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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

03769030

Name of company

*Goldman Sachs Group Holdings (U K)(the *Pledgor*)

Date of creation of the charge

29 May 2007

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

A pledge agreement made between the Pledgor and the Pledgee (the *Pledge Agreement*)

Amount secured by the mortgage or charge

The obligations and liabilities of each of Scadbury, GS Leasing and GSEFI under the Loan Agreements (the *Secured Obligations*)

For terms not otherwise defined in this form 395, please see the definitions in the attached Appendix I

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

Goldman Sachs International (the *Pledgee*)
Peterborough Court, 133 Fleet Street, London

Postcode EC4A 2BB

Presenter's name, address and
reference (if any)

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY LANE
MBC/SR

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

MONDAY



LD2 11/06/2007 499
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 PLEDGE (the *Pledge*)

The Pledgor pledges, by way of first fixed charge, with full title guarantee to the Pledgee, all of its right, title and interest in and to the pledged sum contained in the Brokerage Account as security for the Secured Obligations (the *Pledged Property*)

2 NO OTHER SECURITY INTERESTS OR DISPOSALS

The Pledgor covenants with the Pledgee that the Pledgor shall not at any time during the subsistence of the Pledge, except with the prior written consent of the Pledgee

(a) create or purport to create or permit to subsist any Security Interest on or in relation to the Pledged Property (other than the Pledge) securing any obligation of any person whether ranking prior to, pari passu with or behind the security contained in the Pledge, or

(b) sell, assign, transfer, lend or otherwise dispose or attempt to agree to so dispose of any or all of the Pledged Property, or

(c) permit any person other than the Pledgor to be registered as or become the holder of the Pledged Property

For terms not otherwise defined in this form 395, please see the definitions in the attached Appendix 1

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

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Signed Trushfield Bruckhaus Dierdorf Date 8 June 2007

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

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 are to be made payable to Companies House
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

Form 395 Continuation Sheet

Charge created by Goldman Sachs Group Holdings (U K)
Evidenced by a Pledge Agreement dated 29 May 2007

Appendix 1

Definitions

In this Form 395

Brokerage Account means the deposit account opened by the Pledgor prior to 29 May 2007 in its name with the Brokerage Account Bank

Brokerage Account Bank means the Pledgee

GSEFI means GS Equipment Finance I Limited, an exempted company incorporated under the laws of the Cayman Islands with registered number 168622, whose registered office is at P O Box 309GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands

GS Leasing means the partnership existing under English law having its principal place of business at Peterborough Court, 133 Fleet Street, London EC4A 2BB

Loan Agreements means each of the following loan agreements

- (a) the loan agreement made between Scadbury and the Pledgee dated 30 May 2007,
- (b) the loan agreement made between Scadbury and the Pledgee dated 29 May 2007,
- (c) the loan agreement made between GS Leasing and the Pledgee dated 30 May 2007, and
- (d) the loan agreement made between GSEFI and the Pledgee dated 30 May 2007

Pledgee means Goldman Sachs International, a private unlimited company incorporated under the laws of England and Wales with registered number 02263951, whose registered office is at Peterborough Court, 133 Fleet Street, London EC4A 2BB

Pledgor means Goldman Sachs Group Holdings (U K), a company incorporated under the laws of England and Wales with registered number 03769030 whose registered office is at Peterborough Court, 133 Fleet Street, London EC4A 2BB

Scadbury means Scadbury UK Limited, a limited liability company incorporated under the laws of England and Wales whose registered office is at Peterborough Court, 133 Fleet Street, London EC4A 2BB

Security Interest means any mortgage, charge, pledge, lien, right of set-off, assignment by way of security, retention of title of any security interest whatsoever howsoever arising

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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 03769030

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 29th MAY 2007 AND CREATED BY GOLDMAN SACHS GROUP HOLDINGS (U.K.) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM SCADBURY UK LIMITED, GS LEASING AND GSEF1 TO GOLDMAN SACHS INTERNATIONAL 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 11th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JUNE 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —