

Short particulars of all the property mortgaged or charged

1. PLEDGE AND CHARGE

- 1 1 By way of security for (i) the due and punctual payment, discharge and satisfaction of the Secured Obligations and (ii) the due and punctual observance of all the terms, covenants and conditions of the Pledge to be observed by the Company the Company:
- (a) pledged and charged as first priority security, and agreed to pledge and charge to the Security Trustee the Share Certificate; and
 - (b) mortgaged and charged to the Security Trustee by way of equitable mortgage, assign, transfer, deposit with first priority all its right, title, interest and benefit, present and future, actual or contingent, related to, or accruing in respect of, the Charged Assets including to the generality of the foregoing, all voting and other powers relating or pertaining to the Charged Assets pursuant to the terms and conditions of the Pledge

Continued at Add 4/4

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

Signed DA Rpe UK UP

Date 11 August 2008

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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

† delete as appropriate

Notes

- 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
of Company

* Giant Topco Limited (the "Company")

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 descriptions 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 2 The Security Interest created by the Pledge shall be held by the Security Trustee as a continuing security for the due and punctual payment, discharge and satisfaction of the Secured Obligations
- 1 3 The Security Interest created by the Pledge shall be collateral and additional to every other security intended to be constituted under the Pledge which otherwise secures all or any part of the Secured Obligations to which the Company is a party

2. NEGATIVE PLEDGE

The Company shall not, during the Security Period, sell, transfer or otherwise dispose of, or create or suffer, the creation of any Encumbrance, option or right of pre-emption on or in respect of the whole or any part of the Charged Assets or any interest therein or attempt or agree to so dispose or create in favour of any person except for a Permitted Security or Permitted Disposal or without the prior written consent of the Security Trustee (which shall not be unreasonably withheld or delayed)

3. POWER OF ATTORNEY

The Company irrevocably appoints the Security Trustee (or any other person which at any time may be nominated by the Security Trustee) by way of security as its true and lawful attorney with full power to act alone and with full power of substitution, at any time on and after occurrence of an Event of Default that is continuing, until due discharge of the Secured Obligations, for the purpose of doing in its name and following enforcement of the Pledge any and all acts whatsoever which the Company itself could do in connection with the Charged Assets including appointing any brokers for the purpose of selling or otherwise disposing the Charged Assets, the execution of all necessary instruments of conveyance, assignment and transfer, the demanding, collecting, receiving, compromising and securing for, so far as may be permitted by

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Name of company

*insert full name
of Company

* Giant Topco Limited (the "Company")

law, all claims, rights and interests whatsoever and howsoever related to the Charged Assets, the Company hereby ratifying and confirming all that its said attorney shall lawfully do by virtue of the Pledge.

GIANT TOPCO LIMITED ("COMPANY")

Annexure 1 to form M395

DEFINITIONS

"Charged Assets" means all or any of

- (a) the Shares,
- (b) the Related Assets,

"Encumbrances" means any mortgage, lien, charge, assignment whether absolute or by way of security, hypothecation, security interest, any preferential right or trust arrangement or other agreement or arrangement the effect of which is the creation of security and any other encumbrance or security arrangement of any kind,

"Event of Default" has the meaning given to it in the Senior Facilities Agreement,

"Finance Documents" has the meaning given to it in the Intercreditor Deed,

"Intercreditor Deed" means an intercreditor deed originally dated 17 December 2004 made between, inter alia, (i) The Governor and Company of the Bank of Scotland as Senior Agent and Security Trustee, (ii) The Governor and Company of the Bank of Scotland and Kaupthing Bank HF, as joint Mandated Lead Senior Arrangers, (iii) the Mezzanine Agent and Lenders named therein, (iv) the Investor Creditors named therein and (v) the Original Obligors, the Intra-Group Creditors and the Intra-Group Debtors named therein, as amended, restated and supplemented from time to time,

"Permitted Security" or **"Permitted Disposal"** has the meaning given to it in the Senior Facilities Agreement,

"Relates Assets" means, in relation to any Share, all present and future

- (a) dividends, interest and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) rights, benefits, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option, preference or otherwise in respect of or derived from any Share,

- (c) allotments, offers and rights accruing or offered in respect of that Share, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

"Security Beneficiaries" has the meaning given to it in the Intercreditor Deed,

"Security Interest" means any security interest of any kind whatsoever whether actual or contingent,

"Security Period" means the period commencing on the date hereof and terminating on the date on which

- (e) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (f) no Security Beneficiary has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"Senior Facilities Agreement" means the facilities agreement originally dated 17 December 2004 and made between (i) the Parent (as defined therein), (ii) the Intermediate Parent (as defined therein), (iii) the Original Borrower (as defined therein), (iv) the Original Guarantors (as defined therein), (v) the Governor and Company of the Bank of Scotland and KaupthingBank HF as Joint Mandated Arrangers, (vi) the Original Lenders (as defined therein), (vii) the LNG Bank, (viii) the Agent (as defined therein) and (ix) the Security Trustee, as amended, restated and supplemented,

"Share Certificate" means the share certificate number 3 issued by Saneyia Limited to the Company in respect of 4,999 ordinary shares of €1 each and any substitute share certificates,

"Shares" means

- (a) the 1 ordinary share of nominal value of €1 each in the share capital of Booker Cyprus Limited issued to the Company and represented by the Share Certificate and any further shares issued from time to time by Booker Cyprus Limited to the Company, and
- (b) all other shares in the capital of Saneyia Limited now or in the future owned by the Security Trustee or (to the extent of its interest) in which it now or in the future has an interest



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5137980
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF PLEDGE OF SHARE
CERTIFICATES DATED 28 JULY 2008 AND CREATED BY GIANT
TOPCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE SECURITY
TRUSTEE AND/OR THE SECURITY BENEFICIARIES (OR ANY OF
THEM) 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 12
AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2008



Companies House
— for the record —

P. Angel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES