



CHFP041

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Please 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

395

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

Charge account 00400071

To the Registrar of Companies

For official use Company number

(Address overleaf - Note 6)

5253096

Name of company

* Matterhorn Acquisitions Limited (the Pledgor)

Date of creation of the charge

31 October 2005

Description of the instrument (if any) creating or evidencing the charge (note 2)

The account pledge agreement dated 31 October 2005 between the Pledgor and The Norinchukin Trust and Banking Co. Ltd. (the Pledgee) (the German Pledge Agreement).

Amount secured by the mortgage or charge

The Pledge shall serve as first priority security (*erstrangiges Pfandrecht*) for claims for payment of principal, interest and expenses arising under the loans (advanced under the loan agreement dated 15 December 2003, between, *inter alios*, the Pledgee, as lender, and GS European Opportunities Fund B.V. (the **Loan Agreement**)) as well as for any other existing or future or contingent claims of the Pledgee against the Pledgor arising under the Loans or otherwise under their banking relationship, including reasonable costs and disbursements incurred by the Pledgee in connection with the realization pursuant to Section 7 of the German Pledge Agreement.

All capitalised terms used in this Form 395 shall have the meaning given to them in the Loan Agreement, unless defined elsewhere in this Form 395.

Names and addresses of the mortgagees or persons entitled to the charge

The Norinchukin Trust and Banking Co. Ltd., 1-2-12, Uchikanda, Chiyoda-ku, Tokyo, 101-0047, Japan.

Postcode

Presentor's name, address and
reference (if any):

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

Time critical reference

For official use (02/00)

Mortgage Section

Post room

LD5
COMPANIES HOUSE144
15/11/2005

Short particulars of all the property mortgaged or charged

For short particulars of all the property charged please see Continuation Sheet Number 1 attached to this Form 395.

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Freshfields Buchhaus Deringer

Date

14/11/05

On behalf of [company] [mortgage/charge]

Notes

† Delete as appropriate

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 £10 (£13 for forms delivered on or after 1 February 2005) 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 CF4 3UZ.

CONTINUATION SHEET NUMBER 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. SUBJECT MATTER OF THE PLEDGE

Under Section 1.1 of the German Pledge Agreement, the Pledgor has opened an account with Delmora Bank GmbH (the **Bank**) in Hof, Germany (Account No. 750708896), to be used for depositing proceeds from any or all of the Asset or Assets acquired with the proceeds of the Loans or any part thereof and each to be designated as a Borrower Cash Deposit Account as set forth in the Loan Agreement.

Under Section 1.2 of the German Pledge Agreement, the account opened pursuant to Section 1 is a current account (*Kontokorrent*). The Pledgor has agreed with the Bank on a balancing of such account on a daily basis at close of business of each banking day.

2. PLEDGE, RANKING

Under Section 2.2 of the German Pledge Agreement, the Pledgor pledges (*verpfändet*) to the Pledgee any claims of the Pledgor arising against the Bank from or under its Borrower Cash Deposit Account as specified in Section 1, above (the **Pledged Account**), as first priority security (*erstrangiges Pfandrecht*) for the Loans and any other claims arising under the banking relationship between the Pledgor and the Pledgee, both including interest accruing on the funds deposited therein. The Pledge shall attach to any present and future claims and rights of the Pledgor 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 Pledgee accepts such Pledge.

3. RIGHTS TO THE ACCOUNT

Under Section 4.1 of the German Pledge Agreement, the Pledgor may withdraw or transfer funds from the Pledged Account only as provided for in the Loan Agreement.

4. COVENANTS

Under Section 6.2(a) of the German Pledge Agreement, during the term the Pledgee is obliged to extend loans to certain of the Fund's subsidiaries under the Loan Agreement, the Pledgor covenants that it will not create or permit to subsist any pledge or other encumbrance with respect to the Pledged Account, except for the pledge in favour of the Bank arising from the Bank's general terms and conditions, and except as provided for under the German Pledge Agreement or under the Loan Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05253096

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCOUNT PLEDGE AGREEMENT DATED THE 31st OCTOBER 2005 AND CREATED BY MATTERHORN ACQUISITIONS LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE NORINCHUKIN TRUST AND BANKING CO.LTD 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 15th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Dx:JL