

MG01

Particulars of a mortgage or charge



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LASERFORM

225091/13

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

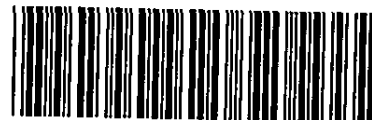
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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

TUESDAY



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13/03/2012

#71

COMPANIES HOUSE

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1

Company details

Company number

0 7 7 3 2 0 5 1

Company name in full

BBGI Holding Limited ("**Mortgagor**")

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

d 0 d 1 m 0 m 3 y 2 y 0 y 1 y 2

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

Share Mortgage dated 1 March 2012 between the Mortgagor and BOS International (Securities) Pty
Ltd (the "**Security Trustee**") (the "**Share Mortgage**")

4

Amount secured

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

Amount secured

All money which the Borrower or the Mortgagor (whether alone or
not) is or at any time may become actually or contingently liable to
pay to or for the account of any Mortgagee (whether alone or not) for
any reason whatever under or in connection with a Finance
Document

Capitalised terms are defined in the Continuation Pages to Section 6
of this Form MG01

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						
Name	BOS International (Securities) Pty Ltd (as Security Trustee)						
Address	Level 27, 45 Clarence Street						
	Sydney NSW						
Postcode	2	0	0	0			
Name							
Address							
Postcode							

Continuation page

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
Short particulars	<p>In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Share Mortgage unless otherwise specified. References in this Form MG01 to the Share Mortgage or to any other document (including any Finance Document) include reference to the Share Mortgage, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Mortgagor which protect and further define the charges created by the Share Mortgage and which must be read as part of those charges.</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 The Mortgagor mortgages to the Security Trustee, for itself and as trustee for the Mortgagees, all present and future</p> <p>(i) Shares,</p> <p>(ii) New Rights, and</p> <p>(iii) any Shareholder Loans and all other indebtedness of any nature owing from time to time by the Borrower to the Mortgagor.</p> <p>Continued on Continuation Page</p>						

Continuation page

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

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

None

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

PSCB

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 Philip Brown

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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

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

Covenants and Restrictions contained in the Share Mortgage

2 By Clause 3 2 (*Dealing with Mortgaged Property*), the Mortgagor agreed, except with the prior written consent of the Security Trustee or as permitted in the Finance Documents or the Tripartite Deed, not to

(i) create or allow to exist any Security Interest over any Mortgaged Property, or

(ii) in any other way (1) dispose of, (2) create or allow any interest in, or (3) part with possession of, any Mortgaged Property

3 By Clause 4 3(j) (*Nothing Prejudicial*), the Mortgagor agreed not to do anything or omit to do anything which might render any Marketable Securities owned by it included in the Mortgaged Property liable to forfeiture, cancellation, avoidance or loss or might otherwise prejudicially affect the interest of the Mortgagees in them

4 By Clause 4 3(l)(ii) (*Vote*), the Mortgagor agreed it will not vote on those Marketable Securities owned by it included in the Mortgaged Property while an Event of Default subsists or after the Share Mortgage has been enforced, except with the consent of the Security Trustee

5 By Clause 4 3(m) (*Transfer*), the Mortgagor agreed it will not exercise any voting rights under the Shares to delete or amend any existing provision of or insert any new provision in the constitution of the Borrower which may prejudicially affect the rights or interests of the Mortgagees or the exercise by them of any Power

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"Agent" or "Senior Agent" means BOS International (Australia) Limited (ABN 23 066 601 250),

"Augmentation Commitment" means in relation to a Participant, the amount (if any) against its name in column 5 of Schedule 1 of the Senior Facility Agreement,

"Beneficiary" means (a) the Security Trustee, (b) the Senior Agent, (c) a Senior Participant, (d) a Hedge Counterparty, (e) a New Financier, or (f) a New Financier Representative Subject to the appointment of a successor Security Trustee if required under clause 3 20 of the Security Trust Deed when all Secured Money which may now or in the future be or become actually or contingently owing to each of the parties listed in paragraphs (a) to (f) inclusive has been fully and finally paid or repaid, the term Beneficiary shall include any Junior Creditor and reference to any New Financier Representative will include any New Subordinated Financier Representative

"Borrower" means Victorian Correctional Infrastructure Partnership Pty Limited (ACN 107 247 067),

"Charge" means the deed between the Borrower and the Security Trustee under which the Borrower charges all its future assets (with certain exceptions) to secure the Secured Money,

"Collateral Security" means any Security Interest, Guarantee or other document or agreement at any time created or entered into as security for any Secured Money,

"Commitment" means (a) a Term Commitment, (b) a Standby Commitment, or (c) an Augmentation Commitment,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"Consent Deed" means</p> <ul style="list-style-type: none"> (a) the Construction Contractor Consent Deed, (b) the Facilities Management Subcontract Consent Deed, or (c) any other deed so entitled which the Agent and the Borrower agree is a Consent Deed, <p>"Construction Contractor Consent Deed" means the deed so entitled dated on or about 21 January 2004 between Bauldterstone Hornibrook Pty Limited, the Borrower and the Security Trustee,</p> <p>"Debt Instrument" means any bond, note or other debt instrument issued by the Borrower to a New Financier or New Subordinated Financier in its capacity as New Financier or New Subordinated Financier,</p> <p>"Derivative Transaction" means a swap, option, hedge, forward, futures or similar transaction,</p> <p>"Drawdown Date" means the date on which any accommodation under the Senior Facility Agreement is or is to be drawn using any Undrawn Commitments,</p> <p>"Early Equity Contribution" means each instalment of the Early Equity Contribution Amount payable in the amounts and on the dates set out in schedule 8 of the Senior Facility Agreement,</p> <p>"Early Equity Contribution Amount" means A\$27,450,000 to be provided by the Equity Investor under the Equity Document on or before the first Drawdown Date under the Facilities,</p> <p>"Early Equity Distribution Date" means the date on which the first Early Equity Contribution instalment is to be paid in accordance with schedule 8 of the Senior Facility Agreement,</p> <p>"Early Equity Payment" means, as at any Early Equity Distribution Date, the total of</p> <ul style="list-style-type: none"> (a) 6 00% per annum of the Early Equity Contribution Amount in respect of the period commencing on the previous Early Equity Distribution Date (or, in the case of the first Early Equity Distribution Date, Financial Close) and ending on the day before the relevant Early Equity Distribution Date, and (b) any accrued but unpaid "Early Equity Payment" in respect of previous Early Equity Distribution Dates, <p>"Equity Document" means the document entitled "Subscription Agreement" dated on or about 21 January 2004 between the Borrower and the Equity Investor,</p> <p>"Equity Investor" means BBGI Holding Limited,</p> <p>"Event of Default" means</p> <ul style="list-style-type: none"> (a) an event of default as defined in any Senior Finance Document, or (b) if and when any New Subordinated Financier becomes a Beneficiary, an event or circumstance described as such in the relevant Subordinated Finance Document, 	

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	<p>"Exposure" means at any time (but without double counting)</p> <p>(a) in the case of the Security Trustee, the Senior Agent, a New Financier Representative or (after it has become a Beneficiary) a New Subordinated Financier Representative, the Secured Money which the Borrower is at that time actually or contingently liable to pay to or for the account of it (but not Secured Money payable to it for the account of any other Beneficiary or in any other capacity),</p> <p>(b) in the case of a Senior Participant, the undrawn Commitment of that Senior Participant plus the amount of that Senior Participant's participation in the total principal amount outstanding and accrued but unpaid interest under the Senior Facility Agreement,</p> <p>(c) in the case of a Hedge Counterparty, that Hedge Counterparty's Realised Swap Loss (if any) and, if the Security Trustee has taken any action to enforce the Security (but without double counting), its Potential Close-Out Amount (if any), or</p> <p>(d) in the case of a New Financier or (after it has become a beneficiary) a New Subordinated Financier</p> <p>(i) the undrawn Commitment of the New Financier or new Subordinated Financier plus the amount of that New Financier's or New Subordinated Financier's participation in the total principal amount outstanding and accrued but unpaid interest under the New Financier's or New Subordinated Financier's financing agreement with the Borrower, or</p> <p>(ii) if the New Financier or new Subordinated Financier is a holder of a Debt Instrument, the amount that would be payable to the New Financier or New Subordinated Financier under the Debt Instrument and the new Finance Documents relating to it if the Debt Instrument were redeemed at that time, or if the Debt Instrument has been redeemed, any amount which has become due to the New Financier or New Subordinated Financier under the Debt Instrument and related new Finance Documents but has not been paid</p> <p>"Facilities Management Subcontract Consent Deed" means the deed so entitled dated on or about 21 January 2004 between the joint venture comprising Boulderstone Services Pty Limited and United KG Pty Limited, the Borrower and the Security Trustee</p> <p>"Facility" means each facility provided under the Senior Facility Agreement under which Loans may be provided in accordance with the Senior Facility Agreement utilising the Commitments,</p> <p>"Finance Debt" means indebtedness (whether actual or contingent) in respect of money borrowed or raised or other financial accommodation. It includes indebtedness under or in respect of</p> <p>(a) a Guarantee of Finance Debt or a Guarantee given to a financier,</p> <p>(b) a finance Lease,</p> <p>(c) a Derivative Transaction,</p> <p>(d) an acceptance, endorsement or discounting arrangement,</p> <p>(e) a redeemable share or redeemable stock, or</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(f) the deferred purchase price (for more than 90 days) of an asset or service, or an obligation to deliver assets or services paid for in advance by a financier or otherwise relating to a financing transaction,</p> <p>"Finance Document" means</p> <p>(a) the Security Trust Deed,</p> <p>(b) a Security,</p> <p>(c) any Guarantee in respect of the Secured Money,</p> <p>(d) the Senior Facility Agreement,</p> <p>(e) a Hedge Agreement with a Hedge Counterparty,</p> <p>(f) any Subordinated Finance Document,</p> <p>(g) a Consent Deed,</p> <p>(h) the Tripartite Deed,</p> <p>(i) the fee letter between the Borrower and the Security Trustee referred to in clause 3 17 of the Security Trust Deed,</p> <p>(j) any other document which the Security Trustee and the Borrower agree is a Finance Document, or</p> <p>(j) a document or agreement entered into or provided under or in connection with, or for the purpose of amendment or novating, any of the above It includes a written undertaking by the Borrower or its lawyers to a Beneficiary of its lawyers under or in relation to any of the above,</p> <p>"Financial Close" means the date when all conditions precedent set out in clause 16 1 of the Senior Facility Agreement have been satisfied or waived in accordance with that Agreement,</p> <p>"Funding Period" means a period for the fixing of interest rates for, and the funding of, a Loan That period commenced on the Drawdown Date or Selection Date of that Loan and has a duration specified in clause 6 of the Senior Facility Agreement,</p> <p>"Guarantee" means an obligation or offer to provide funds (including by subscription or purchase) or otherwise be responsible in respect of an obligation or indebtedness, or the financial condition or insolvency, of another person It includes a guarantee, indemnity, letter of credit or legally binding letter of comfort, or an obligation or offer to purchase an obligation or indebtedness of another person,</p> <p>"Hedge Agreement" means an agreement entered into in accordance with the terms of the Senior Facility Agreement or any other swap or other agreement to hedge against interest rate exposure which, in each case complies with the relevant provisions of each Finance Document and is approved by the Security Trustee It includes any master agreement and any transaction or confirmation under it</p>	

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

"Hedge Counterparty" means a Senior Participant or a Related Entity of a Senior Participant who is a counterparty to a Hedge Agreement or any other counterparty to a Hedge Agreement which is approved by the Security Trustee,

"Junior Creditor" means a New Subordinated Financier Representative or a New Subordinated Financier (except when they become Beneficiaries in accordance with the definition of Beneficiary) or anyone claiming through any of them,

"Liquidation" includes receivership, compromise, arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment of the benefit of creditors or bankruptcy,

"Loans" means each loan lent or to be lent for each Facility under the Senior Facility Agreement which has the same Funding Period and Selection Date,

"Majority Beneficiaries" means Beneficiaries whose Exposures are more than two-thirds of the total Exposures of all Beneficiaries,

"Marketable Security" has the meaning given to securities in s92(3) of the Corporations Act 2001, but also includes

(a) an undertaking referred to in the exceptions in paragraphs (a), (b) and (d) of the definition of debenture in the Corporations Act 2001,

(b) a unit or other interest in a trust or partnership,

(c) a negotiable instrument, and

(d) a right or an option in respect of a Marketable Security, whether issued or unissued, including any of the above,

"Mortgaged Property" means the property mortgaged or charged under the Share Mortgage or any Collateral Security granted by the Mortgagor,

"Mortgagee" means (a) the Security Trustee, (b) each Beneficiary, (c) any other person which the Mortgagor and the Security Trustee agrees is to be a Mortgagee for the purposes of the Share Mortgage, or (d) any successor or assign of any of the above,

"New Financier" means a financier permitted under clause 4 of the Security Trust Deed,

"New Financier Representative" means a trustee, agent or other representative for any New Financier, including for any holders of Debt Instruments,

"New Subordinated Financier" means

(a) a subordinated financier of the Borrower permitted by the Finance Documents, or

(b) any other additional subordinated financier of the Borrower approved by the Majority Beneficiaries and by a majority of existing New Subordinated Financiers (if any) under the relevant Subordinated Finance Documents,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 356 1046 387">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 454 1509 577">if either it or the relevant trustee, agent or other representative who is to act as its New Subordinated Financier Representative has become bound by the Security Trust Deed as a Junior Creditor to the satisfaction of the Security Trustee, including as a result of the execution of relevant subordination arrangements satisfactory to the Majority Beneficiaries,</p> <p data-bbox="323 607 1509 667">"New Subordinated Financier Representative" means a trustee, agent or other representative of any New Subordinated Financier, including for any holders of Debt Instruments,</p> <p data-bbox="323 696 1509 790">"New Rights" means all assets, rights, powers and proceeds of any nature at any time attaching to, or arising out of a holding in, any Marketable Securities included in the Mortgaged Property It includes</p> <p data-bbox="323 819 1509 880">(a) any Marketable Security, any right to take up Marketable Securities or any allotment of further Marketable Securities,</p> <p data-bbox="323 909 1509 969">(b) any Marketable Security resulting from the conversion, consolidation or sub-division of a Marketable Security,</p> <p data-bbox="323 999 1509 1059">(c) any certificate or other evidence of title to a Marketable Security or to anything specified in this definition, and</p> <p data-bbox="323 1088 1509 1149">(d) any distribution or dividend under, and any proceeds of, or of the disposal of, anything specified in this definition</p> <p data-bbox="323 1178 1509 1238">"Participant" each bank of financial institution names in column 1 of part B of schedule 1 of the Senior Facility Agreement,</p> <p data-bbox="323 1267 1509 1391">"Potential Close-Out Amount" means, in relation to a Hedge Counterparty on any day, the amount which, if the Hedge Agreements were closed out, would be owed to that Hedge Counterparty on that day The amount is to be calculated on a net basis in accordance with the relevant Hedge Agreement,</p> <p data-bbox="323 1420 1509 1480">"Power" means a power, right, authority, discretion or remedy which is conferred on a Beneficiary or a Receiver or Attorney</p> <p data-bbox="323 1509 1509 1547">(a) by the Security Trust Deed of any Security, or</p> <p data-bbox="323 1576 1509 1615">(b) by law in relation to the Security Trust Deed or any Security,</p> <p data-bbox="323 1644 1509 1738">"Realised Swap Loss" means the amount (if any) payable by the Borrower to a Hedge Counterparty under a Hedge Agreement which has been closed out or terminated The amount is to be calculated on a net basis in accordance with the relevant Hedge Agreement,</p> <p data-bbox="323 1767 1509 1805">"Related Entity" means, in relation to an entity (the "first entity")</p> <p data-bbox="323 1834 1509 1872">(a) a Subsidiary of the first entity,</p> <p data-bbox="323 1901 1509 1939">(b) an entity of which the first entity is a Subsidiary, or</p> <p data-bbox="323 1968 1509 2007">(c) a Subsidiary of another entity of which the first entity is also a Subsidiary,</p>

