

59323/52

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 for**
You cannot use this form to re-
particulars of a charge for a S
company To do this, please use
form MG01s

MONDAY



LD3 04/07/2011 50
COMPANIES HOUSE

1	Company details		69 <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 2 2 6 3 9 5 1		Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Goldman Sachs International (the "Chargor")		
2	Date of creation of charge		
Date of creation	d 2 d 1 m 0 m 6 y 2 y 0 y 1 y 1		
3	Description		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Deed of Charge dated 21 June 2011 between the Chargor and The Bank of New York Mellon acting through its London branch in its capacity as trustee pursuant to the Indenture (as defined below), for itself and for the benefit of all the holders of the notes solely of Series 2011-06 (as defined below) (the "Chargee")		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	All monies, debts and liabilities which may at any time be or become due, owing or incurred, actually or contingently, by the Chargor, pursuant to the terms of the indenture dated as of 12 February 2009 (as amended and restated, supplemented or otherwise modified from time to time), and entered into between the Chargor, Goldman Sachs Bank (Europe) plc (each as issuers) and the Chargee (as the trustee) (the "Indenture"), to the Chargee, in all cases with respect solely to the Series 2011-06 senior secured notes issued by the Chargor pursuant to the Indenture ("Series 2011-06") (the amount secured, the "Secured Obligations")		

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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 Bank of New York Mellon (London branch)
Address	One Canada Square
	London
Postcode	E 1 4 5 A L
Name	
Address	
Postcode	

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

Pursuant to the terms of the Deed of Charge, the Chargor, as beneficial owner, has charged in favour of the Chargee for the payment and discharge of the Secured Obligations, by way of first ranking charge all the Chargor's right, title and interest from time to time in the Financial Assets. The security created by or pursuant to the Deed of Charge remains in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Chargee.

The security created pursuant to the Deed of Charge does not extend to any Financial Asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such Financial Asset is situated.

Pursuant to the Deed of Charge, the Chargor undertakes to promptly do all such acts or execute all such documents as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s)) (i) to perfect the security created or intended to be created in respect of the Charged Property or for the exercise of the Collateral Rights, (ii) to create, protect or maintain the security conferred or intended to be conferred on the Chargee by or pursuant to the Security Documents, (iii) to confer on the Chargee security over any Financial Assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Security Documents, and/or (iv) to facilitate the realisation of the Charged Property.

For definitions, please see attached Continuation Page

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7	Particulars as to commission, allowance or discount (if any) 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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, 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	None	
8	Delivery of instrument 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 866). 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 870). 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).	
9	Signature Please sign the form here Signature X Nallini Puri X This form must be signed by a person with an interest in the registration of the charge	

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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 Allison Hibbert

Company name Cleary Gottlieb Steen & Hamilton LLP

Address City Place House

55 Basinghall Street

Post town London

County/Region

Postcode E C 2 V 5 E H

Country United Kingdom

DX

Telephone 020 7614 2200



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 mortgage or charge
- ☐ 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

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>In this Form MG-01</p> <p>"Charged Property" means all the Financial Assets of the Chargor which from time to time are, or are expressed to be, the subject of the Security,</p> <p>"Collateral Rights" means all rights, powers and remedies of the Chargee provided by or pursuant to the Security Documents or by law,</p> <p>"Custodial Account" means the custodial account with account number 00020R, established in respect solely of Series 2011-06 pursuant to the GSI Securities Agreement and maintained by the Custodian on behalf of the Chargor for the deposit of certain securities and cash in connection with such Series 2011-06,</p> <p>"Custodian" means The Bank of New York Mellon (London branch) in its capacity as custodian under the GSI Securities Agreement,</p> <p>"Financial Asset" means the Custodial Account, and all relevant securities and cash on deposit therein or credited thereto, from time to time,</p> <p>"GSI Securities Agreement" means the global custody agreement dated 17 November 2008 and entered into between the Chargor and the Custodian,</p> <p>"Security" means the security created or expressed to be created in favour of the Chargee pursuant to the Security Documents, and</p> <p>"Security Documents" means the Deed of Charge, the Indenture, and any other documents entered into from time to time by the Chargor creating security in favour of the Chargee as security for the Secured Obligations</p>	



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

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

COMPANY NO. 2263951
CHARGE NO. 69

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 21 JUNE
2011 AND CREATED BY GOLDMAN SACHS INTERNATIONAL
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BANK OF NEW YORK MELLON (LONDON
BRANCH) 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
4 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES