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Particulars of a charge created by a company registered in Scotland

410

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

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985



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

For official use

Company number

112

SC291481

Name of company

* Addiewell Prison (Holdings) Limited (the "Company")

Date of creation of the charge (note 1)

20 JUNE 2006

Description of the instrument (if any) creating or evidencing the charge (note 1)

Assignment in Security (the "Assignment")

Amount secured by the charge

All moneys, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 2 of the Assignment being all moneys and all obligations and liabilities due at any time, owing or incurred by the Company and/or the Borrower to the Secured Creditors or any of them under or pursuant to the Senior Finance Documents when they become due for payment or discharge.

Please see Paper apart for definitions.

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland, 36 St Andrew Square, Edinburgh as Security Trustee for the Secured Creditors (the "Security Trustee")

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

McGrigors

Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ
0131 777 7000
EI838827

For official use (06/2005)
Charges Section

Post room



SCT ST8RG16 0876
COMPANIES HOUSE 28/06/06

Short particulars of all the property charged.

All the Company's rights, title and interest whatsoever, past, present or future, in, to and under (but none of the Company's obligations or liabilities under), the Charged Documents and the Related Rights.

Please do not
write in
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

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

Signed M. G. Hughes Date 23.6.06

On behalf of ~~XXXXXX~~ [chargee] †

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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 are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

Paper Apart to Form 410: Assignment in Security by Addiewell Prison (Holdings) Limited (SC291481) in favour of The Royal Bank of Scotland plc as Security Trustee

"Borrower" means means Addiewell Prison Limited, a company incorporated under the Companies Acts with registered number SC291454 and with registered office at 35 North Canal Bank Street, Glasgow G4 9XQ

"Credit Agreement" means the Credit Agreement dated on or about the same date as the Assignment made between the Borrower and The Royal Bank of Scotland plc, a company registered in Scotland with registered number SC90312 and having its registered office at 36 St Andrew Square, Edinburgh as arranger, agent, security trustee, account bank, hedging provider, term lender, equity bridge lender, change in law lender and the working capital lender, as from time to time amended, supplemented, novated, restated or replaced.

"Charged Documents" means:

- (a) each Project Document which is governed by Scots law and to which the Company is a party being the Shareholders Agreement as defined in the Credit Agreement;
- (b) the Equity Subscription Agreement; and
- (c) all other material agreements and documents executed from time to time pursuant to any Transaction Document to which the Company is a party or under which the Company has or at any time hereafter directly or indirectly acquires benefit, including the InterCompany Loan Agreement and Intercreditor Agreement as defined in the Credit Agreement and referred to in paras (c) and (i) of the definitions of **"Finance Documents"** below.

and **"Charged Document"** means any one of them.

"Finance Documents" means:

- (a) the Equity Subscription Agreement;
- (b) the Holdco Subordinated Loan Note Deed;
- (c) the Intercompany Loan Agreement;
- (d) any guarantee, surety or letter of credit issued in respect of the obligations of any party to any of the Equity Subscription Agreement, the Holdco Subordinated Loan Note Deed or the Intercompany Loan Agreement;
- (e) the Accounts Agreement;
- (f) the Direct Agreements;
- (g) each Fee Letter;
- (h) the Hedging Agreements;
- (i) the Intercreditor Agreement;
- (j) the Security Documents; and

- (k) the Credit Agreement,

each of (a) to (c) and (e) to (j) above as defined in the Credit Agreement.

"Project Documents" means:

- (a) the Project Agreement;
- (b) the Sub-contracts;
- (c) the Parent Company Guarantees;
- (d) the Interface Agreement;
- (e) the Collateral Warranty;
- (f) the Lease;
- (g) the Shareholders Agreement;
- (h) the Parallel Loan Agreements;
- (i) the Retention Bond;
- (j) the Performance Bond;
- (k) the Management Services Agreement;
- (l) the collateral warranty to be entered into between the Borrower and Ove Arup & Partners International Limited; and
- (m) any other document designated as a Project Document by the Agent (as defined in the Credit Agreement) by agreement with the Borrower,

each of (a) to (k) above as defined in the Credit Agreement.

"Related Rights" means all rights, remedies, benefits and entitlements now or at any time hereafter accrued or accruing to the Company in respect of and/or arising under the Charged Documents including, without limitation:

- (a) the right to payment of all monies due thereunder;
- (b) the proceeds of all payments thereunder and of all claims, awards, adjudications and judgments under or in respect thereof;
- (c) all claims for damages in respect of any breach thereof (other than a breach by the Company);
- (d) the benefit of all (if any) warranties and indemnities;
- (e) all (if any) rights of termination or rescission;
- (f) the right to require and enforce performance by the other party or parties of its or their obligations thereunder by way of adjudication, arbitration, proceedings or otherwise; and

- (g) the right to perform and fulfil the obligations on the Company's part thereunder.

"Secured Creditors" means any person who is party to the Credit Agreement from time to time other than the Borrower.

"Senior Finance Documents" means:

- (a) the Credit Agreement;
- (b) the Accounts Agreement;
- (c) the Direct Agreements;
- (d) each Fee Letter;
- (e) the Hedging Agreements;
- (f) the Intercreditor Agreement; and
- (g) the Security Documents,

each of (b) to (g) as defined in the Credit Agreement.

"Transaction Documents" means the Finance Documents and the Project Documents.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 291481

I hereby certify that a charge created by

ADDIEWELL PRISON (HOLDINGS) LTD

on 20 JUNE 2006

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,
on 23 JUNE 2006 given at Companies House, Edinburgh
27 JUNE 2006



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES