

M

COMPANIES FORM No. 395

306280/13

395

CHWP000

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

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



5702866

Name of company

* GS European Investment Group II Ltd. (the "Company")

Date of creation of the charge

28 March 2006

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) :Sullivan & Cromwell LLP
1 New Fetter Lane
London EC4A 1AN
015132/0263 CDJ/AAG

Time critical reference

For official Use (02/06)
Mortgage Section

Post room



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, page 4, unless defined elsewhere in this Form 395

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this margin

Please complete
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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 & CROMWELL LLP Date 7 April 2006

On behalf of ~~the company~~ ~~the mortgagee/charged~~

† 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

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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

5702866

Name of company

GS European Investment Group II Ltd.

Limited*

* delete if
inappropriate

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

Account charge, dated 28 March, 2006, by and among the Company and the Bank (the "Account Charge").

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

Please do not
write in this
binding margin

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 Bank Co., Ltd
1-1-12, Uchikanda
Chiyoda-ku
Tokyo 101-0047
Japan

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

The Company charges to the Bank, as continuing security for the payment and discharge of the Outstanding Indebtedness, by way of first floating charge all of 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, subject to the provisions of the Loan Agreement.

The Charged Moneys and the Charged Accounts and the interest of the Company therein shall not be assignable or transferable in any manner whatsoever, otherwise than to the Bank pursuant to the Account Charge.

The Company covenants that, save as contemplated and permitted by the Loan Agreement and the Account Charge, the Company will 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.

Definitions

"Account Bank" means Citibank N.A. London Branch, and includes its successors;

"Bank" means The Norinchukin Trust and Bank Co., Ltd, and includes its successors;

"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 Company with the Account Bank and described in the table below, including in each case any sub accounts thereof:

Type of Account	Designation	Currency	Number
Cash Deposit Account	Payment	Euro	0011227785
Cash Deposit Account	Payment	Pounds Sterling	0011227807
Cash Deposit Account	Payment	Swiss Franc	0011227858
Cash Deposit Account	Payment	Swedish Krona	0011227874
Cash Deposit Account	Payment	Norwegian Krone	0011227823
Cash Deposit Account	Receipt	Euro	0011227769
Cash Deposit Account	Receipt	Pounds Sterling	0011227815
Cash Deposit Account	Receipt	Swiss Franc	0011227866
Cash Deposit Account	Receipt	Swedish Krona	0011227882
Cash Deposit Account	Receipt	Norwegian Krone	0011227831
Interest Reserve Account	Interest	Euro	0011227777
Interest Reserve Account	Interest	Pounds Sterling	0011227793

"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 Company in accordance with 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 cash deposit account (if any) opened in the name of the Company with the Account Bank, as listed from time to time in Exhibit A to the Account Charge, including any sub accounts thereof;

"Loans" means the aggregate principal amount borrowed by the Company under the Loan Agreement;

"Loan Agreement" means the loan agreement, dated March 28, 2006, by and among the Company, GS European Opportunities Fund II L.P. (the "Partnership") acting through its general partner GS European Opportunities Fund II GP Ltd., each subsidiary of the Partnership that accedes to the loan agreement as a borrower, the Bank and Goldman Sachs Realty Japan Ltd.; and

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05702866

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED THE 28th MARCH 2006 AND CREATED BY GS EUROPEAN INVESTMENT GROUP II LTD FOR SECURING ALL SUMS DUE, OR TO BECOME DUE 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 7th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 2006.

*Pr
Pam.*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES