

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

CHWP000

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

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

32

2263951

Name of company

\* insert full name  
of Company

\* Goldman Sachs International (the "Chargor")

Date of creation of the charge

December 16, 2008

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

Deed of charge dated December 16, 2008 (the "Deed") between the Chargor and The Bank of New York Mellon (the "Pledgee Representative")

Amount secured by the mortgage or charge

The charge is granted in favour of the Pledgee Representative to secure the obligations of the Chargor to the Pledgee Representative under the Security Agreement and, to the extent the Chargor has agreed that the obligations of the Chargor to a Funding Counterparty under a Funding Agreement constitute "Secured Obligations" under the Security Agreement, such obligations (the "Secured Obligations").

For definitions please see Continuation Sheet 1 attached.

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

The Bank of New York Mellon, 101 Barclay Street, 4 East, New York, New York 10286 (for itself and,  
in the proportion and to the extent set out in the Deed, for the benefit of each applicable Funding

Counterparty).

PLEDGE REPRESENTATIVE

Postcode

Presenter's name address and  
reference (if any) :

Cleary Gottlieb Steen & Hamilton,  
55 Basinghall St, London  
EC2V 5EH Attn: Garry Manley  
Ref: 26432-827

Time critical reference

For official Use (02/06)  
Mortgage Section

TUESDAY



\*AT8TL63Y\*

A50

30/12/2008

69

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

In the Deed, in addition to the security interests granted pursuant to the Security Agreement, the Chargor charged in favour of the Pledgee Representative for itself and, in the proportion and to the extent set out in the Deed, for the benefit of each applicable Funding Counterparty with the payment and discharge of the Secured Obligations, by way of first ranking charge all of the Chargor's right, title and interest in each Eligible Derivatives Agreement, including, to the extent any required consent from the provider of such credit support or collateral has been obtained, all credit support and collateral related thereto ("the Derivatives Collateral"), subject to the first sentence of Clause 4.2 of the Deed and other than the Chargor's right to determine the value of such Derivatives Collateral.

+ 9 5

The charge granted to the Pledgee Representative for the benefit of a Funding Counterparty in any Derivatives Collateral shall equal such Funding Counterparty's Allocation Proportion of such Derivatives Collateral.

The first sentence of Clause 4.2 of the Deed provides that, notwithstanding anything to the contrary in the Deed, including upon and during any Enforcement Event, the Chargor may at any time, to the extent permitted in any Eligible Derivatives Agreement, deal with, grant an Encumbrance over, or otherwise use any credit support or other collateral provided by a Derivatives Counterparty to secure

Continued on Continuation Sheet 1 attached.

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)

None

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

Signed Cleary Gottlieb

Date 30/12/2008

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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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

2263951

Name of company

Goldman Sachs International

~~Limited~~ \*

\* delete if  
inappropriate

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

In this Form 395:

"Counterparty Schedule" means the most recent schedule delivered to the Pledgee Representative by the Chargor pursuant to Section 7.1 of the Security Agreement identifying the Funding Counterparties and containing the name, address and other contact information of each Funding Counterparty.

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

"Funding Agreement" means the loan agreements, ISDA Master Agreements and related confirmations, other master agreements for derivatives transactions and related confirmations, guarantees and other agreements (along with all annexes, collateral arrangements, appendices and exhibits thereto), as amended, supplemented, restated or otherwise modified from time to time, that the Chargor has entered into and may in the future enter into with, and the notes, together with the supplemental documents thereto, that the Chargor has issued to, the Funding Counterparties.

"Funding Counterparty" means each counterparty to, investor in, or guarantee beneficiary of the Funding Agreements as identified from time to time by the Chargor to the Pledgee Representative on a Counterparty Schedule, which may include affiliates of the Chargor.

"Security Agreement" means the New York law governed security agreement entered into between the Chargor and the Pledgee Representative on or about the date of the Deed.

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  
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bold block lettering*

such Derivatives Counterparty's obligations under such Eligible Derivatives Agreement.

The Deed contains covenants for further assurance.

In this Form 395:

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

"Allocation Day" means each Business Day on which the Chargor has agreed to provide security to a Funding Counterparty.

"Allocation Proportion" means, with respect to a Funding Counterparty and an Eligible Derivatives Agreement on an Allocation Day, such Funding Counterparty's Derivative Receivables Allocation relating to such Eligible Derivatives Agreement divided by the Total Value of such Eligible Derivatives Agreement, expressed as a percentage; provided, that, if the Total Allocation on such Allocation Day for such Eligible Derivatives Agreement exceeds the Total Value of such Eligible Derivatives Agreement, the Allocation Proportion shall mean such Funding Counterparty's Derivative Receivables Allocation relating to such Eligible Derivatives Agreement divided by such Total Allocation, expressed as a percentage.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banking institutions or trust companies in the state of New York and London are obligated or authorised by law to close.

"Collateral Confirmation" means, with respect to a Funding Counterparty, a document delivered by the Chargor from time to time to the Pledgee Representative pursuant to the terms of the Security Agreement that sets forth certain information relating to the Security, including such Funding Counterparty's Derivative Receivables Allocations.

"Derivatives Counterparty" means, with respect to an Eligible ISDA Master Agreement, the party to such agreement that is not the Chargor.

"Derivative Receivables Allocation" means, with respect to a Funding Counterparty and an Eligible Derivatives Agreement on an Allocation Day, the "Derivative Receivables Amount" in U.S. Dollars attributed to such Eligible Derivatives Agreement with respect to such Funding Counterparty as specified in the Collateral Confirmation with respect to such Funding Counterparty for such Allocation Day.

"Eligible Derivatives Agreement" means any master agreement or stand-alone agreement relating to derivative transactions, regardless of the governing law, including, without limitation, (i) any ISDA Master Agreement, (ii) any Rahmenvertrag für Finanztermingeschäfte or Länder-Rahmenvertrag master agreement, and (iii) any stand-alone or long-form confirmation of derivative transactions whether or not governed by an ISDA Master Agreement, in each case including any amendments, annexes, schedules, credit support and confirmations relating to any of the foregoing, between the Chargor and a Derivatives Counterparty as identified on the Total Eligible Collateral List; provided that for the purposes of the Deed, if a Collateral Confirmation or a Total Eligible Collateral List includes a reference to more than one Eligible Derivatives Agreement with respect to a single "Derivative Receivables Amount" as specified on such Collateral Confirmation or Total Eligible Collateral List, any such reference to an Eligible Derivatives Agreement will be a reference to all such Eligible Derivatives Agreements.

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

"Enforcement Event" means the occurrence of an "Event of Default", a "Termination Event" or any similar event (howsoever described) in respect of the Chargor under any Funding Agreement and a payment being due and owing by the Chargor thereunder after the expiration of any applicable cure or grace period.

"Security" means the security created or expressed to be created in favour of the Pledgee Representative pursuant to the Deed.

"Total Allocation" means, in respect of an Eligible Derivatives Agreement on an Allocation Day, the sum of all Derivative Receivables Allocations attributed to all Funding Counterparties with respect to such Eligible Derivatives Agreement on such Allocation Day.

Continued on Continuation Sheet 2 attached.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company number

2263951

Name of company

Goldman Sachs International

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
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Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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"Total Eligible Collateral List" means the most recent list delivered by the Chargor to the Pledgee Representative pursuant to Section 2.2 of the Security Agreement setting forth (i) an identification of each Eligible Derivatives Agreement to which that Total Eligible Collateral List applies, and (ii) with respect to each such Eligible Derivatives Agreement, the Total Value of such Eligible Derivatives Agreement on such Allocation Day, as determined by the Chargor, which amount shall be conclusive and binding.

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

"Total Value" means, in respect of an Eligible Derivatives Agreement on an Allocation Day, the amount in U.S. Dollars attributed to such Eligible Derivatives Agreement as set forth on the Total Eligible Collateral List for such Allocation Day.

"U.S. Dollars" means the lawful currency of the United States of America.



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

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

**COMPANY NO. 2263951  
CHARGE NO. 32**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 16  
DECEMBER 2008 AND CREATED BY GOLDMAN SACHS  
INTERNATIONAL FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE BANK OF NEW  
YORK MELLON (PLEDGE REPRESENTATIVE) 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  
30 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2009

