

MG01

Particulars of a mortgage or charge



121350/13

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 on a company. To do this, use form MG01s

SATURDAY



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06/03/2010

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COMPANIES HOUSE

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uk

1

Company details

For official use

Company number

0 7 1 1 0 1 0 8

Company name in full

Justice Support Services (Norfolk and Suffolk) Limited
the ("**Chargor**")

Filling 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

d2 d3 m2 m y2 y0 y1 y0

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

Debenture (the "**Charge**")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of any Obligor to any Secured Finance Party under each Finance Document to which each Obligor is a party (the "**Secured Liabilities**")

Continuation page

Please use a continuation page if you need to enter more details

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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	Lloyds TSB Bank plc as agent and security trustee for							
Address	the Secured Finance Parties (the "Secured Trustee")							
	25 Gresham Street, London							
Postcode	E	C	2	V		7	H	N
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

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7 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 N/A

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 866)

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 870) 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)

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper Scotland LLP
5/3/10

X

This form must be signed by a person with an interest in the registration of the charge

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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 **Caroline Barr**

Company name **DLA Piper Scotland LLP**

Address **Collins House**

Rutland Square

Post town **Edinburgh**

County/Region

Postcode

E	H	1		2	A	A
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Country

DX DX: **ED271** **Edinburgh**

Telephone **08700 111 111**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. LAND</p> <p>1 1 The Chargor charges</p> <p>1.1 1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it,</p> <p>1.1 2 (to the extent that they are not the subject of a mortgage under subparagraph 1 1.1 above) by way of first fixed charge all estates or interests in any freehold or leasehold property acquired by or transferred to it from time to time</p> <p>1 2 A reference in the Charge to any freehold or leasehold property includes</p> <p>1.2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property;</p> <p>1.2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants, and</p> <p>1.2.3 all rights from time to time attached or relating thereto</p> <p>2. INVESTMENTS</p> <p>2.1 The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf (including any Authorised Investment)</p> <p>2 2 A reference in the Charge to any stock, share, debenture, bond, warrant, coupon or other security includes</p> <p>2.2 1 any dividend, interest or other distribution paid or payable,</p> <p>2.2 2 any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>2.2 3 any right against any clearance system; and</p> <p>2.2 4 any right under any custodian or other agreement,</p>	

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in relation to that stock, share, debenture, bond, warrant, coupon or other security except in the case of paragraph (i) and (ii) above, to the extent that any such dividend, interest, other distribution or money has been transferred to the Distribution Account as expressly permitted under clause 19.2 of the Facility Agreement (*Distributions*).

2.3 A clearance system means for the purposes of the Charge a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person

3. PLANT AND MACHINERY

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

4. CREDIT BALANCES

The Chargor charges by way of a first fixed charge all of its rights in respect of all amounts standing to the credit of any account (with the exception of the Distribution Account) it has with any person and the debt represented by that account. This includes each Account other than the Distribution Account

5. BOOKS, DEBTS, ETC.

5.1 The Chargor charges by way of a first fixed charge (with the exception of any amounts standing to the credit of the Distribution Account)

5.1.1 all of its book and other debts (including any debt arising under the Equity Documents);

5.1.2 all other moneys due and owing to it (including any compensation and any amounts payable to it under any Hedging Arrangement), and

5.1.3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph 5.1.1 or 5.1.2 above.

6. OTHER CONTRACTS

6.1 The Chargor assigns by way of security all of its rights in respect of

6.1.1 any agreement to which it is a party (including the Project Documents) including any right of prepayment under any Equity Document except to the extent that it is subject to any fixed security created under any other term of this clause,

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6.1 2 any letter of credit or bond issued in its favour, and

6.1 3 any bill of exchange or other negotiable instrument held by it

6 2 To the extent that they are not effectively assigned under paragraph 6.1 above, the Chargor charges by way of first fixed charge of all of its rights referred to in paragraph 6 1 above

7. INSURANCES

7 1 The Chargor assigns by way of security all of its rights in respect of the Insurances (including without limitation all claims and returns of premium in respect of them) and any other contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

7 2 To the extent that they are not effectively assigned under paragraph 7 1 above, the Chargor charges by way of first fixed charge of all of its rights referred to in paragraph 7 1 above.