MG01 - continuation page

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Short particulars	<p>"Secured Money" means all money which the Borrower or the Mortgagor (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of any Mortgagee (whether alone or not) for any reason whatever under or in connection with a Finance Document</p> <p>(a) it includes money by way of principal, interest, fees, costs, indemnity, Guarantee, charges, duties or expenses, or payment of liquidated or unliquidated damages under or in connection with a Finance Document, or as a result of a breach of or default under or in connection with, a Finance Document, and</p> <p>(b) where the Borrower or the Mortgagor would have been liable but for its Liquidation, it will be taken still to be liable,</p> <p>"Security" means (a) the Charge, (b) the Share Mortgage, or (c) a Collateral Security,</p> <p>"Security Interest" includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind. It includes (a) anything which gives a creditor priority to other creditors with respect to any asset, and (b) retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security,</p> <p>"Security Trust Deed" means the deed so entitled dated 19 December 2003 between, among others, the Security Trustee and the Borrower,</p> <p>"Selection Date" means the last date of a Funding Period,</p> <p>"Senior Facility Agreement" means the agreement so entitled dated 21 January 2004 between the Mortgagor, BOS International (Australia) Limited, Credit Agricole Indosuez Australia Limited, The Royal Bank of Scotland plc, Australia Branch and others,</p> <p>"Senior Finance Document" means a Finance Document other than a Subordinated Finance Document,</p> <p>"Senior Participant" means a Senior Participant under the Senior Facility Agreement,</p> <p>"Shareholder Loan" means any Finance Debt owed to the Equity Investor by the Borrower (other than any Early Equity Payment) which is subordinated to the satisfaction of the Agent on the terms set out in schedule 7 of the Senior Facility Agreement,</p> <p>"Shares" means any Marketable Security in the Borrower owned or held by the Mortgagor from time to time including any Marketable Security included in the New Rights,</p> <p>"Standby Commitment" means in relation to a Participant, the amount (if any) against its name in column 4 of Schedule 1 of the Senior Facility Agreement,</p> <p>"Subordinated Finance Document" means</p> <p>(a) a document relating to the financing arrangements between the Borrower and a New Subordinated Financier or a New Subordinated Financier Representative, or</p> <p>(b) any document the Borrower and the Security Trustee agree is a Subordinated Finance Document,</p>	

MG01 - continuation page

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Short particulars	<p>"Subsidiary" has the meaning given in the Corporations Act 2001, but an entity will also be taken to be a Subsidiary of an entity if it is controlled by that entity (as defined in s50AA of the Corporations Act 2001) and, without limitation</p> <p>(a) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share, and</p> <p>(b) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation,</p> <p>"Term Commitment" means in relation to a Participant, the amount (if any) against its name in column 3 of Schedule 1 of the Senior Facility Agreement,</p> <p>"Tripartite Deed" means each deed so entitled dated on or about 21 January 2004 between the Borrower, the Agent, the Minister for Corrections of the State of Victoria and the Security Trustee,</p> <p>"Undrawn Commitments" means a Participant's Commitments less the total principal amount of its share of all outstanding Loans,</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7732051
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE MORTGAGE DATED 1
MARCH 2012 AND CREATED BY BBGI HOLDING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
VICTORIAN CORRECTIONAL INFRASTRUCTURE PARTERSHIP
PTY LIMITED OR THE COMPANY TO BOS INTERENATIONAL
(SECURITIES) PTY LTD (AS SECURITY TRUSTEE) 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 13 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES