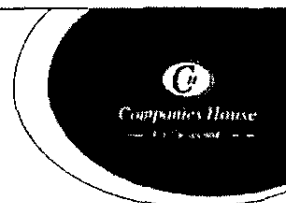


MG01

Particulars of a mortgage or charge



038026/52

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ What this form is NO

You cannot use this for
particulars of a charge
company To do this, pl
form MG01s

MONDAY



LD4 *L15ZFYA*
02/04/2012 #31
COMPANIES HOUSE

1 Company details

Company number 0 5 6 5 9 5 7 8

Company name in full Kypns Acquisitions Ltd (the "Chargor")

→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 2 7 0 3 2 0 1 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

The deed of charge (the "Deed of Charge") dated 27 March 2012 and entered into between the
Chargor and the Norinchukin Bank (the "Lender")

Please refer to Part 3 of the attached continuation sheets headed "Short particulars of all property
mortgaged or charged" for definitions

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

As at the date of the Deed of Charge and subsequently, any actual
and contingent obligations which are or become due from or owing or
incurred by any of the Borrowers to the Lender under the Loan
Documents and/or any Receiver (including, without limitation, under
any amendments, supplements or restatements of any of the Loan
Documents or in relation to any new or increased advances or
utilisations thereunder or any extension of any date for payment or
repayment thereunder), and whether obligations or liabilities originally
owed to the Lender and/or any Receiver or any other person or
persons, matured or not matured, liquidated or unliquidated, whether
incurred solely or jointly and/or severally and whether as principal or
surety or in any other capacity whatsoever, in any currency or
currencies, including all interest accruing thereon (calculated in
accordance with Clause 2.2 (Interest) of the Deed of Charge), after as
well as before judgment (the "Secured Obligations")

Continuation page
Please use a continuation page if
you need to enter more details.

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

The Nonnchukin Bank as the Lender

Address

1-13-2 Yurakucho, Chiyoda-ku, Tokyo

Japan

Postcode

1 0 0 8 4 2 0

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details.

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please refer to the attached continuation sheets headed "Short particulars of all property mortgaged or charged"

Continuation page

Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Heema + Sterling LP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Daniel England

Company name Shearman & Sterling (London) LLP

Address Broadgate West

9 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 A P

Country UK

DX

Telephone 020 7655 5624



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p style="text-align: center;">PART 1</p> <p style="text-align: center;"><u>Short particulars of all the property mortgaged or charged</u></p> <p>Pursuant to Clause 3 2 of the Deed of Charge (<i>Floating Charge</i>), the Chargor charged with full title guarantee in favour of the Lender, as security for the payment and discharge of the Secured Obligations and the Chargor's obligations under the Deed of Charge, by way of first floating charge, both at the date of the Deed of Charge and subsequently, all of its undertaking, property, assets and rights including any asset comprised within a charge which is reconverted under Clause 3 6 of the Deed of Charge (<i>Reconversion</i>) which is summarised in Part 2 (<i>Covenants and Restrictions</i>) below</p> <p>Pursuant to Clause 3 4 of the Deed of Charge (<i>Conversion of floating charge</i>)</p> <p>(a) Notwithstanding anything express or implied in the Deed of Charge, the Lender may at any time following the occurrence and during the continuance of an Event of Default or at any time when any event referred to in paragraph (b) below is outstanding, by notice in writing to the Chargor, convert the floating charge created by Clause 3 2 of the Deed of Charge (<i>Floating Charge</i>) with immediate effect into a fixed charge as regards any assets specified in such notice</p> <p>(b) The floating charge created by the Chargor pursuant to Clause 3 2 of the Deed of Charge (<i>Floating charge</i>) will (in addition to the circumstances in which the same will occur under general law) automatically be converted with immediate effect and without notice into a fixed charge as regards all the Charged Property subject to the floating charge but subject to Clause 3 5 of the Deed of Charge (<i>Moratorium</i>)</p> <p>(i) on the convening of any meeting of the members of the Chargor for the purposes of considering any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction,</p> <p>(ii) on the commencement of any legal proceedings (or their renewal after a stay) by the Chargor or any of its directors or shareholders or any other person for its winding-up, dissolution, provisional liquidation or administration (or any order having the same or similar effect) in relation to it,</p> <p>(iii) on the making of an order by a competent court or the presentation of a petition or making of an application or the passing of a resolution for the winding-up, dissolution, provisional liquidation, administration, compromise, arrangement or reconstruction of the Chargor or the appointment of any Receiver, Administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues or the giving of notice of intention to appoint an administrator pursuant to paragraph 15 or 26 of Schedule B1 of the Insolvency Act 1986, or</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iv) if any person presents or makes an application for a writ of execution, writ of <i>fiert facias</i>, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the Charged Property charged by way of the floating charge, or the Chargor creates or attempts to create any security interest or trust over any of the Charged Property secured by the floating charge created by Clause 3 (<i>Floating Charge</i>) of the Deed of Charge in favour of any person other than the Lender;</p> <p>except for the purpose of a solvent reconstruction or amalgamation previously approved by the Lender</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">PART 2</p> <p style="text-align: center;"><u>Covenants and restrictions</u></p> <p>Pursuant to Clause 3 4 of the Deed of Charge (<i>Conversion of floating charge</i>):</p> <p>(i) The giving by the Lender of a notice pursuant to Clause 3 4(a) of the Deed of Charge (<i>Conversion of floating charge</i>) in relation to any class of the Charged Property shall not be construed as a waiver or abandonment of the Lender's right to serve similar notices in respect of any other class of the Charged Property or its other rights under the Deed of Charge or the Loan Agreement.</p> <p>(ii) On the giving by the Lender of a notice pursuant to Clause 3 4(a) of the Deed of Charge (<i>Conversion of floating charge</i>) or the conversion of a floating charge into a fixed charge pursuant to Clause 3 3(b) of the Deed of Charge, the Chargor shall, at its own expense, execute and/or deliver such documents in such form as the Lender shall require in order to perfect such fixed charge</p> <p>Pursuant to Clause 3 5 of the Deed of Charge (<i>Moratorium</i>), no floating charge created by the Deed of Charge may be converted into a fixed charge on assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 of Schedule A1 of the Insolvency Act 1986</p> <p>Pursuant to Clause 3 6 of the Deed of Charge (<i>Reconversion</i>), any charge which has converted into a fixed charge under Clause 3 4 (<i>Conversion of floating charge</i>) of the Deed of Charge may be reconverted into a floating charge by notice in writing given at any time by the Lender to the Chargor in relation to the assets specified in such notice</p> <p>Pursuant to Clause 5 of the Deed of Charge (<i>Moratorium</i>), the Chargor shall promptly (and at its own expense) do all such acts or execute all such documents as the Lender may reasonably specify (and in such form as the Lender may reasonably require)</p> <p>(i) to perfect the security created or intended to be created under or evidenced by the Deed of Charge or for the exercise of any rights, powers and remedies of the Lender or any Receiver provided by or pursuant to the Deed of Charge or by law,</p> <p>(ii) after the Security Interest has become enforceable in accordance with the Deed of Charge, to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created under the Deed of Charge, and/or</p> <p>(iii) 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 Lender by or pursuant to the Deed of Charge</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;">PART 3</p> <p style="text-align: center;"><u>Definitions</u></p> <p>In this Form MG01, so far as the context admits, the following expressions have the following meanings</p> <p>"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986,</p> <p>"Affiliate" of any specified person means any other person controlling or controlled by or under common control with such specified person foregoing,</p> <p>"A&R Loan Agreement" means the amended and restated loan agreement, dated 26 March 2009 between the Fund and each Borrower,</p> <p>"Asset Pledge Agreements" means the Deed of Charge and each additional deed of charge dated 27 March 2012 and entered into by a Borrower in favour of the Lender,</p> <p>"Borrower" and collectively "Borrowers" means each of Kreta Acquisitions Ltd, a limited liability company incorporated under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, Kypris Acquisitions Ltd, a limited liability company incorporated under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, Sana Acquisitions Ltd, a limited liability company incorporated under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB and Poserdon Acquisitions Ltd, a limited liability company incorporated under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB,</p> <p>"Borrower Representative" means Goldman Sachs Realty Japan Ltd,</p> <p>"Borrower Account Pledge Agreements" means each pledge of bank accounts listed on Schedule 4 of the Loan Agreement and any other pledge of bank account entered into by a Borrower in favour of the Lender, which other pledge shall either be in a form substantially similar to a pledge listed on Schedule 4 of the Loan Agreement or shall be otherwise reasonably acceptable to such Borrower and Lender, as any of the foregoing may be amended, modified or supplemented from time to time,</p> <p>"Borrower Representative Account Pledge Agreement" means, collectively, (i) the account pledge agreement, dated 22 November 2006, by the Borrower Representative in favour of the Lender, with respect to certain accounts at The Bank of Tokyo-Mitsubishi UFJ, Ltd, Shibuya Branch (formerly UFJ Bank Limited, Shibuya Branch) and (ii) the account pledge agreement II, dated 26 March 2009, by the Borrower Representative in favour of the Lender, with respect to certain accounts at The Bank of Tokyo-Mitsubishi UFJ, Ltd, Shibuya Branch, as the same may be amended, modified or supplemented from time to time,</p> <p>"Charged Property" means the assets and undertakings from time to time which are the subject of any Security Interest created or purported to be created by or pursuant to the Deed of Charge and, where the context so permits, the proceeds of sale of such assets,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="427 591 1002 613">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="427 636 1362 725">"Enforcement Event" means any of the events specified in Clause 3 4(a) or Clause 3 4(b) of the Deed of Charge or the occurrence of an Event of Default and the giving of notice by the Lender that the Loan has become immediately due and payable pursuant to Clause 7 1 of the Loan Agreement,</p> <p data-bbox="427 748 1362 792">"Equity Pledge Agreement" means, collectively, each Charge over Shares listed on Schedule 5 of the Loan Agreement, as any of the foregoing may be amended, modified or supplemented from time to time,</p> <p data-bbox="427 815 1161 848">"Event of Default" has the meaning set forth in clause 7 1 of the Loan Agreement,</p> <p data-bbox="427 871 1362 927">"Fund" means GS European Opportunities Fund II L.P , a limited partnership organized under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB,</p> <p data-bbox="427 949 1362 994">"GSEIG II Agreement" means the agreement regarding GS European Investment Group II, Ltd , dated 1 June 2011,</p> <p data-bbox="427 1016 1362 1072">"Intercreditor Agreement" means the amended and restated intercreditor agreement, dated 26 March 2009, between , amongst others, the Lender and the Fund,</p> <p data-bbox="427 1095 1362 1151">"Loan" means the loan advanced by the Lender to the Borrowers in accordance with the terms of the Loan Agreement, as the same may be amended, modified or supplemented from time to time,</p> <p data-bbox="427 1173 1362 1252">"Loan Agreement" means the A&R Loan Agreement, as amended by the GSEIG II Agreement and the Transaction and Amendment Agreement, as the same may be amended, modified or supplemented from time to time,</p> <p data-bbox="427 1274 1362 1509">"Loan Documents" means the Loan Agreement, the Equity Pledge Agreements, the Transaction and Amendment Agreement, the Borrower Account Pledge Agreements, the Borrower Representative Account Pledge Agreement, the Pledge on Subordinated Loans, the Intercreditor Agreement, the Master Agreement, the Asset Pledge Agreements, the Subsidiary Equity Pledge Agreements, the REO Facility Pledge Agreements and all other agreements, instruments, certificates and documents delivered by or on behalf of the Fund, any Borrower or an Affiliate thereof to evidence or secure the Loan or otherwise in satisfaction of the requirements of the Loan Agreement or the other documents listed above, as all of the aforesaid may be amended or modified from time to time with the prior written consent of Lender, the Fund and (if applicable) the Borrowers,</p> <p data-bbox="427 1532 1362 1588">"Master Agreement" means the master agreement, dated 26 March 2009, between, amongst others, the Lenders and the Borrowers, as the same may be amended, modified or supplemented from time to time,</p> <p data-bbox="427 1610 1362 1666">"Pledge on Subordinated Loans" means the deed of assignment of charge dated 26 March 2009, by the Fund in favour of the Lender, as the same may be amended, modified or supplemented from time to time;</p> <p data-bbox="427 1688 1362 1744">"Receiver" means a receiver, a receiver and manager or where permitted by law, administrative receiver, appointed in respect of the Charged Property under the Deed of Charge or otherwise,</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"REO Facility Pledge Agreements" means each assignment agreement regarding claims under the REO Facility Agreement, dated 27 March 2012, by a Borrower in favour of the Lender, as the same may be amended, modified or supplemented from time to time.</p> <p>"Security Interest" means the charges created or purported to be created under the Deed of Charge,</p> <p>"Subsidiary Equity Pledge Agreements" means each share pledge agreement, dated 27 March 2012 between a Borrower, its applicable subsidiary and the Lender as the same may be amended, modified or supplemented from time to time, and</p> <p>"Transaction and Amendment Agreement" means the transaction and amendment agreement dated 27 March 2012 between, amongst others, the Lender, the Fund, the Borrowers and the Borrower Representative</p> <p>Note: Save where a contrary intention appears in these Continuation Sheets</p> <ol style="list-style-type: none"> (1) a reference to a party or person is, where relevant, a reference to or to include, as appropriate, its successor, permitted assignees or transferees, (2) a reference to any agreement, deed or instrument is a reference to that agreement, deed or instrument as it may from time to time be amended, varied, supplemented, restated or novated, and (3) words importing the plural shall include the singular and vice versa. 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5659578
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 27
MARCH 2012 AND CREATED BY KYPRIS ACQUISITIONS LTD
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY OF THE BORROWERS TO THE NORINCHUKIN BANK AS
THE LENDER AND/OR ANY RECEIVER ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 2 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2012