8. INTELLECTUAL PROPERTY

The Chargor charges by way of a first fixed charge, all of its rights in respect of

8 1 any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,

8 2 any copyright or other intellectual property monopoly right, or

8 3 any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

9. MISCELLANEOUS

The Chargor charges by way of first fixed charge

9 1 any beneficial interest, claim or entitlement it has in or to any assets of any pension fund,

9 2 its goodwill,

9 3 the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any of its assets,

9 4 the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph 9 3 above, and

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Short particulars	<p>9 5 its uncalled capital</p> <p>10. FLOATING CHARGE</p> <p>10 1 The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 of the Charge (<i>Creation of Security</i>). 10.2 Except as provided in paragraph 10 2 3 below, the Security Trustee may by notice to the Chargor convert the floating charge created by paragraph 10 (<i>Floating Charge</i>) into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>10 2 1 an Event of Default is outstanding,</p> <p>10 2 2 the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or</p> <p>10 2.3 the Chargor fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in it failing to comply with its obligations under clause 4 of the Charge (<i>Restrictions on Dealings</i>)</p> <p>10.3 The floating charge created by this paragraph 10 (<i>Floating Charge</i>) may not be converted into a fixed charge solely by reason of.</p> <p>10 3 1 the obtaining of a moratorium, or</p> <p>10 3 2 anything done with a view to obtaining a moratorium,</p> <p>10 3 3 under the Insolvency Act 2000</p> <p>10 4 Except as provided in paragraph 10 3 above, the floating charge created under this paragraph 10 (<i>Floating Charge</i>) will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets if:</p> <p>10 4 1 an administrator of the Chargor is appointed or the Security Trustee receives notice of any intention to appoint an administrator of the Chargor, or</p> <p>10 4 2 without the prior written consent of the Security Trustee, the Chargor breaches the provision of clause 4 (<i>Restrictions on dealings</i>) of the Charge or attempts to do so, or</p>	

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Short particulars	<p>10 4 3 if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Chargor's assets</p> <p>10 5 The floating charge created by this paragraph 11 (<i>Floating Charge</i>) is a qualifying floating charge for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>11. RESTRICTIONS ON DEALINGS</p> <p>The Chargor must not</p> <p>11 1 create or allow to subsist any Security Interest (other than the Charge) on any Security Asset, or</p> <p>11 2 sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Facility Agreement</p> <p>12. FURTHER ASSURANCES</p> <p>12 1 Further action</p> <p>The Chargor must, at its own expense, promptly do all acts and execute all documents as the Security Trustee or a Receiver may (and in such form as the Security Trustee or a Receiver may)</p> <p>12 1 1 reasonably require for creating, perfecting or protecting any security intended to be created by the Charge or any other Security Document; or</p> <p>12 1 2 require for facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee, any other Secured Finance Party or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law</p> <p>This includes</p> <p>12 1 2 1 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee, or</p> <p>12 1 2 2 the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Trustee may think expedient (acting reasonably)</p>	

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13. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged but has failed to take under the Charge. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

DEFINITIONS

"Acceptable Bank" means

- (a) in respect of the Account Bank, any bank which is authorised for the purpose of the Financial Services and Market Act 2000 and whose long term debt is rated at least A by S&P and A2 by Moody's,
- (b) in respect of any other person, any bank (or, in respect of any Performance Bond or Retention Bond, any Surety) which is authorised for the purpose of the Financial Services and Markets Act 2000 and whose long-term debt is rated at least A by S&P and A2 by Moody's as at the date such person is to provide an Equity Letter of Credit, Performance Bond or Retention Bond (as applicable) (save in respect of Liberty Mutual Insurance Europe Limited in relation to the Retention Bond only whose rating shall be at least A- by S&P and A3 by Moody's) and is rated no less than A- by S&P and A3 by Moody's at any time thereafter,

"Accession Deed" means a deed by which a person becomes a party to the Security Trust and Intercreditor Deed, substantially in the form of Schedule 1 (*Form of Accession Deed*) thereof with such amendments as the Security Trustee may approve or reasonably require,

"Accounts" means the Company's bank accounts the details of which are set out in Schedule 2 of the Accounts Agreement,

"Accounts Agreement" means the accounts agreement dated 23 February 2010 between the Account Bank, the Facility Agent, the Security Trustee, HoldCo and the Company,

"Account Bank" means Lloyds TSB Bank plc (registered in England with company number 2065 and having its registered office at 25 Gresham Street, London EC2V 7HN) or such other bank performing the functions of the Account Bank which is at all times an Acceptable Bank,

"Accounting and Secretarial Agreement" means the accounting and secretarial agreement dated on or around the date of the Facility Agreement among Kier Project Investment Limited and the Obligor,

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Short particulars	<p>"Administrative Party" means the Arrangers, the Facility Agent or the Security Trustee,</p> <p>"Arrangers" means (1) Landesbank Hessen-Thüringen Girozentrale, (2) The Royal Bank of Scotland plc, and (3) Lloyds TSB Bank plc;</p> <p>"Authorised Investment" means, subject to the terms of the Facility Agreement, an investment denominated in Sterling in any of the following</p> <ul style="list-style-type: none"> (a) freely transferable and marketable debt securities issued by H M Government which constitute direct, primary and unsubordinated obligations having an outstanding maturity of not more than six months from the date of purchase, or (b) bank debt obligations in the form of certificates of deposit, time deposits or banker's acceptances with the Account Bank or otherwise with a long term senior debt rating of A or better by S&P or A2 or better by Moody's issued in the United Kingdom by a bank which is an authorised institution (for the purposes of the Financial Services and Markets Act 2000) or a building society (which is an authorised institution under the Building Societies Act 1986) and having an outstanding maturity of not more than six months from the date of purchase; or (c) other investments agreed between the Company and the Facility Agent, <p>"Authority" means each of Norfolk Police Authority of Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 OWW and Suffolk Police Authority of Police Headquarters, Martlesham Heath, Ipswich, Suffolk IP5 3QS,</p> <p>"Authority Direct Agreement" means the direct agreement in relation to the Project Agreement dated on or about the date of the Facility Agreement between the Authority, the Facility Agent, the Security Trustee and the Company,</p> <p>"Change in Law Loan Facility" means the term loan facility made available under clause 2 1(c) of the Facility Agreement (<i>Facilities</i>),</p> <p>"Collateral Warranties" has the meaning given to it in the Facility Agreement,</p> <p>"Company" means the Chargor,</p> <p>"Construction Contract" has the meaning given to it in the Facility Agreement ;</p> <p>"Construction Contractor" means Kier Regional Limited (trading as Kier Eastern) (a company registered in England and Wales with registered number 02099533),</p>	

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Short particulars	<p>"Construction Direct Agreement" means the direct agreement in relation to the Construction Contract dated on or about the date of the Facility Agreement between the Company, the Facility Agent, the Security Trustee, the Construction Contractor, the Construction Guarantor and Kier Regional Limited (trading as Kier Eastern) (a company registered in England and Wales with registered number 02099533) as parallel loan provider,</p> <p>"Construction Document" has the meaning given to it in the Facility Agreement ;</p> <p>"Construction Guarantor" means Kier Group plc in its capacity as guarantor of the obligations of the Construction Contractor under the Construction Contract,</p> <p>"Direct Agreement" means</p> <ul style="list-style-type: none"> (a) the Authority Direct Agreement, (b) the Construction Direct Agreement, (c) the FM Direct Agreement; and (d) any other document designated as such by the Facility Agent and the Company, <p>"Distribution Account" means the account designated as such under the terms of the Accounts Agreement ,</p> <p>"Equity and Loan Note Subscription Agreement" means the equity and loan note subscription agreement dated on or about the date of the Facility Agreement between the Company, HoldCo and the HoldCo Shareholders;</p> <p>"Equity Bridge Creditor" means</p> <ul style="list-style-type: none"> (a) in respect of its rights and obligations relating to the Equity Bridge Debt, each Original Equity Bridge Lender under the Equity Bridge Facility, and (b) each additional Lender that, after the date of the Charge <ul style="list-style-type: none"> (i) becomes a Lender under the Equity Bridge Facility, (ii) executes and delivers to the Facility Agent a Transfer Certificate, and (iii) has not ceased to be a party to the Security Trust and Intercreditor Deed pursuant to Clause 23 2 thereof (<i>The Secured Finance Parties</i>) <p>"Equity Bridge Debt" has the meaning given to it in the Security Trust and Intercreditor Deed,</p>	

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Short particulars	<p>"Equity Bridge Facility" means the term loan facility made available under clause 2.1(a) of the Facility Agreement (<i>Facilities</i>) ,</p> <p>"Equity Document" means</p> <ul style="list-style-type: none"> (a) the Subordinated Loan Note Instrument, (b) each Subordinated Loan Note; (c) the Equity and Loan Note Subscription Agreement, (d) the On Loan Agreement, (e) the Shareholders Support Agreement, (f) the Shareholders Agreement, and (g) any other document designated as such by the Facility Agent and the Company, <p>"Equity Letter of Credit" means the letters of credit by each of Bank of Scotland plc and The Royal Bank of Scotland plc dated on or around the date of the Facility Agreement in respect of the respective obligations of Uberior Infrastructure Investments (No 4) Limited and Reliance Norfolk and Suffolk PFI Limited to subscribe for the Subordinated Loan Notes in accordance with the provisions of the Equity and Loan Note Subscription Agreement, together with any replacement(s) thereof permitted in terms of the Facility Agreement,</p> <p>"Event of Default" means an event specified as such in clause 22 of the Facility Agreement (<i>Default</i>),</p> <p>"Facility Agent" means Lloyds TSB Bank plc,</p> <p>"Facility Agreement" means the credit agreement loan facility dated 23 February 2010 and made between (among others) (1) the Company, (2) Holdco and (3) The Royal Bank of Scotland plc, Lloyds TSB Bank plc and Landesbank Hessen-Thüringen Girozentrale in various capacities,</p> <p>"Fee Letter" means any letter entered into by reference to clause 24 of the Facility Agreement (<i>Fees</i>) between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Facility Agreement,</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Facility Agreement, (b) each Security Document, 	

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Short particulars	<p>(c) the Accounts Agreement,</p> <p>(d) each Direct Agreement,</p> <p>(e) each document detailing a Hedging Arrangement,</p> <p>(f) each Fee Letter;</p> <p>(g) each Equity Letter of Credit;</p> <p>(h) Kier Guarantee,</p> <p>(h) Shareholders Support Agreement,(i) each Utilisation Request,</p> <p>(j) each Transfer Certificate, and</p> <p>(k) any other document designated as such by the Facility Agent or the Security Trustee and the Company,</p> <p>"Finance Party" means a Lender, a Hedging Bank or an Administrative Party;</p> <p>"FM Agreement" means the facilities management agreement dated on or about the date of the Facility Agreement between the Company and the FM Contractor,</p> <p>"FM Contractor" means Reliance Secure Task Management Limited (a company incorporated in England and Wales with company number 02057887);</p> <p>"FM Direct Agreement" means the direct agreement in relation to the FM Agreement dated on or about the date of the Facility Agreement between the Company, the Facility Agent, the Security Trustee, the FM Contractor, Reliance Security Group Limited (a company incorporated in England and Wales with company number 01473721) and the FM Guarantor,</p> <p>"FM Document" has the meaning given to it in the Facility Agreement,</p> <p>"FM Guarantor" means Reliance Security Group Limited (a company incorporated in England and Wales with company number 01473721),</p> <p>"Hedging Arrangement" means any hedging arrangement entered into by the Company with any Hedging Bank in accordance with the Facility Agreement including, for the avoidance of doubt, any ISDA Master Agreement (and schedule and credit support annex thereto) entered into between a Hedging Bank and the Company together with any related confirmations,</p>	

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Short particulars	<p>"Hedging Banks" means, from time to time, any person party to the Security Trust and Intercreditor Deed as a Hedging Bank; "Holdco" means Justice Support Services (Norfolk and Suffolk) Holdings Limited,</p> <p>"HoldCo Debenture" means the security agreement dated on or about the date of the Facility Agreement between HoldCo and the Security Trustee;</p> <p>"HoldCo Shareholders" means (1) Reliance Norfolk and Suffolk PFI Limited, (2) Uberior Infrastructure Investments (No4) Limited, and (3) Kier Project Investment Limited,</p> <p>"Insurance" means the contracts and policies of insurance taken out by or on behalf of the Company in accordance with Schedule 9 of the Facility Agreement (<i>Insurance</i>) or (to the extent of its interest) in which the Company has an interest; "Kier Guarantee" means the guarantee from the Kier Guarantor addressed to the Obligors and the Security Trustee dated on or around the date of the Facility Agreement together with any replacement therefore permitted pursuant to the terms of the Facility Agreement;</p> <p>"Kier Guarantor" means Kier Group plc in its capacity as guarantor of the obligations of Kier Project Investment Limited under clause 4.1 of the Equity and Loan Note Subscription Agreement,</p> <p>"Lender" means:</p> <ul style="list-style-type: none"> (a) the Original Lenders; or (b) any person who becomes a Lender after the date of the Facility Agreement, <p>"Loan" means, unless otherwise stated in the Facility Agreement, the principal amount of each borrowing, or the principal amount outstanding of that borrowing, under the Term Loan Facility, the Equity Bridge Facility or the Change in Law Loan Facility,</p> <p>"Obligor" means</p> <ul style="list-style-type: none"> (a) the Company, and (b) the HoldCo, <p>"On Loan Agreement" means the on loan agreement dated on or about the date of the Facility Agreement between HoldCo and the Company,</p> <p>"Original Equity Bridge Lenders" means (1) Landesbank Hessen-Thüringen Girozentral, (2) Royal Bank of Scotland plc, and (3) Lloyds TSB Bank plc,</p>	

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Short particulars	<p>"Original Lenders" means (1) Landesbank Hessen-Thüringen Girozentral, (2) Royal Bank of Scotland plc, and (3) Lloyds TSB Bank plc,</p> <p>"Performance Bond" means any performance bond delivered or to be delivered pursuant to the provisions of clause 20.16 of the Facility Agreement (<i>Procurement of Performance Bond</i>),</p> <p>"Project" has the meaning given to it in the Project Agreement,</p> <p>"Project Agreement" means the project agreement dated on or about the date of the Facility Agreement between the Company and the Authority, "Project Document" means:</p> <ul style="list-style-type: none"> (a) the Project Agreement, (b) each Construction Document, (c) each FM Document, (d) each Equity Document, (e) any guarantee given by any person or any letters of credit issued in respect of any obligations of any person (other than the Company) under any agreement listed above; (f) any collateral warranty or direct agreement (other than any Direct Agreement and the Collateral Warranties) entered into in relation to any agreement listed above; (g) the Accounting and Secretarial Agreement, (h) other agreement designated as a Project Document by the Company and the Facility Agent, or (i) any other material contract entered into by the Company relating to the Project, <p>"Receiver" means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Charge,</p>	

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"Retention Bond" means each and any retention bond procured by the Construction Contractor in favour of the Company in respect of one or more of the Sites and substantially in the form set out in Schedule 16 of the Construction Contract,

"Security Agreements" means:

- (a) the Charge, and
- (b) the HoldCo Debenture,

"Security Assets" means all assets of the Chargor the subject of any security created by or pursuant to the Charge or, in the case of any right of the Chargor under a document which cannot be secured in the manner envisaged by the Charge without the consent of a party to that document, prior to such consent being given, such right,

"Secured Finance Parties" means

- (a) a Senior Creditor, or
- (b) an Equity Bridge Creditor

"Security Documents" means

- (a) each Security Agreement,
- (b) the Security Trust and Intercreditor Deed,
- (c) any deed of accession entered into in respect of any document referred to above,
- (d) each Retention Bond;
- (e) each Performance Bond; and
- (f) any other document evidencing or creating security over any asset of the Company or HoldCo to secure any obligation of the Obligors to a Finance Party under the Finance Documents,

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated 23 February 2010 between (amongst others) (1) the Company, (2) the HoldCo, (3) the Facility Agent, (4) the Security Trustee, and (5) the HoldCo Shareholders

"Senior Creditor" means each of:

- (a) the Original Lenders,
- (b) the Hedging Banks;
- (c) the Arrangers,
- (d) the Facility Agent;
- (e) the Security Trustee; and
- (f) each additional Finance Party that
 - (i) becomes a Senior Creditor after the date of the Security Trust and Intercreditor Deed ,
 - (ii) (in the case of a Lender) executes and delivers to the Facility Agent a Transfer Certificate or (in the case of any other Finance Party) executes and delivers to the Security Trustee an Accession Deed, and(iii) has not ceased to be a party to the Security Trust and Intercreditor Deed pursuant to Clause 23 2 thereof (*The Secured Finance Parties*)

"Shareholders Agreement" means the shareholders agreement entered into on or about the date of the Facility Agreement by the HoldCo Shareholders, HoldCo and the Company,

"Shareholders Support Agreement" means the shareholder support agreement dated on or about the date of the Facility Agreement between the HoldCo Shareholders, the Company, HoldCo and the Security Trustee,

"Sites" has the meaning given to it in the Project Agreement,

"Subordinated Loan Notes" means the subordinated loan notes issued by HoldCo pursuant to the Subordinated Loan Note Instrument,

"Subordinated Loan Note Instrument" means the Deed Poll Constituting Unsecured Notes made by HoldCo on or around the date of the Facility Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Surety" means the issuer or issuers from time to time of any Performance Bond or Retention Bond,

"Sterling" means the lawful currency for the time being of the United Kingdom,

"Term Loan Facility" means the term loan facility made available under clause 2 1(b) of the Facility Agreement (*Facilities*),

"Transfer Certificate" means a certificate, substantially in the form of Schedule 7 of the Facility Agreement (*Form of Transfer Certificate*), with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company,

"Utilisation Request" means a request for a Loan, substantially in the form of Schedule 3 to the Facility Agreement (*Form of Utilisation*)



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7110108
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
FEBRUARY 2010 AND CREATED BY JUSTICE SUPPORT
SERVICES (NORFOLK AND SUFFOLK) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR
TO ANY SECURED FINANCE PARTY 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 6 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2010

plact



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES