

# M

COMPANIES FORM No 395

117512/13

## Particulars of a mortgage or charge

# 395

CHFP000

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

Please do not write in this margin

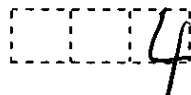
Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number



02984969

Name of Company

\*insert full name of company

Fazakerley Prison Services Limited (the "Company")

Date of creation of the charge

4 April 2007

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

Legal charge (the "Security Document") dated 4 April 2007 between the Company, GSL UK Limited ("GSL") and ABN AMRO Bank N V (the "Collateral Agent")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

ABN AMRO Bank N V

250 Bishopsgate

London

Postcode

EC2M 4AA

Presentor's name address and reference (if any)

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel 020 7456 2000

Ref

Time critical reference

For official Use  
Mortgage Section

Post room

WEDNESDAY



\*L8ZLCOT6\*

LD5

18/04/2007

310

COMPANIES HOUSE

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write  
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

Signed

H. J. Wleaver

Date 17 APRIL 2007

On behalf of the chargee

**Note**

<sup>†</sup> 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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, e.g. "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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

**Amount secured by the mortgage or charge**

The "**Secured Obligations**", which are defined in the Security Document as meaning all present or future, actual or contingent, obligations of the Company or GSL (whether entered into solely or jointly with one or more persons and whether as principal or as surety) to any of the Bank Secured Creditors under the Banks Financing Documents (which shall include, without limitation, any obligations of the Company or GSL which may from time to time arise by way of subrogation)

**Short particulars of all the property mortgaged or charged****1 Fixed Charges**

The Company and GSL, with full title guarantee and as security for the payment of all Secured Obligations, charges in favour of the Collateral Agent

**1.1 Real Property** for the payment and discharge of the Secured Obligations by way of first legal mortgage on the Additional Premises**1.2 Other Assets** assigns to the Collateral Agent, by way of security for the payment and discharge of the Secured Obligations all the Company's and GSL's right, title and interest in and to each of the following

- 1 2 1 any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to the Company or GSL in respect of the Additional Premises and all documents now or hereafter in existence necessary to enable the Collateral Agent to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Company or GSL under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Company or GSL thereunder) and all the Company's and GSL's rights or remedies now or hereafter in existence arising thereunder,
- 1 2 2 all tenant covenants, all landlord covenants and all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any leases or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any lease and of all guarantees or indemnities in any of the aforesaid,
- 1 2 3 all chattels now, or at any time hereafter, hired, leased or rented by the Company or GSL to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract, and
- 1 2 4 all present and future licences held in connection with the business carried on upon the Additional Premises or any part thereof, and
- 1 2 5 all rights to which each of the Company or GSL is now or may hereafter become entitled in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986

**1.3 Covenants for Title**

Subject to any security existing on 4 April 2007 and permitted pursuant to the Collateral Agency Agreement, each of the dispositions of property hereby effected by the Company or GSL pursuant to the Security Document is made with full title guarantee

**1.4 Exceptions to the Fixed Security**

The security created pursuant to the Security Document shall not extend to any asset situated outside England and Wales to the extent that and for so long as any such security created pursuant thereto would be unlawful under the laws of the jurisdiction in which such asset is situated

**1.5 Redemption of Security**

Upon proof being given to the Collateral Agent that the Bank Secured Creditors discharge date has occurred, the Collateral Agent shall at the request and cost of the Company or GSL, as applicable, promptly reassign the property and assets assigned to the Collateral Agent by or pursuant to the Charge and release or otherwise discharge the Security

**Short particulars of all the property mortgaged or charged****2 Perfection of Security and Further Assurance**

- 2.1** Each of the Company and GSL shall forthwith deliver to the Collateral Agent, or procure the delivery to the Collateral Agent of the notices of assignment in respect of the Assigned Contract in the form set out in Schedule 1 of the Security Document, duly executed by the Company and/or GSL, as applicable or on their behalf and acknowledged by the addressees respectively
- 2.2** The Collateral Agent undertakes to the Company and GSL that
- 2.2.1** if it gives any further notice or directions to the addressees of the notices of assignment, it will give the Company and GSL a copy of such further notice or directions, and
- 2.2.2** if it gives any notice of assignment (either on its own behalf or on behalf of the Company's or GSL) to any person owing any obligation under the Company's or GSL's claims, it will give the Company or GSL, as applicable, a copy of such notice of assignment
- 2.3** The Company or GSL shall immediately notify the Collateral Agent of any proposal, contract, conveyance, transfer or other disposition for the acquisition by the Company or GSL or any nominee on its behalf of any interest in the Additional Premises (other than as contemplated in the Banks Financing Documents)
- 2.4** Upon the execution of the Security Document and upon the acquisition by the Company or GSL of any interest in the Additional Premises, the Company or GSL, as applicable, shall deliver to the Collateral Agent (or procure delivery to the Collateral Agent of), and the Collateral Agent shall be entitled to hold and retain, all deeds and documents of title relating to the same
- 2.5 Property**
- 2.5.1** If title to the Charged Property is registered or required to be registered under the Land Registration Act 2002, the Company or GSL, as applicable shall upon the acquisition of any interest in the property
- 2.5.1.1** promptly apply to HM Land Registry for registration of such Charged Property (where the Company or GSL, as applicable, is not already so registered) and registration of the Company or GSL, as applicable, as proprietors of the Charged Property,
- 2.5.1.2** promptly apply to HM Land Registry to register the fixed charge created by the Security Document and notice of all other charges,
- 2.5.1.3** submit to HM Land Registry a duly completed Form RX1 requesting that a restriction be entered on the register of title to that Charged Property in respect of the charges created by the Security Document
- 2.5.1.4** promptly pay all appropriate registration fees to HM Land Registry, and
- 2.5.1.5** on completion of any such registration, supply to the Collateral Agent a certified copy of the relevant title information document issued by HM Land Registry. In the case of any other property in England and Wales, the Company or GSL shall apply to register the Charge at the Land Charges Registry if, for any reason, the title deeds and documents are not deposited with the Collateral Agent

**Short particulars of all the property mortgaged or charged**

2.5.2 Registered Land The Company or GSL, as applicable, shall apply to HM Land Registry for a restriction to be entered on the Register of the titles of the Charged Property as is now or hereafter registered under the Land Registration Act 2002 in the following form

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated \_\_\_\_\_ between Fazakerley Prison Services Limited, GSL UK Limited and ABN AMRO Bank N V as the Collateral Agent referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised officer”

- 2.6 The Company or GSL shall, if so reasonably requested by the Collateral Agent, affix to such items of the Charged Property as the Collateral Agent shall in each case reasonably stipulate notice of the Security in such form as the Collateral Agent shall reasonably require
- 2.7 The Company or GSL shall from time to time, at the reasonable request of the Collateral Agent, do any act or execute in favour of the Collateral Agent or as it may reasonably direct such further or other legal or other assignments, transfers, mortgages, charges or securities as in each case the Collateral Agent shall reasonably stipulate, in such form as the Collateral Agent may reasonably require, for the improvement or perfection of the security intended to be conferred on the Collateral Agent by or pursuant to the Security Document including any act or any document which may be required or desirable under the laws of any jurisdiction in which any property and assets may be located in order to confer on the Collateral Agent security over such property and assets equivalent or similar to the security intended to be conferred by or pursuant to the Security Document or to facilitate the realisation thereof or the exercise of any and all powers, authorities and discretions intended to be vested in the Collateral Agent or any receiver by or pursuant to the Security Document
- 2.8 The Company or GSL shall take all such action as is reasonably available to it or as the Collateral Agent may reasonably request
- 2.8.1 to perfect, protect and maintain the security intended to be conferred on the Collateral Agent by or pursuant to the Security Document, and
- 2.8.2 to make all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection, protection or maintenance of any security which it may, or may be required to, create in connection herewith
- 2.9 The Company or GSL shall obtain all consents, authorisations, approvals, licences or waivers necessary for the Company or GSL, as applicable, to create security over the Charged Property
- 2.10 The obligations of the Company and GSL under Clause 5 of the Security Document shall be in addition to and not in substitution for the covenants for title deemed to be included in the Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

**3 Negative Pledge**

- 3.1 Each of the Borrower and GSL hereby undertakes that at no time during the subsistence of the Security will the Borrower and GSL otherwise than
- 3.1.1 in the Collateral Agent favour, or

**Short particulars of all the property mortgaged or charged**

- 3.1.2 with the Collateral Agent prior written consent, create, or permit to subsist any encumbrance on or over all or any of the Charged Property
- 3.2 Each of the Borrower and GSL hereby undertakes, but subject to Clauses 6.3 of the Security Document and the provisions of each of the Banks Financing Documents, that at no time during the subsistence of the Security will the Borrower and GSL, except with the prior written consent of the Collateral Agent:
- 3.2.1 execute or agree to execute any conveyance, transfer, lease or assignment of all or any part of the Additional Premises, or
  - 3.2.2 dispose or agree to dispose of, or create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, all or any part of the Charged Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, or underletting in relation to any lease to which any of the Charged Property may from time to time be subject and the Borrower or GSL will procure that no person shall become entitled to assert any proprietary interest or right over, or which may affect the value of, any of the Charged Property, or
  - 3.2.3 allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property, or
  - 3.2.4 vary, release or waive any obligations by a third party in any of the Project Documents
- 3.3 None of the prohibitions in Clause 6 of the Security Document shall be construed as limiting any powers exercisable by any receiver appointed by the Collateral Agent under or pursuant to the Security Document

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

**"Additional Premises"** means the areas of land shown coloured yellow and which fall outside of the extent of land shown edged blue on the Plan together with the areas of land shown coloured yellow hatched brown on the Plan

**"Account Bank"** means ABN AMRO Bank N V in its capacity as holder of the Project Accounts, and/or such other banks as may be appointed additional or substitute holders of any Project Accounts

**"Account Bank Agreement"** means the agreement dated 30 November 1999 between the Company, the Account Bank and the Facility Agent in relation to the establishment and operation of the Project Accounts together with any standard account operating terms, fee letters or communications indemnities agreed between the Company and the Account Bank relating thereto

**"Assets"** means all or any part of a Person's business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital

**"Authority"** means Her Majesty's Secretary of State for the Home Department

**"Authority Direct Agreement"** means the direct agreement dated 20 December 1995 between the Company, the Facility Agent, the Collateral Agent, and the Authority in respect of the DCMF Contract and the Lease

**"Banks"** means the respective finance parties in respect of the Facility Agreement and includes the Working Capital Banks, any New Bank and their respective successors and permitted assigns but not including any Bank in its capacity as a Hedging Counterparty

**"Banks Financing Documents"** means

**Short particulars of all the property mortgaged or charged**

(a)

- (i) the Facility Agreement
- (ii) the Original Hedging Agreements and any other hedging agreement effected pursuant to the approved hedging programme
- (iii) the Security Documents
- (iv) the Direct Agreements
- (v) the Account Bank Agreement
- (vi) the notices of charge (other than such notices which are contemplated to be given pursuant to the Facility Agreement or a Direct Agreement) given pursuant to and as contemplated by the Debentures and the acknowledgements thereto, and
- (vii) the Fee Letters

(b) all agreements and other documents executed from time to time pursuant to any of the foregoing to which the Facility Agent and/or the Collateral Agent and/or any other Bank Secured Creditor is a party and any present or future document confirming or evidencing any Security or Guarantee for, or in relation to, the Company's obligations under any other Banks Financing Document

**"Bank Secured Creditors"** means the Collateral Agent, the Facility Agent, the Banks and any Hedging Counterparty and includes every permitted assignee, permitted transferee or successor of any of the foregoing

**"Borrowers Group"** means the Company, G4C and their respective Subsidiaries from time to time

**"The Charge"** means the charge contained in the Security Document

**"Charged Property"** means the Additional Premises

**"Collateral Agency Agreement"** means the collateral deed of 20 December 1995 (as amended from time to time) made by the Collateral Agent

**"Collateral Warranty Agreement"** means the Agreement dated 20 December 1995 entered into between the Constructor, the Company, and the Authority

**"Company's Debenture"** means the debenture dated 20 December 1995 given by the Company to the Collateral Agent in its capacity as trustee for the Bank Secured Creditors creating security over certain of its Assets

**"Constructor"** means Carillion Construction Limited (formerly Tarmac Construction Limited) or any of its successors or permitted assigns

**"Construction Sub-Contractor"** means Tarmac Construction Limited or such other construction sub-contractor appointed by the Company to execute the Works

**"DCC Direct Agreement"** means the Direct Agreement dated 20 december 1995 between the Company, the Facility Agent, the Collateral Agent, the Constructor and Tarmac Holdings plc (formerly Tarmac PLC) in respect of the Design and Construct Contract as subsequently amended by the Deed of Release and Novation



**Short particulars of all the property mortgaged or charged**

**"DCC Guarantee"** means the guarantee dated 20 December 1995 given by Tarmac Holdings plc (formerly Tarmac PLC) to the Company in respect of the Design and Construct Contract as subsequently amended by the Deed of Release and Novation

**"DCMF Contract"** means the agreement dated 20 December 1995 between the Company and the Authority for the design, construction, management and financing of the Prison at Fazakerley, Merseyside

**"Debentures"** means the Company's Debenture and the G4C Debenture

**"Deed of Release and Novation"** means the deed executed on 30 November 1999 releasing Tarmac Holdings plc (formerly Tarmac PLC) from certain obligations and appointing Carillion plc in its place

**"Deed of Surrender and Supplemental Lease"** means the deed of surrender and supplemental lease as between GSL, the Company, the Authority, Liverpool City Council, and ABN AMRO Bank N V dated 4 April 2007

**"Design and Construct Contract"** means the agreement dated 20 December 1995 between the Company and the Constructor relating to the design, construction and commissioning of the Prison by the Constructor as amended by the deed of variation between the Company and the Constructor dated 31 October 1999 and further amended on 30 November 1999

**"Direct Agreements"** means

- (a) the DCC Direct Agreement
- (c) the OA Direct Agreement, and
- (d) the Authority Direct Agreement

**"Facility Agent"** means ABN AMRO Bank N V in its capacity as agent for the Banks and its assigns in that capacity and/or any successor

**"Facility Agreement"** means the facility agreement of £92,500,000 between the Company, G4C, and the Collateral Agent, *inter alios*, dated 20 December 1995 as amended from time to time

**"Fee Letters"** means

- (a) the letter from the Company to the Facility Agent sent on 30 November 1999 stating that the Company must pay a front-end fee to ABN AMRO Bank N V in its capacity as arranger
- (b) the letter from the Company to the Facility Agent sent on 30 November 1999 stating that the Company must pay an agency fee to ABN AMRO Bank N V in its capacity as Facility Agent

**"Fixed Charge"** means the charge dated 20 December 1995 given by the Company to the Authority in respect of certain property

**"G4C"** means Group 4 Carillion (Fazakerley) Limited (formerly Group 4 Tarmac (Fazakerley) Limited)

**"G4C Debenture"** means the debenture dated 20 December 1995 given by G4C to the Collateral Agent in its capacity as trustee for the Bank Secured Creditors creating security over all its Assets

**"Hedging Counterparty"** means ABN AMRO Bank N V in its capacity as a hedging counterparty or any other bank with whom the Company has entered into a hedging agreement pursuant to the approved hedging programme and, in either case, their permitted successors and assigns

**Short particulars of all the property mortgaged or charged**

**"Land"** means all the land that is edged in red (for the purposes of identification only) on the Ordnance Survey Map at appendix AX1 attached to the Authority Direct Agreement

**"Landscaping Agreement"** means the agreement dated 20 December between the Company and the Constructor in connection with certain landscaping works

**"Lease"** means the Underlease of the Site dated 20 December 1995 and made between the Authority, the Company and the Operating Sub-Contractor

**"New Bank"** means a Bank or institution (which may or may not already be a Bank) to which a Bank seeks to novate all or part of its rights and/or obligations

**"OA Direct Agreement"** means the direct agreement dated 20 December 1995 between the Company, the Facility Agent, the Collateral Agent, GSL and Group 4 Securitas N V in respect of the Operation Agreement as amended on 30 November 1999

**"OA Guarantee"** means the guarantee dated 20 December 1995 given by Group 4 Securitas N V to the Company in respect of the Operation Agreement

**"Operating Sub-Contractor"** means Group 4 Prison Services Limited, or such other Sub-Contractor appointed by the Company to perform their obligations

**"Operation Agreement"** means the agreement dated 20 December 1995 between the Company, GSL and the Constructor in connection with the Project as amended on 30 November 1999

**"Original Hedging Agreements"** means those hedging agreements comprising the ISDA master agreements dated 20 December 1995 between the Company and each of (i) Bank of American National Trust and Savings Association and (ii) ABN AMRO Bank N V and the confirmations thereunder as amended and restated by the confirmations dated 30 November 1999

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust state or agency of a state (in each case whether or not being separate legal personality)

**"Plan"** means the plan annexed to the Deed of Surrender and Supplemental Lease

**"Prison"** means the buildings and structures together with any associated works, facilities and installations to be constructed pursuant to the DCMF Contract

**"Project"** means the design, construction, commissioning, maintenance, operation and/or financing of the Prison and activities ancillary or related thereto pursuant to the DCMF Contract

**"Project Accounts"** means

- (a) an operating account
- (b) a maintenance reserve account
- (c) an insurance proceeds account
- (d) a debt service reserve account, and
- (e) a tax reserve account

**"Project Documents"** means

- (a)
  - (i) the DCMF Contract

**Short particulars of all the property mortgaged or charged**

- (ii) the Lease
  - (iii) the Design and Construct Contract
  - (iv) the Operation Agreement
  - (v) the Project Guarantees
  - (vi) the Shareholder Agreement
  - (vii) the Subordinated Loan Stock Instrument
  - (viii) the Memorandum and Articles of Association of the Company
  - (ix) the Sponsor Support Agreement
  - (x) the Collateral Warranty Agreement
  - (xi) the Fixed Charge
  - (xii) the Landscaping Agreement and
  - (xiii) the Deed of Release and Novation
- (b) all agreements or instruments entered into in connection with or pursuant to any of the foregoing or affecting in any material respect the interests of the Banks under the Banks Financing Documents to which any member of the Borrowers Group is or hereafter becomes a party or under which any such member has or at any time hereafter directly or indirectly acquires benefits

**"Project Guarantees"** means the DCC Guarantee and the OA Guarantee

**"Security"** means the security from time to time constituted by or pursuant to the Security Document

**"Security Documents"** means

- (a)
  - (i) the Debentures
  - (ii) the Collateral Warranty Agreement
- (b) all agreements and other documents executed from time to time pursuant to any of the foregoing

**"Shareholder"** means either of Group 4 Securitas (International) B V or Carillion Private Finance Limited (formerly Tarmac (PFI) Limited) or such other shareholders of G4C from time to time and

**"Shareholders"** means any of them

**"Shareholder Agreement"** means the agreement so entitled dated 20 December 1995 between the Company, G4C and the Shareholders (as amended to include Prison and Court Services Limited) as amended on 30 November 1999

**"Site"** means all the Land together with any buildings or structures and parts of buildings or structures and each and any of their component parts, whether temporary or permanent, which may exist thereupon from time to time

**"Sponsor"** means either of (a) until 30 November 1999, Tarmac PLC and thereafter Carillion plc, or (b) Group 4 Securitas N V and **"Sponsors"** means any of them

**Short particulars of all the property mortgaged or charged**

**"Sponsor Support Agreement"** means the agreement dated 20 December 1995 as amended on 30 November 1999 between the Company, G4C, the Shareholders, the Sponsors, the Facility Agent and the Collateral Agent whereby the Shareholders and the Sponsors undertake to the Facility Agent and the Collateral Agent to support the Company, G4C and the Project on the terms set out therein

**"Sub-Contractor"** means the Construction Sub-Contractor, the Operating Sub-Contractor or any person who has contracted with the Company for the performance of any of the obligations of the Company under the Authority Direct Agreement and has been approved by the Authority

**"Subordinated Debt"** means indebtedness of the Company as contemplated by the Sponsor Support Agreement and/or provided pursuant to the subordinated Loan Stock Instruments

**"Subordinated Loan Stock Instrument"** means the instrument constituting the zero coupon perpetual subordinated loan stock of the Company executed on 20 December 1995 and any other instrument entered into to create any other Subordinated Debt

**"Subsidiary"** means a subsidiary as defined in s 736 of the Companies Act 1985 as amended by the Companies Act 1989

**"Working Capital Banks"** means ABN AMRO Bank N V

**"Works"** means all the works which the Company is required to carry out under Schedule A of the Authority Direct Agreement

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02984969

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 4th APRIL 2007 AND CREATED BY FAZAKERLEY PRISON SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR GSL UK LIMITED TO ANY OF THE BANK SECURED CREDITORS 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 18th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th APRIL 2007



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES