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CHFP025

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legibly, preferably  
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\* insert full name  
of Company

COMPANIES FORM No. 395

202840/26

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

5826309

Name of company

\* Justice Support Services (North Kent) Limited ✓

Date of creation of the charge

21 July 2006 ✓

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

A debenture dated 21 July 2006 ("Debenture") made between Justice Support Services (North Kent) Limited ("Chargor") and The Governor and Company of the Bank of Scotland ("Security Trustee").

Amount secured by the mortgage or charge

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All monies, debts and liabilities which now are or have been or at any time hereafter may be or become due, owing or incurred by the Chargor to any Senior Creditor under or in connection with any Senior 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).

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

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

✓ Postcode EH1 1YZ

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

Bevan Brittan LLP  
Fleet Place House  
2 Fleet Place  
London EC4M 7RF

VR/PC/70874.7

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

PMO  
COMPANIES HOUSE765  
28/07/06

Short particulars of all the property mortgaged or charged

1. The Chargor with full title guarantee (but subject to any Security existing on the date hereof and permitted pursuant to Clause 17.2.4 of the Loan Agreement and not prohibited by any other Senior Finance Document) and as security for the payment and discharge of all Liabilities hereby charges in favour of the Security Trustee (as security trustee for the Senior Creditors):

1.1 by way of first legal mortgage, all Real Property in England and Wales now belonging to it;

1.2 by way of first fixed equitable charge, all Real Property now belonging to it (except that charged by Clause 3.1.1 of the Debenture) and all Real Property acquired or granted by it after the date of the Debenture;

1.3 by way of first fixed charge:

1.4 all Book Debts (except those assigned by Clause 3.2 of the Debenture);

1.5 all its present and future Investments, Rights attaching or relating to Investments and all cash or other Investments hereafter belonging to the Chargor and deriving from Investments or such Rights;

1.6 all its present and future uncalled capital and goodwill;

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

01  
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Particulars as to commission allowance or discount (note 3)

None

Signed *Beran Brittan LLP*

Date *27 July 2006*

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

On behalf of mortgagee<sup>†</sup>

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, 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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## Addendum 4/4

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

1.8 all its present and future Intellectual Property and the benefit of all present and future licences and sub-licences of Intellectual Property granted either by or to it; and

1.9 all its present and future plant and machinery (except that charged by Clauses 3.1.1 and 3.1.2 of the Debenture); and

1.10 by way of first floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged by Clauses 3.1.1 to 3.1.3 of the Debenture or assigned by Clause 3.2 of the Debenture).

## 2 Assignment Provisions

2.1 The Borrower with full title guarantee (but subject to any Security existing on the date hereof and permitted pursuant to Clause 17.2.4 of the Loan Agreement) hereby assigns by way of security to the Security Trustee:

2.1.1 all its present and future Right, title and interest in, to and under its present and future Insurances and all proceeds in respect of Insurances and all benefits thereof (including all claims of whatsoever nature relating thereto and returns of premium in respect thereof);

2.1.2 all its present and future Right, title and interest in and to the Assigned Accounts;

2.1.3 all its present and future Right, title and interest in, to and under the Assigned Contracts including all monies which at any time may be or become payable to the Borrower pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by the Borrower pursuant thereto; and

2.1.4 all its present and future Rights in relation to its Real Property (except those charged by Clauses 3.1.1 and 3.1.2), including all Rights against all past, present, and future undertenants of its Real Property and their respective guarantors and/or sureties.

## 3 Ranking

The floating Charge created by Clause 3.1.4 of the Debenture shall rank behind all the fixed Charges created by or pursuant to the Debenture but shall rank in priority to any other Security hereafter created by the Chargor except for Security permitted by Clause 4.1 of the Debenture to rank in priority and except for Security ranking in priority in accordance with Clause 8.3.5 of the Debenture.

## 4 Conversion of Floating Charge

4.1 The Security Trustee may by notice to the Chargor convert the floating Charge created by Clause 3.1.4 of the Debenture into a fixed Charge as regards such Charged Assets as shall be specified (whether generally or specifically) in that notice:

4.1.1 if it considers that it would be necessary to do so in order to protect or preserve the Charges over those Charged Assets or the priority of those Charges; and/or

4.1.2 on or at any time following the occurrence of an Enforcement Event.

4.1.3 If, without the prior consent in writing of the Security Trustee, the Borrower creates any Security in breach of Clause 4.1 of the Debenture over any of the Charged Assets not expressed to be subject to a fixed Charge under the Debenture, or attempts to do so, or if any Person levies or attempts to levy any distress, attachment, execution or other

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legal process against any of those Charged Assets, the floating charge created by the Debenture over the Charged Assets the subject of such Security or process shall automatically, without notice, be converted into a fixed Charge instantly such event occurs.

## 5 Further Security

The Chargor shall, as soon as practicable following the Security Trustee so requiring by notice to the Chargor, execute and deliver (or procure the execution and delivery of) to the Security Trustee (in such form as the Security Trustee shall reasonably require) the following in favour of the Security Trustee securing the Liabilities:

5.1 a legal charge of such of its present or future Real Property in England and Wales as is specified (whether generally or specifically) in the relevant notice; or

5.2 such other Security over such of the Chargor's other present or future Assets as are expressed to be subject to a fixed Charge or an assignment as shall be specified in the relevant notice (whether generally or specifically and whether for the purposes of obtaining legal title to the relevant Assets, creating Security which is effective under applicable law or otherwise).

## 6 Definitions

### "Assets"

means, in relation to any Person, all or any part of its business, undertaking, property, assets, revenues, Rights and uncalled capital, wherever situated;

### "Assigned Accounts"

means each of the bank accounts listed in Schedule 4 of the Debenture and any other current, deposit or other accounts now or hereafter held by the Borrower with any Person and all balances now or hereafter standing to the credit of any such accounts;

### "Assigned Contracts"

means all the Project Documents to which the Chargor is a party (but excluding for the avoidance of doubt the Planning Consents and the Memorandum and Articles of Association of the Borrower);

### "Book Debts"

means all book and other debts of any nature whatsoever, now or hereafter due or owing to the Chargor including, for the avoidance of doubt, all cash deriving from Investments or Rights attaching or relating to Investments and the benefit of all negotiable instruments, Rights, Security, guarantees and indemnities of any nature whatsoever now or hereafter enjoyed or held by it in relation thereto;

### "Charged Assets"

means, subject to Clause 8.2 of the Debenture, Assets from time to time subject, or expressed to be subject, to the Charges or any part of those Assets;

### "Charges"

means all or any of the charges or other Security created (or expressed to be created), or which may at any time be created (or expressed to be created), by or pursuant to the Debenture;

### "Enforcement Event"

means the occurrence of an Event of Default and the delivery of instructions in accordance with clause 11 of the Intercreditor Agreement to the Security Trustee instructing it to enforce any of its rights under the Security Documents;

### "Intellectual Property"

means intellectual property of every description including, without limitation, patents and registered designs, copyrights, unregistered designs, rights in trademarks whether registered or not, goodwill and rights in confidential information, service marks and know-how and any associated or similar rights which may now or hereafter exist (including, where

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applicable, applications and rights to apply therefore);

**"Intercreditor Agreement"**

means the security trust and intercreditor deed dated on or about the date of this Debenture between, inter alia, the Borrower and the Security Trustee;

**"Loan Agreement"**

means the loan agreement dated the same date as the Debenture made between inter alia between the Chargor and the Security Trustee;

**"Liabilities"**

means all monies, 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 to any Senior Creditor under or in connection with any Senior 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);

**"Person"**

means any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having a separate legal personality);

**"Real Property"**

means, in relation to any Person, all or any part of its freehold and leasehold property in England and Wales and other real property anywhere in the world and any estate or interest therein and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, and all Fixtures belonging to that Person from time to time therein or thereon;

**"Rights"**

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

**"Senior Creditors"**

means the Hedging Counterparties, the Bank Creditors and the Security Trustee; and

**"Senior Finance Documents"**

has the meaning given to that term in the Loan Agreement.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05826309

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st JULY 2006 AND CREATED BY JUSTICE SUPPORT SERVICES (NORTH KENT) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SENIOR CREDITOR ON ANY ACCOUNT WHATSOEVER 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 28th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2006.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES