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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

CHWP000

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

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

3

5793744

Name of company

* Insert full name of Company

* Poseidon Acquisitions 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

7

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 Sec

WEDNESDAY



L7NAS8UJ

LD4

08/04/2009

54

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 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 & Cromwell 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

Please do not
write in this
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

5793744

Name of company

Poseidon Acquisitions 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 and 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) (the "Account Pledge").

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

Please do not
write in this
binding margin

Claims for payment of all the Chargor's obligations under the Loan Documents as well as for any other existing or future or contingent claims of the Chargee against the Chargor arising under the Loan Agreement or otherwise under their banking relationship, including reasonable costs and disbursements incurred by the Chargee in connection with the realization pursuant to Section 7 of the Account Pledge.

*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, the "Chargee").

The Chargor pledges (verpfändet) to the Chargee any claims of the Chargor arising against the Bank from or under the account with the Bank in Hof/Saale, Germany (Account No. 750756006) (the "Initial Borrower Account") and from or under, effective upon the opening of such account, any one or more additional accounts with the Bank which the Chargor may open from time to time (each a "Future Borrower Account" and, together with the Initial Borrower Account, each a "Pledged Account"), as security (Pfandrecht) for the Chargor's obligations under the Loan Agreement and any other claims arising under the banking relationship between the Chargor and the Chargee, both including interest accruing on the funds deposited therein. In the case of a current account (Kontokorrent), the Pledge shall attach to any present and future claims and rights of the Chargor against the Bank in respect of the Pledged Account, including all credit balances which are determined at the end of a respective balancing interval and all monies and interest payable, from time to time, standing or accruing to the credit of the Pledged Account. The Chargor accepts such Pledge. The Pledge shall serve as security (Pfandrecht) for claims for payment of all the Chargor's obligations under the Loan Documents as well as for any other existing or future or contingent claims of the Chargee against the Chargor arising under the Loan Agreement or otherwise under their banking relationship, including reasonable costs and disbursements incurred by the Chargee in connection with the realization pursuant to Section 7 of the Account Pledge (except that the Pledge shall rank behind the pledge created under the Existing Pledge Agreement if that pledge shall have survived the amendment and restatement of the Existing Loan Agreement by the Loan Agreement). Until the Loan is paid in full, the Chargor covenants that it will (i) not create or permit to subsist any pledge or other encumbrance with respect to any Pledged Account, except as provided for under the Account Pledge or under the Loan Agreement and except for any pledge(s) under the Existing Pledge Agreement; and (ii) not sell, transfer or otherwise dispose of, or deal with or grant or permit third party rights to arise over, any claims subject to the Pledge, nor attempt or agree to do so, except as provided for under the Account Pledge or under the Loan Agreement.

Further Definitions

"Bank" means Archon Capital Bank Deutschland GmbH (formally known as Delmora Bank GmbH);

"Borrower Accounts" means the Borrower accounts designated as such in the Loan Agreement;

"Borrowers" means the Chargor, GS European Investment Group II Ltd, Kypris Acquisitions Ltd, Sana Acquisitions Ltd and Kreta Acquisitions Ltd and includes each of their successors in title;

"Existing Pledge Agreement" means the account pledge agreement, dated March 28, 2006, among the Chargor and the Chargee;

"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");

"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) (the "LP"), each of the Borrowers, the Chargee and Goldman Sachs Realty Japan Ltd. (the "Borrower Representative"), amending and restating the loan agreement, dated March 28, 2006 and first amended on November 28, 2008, by and among the same parties (the "Existing Loan Agreement");

"Loan Documents" means (a) the Loan Agreement, (b) each charge over shares listed on Schedule 5 to the Loan Agreement, (c) each pledge of bank accounts listed on Schedule 4 to the Loan Agreement and any other pledge of bank account entered into by a Borrower in favour of the Chargee, (d) the accounts pledge agreement, dated November 22, 2006 and the accounts pledge agreement II, dated March 26, 2009, in each case by and among the Borrower Representative and the Chargee, (e) the deed of assignment and charge, dated March 26, 2009, by and among the LP, the Borrowers and the Chargee, (f) the amended and restated intercreditor agreement, dated March 26, 2009, by and among the Chargee and the LP, (g) the master agreement, dated March 26, 2009, by and among the Chargee and the Borrowers, and (h) all other agreements, instruments, certificates and documents delivered by or on behalf of the LP, 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 (a) to (h) may be amended or modified from time to time with the prior written consent of the Chargee, the LP and (if applicable) the Borrowers.; and

"Pledge" means the pledge to the Chargee as security for the Chargor's obligations under the Loan Documents or otherwise under their banking relationship its Borrower Account(s), which have been established in Germany with the Bank.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5793744
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 POSEIDON
ACQUISITIONS LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY 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 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