

The Company, with full title guarantee and as security for the payment and discharge of all Liabilities, mortgage in favour of the Trustee (as trustee for the Bank Secured Creditors) by way of first legal mortgage, the Property.

Note (1): The Security Document provides that:

- 1 **Security:** The Company shall not create or have outstanding any Security on, over or with respect to the Property except for the Charge and any other Security not prohibited under Clause 15.2.5 of the Facility Agreement.
- 2 **Disposal:** The Company shall not (and shall not agree to) (i) grant any Rights over the Property; (ii) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or statute; (iii) create a tenancy of any kind; (iv) part with or share possession or occupation or (v) accept the surrender of any lease, underlease or tenancy.

Note (2): In this Form, except to the extent that the context requires otherwise:

an "**agency**" of a state includes any agency, authority, central bank, department, government, legislature, minister, ministry, official, public utility or public or statutory Person (whether autonomous or not) of, or of the government of, the United Kingdom or any other relevant jurisdiction.

the "**assets**" of any Person means all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital.

"**Approved Hedging Programme**" means at any time the Original Hedging Agreement and following the expiry of the Original Hedging Programme any programme from time to time adopted by the Borrower and approved by the Facility Agent on behalf of the Majority Banks (as defined in the Facility Agreement) for the entering into and performance by the Borrower of agreements for the management of the Borrower's exposure to changes in floating interest rates.

"**Authority Direct Agreement**" means the direct agreement dated 3 March 1997 between the Borrower, the Facility Agent, the Trustee and the Secretary of State in respect of the DCMF Contract and the Lease.

"**Banks Financing Document**" means the Facility Agreement, the Original Hedging Agreement and any other Hedging Agreement effected pursuant to the Approved Hedging Programme, the Security Documents, the Direct Agreements, the Account Bank Agreement, the notices of charge other than such notices which are contemplated to be given pursuant to the Facility Agreement or a Direct Agreement) given pursuant to and as contemplated by the Debentures and the acknowledgements thereto, the Fee Letters, and all agreements and other documents executed from time to time pursuant to any of the foregoing to which the Facility Agent and/or the Trustee and/or any other Bank Secured Creditor is a party and any present or future document confirming or evidencing any Security or Guarantee for, or in relation to, the Borrower's obligations under any other Banks Financing Document.

"**Bank Secured Creditors**" means the Trustee, the Facility Agent, the Banks and any Hedging Counterparty (in their respective capacities) and includes every permitted assignee, permitted transferee or successor of any of the foregoing.

"**Borrower**" means ECD (Cookham Wood) Limited (Company Number 3241233).

"Borrowers Debenture" means the fixed and floating charge debenture dated 3 March 1997 given by the Borrower to the Trustee in its capacity as trustee for the Bank Secured Creditors creating security over all of its Assets.

"Charge" means the charge dated 19 November 2004 made between (1) the Company, (2) GSL UK Limited and (3) ABN AMRO Bank N.V.

"Constructor" means Tarmac Construction Limited (or any of its successors or permitted assigns).

"DCC Direct Agreement" means the direct agreement dated 3 March 1997 between the Borrower, the Facility Agent, the Trustee, the Constructor and Tarmac plc in respect of the Design and Construct Contract.

"DCMF Contract" means the agreement dated 3 March 1997 between the Borrower, the Facility Agent, the Trustee, the Constructor and Tarmac plc in respect of the Design and Construct Contract.

"Debentures" means the Borrowers Debenture, the ECD Debenture and the Legal Charge.

"Design and Construct Contract" means the agreement dated 3 March 1997 between the Borrower and the Constructor relating to the design, construction and commissioning of the STC by the Constructor.

"Direct Agreements" means (1) the DCC Direct Agreement, (2) the OA Direct Agreement and (3) the Authority Direct Agreement.

"ECD Debenture" means the debenture dated 3 March 1997 given by ECD to the Trustee in its capacity as trustee for the Bank Secured Creditors creating security over certain of its assets.

"Facility Agent" means ABN AMRO Bank N.V. in its capacity as facility agent pursuant to the Facility Agreement.

"Facility Agreement" means the facility agreement dated 3 March 1997 between the Company, Education Care and Discipline Limited, the Facility Agent and Trustee, the Account Bank and the Banks (as amended by a Supplemental Agreement dated 1 May 2001).

"Fee Letters" means the letteres referred to in Clause 7.1 and 7.3 of the Facility Agreement.

"Hedging Agreement" means any agreement made between the Borrower and any Hedging Counterparty wherein the Borrower assumes an obligation to make payments to such Hedging Counterparty calculated by reference to a fixed reate of interest applied to a notional principal amount and such Hedging Counterparty assumes an obligation to make payments to the Borrower calculated by reference to a floating rate of interest applied to a notional principal amount.

"Hedging Counterparty" means ABN AMRO Bank N.V. in its capacity as hedging counterparty pursuant to the Facility Agreement.

"Lease" means the lease dated 3 March 1997 and made between (1) Her Majesty's Principal Secretary of State for the Home Department (as landlord) and (2) the Company and Rebound ECD Limited (as assigned to GSI UK Limited pursuant to an assignment dated 1 May 2001) (as tenants).

"Legal Charge" means the legal charge granted by the Operator and the Borrower to the Trustee in respect of the Lease.

Name of Company

ECD (Cookham Wood) Limited

Company Number

3241233

a **"Person"** includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or Agency of a state (in each case, whether or not having separate legal personality).

"OA Direct Agreement" means the direct agreement dated 3 March 1997 between the Borrower, the Facility Agent, the Trustee, the Operator and Group 4 Securitas N.V. in respect of the Operating Agreement.

"Operator" means Rebound ecd Limited (or any successor or permitted assign) or such other Person as may be substituted as operator of the STC pursuant to the OA Direct Agreement with the consent of the Majority Banks.

"Original Hedging Agreement" means the Hedging Agreement comprising the ISDA Master Agreement dated 3 March 1997 between the Borrower and ABN AMRO Bank N.V. and the confirmations thereunder.

"Property" means all that leasehold property known as Cookham Wood Secure Training Centre, Cookham Wood, Rochester, Kent, the subject of the Lease.

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

"Security" includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "hold-back " or "flawed asset" arrangement but excluding any right of set-off which does not constitute a charge).

"Security Documents" means (1) the Debentures, (2) the Trust Deed and (3) all agreements and other documents executed from time to time pursuant to any of the foregoing.

"STC" means the buildings and structures together with any associated works, facilities and installations to be constructed pursuant to the DCMF Contract.

"Trust Deed" means the trust deed dated 3 March 1007 to be entered into by the Trustee in relation to the Debentures (amongst other things).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03241233

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 19th NOVEMBER 2004 AND CREATED BY ECD (COOKHAM WOOD) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ABN AMRO BANK N.V. UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2004.

Pargela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES