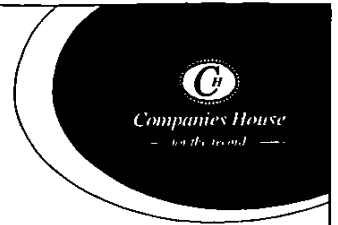


MG01

Particulars of a mortgage or charge

059701/13



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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



A48

30/03/2012
COMPANIES HOUSE

#498

1	Company details	For official use
Company number	0 2 2 6 3 9 5 1	94 → Filling 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 6 m 0 m 3 y 2 y 0 y 1 y 2	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Securities Deed of Charge, dated 26 March 2012 (the "Deed") between the Chargor and The Bank of Tokyo-Mitsubishi UFJ, Ltd (the "Secured Counterparty") acting with respect to a loan pursuant to a loan agreement, dated 26 March 2012 (the "Loan Agreement") between the Chargor as borrower and the Secured Counterparty as lender	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge The charge is granted in favour of the Secured Counterparty to secure the payment and discharge of the obligations of the Chargor to the Secured Counterparty under the Loan Agreement in respect of the loan in aggregate principal amount equal to JPY 12,500,000,000 (the "Loan")	
		Continuation page Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

5 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 Tokyo-Mitsubishi UFJ, Ltd

Address 2-7-1, Marunouchi, Chiyoda-ku, Tokyo

Japan

Postcode

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

In the Deed, the Chargor has granted in favour of the Secured Counterparty, a first ranking charge over all the Chargor's right, title and interest from time to time in the Financial Assets

The security created pursuant to the Deed 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

The Deed contains covenants for further assurance and a negative pledge

For definitions, please see Continuation Sheet attached

Continuation page

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

MG01

Particulars of a mortgage or charge

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

- 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

N/A

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 870)

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)

9 Signature

Please sign the form here

Signature

Signature

X Nallini Puri X

This form must be signed by a person with an interest in the registration of the charge

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 Allison Hibbert

Company name Cleary Gottlieb Steen & Hamilton LLP

Address City Place House

55 Basingall 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 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 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

In this Form MG-01

"Collateral Account" means (i) the collateral account established pursuant to the Collateral Agreement as required by the Loan Agreement and (ii) any account established for the deposit of cash in connection thereto, with each such account as identified on the Securities Schedule delivered pursuant to the Collateral Agreement

"Collateral Agreement" means the collateral agreement dated 26 March 2012, between the Chargor, the Secured Counterparty and the Custodian, for the custody of Posted Collateral

"Custodian" means The Bank of New York Mellon, acting through its London Branch, as custodian under the Collateral Agreement

"Eligible Collateral" has the meaning set out in Schedule 1 to the Collateral Agreement and, where the context so admits, includes Posted Collateral

"Eligible Securities" means cash or any security or other investment identified on or pursuant to Schedule 1 to the Collateral Agreement, as such schedule may be amended from time to time with the consent of the Secured Counterparty, it being understood that identification by the Chargor of an ETF to the Custodian from among the fund families or indices listed on Schedule 1 to the Collateral Agreement shall not constitute an amendment for the purposes of the foregoing

"Financial Asset" means the Collateral Account, and any and all property (including cash) on deposit therein or credited thereto from time to time

"Posted Collateral" means at any time all Eligible Collateral that has been pledged by Chargor to Secured Counterparty pursuant to the Deed and it at that time credited to or recorded in the Collateral Account

"Securities Schedule" means, as of time of determination, the most recent statement delivered by the Custodian to the Secured Counterparty and the Chargor pursuant to clause 5.12 of the Collateral Agreement, which statement identifies the Collateral Account and Eligible Securities and cash on deposit therein then held by the Custodian for the benefit of the Secured Counterparty

GOLDMAN SACHS INTERNATIONAL – THE BANK OF TOKYO-MITSUBISHI UFJ, LTD

SECURITIES DEED OF CHARGE

THIS DEED is made on 26 March 2012, BETWEEN

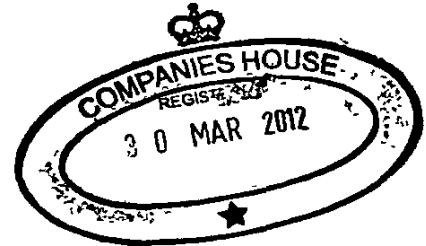
- (1) GOLDMAN SACHS INTERNATIONAL, a private company with unlimited liability under the laws of England and Wales (the “Chargor”), and
- (2) THE BANK OF TOKYO-MITSUBISHI UFJ, LTD (the “Secured Counterparty”)

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed



“Aggregate Margin Value” has the meaning given to it in the Loan Agreement

“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

“Collateral Account” means (i) the collateral account established pursuant to the Collateral Agreement and (ii) any account established for the deposit of cash in connection thereto, with each such account as identified on the Securities Schedule delivered pursuant to the Collateral Agreement

“Collateral Agreement” means the collateral agreement dated 26 March 2012, between the Chargor, the Secured Counterparty and the Custodian, for the custody of Posted Collateral

“Collateral Rights” means all rights, powers and remedies of the Secured Counterparty provided by or pursuant to the Security Documents or by law

“Custodian” means The Bank of New York Mellon, acting through its London Branch, in its capacity as custodian under the Collateral Agreement

“Encumbrance” means a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person

“Event of Default” means an event of default listed in the Loan Agreement

“Financial Asset” means the Collateral Account, and any and all property (including cash) on deposit therein or credited thereto from time to time

“Loan Agreement” means the loan agreement dated 26 March 2012, and as amended from time to time, and entered into between the Chargor as borrower and the Secured Counterparty as lender

“Local Business Day” shall mean a day (other than a Saturday or a Sunday) on which banks are generally open for business (other than solely for the purposes of settlement or trading in Euro) in Tokyo, New York and London, and which is also a day on which the Custodian is open for business in connection with the Collateral Agreement

“Posted Collateral” has the meaning given to it in the Collateral Agreement

“Receiver” means a receiver or receiver and manager of the whole or any part of the Charged Property

“Required Collateral Value” has the meaning given to it in the Loan Agreement



FILE COPY

**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. 94

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITIES DEED OF CHARGE
DATED 26 MARCH 2012 AND CREATED BY GOLDMAN SACHS
INTERNATIONAL FOR SECURING JPY 12,500,000,000 DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BANK OF TOKYO-
MITSUBISHI UFJ, LTD. 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 30 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 APRIL 2012



Companies House.
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES