

M

CHWP000

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

3

5702866

Name of company

* GS European Investment Group II Ltd (the "Chargor")

Date of creation of the charge

26 March 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) :Helen Ward / Farzan Bilimoria
Linklaters LLP
One Silk Street
London EC2Y 8HQ
Telephone: 7456 3575 / 7456 5191

Time critical reference

For official Use (02/06)
Mortgage Section

WEDNESDAY



L7N9T8UJ

LD4

08/04/2009

89

COMPANIES HOUSE

127785/208

395

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
in black type, or
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 & Cornwall LLP Date 6/4/09

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

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

Please do not
write in this
binding margin

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

~~XXXXX~~*

* delete if
inappropriate

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

Account pledge agreement, dated March 26, 2009, by and among the Chargor, The Norinchukin Trust and Banking Co., Ltd. (in its capacity as Tranche A Lender, Tranche B Lender, Tranche C Lender, Tranche D Lender, Tranche E Lender and Tranche F Lender) and Citibank, N.A. (the "Account Pledge").

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

Please do not
write in this
binding margin

The Secured Obligations.

*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;

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; and

The Norinchukin Trust and Banking Co., Ltd. as lender of Tranche F Loan (the "Tranche F 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, the Tranche E Lender and the Tranche F Lender, together with its permitted successors and assigns in such capacity, "Lender").

C7J + T

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

In consideration of Lender having made the Loan available to the Borrowers and having agreed to certain amendments set out in the Loan Agreement, to secure any and all of the Borrowers' present and future obligations under the Loan Agreement (the "Secured Obligations"), the Chargor irrevocably and unconditionally grants to Lender a lien and security interest in the Pledged Accounts, all amounts held therein from time to time and to the extent not included in the foregoing, all proceeds, products, offspring, rents, revenues, dividends, redemptions, distributions, issues, profits, royalties, income, benefits, accessions, additions, substitutions and replacements of and to any and all of the foregoing.

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

The Chargor may, from time to time in the future, establish at the Deposit Bank, in the name of the Chargor, one or more additional segregated interest bearing cash deposit accounts to serve as "Borrower Accounts" (such accounts as listed from time to time on Exhibit A attached to the Account Pledge, the "Future Accounts"). The Chargor acknowledges and agrees that the Current Accounts and the Future Accounts (collectively, the "Pledged Accounts") shall be subject to the security interest granted to Lender pursuant to Section 3 of the Account Pledge.

The Chargor shall at any time and from time to time take such additional steps as Lender may reasonably request for Lender (i) to maintain "control" (within the meaning of § 9-104 of the the Uniform Commercial Code as in effect from time to time in the State of New York ("UCC")) of each Pledged Account and (ii) to otherwise ensure the continued perfection and priority of Lender's security interest in and assignment of the Pledged Accounts and of the preservation of its rights therein, including but not limited to the execution of financing statements. Without Lender's consent, Deposit Bank agrees not to allow any "Person" other than Lender to have control (within the meaning of § 9-104 of the UCC) of the Pledged Accounts and further agrees not to enter into any control agreement or any other agreement relating to the Pledged Accounts with any other third party.

The Chargor acknowledges and agrees that (i) neither the Chargor, nor any other "Person" claiming on behalf of or through the Chargor shall have any right, title or interest, whether express or implied, in the Pledged Accounts or to withdraw or make use of any amounts from the Pledged Accounts, (ii) the Pledged Accounts are subject to the sole dominion, control and discretion of Lender and (iii) the Chargor shall not have any right to close the Pledged Accounts or right of withdrawal with respect to the Pledged Accounts or right to give directions with respect to the Pledged Accounts, in each case, except as set forth in the Account Pledge or with the prior written consent of Lender.

Further Definitions

"Borrowers" means the Chargor, Kreta Acquisitions Ltd, Kypris Acquisitions Ltd, Sana Acquisitions Ltd and Poseidon Acquisitions Ltd.;

"Deposit Bank" means Citibank N.A.;

"Loan" means the aggregate principal amount borrowed by the Borrowers under the Loan Agreement, as consolidated and separated into six 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"), the tranche E loan ("Tranche E Loan") and the tranche F loan ("Tranche F Loan"); and

"Loan Agreement" means the amended and restated loan agreement, dated March 26, 2009, by and among GS European Opportunities Fund II L.P. (acting through its general partner GS European Opportunities Fund II GP Ltd), each of the Borrowers, Lender and Goldman Sachs Realty Japan Ltd.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5702866
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT PLEDGE AGREEMENT
DATED 26 MARCH 2009 AND CREATED BY GS EUROPEAN
INVESTMENT GROUP II LTD FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE BORROWERS TO THE
NORINCHUKIN TRUST AND BANKING CO.,LTD AS LENDER OF
THE TRANCHE A LOAN, TRANCHE B LOAN, TRANCHE C LOAN,
TRANCHE D LOAN, TRANCHE E LOAN AND THE TRANCHE F
LOAN (TOGETHER WITH ITS PERMITTED SUCCESSORS)
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 8 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**