

M

COMPANIES FORM No. 395

001875/13

395

CHWP000

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

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

	/	
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5793751

Name of company

* insert full name
of Company

* Sana Acquisitions Ltd

Date of creation of the charge

20 July 2007

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

WEDNESDAY



AETT8RX6

A07 08/08/2007

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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, page 4, 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 7 August 2007

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.

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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

5793751

Name of company

Sana Acquisitions Ltd

XXXXX
Limited*

* delete if
inappropriate

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

Account charge, dated July 20, 2007, by and among the Company and the Bank (the "Account Charge")

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 Banking 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 Banking 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 the account opened in the name of the Company with the Account Bank and described below, including any sub accounts thereof

Type of Account	Designation	Currency	Number
Borrower Cash Deposit Account	Remittance	Euro	0011424823

"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, inter alios, 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 05793751

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED THE 20th JULY 2007 AND CREATED BY SANA ACQUISITIONS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE NORINCHUKIN TRUST AND BANKING CO , LTD WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2007

A handwritten signature in black ink, appearing to be 'Rgr'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES