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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A/C. 00400024

395

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

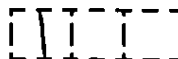
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6259258

Name of company

* Miller Consortium Leicester Limited (the Company)

Date of creation of the charge

19 December 2007

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

Debenture dated 19 December 2007 (**Debenture**) between the Company and Miller Consortium Leicester Limited (the **Security Trustee**)

Amount secured by the mortgage or charge

Secured Obligations All moneys and liabilities now or after the date of the Debenture due, owing or incurred by the Company to the Security Trustee in respect of the Loan Note Documents whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such moneys and liabilities and all costs, charges and expenses incurred by the Security Trustee, except for any obligations which, if it were included here, would result in a contravention of section 151 of the Companies Act 1985, or its equivalent in any other jurisdiction

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

Miller Corporate Holdings Limited, Miller House, 2 Lochside View, Edinburgh Park, Edinburgh Registered number SC288228

Postcode EH12 9DH

Presentor's name address and reference (if any)

Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



LTYGUVUB

LD7

27/12/2007

28

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Adelleshaw boddard

Date

27/12/07

On behalf of [company] ~~[mortgagee/chargee]~~†

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

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

1 Charging provisions

References to clauses below are references to clauses in the Debenture

1 1 General

All Security created by the Company under clauses 1 2 (First legal mortgages) to 1 5 (Floating charge) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Company in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee

1 2 First legal mortgages

The Company charges by way of first legal mortgage

- (a) the Properties,
- (b) all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Premises and Fixtures on such property for the time being

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1 3 Assignments

The Company assigns the Relevant Policies to which is a party The Company shall remain liable to perform all its obligations under the Relevant Policies

1 4 First fixed charges

The Company charges by first fixed charge other than specific assets effectively charged by way of legal mortgage or assigned under clause 2 2 (First legal mortgages) or clause 2 3 (Assignments)

- (a) all other interests and estate in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) all book and other debts due to the Company and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (g) all moneys from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person (each an **Account**),
- (h) all its Intellectual Property,
- (i) all its goodwill and uncalled capital,
- (j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (k) to the extent that any assignment in clause 2 3 (Assignments) is ineffective as an assignment, the assets referred to in that clause

1 5 Floating charge

The Company charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2 1 (General), 2 2 (First legal mortgages), 2 3 (Assignments) or 2 4 (First fixed charges)

1 6 Qualifying floating charge

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The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under the Debenture

1 7 Conversion of floating charge to a fixed charge

The Security Trustee may at any time by notice in writing to the Company convert the floating charge created under clause 2 5 (Floating charge) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) an Event of Default is continuing, or
- (b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1 8 Automatic conversion of floating charge to a fixed charge

If (unless the creation of such Security is permitted in writing by the Security Trustee)

- (a) the Company creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 2 8(c), over all of the Floating Charge Assets

1 9 Small company moratorium

Where the Company is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not cause the floating charge created by the Debenture to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Company

2 Continuing security

- 2 1 The Security constituted by the Debenture shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Company or any other person of the whole or any part of the Secured Obligations

2 2 Recourse

The Security constituted by the Debenture

- (a) is in addition to any other Security which the Security Trustee may hold at any time for the Secured

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Obligations (or any of them), and

(b) may be enforced without first having recourse to any other rights of the Security Trustee

3 Negative pledge

3 1 The Company shall not create or permit to subsist any Security over any of its assets without the prior written consent of the Security Trustee

3 2 The Company shall not

- (a) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (b) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (c) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

4 Restrictions on disposals

The Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

5 Further assurance

5 1 The Company shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s)

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or by law,
- (b) to confer on the Security Trustee Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Debenture

5 2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee by or pursuant to the Debenture

5 3 Any document required to be executed by the Company under the relevant provisions of the Debenture will be

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prepared at the cost of the Company

6 Assignment

The Security Trustee may assign or otherwise transfer all or any part of its rights under the Debenture or any Security created by or under it in accordance with the terms of the Loan Note Instrument

In these particulars the following definitions are used

Accounting Principles means generally accepted accounting principles in the United Kingdom

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Event of Default means any event or circumstance specified as an event of default under the Loan Note Instrument

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)
- (f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution
- (g) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply
- (h) any amount raised under any other transaction (including any forward sale or purchase agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing and

the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i)

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on the Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 1 5 (Floating charge)

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Insurance Policies means, in respect of the Company, all policies of insurance present and future in which it has an interest

Intellectual Property means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered and the benefit of all applications and rights to use such assets of each member of the Group

Loan Notes means the £3,618,126 00 secured loan notes due 2034 of the Company

Loan Note Documents means the Loan Notes and the Loan Note Instrument and any documents entered into pursuant to any of them and the Shareholder Loan Agreement

Loan Note Instrument means the instrument pursuant to which the Loan Notes are, or are to be, constituted

Premises means any building on a Secured Property

Properties means all Properties attached in schedule 1 of the Debenture There are no Properties listed

Relevant Policies means all Insurance Policies together with all moneys payable in respect of those policies

Related Rights means in respect of any Subsidiary Share

all moneys paid or payable in respect of that Subsidiary Share (whether as income, capital or otherwise)

all shares, investments or other assets derived from that Subsidiary Share and

all rights derived from or incidental to that Subsidiary Share

Secured Assets means, in respect of the Company, all of its assets and undertaking the subject of any Security created by or under the Debenture in favour of the Security Trustee

Secured Obligations means in respect of all moneys and liabilities now or after the date of the Debenture due, owing or incurred by the Company to the Security Trustee in respect of the Loan Note Documents whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such moneys and liabilities and all costs, charges and expenses incurred by the Security Trustee, except for any obligations which, if it were included here, would result in a contravention of section 151 of the Companies Act 1985, or its equivalent in any other jurisdiction

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to a Security created by or under the Debenture

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

Shareholder Loan Agreement means a shareholder loan agreement entered into on or about the date of the Debenture between the Company (as borrower) and GSL JV 2 Limited and Miller Corporate Holdings Limited (as Lenders)

Company number

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Subsidiary Shares means, in respect of the Company, all shares present and future held by it in its Subsidiaries

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06259258

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th DECEMBER 2007 AND CREATED BY MILLER CONSORTIUM LEICESTER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MILLER CORPORATE HOLDINGS LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2008

P. Cori



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES