

MG01

Particulars of a mortgage or charge

10 8429/13



A fee is payable with this form.

We will not accept this form unless you send the 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

X **What this form is for**
You can use this form to register
particulars of a mortgage or charge
in Scotland or Northern
Ireland



For information, please
contact the
Companies House
at 0300 900 900

1

Company details

Company number 0 2 2 6 3 9 5 1

Company name in full Goldman Sachs International

(the "Chargor")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 21 08 2012

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 A security deed dated 21 August 2012 between the Chargor and Ice Global
Credit CLO Ltd (the "Secured Participant") (the "Deed")

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Chargor has covenanted with the Secured
Participant that it shall on demand of the Secured
Participant discharge all obligations owing to the
Secured Participant by the Chargor under or
pursuant to the Participation Documents, whether
present or future, actual or contingent and the
Chargor shall pay to the Secured Participant when
due and payable every sum at any time owing, due or
incurred by the Chargor to the Secured Participant
in respect of such liabilities provided that
neither such covenant nor the security constituted
by the Deed shall extend to or

(See continuation page - Amount Secured)

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

Continuation page

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

Name Ice Global Credit CLO Ltd as Secured Participant

Address 2nd Floor, Beaux Land House

Mercer Street Lower, Dublin 2, Ireland

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

The Chargor has charged with full title guarantee in favour of the Secured Participant with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to all Financial Assets and all Related Rights

The Chargor has charged with full title guarantee in favour of the Secured Participant with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to the Assigned Account

The Chargor has assigned and agreed to assign absolutely with full title guarantee to the Secured Participant as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to all rights and claims in relation to the Financial Assets and the Related Rights

The Chargor has assigned and agreed to assign absolutely with full title guarantee to the Secured Participant as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to all rights and claims in relation to the Assigned Account

The Agreement contains covenants for further assurance and a negative pledge

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law ("Secured Obligations")

Unless defined elsewhere in this Form MG01, terms have the meaning given to them in the continuation page in Section 6 (*Short particulars of all the property mortgaged or charged*) of this Form MG01 (including such continuation pages)

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>"Assigned Account" means each credit balance from time to time on:</p> <p>(a) the Original Assigned Account, or</p> <p>(b) any account maintained with a Replacement Bank by the Chargor under a Replacement Account Bank Agreement,</p> <p>and the debt or debts represented thereby and all Related Rights</p> <p>"Credit Documentation" has the meaning ascribed thereto in the Participation Agreement</p> <p>"Financial Assets" means the rights of the Chargor to receive payment under the Credit Documentation for each Participated Facility and any proceeds thereof</p> <p>"Original Account Bank" means The Bank of New York Mellon, London Branch, a banking corporation organised pursuant to the laws of the State of New York and operating through its branch in London at One Canada Square, London E14 5AL, United Kingdom</p> <p>"Original Assigned Account" means the account with account number 7162968400 (account name GOLDMAN SACHS PLEDG RE ICE CANY CSH) (and any renewal or redesignation of such account) maintained with the Original Account Bank by the Chargor</p> <p>"Participated Facility" means each facility identified as such in the Participation Agreement</p> <p>"Participation Agreement" means the participation agreement dated on or about the date of the Deed and entered into between the Chargor and the Secured Participant and which is expressed to have the benefit of the Security</p> <p>"Participation Documents" means the Participation Agreement and the Deed</p> <p>"Related Rights" means, in relation to each Financial Asset</p> <p>(a) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(b) any monies and proceeds paid or payable in respect of that asset</p> <p>"Replacement Bank" has the meaning ascribed thereto in Clause 8 6 (Resignation of the Original Account Bank) of the Deed</p> <p>"Replacement Account Bank Agreement" has the meaning ascribed thereto in Clause 8 6 (Resignation of the Original Account Bank) of the Deed</p> <p>"Security" means the security created or expressed to be created in favour of the Secured Participant pursuant to the Deed</p>	

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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 **Faizal Khan (70-40526356)**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 4014**



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

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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

- 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 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 *Clifford Chance*

X

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



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. 111**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 21
AUGUST 2012 AND CREATED BY GOLDMAN SACHS
INTERNATIONAL FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ICE GLOBAL CREDIT
CLO LTD. AS SECURED PARTICIPANT 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 28 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 SEPTEMBER
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES