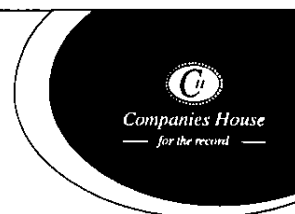


# MG01

## Particulars of a mortgage or charge



700255/39.

**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



RCS 02/04/2012 #16  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 5 7 9 3 7 4 4	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Poseidon Acquisitions Ltd (the "Chargor")	

<b>2</b>	<b>Date of creation of charge</b>
Date of creation	<div> <div>d</div> <div>2</div> <div>d</div> <div>7</div> </div> <div> <div>m</div> <div>0</div> <div>m</div> <div>3</div> </div> <div> <div>y</div> <div>2</div> <div>y</div> <div>0</div> </div> <div> <div>y</div> <div>1</div> <div>y</div> <div>2</div> </div>

<b>3</b>	<b>Description</b>
	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 assignment agreement regarding claims under the REO Facility Agreement (as defined in Part C of the attached continuation sheets), dated 27 March 2012 (the "Assignment"), between the Chargor, Poseidon Immobilien GmbH (the "Counterparty") and The Norinchukin Bank (the "Secured Party" or the "Lender")

<b>4</b>	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	Please refer to the attached continuation sheet headed "Amount Secured"

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

MG01

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 Noninchukin Bank
Address	1-13-2, Yurakucho, Chiyoda-ku, Tokyo, 100-8420 Japan
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

**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

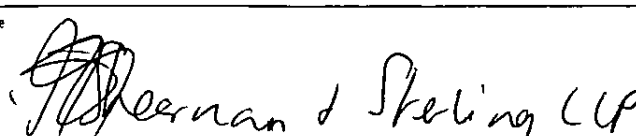
Short particulars	Please refer to attached Continuation Sheets headed "Short particulars of all the property mortgaged or charged"
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**Continuation page**

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

## MG01

### Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered  Commission allowance or discount N/A	
<b>8</b>	<b>Delivery of instrument</b>  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)  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature X  X  This form must be signed by a person with an interest in the registration of the charge	

# MG01

## 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 **Lauren Thompson**

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 **United Kingdom**

DX

Telephone **0207 655 5716**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p style="text-align: center;"><u>Amount Secured</u></p> <p>The Assignment secures all obligations, on the date of the Assignment and subsequently, (including conditional (bedingt) and time limited (befristet) claims) which are or become owing by the Chargor and any of the other Borrowers, to the Secured Party under or in connection with the Loan Documents (the "Secured Obligations")</p> <p>The Secured Obligations include, for the avoidance of doubt, in particular any claims for the payment of the principal, interest, costs, fees or damages based on contract, unjust enrichment (ungerechtfertigte Bereicherung) or tort (Delikt)</p> <p>The Assignment is governed by German law and we have therefore included the applicable German terms where relevant in parentheses. Please refer to the section of the attached continuation sheets headed "Definitions" for the defined terms that are not otherwise defined in this form MG01</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 align="center"><b><u>Short particulars of all the property mortgaged or charged</u></b></p> <p>1 Pursuant to Clause 1.1 of the Assignment, the Chargor has assigned for security purposes (Sicherungsabtretung) to the Secured Party, all actual and contingent rights, at the date of the Assignment and subsequently, and claims of the Chargor against the Counterparty under or in connection with the REO Facility Agreement (including, but not limited to, claims arising from warranties, representations, indemnities, unjust enrichment (ungerechtfertigte Bereicherung) and tort (Delikt)) (all such claims as at the date of the Assignment (the "Present Receivables") and subsequently (the "Future Receivables"), together the "Receivables")</p> <p>2 Pursuant to Clause 1.2 of the Assignment, the assignment, as described above, extends to ancillary rights and claims to and surrogates for any of the Receivables, as well as any right derived from the underlying contractual or other relationship on which such Receivable is based including but not limited to unilateral rights (Gestaltungsrechte) of the Chargor. To the extent that any such ancillary rights are not assignable as a matter of law the Chargor, pursuant to the Assignment, has granted a power of attorney to the Secured Party to exercise these rights upon the occurrence of an Enforcement Event</p> <p>3 Pursuant to Clause 1.6 of the Assignment the Secured Party has undertaken vis-à-vis the Counterparty that it will only demand payment of the receivables subordinated by the Chargor (through the Subordination Agreement or other subordination agreements) or parts thereof subject to and in accordance with the terms of such subordination agreements entered into in order to avoid or remove potential over-indebtedness of the Counterparty under German law (qualifizierter Rangrücktritt)</p>

CHFP000  
03/11 Version 5.0

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 style="text-align: center;"><b><u>Covenants and Restrictions</u></b></p> <p>1 Pursuant to Clause 3 3 of the Assignment, the Secured Party and the Counterparty have agreed that, despite the assignment made in the Assignment, the Counterparty shall – as stipulated under Clause 14 2 of the REO Facility Agreement – remain entitled to set off potential claims it has vis-à-vis the Chargor, against the claims of the Chargor vis-à-vis the Counterparty which are assigned to the Secured Party under the Assignment (Verrechnungsvereinbarung) The Secured party has agreed that such set-off by the Counterparty shall reduce the receivables assigned to the Secured Party in the Assignment accordingly</p> <p>2 Pursuant to Clause 5 of the Assignment, the Chargor has undertaken,</p> <p>(a) not to assign any of the Future Receivables to a third party,</p> <p>(b) not to agree to any agreement adversely affecting the assignability of any of the Receivables or subjecting any of the Receivables to any law other than German law,</p> <p>(c) to inform the Secured Party immediately in the case that a third party claims to own any of the Receivables, or of any attachments (Pfandung) in respect of any of the Receivables or any part thereof or any other measure which may materially impair or jeopardise the rights of the Secured Party relating thereto In the event of an attachment, the Chargor has undertaken to forward to the Secured Party without undue delay a copy of the attachment order (Pfandungsbeschluss), the garnishee order (Überweisungsbeschluss) and all other documents necessary for a defence against the attachment The Chargor has undertaken to inform the attaching creditor immediately of the assignment of the affected Receivables to the Secured Party, and</p> <p>(d) upon the occurrence of an Event of Default which is continuing or if the Secured Party is required by any statutory law, to provide the Secured Party promptly upon request with all information and documents which are necessary for evaluating the Receivables</p>

CHFP000  
03/11 Version 5 0

# 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 style="text-align: center;"><b><u>Definitions</u></b></p> <p>In this form MG01, so far as the context admits, the following expressions have the following meanings.</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&amp;R Loan Agreement" means the amended and restated loan agreement, dated 26 March 2009, by and amongst GS European Opportunities Fund II L P, each Borrower, the Secured Party and the Borrower Representative, as the same may be amended, modified or supplemented from time to time,</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, GS European Investment Group II Ltd, a limited company organised under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, Kreta Acquisitions Ltd, a limited company organised under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, Kypris Acquisitions Ltd, a limited company organised under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, Sana Acquisitions Ltd, a limited company organised under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB, and Poseidon Acquisitions Ltd, a limited company organised under the laws of England, having an address at Peterborough Court, 133 Fleet Street, London, EC4A 2BB,</p> <p>"Borrower Account Pledge Agreements" means each pledge of bank accounts listed in Schedule 4 of the Loan Agreement and any other pledge of bank account entered into by a Borrower in favour of Lender, which other pledge shall either be in a form substantially similar to a pledge listed in 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" means Goldman Sachs Realty Japan Ltd,</p> <p>"Borrower Representative Account Pledge Agreements" means collectively (i) that certain Accounts Pledge Agreement, dated as of 22 November 2006, by the Borrower Representative in favour of Lender, with respect to certain accounts at The Bank of Tokyo-Mitsubishi UFJ, Ltd, Shibuya Branch (formerly UFJ Bank Limited, Shibuya Branch) and (ii) that certain Accounts Pledge Agreement dated as of 26 March 2009, by the Borrower Representative in favour of 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>"Enforcement Event" means when an Event of Default has occurred and is continuing and an acceleration notice under any Loan Document has been submitted to the Chargor or when the Secured Obligations become due and payable in whole or in part by operation of law in the event of the opening of insolvency proceedings in respect of the Chargor,</p>

CHFP000  
03/11 Version 5 0



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>"<b>Equity Pledge Agreement</b>" means collectively each charge over shares listed in Schedule 5 of the Loan Agreement, as any foregoing may be amended, modified or supplemented from time to time,</p> <p>"<b>Event of Default</b>" has the meaning set forth in Section 7.1 of the Loan Agreement,</p> <p>"<b>Fund</b>" means GS European Opportunities Fund II LP, a limited partnership organised under the laws of England, having an address at Peterborough Court, 133 Fleet Street London, EC4A 2BB,</p> <p>"<b>GSEIG II Agreement</b>" means the agreement regarding GS European Investment Group II Ltd, dated 1 June 2001, by and among, the Secured Party, the Fund, each Borrower, GS European Investment Group II Ltd, the Manager, ELQ Investors, Ltd, the Secured Party in its capacity as a limited partner of the Fund, GS European Opportunities Fund II GP, Ltd, Poseidon Immobilien GmbH, the Counterparty and the Borrower Representative, as the same may be amended, modified or supplemented from time to time,</p> <p>"<b>Intercreditor Agreement</b>" means the amended and restated intercreditor agreement, dated as of 26 March 2009, by and among, amongst others, the Lender and the Fund, as the same may be amended, modified or supplemented from time to time,</p> <p>"<b>Loan</b>" means the loan advanced by the Lender to the Borrowers in accordance with the terms of the Loan Agreement,</p> <p>"<b>Loan Agreement</b>" means the A&amp;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>"<b>Loan Documents</b>" 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>"<b>Manager</b>" means Goldman Sachs International,</p> <p>"<b>Master Agreement</b>" means the master agreement, dated 26 March 2009 by and among the Lender and the Borrowers, as the same may be amended, modified or supplemented from time to time,</p> <p>"<b>Pledge on Subordinate Loans</b>" 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>"<b>REO Facility Agreement</b>" means the REO Facility Agreement, dated 26 June 2008, by and between the Chargor and the Counterparty, as the same may be amended, modified or supplemented from time to time,</p>

CHFP000  
03/11 Version 5.0

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>"<b>REO Facility Pledge Agreements</b>" 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>"<b>Subordination Agreement</b>" means the agreement dated 27 March 2012 between the Chargor and the Counterparty pursuant to which the Chargor agreed to subordinate an amount of €12,000,000.00 of its repayment claim against the Counterparty, as the same may be amended, modified or supplemented from time to time,</p> <p>"<b>Subsidiary Equity Pledge Agreements</b>" 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>"<b>Transaction and Amendment Agreement</b>" means the transaction and amendment agreement dated 27 March 2012 between, amongst others, the Lender, the Fund, the Borrowers and the Borrower Representative, as the same may be amended, modified or supplemented from time to time</p> <p><u>Note</u></p> <p>Save as where contrary intention appears in these Continuation Sheets</p> <p>(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,</p> <p>(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</p> <p>(3) words importing the plural shall include the singular and vice versa</p>

CHFP000  
03/11 Version 5.0



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

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

**COMPANY NO. 5793744  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT AGREEMENT  
DATED 27 MARCH 2012 AND CREATED BY POSEIDON  
ACQUISITIONS LTD FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY AND ANY OF THE OTHER  
BORROWERS TO THE SECURED PARTY 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



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES