

038032 / 39

In accordance with  
Section 860 of the  
Companies Act 2006

MG01

## Particulars of a mortgage or charge



## 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

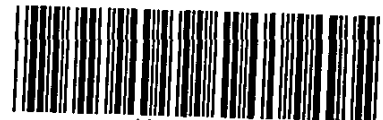
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



## What this form is NOT

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

THURSDAY



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05/04/2012

#320

COMPANIES HOUSE

|                      |  |               |  |
|----------------------|--|---------------|--|
| <b>1</b>             | <b>Company details</b>   |               | For official use   |
| Company number       | 0  | 5 7 9 3 7 4 4 | <input checked="" type="checkbox"/> <b>Filing in this form</b><br>Please complete in typescript or in bold black capitals<br>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     | 27/03/2012   |               |  |
| <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 share pledge agreement dated 27 March 2012 (the "Charge"), relating to the shares in Poseidon Immobilien GmbH (the "Company"), among, the Chargor, the Company and the Norinchukin Bank (the "Lender")   |               |  |
| <b>4</b>             | <b>Amount secured</b>  |               |  |
|                      | Please give us details of the amount secured by the mortgage or charge   |               | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details.  |
| Amount secured       | As at the date of the Charge and subsequently, any actual and contingent obligations which are or become owing by <u>any of the Borrowers</u> to the Lender under or in connection with the Loan Documents (the "Secured Obligations")<br><br>The Secured Obligations include, for the avoidance of doubt, in particular any claims for the payment of principal, interest, costs, fees or damages based on contract, unjust enrichment (ungerechtfertigte Bereicherung) or tort (Delikt)<br><br>The Charge is governed by German law and we have therefore included the applicable German terms where relevant in parentheses Please refer to Part C of the attached continuation sheets, headed "Definitions" for defined terms that are not otherwise defined in this form MG01 |               |  |

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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 Norinchukin Bank as the Lender  |  |  |  |  |  |  |  |  |  |  |
| Address  | 1-13-2, Yurakucho, Chiyoda-ku, Tokyo, 100-8420 Japan  |  |  |  |  |  |  |  |  |  |  |
| Postcode | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |  |  |  |  |  |
|          |   |  |  |  |  |  |  |  |  |  |  |
| Name     |   |  |  |  |  |  |  |  |  |  |  |
| Address  |   |  |  |  |  |  |  |  |  |  |  |
| Postcode | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |  |  |  |  |  |
|          |   |  |  |  |  |  |  |  |  |  |  |

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

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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"

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

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Particulars of a mortgage or charge

|   |  |  |
|---|--|--|
| <p><b>7</b></p> <p>Commission allowance or discount</p> | <p><b>Particulars as to commission, allowance or discount (if any)</b></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"> <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> <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>N/A</p>  |  |
|   | <p><b>8</b></p> <p><b>Delivery of instrument</b></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><b>9</b></p> <p>Signature</p>                        | <p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Sheeran + Stirling LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>  |  |

## 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)**

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Particulars of a mortgage or charge

|                   |   |
|-------------------|---|
| 6                 | <b>Short particulars of all the property mortgaged or charged</b><br>Please give the short particulars of the property mortgaged or charged   |
| Short particulars | <p style="text-align: center;"><b>PART A</b></p> <p style="text-align: center;"><b><u>Short Particulars of all Property Mortgaged or Charged.</u></b></p> <p>Pursuant to Clause 3(a) of the Charge, the Chargor has granted pledges (Pfandrechte) over the Shares to the Lender. Together with the Shares, the Chargor pledged (verpfändete) to the Lender all of its rights as at the date of the Charge and subsequently</p> <ul style="list-style-type: none"> <li>(i) to receive and/or withdraw dividends from the Company and any other similar cash payments and other forms of profit distribution from the Company and the right, if any, to participate in capital increases in respect of the Shares, and</li> <li>(ii) to receive liquidation proceeds, consideration for redemption (Einzahlungsentgelt), repaid capital in relation to a capital decrease, any compensation in the case of termination (Kündigung) and/or withdrawal (Austritt) or expulsion (Ausschluss) or exclusion for good cause (Ausschluss aus wichtigem Grund) of a shareholder of the Company, the surplus in case of surrender (Preisgabe), the repayment claim for any additional capital contribution (Nachschüsse) and all other pecuniary claims associated with the Shares (the rights set out under the above are collectively known as the "Proceeds"), and</li> <li>(iii) to subscribe for newly issued shares of the Company, and</li> <li>(iv) all other rights and benefits attributable to the Shares and any substitute in lieu of the Shares</li> </ul> |

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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;"><b>PART B</b></p> <p style="text-align: center;"><u><b>Covenants and Restrictions</b></u></p> <p>Pursuant to Clause 10 of the Charge, at all times during the Security Period, the Chargor has undertaken vis-à-vis the Lender,</p> <ul style="list-style-type: none"> <li>(i) to notify the Lender without undue delay of any attachment (Pfändung) and/or any third parties bringing claims with respect to the Shares and other rights set out in Clause 3 of the Charge, which would reasonably be expected to jeopardise the validity of the Pledges or materially impair their value. In case of an attachment the Chargor shall deliver to the Lender a copy of the attachment and transfer order (Pfändungsund Überweisungsbeschluss) and all other documents necessary to object against the attachment and the Chargor shall inform the relevant attaching creditor immediately about the Lender's security interest,</li> <li>(ii) not to encumber, permit to subsist, create or agree to create any other security interest or third party right in or over the Shares or other rights subject to the Pledges except as set out in the Charge,</li> <li>(iii) in the event of any subsequent increase in the capital of the Company, not to allow, without the prior written consent of the Lender, any other party to subscribe for any Future Shares in the Company if such subscription were to result in a decrease of the Chargor's shareholding below the proportion currently held by the Chargor, and not to defeat, impair or circumvent in any way the rights of the Lender created in the Charge, and</li> <li>(iv) to execute and do all such assurances, acts and things at its own expense as the Lender may reasonably require for perfecting or protecting the security interest granted by it under the Charge and in the case of the enforcement of such security interest, to facilitate the realization of all or any part of the Shares or the Proceeds granted by it and the exercise of all powers, authorities and discretions vested in the Lender</li> </ul> |

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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;"><b>PART C</b></p> <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>"<b>A&amp;R Loan Agreement</b>" means the amended and restated loan agreement, dated 26 March 2009 by and amongst, the Borrowers, the Fund, the Lender and the Borrower Representative,</p> <p>"<b>Borrower</b>" and collectively "<b>Borrowers</b>" 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>"<b>Borrower Representative</b>" means Goldman Sachs Realty Japan Ltd,</p> <p>"<b>Existing Share</b>" means the issued and outstanding share of the Company with a nominal amount of <u>€25,000 00</u> and any other shares of the Company held by the Chargor, in existence at the date of the Charge,</p> <p>"<b>Future Shares</b>" means, any additional shares in the capital of the Company (irrespective of their nominal value) which the Chargor may hold in the future in the event of a share transfer, an increase of the capital of the Company or otherwise,</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 2011 by and among, the Borrowers, the Fund, the Lender, GS European Investment Group II Ltd, the Manager, ELQ Investors, Ltd, the Chargor in its capacity as a limited partner of the Fund, GS European Opportunities Fund II GP, Ltd, Poseidon Immobilien GmbH, the Company and the Borrower Representative, 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 further amended from time to time,</p> |

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| 6                 | Short particulars of all the property mortgaged or charged  |  |
|-------------------|---|--|
|                   | Please give the short particulars of the property mortgaged or charged  |  |
| Short particulars | <p>"Loan Documents" mean the Loan Agreement, any security document entered into in connection with the Loan Agreement, the Master Agreement 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 any Loan or the other documents listed above, as the same may be amended, modified or supplemented from time to time.</p> <p>"Manager" means Goldman Sachs International,</p> <p>"Master Agreement" means the master agreement dated 26 March 2009, by and among the Lender and the Borrowers, as amended by the Transaction and Amendment Agreement and as the same may be further amended, modified or supplemented from time to time,</p> <p>"Pledge(s)" means the Charge and all other charges created pursuant to Clause 3(a) of the Charge,</p> <p>"Security Period" means the period beginning on 27 March 2012 and ending on the date upon which all of the Secured Obligations have been unconditionally, finally and irrevocably paid and discharged in full,</p> <p>"Shares" means the Existing Share and the Future Shares,</p> <p>"Transaction and Amendment Agreement" means the Transaction and Omnibus Amendment Agreement, dated 27 March 2012, by and among the Lender, the Fund, the Borrowers, the Manager, ELQ Investors, Ltd, the Lender in its capacity as a limited partner of the Fund, GS European Opportunities Fund GP, Ltd, the Company, Kypris Immobilien GmbH, Poseidon Immobilien GmbH, Archon Group Deutschland GmbH, Archon Capital Bank Deutschland GmbH and the Borrower Representative as the same may be further amended, modified or supplemented from time to time</p> <p><u>Note</u></p> <p>Save as where a 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> |  |

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## **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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THE SHARE PLEDGE AGREEMENT  
EXECUTED OUTSIDE THE UNITED KINGDOM OVER PROPERTY  
SITUATED THERE DATED 27 MARCH 2012 AND CREATED BY  
POSEIDON ACQUISITIONS LTD FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY OF THE BORROWERS TO  
THE NORINCHUKIN BANK 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 5 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2012

*R*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES