

MG01

134281 / 13

Particulars of a mortgage or charge



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 company. To do this, please use form MG01s

WEDNESDAY



"L1M6DPUJ"

LD2

21/11/2012

#52

COMPANIES HOUSE

1

Company details

Company number

0 7 2 7 9 2 5 0

Company name in full

BWP PROJECT SERVICES LIMITED (the "Chargor")

For official use

2

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

d1 d6 m1 m1 y2 y0 y1 y2

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

Mortgage Deed (the "Deed") dated 16 November 2012 between the Chargor and Barclays Bank PLC as Security Trustee for the Senior Creditor (the "Security Trustee", which expression includes its successors in title, permitted assigns, permitted transferees or such other duly appointed security trustees).

4

Amount secured

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

Amount secured

The "Liabilities" being all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Finance Party under or in connection with any 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, surety or otherwise).

(PLEASE SEE NOTE (1) OF ATTACHED CONTINUATION SHEET FOR DEFINITIONS TO THE EXTENT NOT ALREADY DEFINED)

Continuation page

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

MG01

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 Barclays Bank plc (as Security Trustee)

Address 5 North Colonnade

Canary Wharf, London

Postcode E 1 4 4 B B

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 (PLEASE SEE ATTACHED CONTINUATION SHEET)

MG01

Particulars of a mortgage or charge

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

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).

9

Signature

Please sign the form here

Signature

Signature

X  X

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

MG01**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 **Simon Caridia**Company name **Linklaters LLP**Address **One Silk Street**Post town **London**

County/Region

Postcode **E C 2 Y 8 H Q**

Country

DX

Telephone **020 7456 2303****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

Short particulars of all the property mortgaged or charged

Continuation page (1)

BWP Project Services Limited - 07279250

1 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Senior Creditors) by way of a first legal mortgage, the Mortgaged Property

Note (1): In this Form, except to the extent that the context requires otherwise

"Account Bank" means Barclays Bank plc

"Account Bank Agreement" means the account bank agreement dated 30 June 2010 between the Borrower and the Account Bank together with the Account Operating Mandates

"Account Operating Mandate" means the account operating mandates given by the Borrower or (as the case may be) HoldCo to the Account Bank in respect of the Project Accounts

"Agent" means Barclays Bank plc

"Arrangers" means The Governor and Company of the Bank of Ireland, Barclays Bank plc, Landesbank Hessen-Thüringen Girozentrale and The Royal Bank of Scotland plc

"Authority" means the Secretary of State for Justice

"Authority Direct Agreement" means the direct agreement dated 30 June 2010 between the Borrower, the Agent, the Security Trustee and the Authority in respect of the Project Agreement

"Borrower" means the Chargor

"Borrower Charge" means the fixed and floating security document dated 30 June 2010 given by the Borrower in favour of the Security Trustee

"Construction Contract" means the construction agreement dated 30 June 2010 between the Borrower and the Contractor for the design, construction and commissioning of the Prison by the Contractor

"Construction Parent Guarantee" means the guarantee dated 30 June 2010 given by the Construction Parent Guarantor in favour of the Borrower

"Construction Parent Guarantor" means Skanska AB or any person at such time acting as parent company guarantor of the Contractor under a guarantee replacing the Construction Parent Guarantee

"Contractor" means Skanska JV Projects limited or any person at such time acting as a contractor to the Borrower under a contract replacing the Construction Contract

"Contractor Direct Agreement" means the direct agreement dated 30 June 2010 between the Borrower, the Agent, the Security Trustee, the Contractor and the Construction Parent Guarantor in respect of the Construction Contract

"Direct Agreement" means

(a) the Authority Direct Agreement,

Short particulars of all the property mortgaged or charged

Continuation page (2)

BWP Project Services Limited - 07279250

- (b) the Contractor Direct Agreement, and
- (c) the Operator Direct Agreement

"Equity Subscription Agreement" means the equity subscription agreement dated 30 June 2010 between the Investor, the General Partner, the GroupCo, the HoldCo, the ProjectCo, the Security Trustee and the Agent

"Facility Agreement" means the £132,057,765 23 sterling term loan facility agreement (with subordinated debt bridge and change in law facilities) relating to the Belmarsh West Prison Project dated 30 June 2010

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between, as the case may be, the Arrangers and the Borrower or the Agent and the Borrower setting out any of the fees referred to in clause 11 (*Fees*) of the Facility Agreement

"Finance Document" means

- (a) the Facility Agreement,
- (b) the Equity Subscription Agreement,
- (c) each Security Document,
- (d) each Direct Agreement,
- (e) the Account Bank Agreement,
- (f) each Hedging Agreement,
- (g) each Fee Letter,
- (h) each other document executed from time to time pursuant to any of the foregoing to which the Borrower and any Finance Party is a party, and any present or future document confirming or evidencing any security or guarantee for, or in relation to, the Borrower's, HoldCo's, GroupCo's or the Investors' obligations under any Finance Document, and
- (i) any other agreement or document which the Agent may from time to time designate as a Finance Document with the consent of the Borrower (such consent not to be unreasonably withheld or delayed)

"Finance Party" means the Agent, the Security Trustee, the Arrangers, the Account Bank, the Hedging Banks or a Lender (including their successors in title, permitted assigns and permitted transferees)

"General Partner" means Barclays European Infrastructure II Limited

"GroupCo" means BWP Services (Holdings No 1) Limited

"Hedging Banks" means The Governor and Company of the Bank of Ireland, Barclays Bank plc, Landesbank Hessen-Thüringen Girozentrale and The Royal Bank of Scotland plc

Short particulars of all the property mortgaged or charged

Continuation page (3)

BWP Project Services Limited - 07279250

"Hedging Agreement" means each ISDA Master Agreement between the Borrower and any Hedging Bank and any Transaction (as defined in the ISDA Master Agreement) entered into pursuant that ISDA Master Agreement, whether on a written or oral basis

"HoldCo" means BWP Services (Holdings No 2) Limited

"HoldCo Charge" means the fixed and floating security document dated 30 June 2010 given by HoldCo in favour of the Security Trustee

"Intercreditor Agreement" means the security trust and intercreditor deed dated on 30 June 2010 between, among others, the Agent, the Lenders, the Hedging Banks, the Security Trustee, HoldCo, GroupCo and the Borrower

"Investor" means Barclays European Infrastructure Fund II Limited Partnership

"Investor Security" means the irrevocable letter of credit in agreed form issued by Barclays Bank plc on behalf of the Investor in the amount of £18,500,000 payable to the Shareholder Contributions Account or any replacement for such security delivered in accordance with clauses 3.2 to 3.4 of the Equity Subscription Agreement

"Lenders" means The Governor and Company of the Bank of Ireland, Barclays Bank plc, Landesbank Hessen-Thüringen Girozentrale and The Royal Bank of Scotland plc

"Operations and Maintenance Agreement" means the operations and maintenance agreement dated 30 June 2010 between the Borrower and the Operator for the operation and maintenance of the Prison by the Operator

"Operator" means, from time to time, Serco Limited or any person at such time acting as an operator to the Borrower under a contract replacing the Operations and Maintenance Agreement

"Operator Direct Agreement" means the direct agreement dated 30 June 2010 between the Borrower, the Agent, the Security Trustee and the Operator in respect of the Operations and Maintenance Agreement

"Prison" means Belmarsh West Prison

"Project" means the financing, design, construction, testing, commissioning, operation, management and maintenance of the Prison and activities ancillary or related to such purposes

"ProjectCo" means the Chargor

"Project Accounts" means the bank accounts of the Borrower, the details of which are set out in schedule 1 (*Project Accounts*) of the Account Bank Agreement

"Project Agreement" means the contract dated 30 June 2010 between the Borrower and the Authority for the implementation of the Project

"Security" means a mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means

(a) the Borrower Charge,

Short particulars of all the property mortgaged or charged

Continuation page (4)

BWP Project Services Limited - 07279250

- (b) the HoldCo Charge,
- (c) the Intercreditor Agreement,
- (d) the Investor Security,
- (e) any present or future document confirming or evidencing any Security or guarantee for, or in relation to, the senior finance liabilities,
- (f) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices of assignment given pursuant to, and as contemplated by, the Borrower Charge and the acknowledgements to the notices of assignment, and
- (g) any other agreement or document which the Security Trustee may from time to time designate as a Security Document with the consent of the Borrower (such consent not to be unreasonably withheld or delayed)

"Security Trustee" means Barclays Bank plc

"Senior Creditors" means the Agent, the Security Trustee, the Arrangers, the Account Bank, the Lenders and the Hedging Banks

"Shareholders Contribution Account" means the account held at Barclays Bank plc in the name of the ProjectCo

Note (2):

The Leasehold Property specified in schedule 1 (*Details of Leasehold Property*) to the Deed is as follows

The premises at Belmarsh West, Griffin Way, Woolwich, London (now known as HMP Thameside) comprised in and demised by the lease dated 9 May 2012 and made between the Secretary of State for Justice and the Chargor and held under registered title number TGL362896 for a term of 30 March 2012 - 31 December 2036

Short particulars of all the property mortgaged or charged

Continuation page (5)

BWP Project Services Limited - 07279250

Note (3): The Deed provides that

- 1 **Land Registry:** The Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16 November 2012 in favour of Barclays Bank plc referred to in the Charges Register "

For the purposes of this Note (3)

"Mortgaged Property" means the leasehold property specified in schedule 1 (*Details of Leasehold Property*) of the Deed and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property and includes all Related Rights

"Related Rights" means in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

Short particulars of all the property mortgaged or charged

Continuation page (6)

BWP Project Services Limited - 07279250

Note (4): In this form the following construction applies to defined terms

- (a) Unless a contrary indication appears, a reference in the Deed to
- I the "Chargor", any "Senior Creditor", any "Party", the "Security Trustee" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being duly appointed as the Security Trustee or Security Trustees,
 - II "assets" includes present and future properties, revenues and rights of every description,
 - III a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality), and
 - IV a provision of law is a reference to that provision as amended or re-enacted, and
- (b) Section, Clause and Schedule headings are for ease of reference only



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7279250
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEED DATED 16
NOVEMBER 2012 AND CREATED BY BWP PROJECT SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY 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 21 NOVEMBER
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER
2012**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**