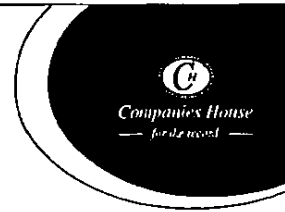


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# MG01

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

MONDAY



LD2 \*L1KKU0CJ\* 29/10/2012 #89  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<b>123</b> 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")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d 1 7 m 1 0 y 2 0 y 1 2	
<b>3</b>	<b>Description</b>	
	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 17 October 2012 (the "Deed") between the Chargor and Asset Funding Company IV Limited (the "Secured Counterparty") acting with respect to advances made pursuant to the Master Loan Agreement.	
<b>4</b>	<b>Amount secured</b>	
	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	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 Master Loan Agreement and in respect of the Advances  For definitions please see the Continuation Sheet for this Part 4 (attached)	

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 Asset Funding Company IV Limited acting with respect to

Address Loan 2012-6

200 West Street, New York USA

Postcode N Y 1 0 2 8 2

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

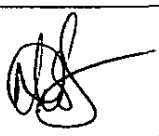
In the Deed, the Chargor has granted in favour of the Secured Counterparty a first ranking charge over all the Chargor's right, title and interest from time to time in the Financial Assets

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 the Continuation Sheet for this Part 6 (attached)

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> 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	Nil	
<b>8</b>	<b>Delivery of instrument</b>  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).	
<b>9</b>  Signature	<b>Signature</b>  Please sign the form here  <div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>X</span> </div> <div style="text-align: center;">  </div> </div> This form must be signed by a person with an interest in the registration of the charge	X

# 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 Colin Girgenti

Company name Cleary Gottlieb Steen & Hamilton LLP

Address City Place House, 55 Basinghall St

Post town London

County/Region Greater London

Postcode E C 2 V 5 E H

Country England

DX

Telephone +44 20 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG01 - continuation page

Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this Form MG01</p> <p>"Advances" means loans made from time to time by the Secured Counterparty to the Chargor in US Dollars in such amount and on such terms as may be mutually agreed</p> <p>"Master Loan Agreement" means the loan agreement relating to Loan 2012-6 and dated 17 October 2012 (as amended from time to time) entered into between the Chargor as borrower and the Secured Counterparty as lender</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>In this Form MG01</p> <p>"Collateral Account" means (i) the collateral account established in respect of the Advances 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 prepared in connection with an Advance</p> <p>"Custodian" means The Bank of New York Mellon, acting through its London Branch, as custodian under the Securities Collateral Agreement</p> <p>"Eligible Securities" means any securities or cash identified as "Eligible Collateral" on Schedule 1 to the Securities Collateral Agreement, as such schedule may be amended from time to time</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>"Securities Schedule" means, as of time of determination, the most recent statement delivered by the Custodian to the Secured Counterparty and/or the Chargor pursuant to clause 5.12 of the Securities Collateral Agreement, which statement identifies the Collateral Account and Eligible Securities on deposit therein then held by the Custodian for the benefit of the Lender</p> <p>"Securities Collateral Agreement" means the Collateral Agreement, dated October 17, 2012, by and among the Borrower, the Lender and the Custodian, in respect of the deposit of Eligible Securities to the custody of the Custodian in connection with this Agreement</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. 123**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITIES DEED OF CHARGE  
DATED 17 OCTOBER 2012 AND CREATED BY GOLDMAN SACHS  
INTERNATIONAL FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE SECURED  
COUNTERPARTY 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 29 OCTOBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 OCTOBER  
2012

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**Companies House**



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