

# M

COMPANIES FORM No. 395

# 395

129014/13

CHWP000

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering

## 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

3

05253138

Name of company

\* insert full name  
of Company

\* Yellow Acquisitions Ltd (the "Chargor")

Date of creation of the charge

10 September, 2009

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

Please see continuation sheet number 1, page 1

Amount secured by the mortgage or charge

Please see continuation sheet number 1, page 2

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

Please see continuation sheet number 1, page 3

Postcode

Presenter's name address and  
reference (if any):Linklaters LLP, One  
Silk Street, London  
EC2Y 8HQ  
Attn: Bilimoria/Shamieva

Time critical reference

For official Use (02/06)

Mortgage Section

TUESDAY



\*L0PE4DHM\*

LD2

22/09/2009

174

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheet number 1, page 4

All capitalised terms used in this Form 395 shall have the meaning given to them in continuation sheet number 1, unless defined elsewhere in this Form 395

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
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bold block lettering*

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed *Sullivan & Gemmell LLP*

Date *10.09.09*

On behalf of [company]{mortgagee/chargee}†

† 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CHWP000

Please do not  
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binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge  
(continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

05253138

Name of company

Yellow Acquisitions Ltd

XXXXX

\* delete if  
inappropriate

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

Account charge, dated 10 September, 2009, by and among the Chargor and The Norinchukin Trust and Banking Co., Ltd. (in its capacity as Tranche A Lender, Tranche B Lender, Tranche C Lender, Tranche D Lender and Tranche E Lender) (the "Account Charge").

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

Please do not  
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The payment and discharge of the Outstanding Indebtedness.

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

The Norinchukin Trust and Banking Co., Ltd. as lender of Tranche A Loan (the "Tranche A Lender")  
1-1-12, Uchikanda  
Chiyoda-ku  
Tokyo 101-0047  
Japan;

The Norinchukin Trust and Banking Co., Ltd. as lender of Tranche B Loan (the "Tranche B Lender")  
1-1-12, Uchikanda  
Chiyoda-ku  
Tokyo 101-0047  
Japan;

The Norinchukin Trust and Banking Co., Ltd. as lender of Tranche C Loan (the "Tranche C Lender")  
1-1-12, Uchikanda  
Chiyoda-ku  
Tokyo 101-0047  
Japan;

The Norinchukin Trust and Banking Co., Ltd. as lender of Tranche D Loan (the "Tranche D Lender")  
1-1-12, Uchikanda  
Chiyoda-ku  
Tokyo 101-0047  
Japan; and

The Norinchukin Trust and Banking Co., Ltd. as lender of Tranche E Loan (the "Tranche E Lender")  
1-1-12, Uchikanda  
Chiyoda-ku  
Tokyo 101-0047  
Japan,

(the Tranche A Lender, the Tranche B Lender, the Tranche C Lender, the Tranche D Lender and the Tranche E Lender, together, the "Bank").

The Chargor with full title guarantee to the fullest extent possible by law charges, and agrees to charge, by way of floating charge, to the Bank as a continuing security for the payment and discharge of the Outstanding Indebtedness all its rights, title and interest present and future, in and to the Charged Moneys and the Charged Accounts together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto. The Charged Moneys and the Charged Accounts and the interest of the Chargor therein shall not be assignable or transferable in any manner whatsoever, otherwise than to the Bank pursuant to clause 2.1 of the Account Charge. The Chargor covenants with the Bank that throughout the period commencing on the date of the Account Charge and terminating upon the payment of all Outstanding Indebtedness secured thereby the Chargor will (save as contemplated and permitted by Section 2.1 (Borrower Accounts) of the A&R Loan Agreement and the Account Charge) not without the prior written consent of the Bank make any withdrawal from the Charged Accounts and neither sell, assign, discount, pledge, charge or otherwise dispose of, or deal with or grant or permit third party rights to arise over, the Charged Accounts or the Charged Moneys or any part thereof nor attempt or agree or purport so to do.

*Please complete  
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#### Definitions

"Account Bank" means Citibank N.A. London Branch (registered as a branch in the United Kingdom at Citigroup Centre, 33 Canada Square, London, E14 5LB, United Kingdom) and includes its successors;

"A&R Loan Agreement" means the second amended and restated loan agreement, dated 10 September, 2009, by and among GS European Opportunities Fund B.V., each of the Borrowers, the Bank and Goldman Sachs Realty Japan Ltd.;

"Bank" includes each of the successors in title and assignees of the Bank, as permitted under the A&R Loan Agreement;

"Borrower Account" means one or more accounts opened in the name of the relevant Borrower and pledged in favour of the Bank;

"Borrowers" means the Chargor, GS European Strategic Investment Group B.V. and PMF-2, Ltd and includes each of their successors in title;

"Charged Accounts" means the Existing Accounts and the Future Accounts (if any);

"Charged Moneys" means all moneys from time to time credited to, and for the time being standing to the credit of, the Charged Accounts and all interest and other amounts from time to time payable in respect of, or accruing to, the Charged Accounts;

"Existing Accounts" means each of the accounts opened in the name of the Chargor with the Account Bank and described in the table below, including in each case any sub accounts thereof:

Type of Account	Designation	Currency	Number
Borrower Account	Remittance	Euro	0011238523
Interest Reserve Account	Interest	Euro	0011238531

"Expenses" means the aggregate, payable in Pounds Sterling, at any relevant time to the extent that the same have not been received or recovered by the Bank of (i) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including without limitation taxes and registration fees) suffered, incurred or paid by the Bank in connection with the exercise of the powers referred to in or granted by the Account Charge or otherwise payable by the Chargor in accordance with clause 9 of the Account Charge, and (ii) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same were suffered, incurred or paid by the Bank until the date of receipt or recovery thereof (whether before or after judgment) at a rate per annum equal to LIBOR plus two per cent (2%);

"Future Accounts" means each additional Borrower Account (if any) opened in the name of the Chargor with the Account Bank, as listed from time to time on Exhibit A to the Account Charge, including any sub accounts thereof;

"Loan" means the aggregate principal amount borrowed by the Borrowers under the A&R Loan Agreement, as consolidated and separated into five separate tranches, the tranche A loan ("Tranche A Loan"), the tranche B loan ("Tranche B Loan"), the tranche C loan ("Tranche C Loan"), the tranche D loan ("Tranche D Loan") and the tranche E loan ("Tranche E Loan"); and

"Outstanding Indebtedness" means the outstanding Loan, all interest accrued and accruing thereon, and the Expenses.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5253138  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 10  
SEPTEMBER 2009 AND CREATED BY YELLOW ACQUISITIONS  
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO THE NORINCHUKIN TRUST AND  
BANKING CI.,LTD 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 22  
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER  
2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES