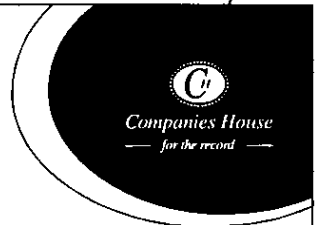


MG01

Particulars of a mortgage or charge

059 885/13



A fee is payable with this form

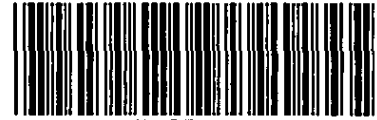
We will not accept this form unless you send the correct fee

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

THURSDAY



L1GEM16A

LD5

30/08/2012

#7

COMPANIES HOUSE

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
1 1 2

→ 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 3 0 8 2 0 1 2

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 Securities Deed of Charge, dated 30 August 2012 (the "Deed") between the Chargor and Mizuho Corporate Bank, Ltd (the "Secured Counterparty") acting with respect to a loan pursuant to a loan agreement, dated 30 August 2012 (the "Loan Agreement") between the Chargor and Goldman, Sachs & Co as borrowers and the Secured Counterparty as lender

4 Amount secured

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

Amount secured 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 and in respect
of the Loan

Continuation page

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

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Particulars of a mortgage or charge

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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 Mizuho Corporate Bank, Ltd ✓

Address 1-3-3, Marunouchi, Chiyoda-ku, Tokyo

Japan

Postcode 1 0 0 - 8 2 1 0

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

Continuation page

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

Short particulars

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

The Deed contains covenants for further assurance and a negative pledge Please refer to Part 1 of the attached continuation sheets headed "Short particulars of all the property mortgaged or charged"

Please refer to Part 2 of the attached continuation sheets headed "Short particulars of all the property mortgaged or charged" for definitions

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>PART 1 - Negative Pledge</p> <p>Pursuant to Clause 4.1 of the Deed, except to the extent the Charged Property is substituted in accordance with Clause 4.4 of the Collateral Agreement, the Chargor undertakes that it shall not, at any time during the subsistence of the Deed, create or permit to subsist any Encumbrance (other than the Security created by the Security Documents) over all or any part of the Charged Property</p> <p>PART 2 - Definitions</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 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</p> <p>"Collateral Agreement" means the collateral agreement dated August 30, 2012, between the Chargor, the Secured Counterparty and the Custodian, for the custody of Eligible Collateral</p> <p>"Custodian" means The Bank of New York Mellon, acting through its London Branch, as custodian under the Collateral Agreement</p> <p>"Eligible Collateral" means the collateral described in Schedule 1 to the Collateral Agreement</p> <p>"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</p> <p>"Financial Assets" means the Collateral Account, and any and all property (including cash) on deposit therein or credited thereto from time to time</p> <p>"Loan" means the percentage of the Loan Amount borrowed by the Chargor pursuant to the Loan Agreement</p> <p>"Loan Amount" means the loans in aggregate principal amount equal to Yen 100,000,000,000 made pursuant to the Loan Agreement</p> <p>"Posted Collateral" means all Eligible Collateral that has been pledged by Chargor to the Secured Counterparty pursuant to the Deed</p> <p>"Receiver" means a receiver or receiver and manager of the whole or any part of the Charged Property</p> | |

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>PART 2 - Definitions (Continued)</p> <p>"Secured Obligations" means all present and future obligations and other liabilities of any nature of the Chargor due, owing or incurred under or in connection with the Loan Agreement to the Secured Counterparty and/or any Receiver (including, without limitation, under any amendments, supplements or restatements, if any, of the Loan Agreement or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon (calculated in accordance with paragraph 6 (Interest) of the Loan Agreement), after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Chargor pursuant to the terms of the Loan Agreement) incurred in connection therewith, and "Secured Obligation" shall be construed accordingly</p> <p>"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, the Posted Collateral and cash on deposit therein then held by the Custodian for the benefit of the Secured Counterparty</p> <p>"Security" means the security created or expressed to be created in favour of the Secured Counterparty pursuant to the Security Documents</p> <p>"Security Documents" means the Deed, the Loan Agreement and any other documents entered into from time to time by the Chargor creating security in favour of the Secured Counterparty as security for the Secured Obligations</p> | |

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Particulars of a mortgage or charge

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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



X

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

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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 Basinghall St

Post town London

County/Region

Postcode EC2V 5EH

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



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. 112**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITIES DEED OF CHARGE
DATED 30 AUGUST 2012 AND CREATED BY GOLDMAN SACHS
INTERNATIONAL FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO MIZUHO CORPORATE
BANK, LTD 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 AUGUST 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 SEPTEMBER
2012**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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