In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

038474/13

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied b court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will scanned and placed on the public record

THURSDAY

COMPANIES HOUSE

L2DC2KBS
LD7 25/07/2013 #62

COMPANIES HOUSE

For official use 1 7 8

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 0 2 2 6 3 9 5 1

Company name in full ✓: Goldman Sachs International

2 Charge creation date

Charge creation date ✓: d 2 d 4 m 0 m 7 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name ✓: Mizuho Bank, Ltd

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

N/A

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

8 Trustee statement [1]

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

[1] This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Sheearman & Sterling (London) LLP on behalf of Mizuho Bank, Ltd X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Ben Burton

Company name Shearman & Sterling (London) LLP

Address Broadgate West

9 Appold Street

Post town London

County/Region LONDON

Postcode E C 2 A 2 A P

Country United Kingdom

DX

Telephone +44 (0)20 7655 5613

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2263951

Charge code. 0226 3951 0178

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013.

Given at Companies House, Cardiff on 29th July 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify that save for material redacted pursuant to s.859G of the Companies Act 2006 the copy instrument delivered as part of this application for registration is a correct copy of the original instrument
Shearman & Sterling (London) LLP

GOLDMAN SACHS INTERNATIONAL – MIZUHO BANK LTD

SECURITIES DEED OF CHARGE

THIS DEED is made on July 24 2013 BETWEEN

(1) GOLDMAN SACHS INTERNATIONAL a private company with unlimited liability under the laws of England and Wales (the Chargor), and

(2) MIZUHO BANK LTD a company under the laws of Japan (the Secured Counterparty)

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1 1 **Definitions**

In this Deed

'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 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 July 24, 2013, between the Chargor, the Secured Counterparty and The Bank of New York Mellon, acting through its London Branch, in its capacity as custodian, for the custody of Eligible 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) 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

Event of Default ' means an event of default listed in Section 20 of the Loan Agreement

Financial Assets ' 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 July 24 2013, and as amended from time to time and entered into between the Chargor and Goldman Sachs & Co as borrowers and the Secured Counterparty as lender

Local Business Day 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

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

'Security' means the security created or expressed to be created in favour of the Secured Counterparty pursuant to the Security Documents

"Security Documents' means this 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

1 2 **Interpretation**

In this Deed

1 2 1 any term used herein shall, unless otherwise defined in this Deed, have the meaning given to it in the Loan Agreement,

1 2 2 any reference in this Deed to the "Secured Counterparty', or the 'Chargor' shall be construed so as to include their and any subsequent successors and permitted assignees and transferees,

1 2 3 any reference to this Deed or any other agreement or document shall be construed as a reference to this Deed or such other agreement or document as amended, novated or supplemented from time to time, and

1 2 4 any reference to a statute shall be construed as a reference to that statute as amended or re-enacted

1 3 **Third Party Rights**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

2 CHARGE OVER FINANCIAL ASSETS

2 1 **Charge**

The Chargor, as beneficial owner, hereby charges in favour of the Secured Counterparty 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 this Deed shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Secured Counterparty

2 2 **Notices of Charge**

The Chargor shall if requested by the Secured Counterparty when an Event of Default is continuing promptly deliver to the Secured Counterparty (or procure delivery of) notices of charge in form and substance reasonably satisfactory to the Secured Counterparty

2 3 **No Assignment**

Nothing in this Deed shall be deemed to constitute or operate as an assignment (legal or equitable) of the Charged Property by the Chargor to the Secured Counterparty

3 FURTHER ASSURANCE

3 1 **Further Assurance**

The Chargor shall promptly do all such acts or execute all such documents as the Secured Counterparty may reasonably specify (and in such form as the Secured Counterparty may reasonably require in favour of the Secured Counterparty or its nominee(s))

3 1 1 to perfect the security created or intended to be created in respect of the Charged Property, including without limitation, to deliver the English Charge with the Form MR01 for registration with the Registrar in accordance with the normal procedure, or for the exercise of the Collateral Rights as is required pursuant to the Loan Agreement,

3 1 2 to create, protect or maintain the security conferred or intended to be conferred on the Secured Counterparty by or pursuant to the Security Documents,

3 1 3 to confer on the Secured Counterparty 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

3 1 4 to facilitate the realisation of the Charged Property

4 CHARGOR'S COVENANTS

4 1 **Negative Pledge**

Except to the extent such 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 this 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

4 2 **Validity of Security**

The execution and delivery of this Deed together with the timely delivery of the same to the Registrar of Companies at Companies House in the United Kingdom creates in favour of the Secured Counterparty a valid first ranking security interest in the Financial Assets

4 3 **No Disposal of Interests**

Except to the extent such Charged Property is substituted in accordance with Clause 4 4 of the Collateral Agreement the Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Deed

4 3 1 execute any transfer or assignment of all or any part of the Charged Property

4 3 2 create any legal or equitable estate or other interest in or over or otherwise relating to all or any part of the Charged Property

4 3 3 assign or otherwise dispose of any interest in any Financial Asset

4 4 **Dealing with Financial Assets**

Except to the extent such Charged Property is substituted in accordance with Clause 4 4 of the Collateral Agreement the Chargor shall not at any time during the subsistence of this Deed without the prior written consent of the Secured Counterparty

4 4 1 sell any Financial Asset, or

4 4 2 factor or discount any of the Financial Assets or enter into any agreement for such factoring or discounting

5 ENFORCEMENT OF SECURITY

5 1 One Local Business Day following the Secured Counterparty giving the Chargor and the Custodian written notice of its intention to notify the Custodian that an Event of Default not being an Event of Default as described in paragraph 20(c) or (d) of the Loan Agreement has occurred and is continuing and has not been remedied or waived in accordance with the terms of the Loan Agreement, the security created by or pursuant to this Deed is immediately enforceable and the Secured Counterparty may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion, provided the relevant Event of Default is still continuing

5 1 1 enforce all or any part of that security (at the times, in the manner and on the terms as prescribed in the Loan Agreement) and collect and get in all or any part of the Charged Property, and

5 1 2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers

5 2 At any time after the occurrence of an Event of Default as described in paragraph 20(c) or (d) of the Loan Agreement as long as such Event of Default is continuing and has not been remedied or waived in accordance with the terms of the Loan Agreement the security created by or pursuant to this Deed is immediately enforceable and the Secured Counterparty may without notice to the Chargor or prior authorisation from any court, in its absolute discretion

5 2 1 enforce all or any part of that security (at the times, in the manner and on the terms as prescribed in the Loan Agreement) and collect and get in all or any part of the Charged Property, and

5 2 2 whether or not it has appointed a Receiver exercise all or any of the powers authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers

6 VARIATION OF THE LAW OF PROPERTY ACT 1925

The restrictions contained in Section 93 of the Law of Property Act 1925 shall not apply to this Deed or to the exercise by the Secured Counterparty of its right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time which power may be exercised by the

Secured Counterparty without notice to the Chargor on or at any time after the occurrence of an Event of Default (which is continuing)

7 APPOINTMENT OF RECEIVER

7 1 **Appointment and Removal**

7 1 1 One Local Business Day following the Secured Counterparty giving the Chargor and the Custodian written notice of its intention to notify the Custodian that an Event of Default not being an Event of Default as described in paragraph 20(c) or (d) of the Loan Agreement has occurred and is continuing and has not been remedied or waived in accordance with the terms of the Loan Agreement, or if requested to do so by the Chargor, and if the relevant Event of Default is still continuing the Secured Counterparty may by deed or otherwise, without prior notice to the Chargor

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property

(b) remove (so far as it is lawfully able) any Receiver so appointed and

(c) appoint another person(s) as an additional or replacement Receiver(s)

7 1 2 After the occurrence of an Event of Default as described in paragraph 20(c) or (d) of the Loan Agreement, as long as such Event of Default is continuing and has not been remedied or waived in accordance with the terms of the Loan Agreement or if requested to do so by the Chargor, and if the relevant Event of Default is still continuing the Secured Counterparty may by deed or otherwise without prior notice to the Chargor

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property

(b) remove (so far as it is lawfully able) any Receiver so appointed and

(c) appoint another person(s) as an additional or replacement Receiver(s)

7 2 **Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 7 1 (Appointment and Removal) shall be

7 2 1 entitled to act individually or together with any other person appointed or substituted as Receiver,

7 2 2 deemed for all purposes to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Secured Counterparty and

7 2 3 entitled to remuneration for his services at a rate to be fixed by the Secured Counterparty from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

7 3 **Statutory Powers of Appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Secured Counterparty under the Law of Property Act 1925 (as extended by this Deed) or

otherwise and such powers shall remain exercisable from time to time by the Secured Counterparty in respect of any part of the Charged Property

8 POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise in relation to the Charged Property (and any assets of the Chargor which when got in would be Charged Property) in respect of which he was appointed and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and in each case at the cost of the Chargor)

8 1 1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,

8 1 2 all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver)

8 1 3 all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do, and

8 1 4 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including the collecting in and realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Property

9 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Secured Counterparty or any Receiver shall be bound to inquire whether the right of the Secured Counterparty or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Secured Counterparty or such Receiver in such dealings

10 POWER OF ATTORNEY

10 1 **Appointment and Powers**

The Chargor by way of security irrevocably appoints the Secured Counterparty and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

10 1 1 carrying out at any time after the occurrence of an Event of Default which is continuing any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges or other security) and

10 1 2 enabling the Secured Counterparty and any Receiver to exercise, or delegate the exercise of any of the rights powers and authorities conferred on them by or pursuant to this Deed or by law (including after the occurrence of an Event of Default which is continuing the exercise of any right of a legal or beneficial owner of the Charged Property)

10 2 **Ratification**

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

11 APPLICATION OF PROCEEDS

11 1 Order of Application

All moneys from time to time received or recovered by the Secured Counterparty in connection with the realisation or enforcement of all or any part of the Security shall be applied at such times as the Secured Counterparty sees fit to the extent permitted by applicable law (subject to the provisions of this Clause 11)

11 1 1 in payment to itself for application towards the discharge of the Secured Obligations in accordance with the terms and conditions of the Loan Agreement

11 1 2 in payment to any person to whom the Secured Counterparty is obliged to pay in priority to the Chargor and

11 1 3 the balance, if any, in payment to the Chargor

11 2 Investment of Proceeds

Prior to the application of the proceeds of the Security in accordance with Clause 11 1 (Order of Application) the Secured Counterparty may, at its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Secured Counterparty with such financial institution as it may direct and for so long as the Secured Counterparty shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies at the Secured Counterparty's discretion in accordance with the provisions of this Clause 11

11 3 Currency Conversion

For the purpose of or pending the discharge of any of the Secured Obligations the Secured Counterparty may convert any moneys received or recovered by the Secured Counterparty from one currency to another, at the spot rate at which the Secured Counterparty is able to purchase the currency in which the Secured Obligations are due with the amount received The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion

11 4 Sums received by the Chargor

If, following the commencement of any enforcement action by the Secured Counterparty pursuant to Clause 4 4 (Enforcement of Security), the Chargor receives any sum which, pursuant to the Loan Agreement should have been paid to the Secured Counterparty that sum shall be held by the Chargor on trust for the Secured Counterparty and shall promptly be paid to the Secured Counterparty for application in accordance with this Clause

11 5 Trust

For the avoidance of doubt proceeds of enforcement held by or on behalf of the Secured Counterparty will be held by it on trust for the Chargor to the extent of its entitlement thereto under Clause 11 1 hereof (Order of Application) it being agreed by the Chargor that its entitlement to receive any such proceeds is subject to the prior discharge in full of the Secured Obligations in accordance with the terms and conditions of the Loan Agreement

12 CHANGE OF PARTY

Neither the Chargor nor the Secured Counterparty may assign all or any of its rights or transfer any of its obligations under the Security Documents except (i) as expressly contemplated by this Deed the Loan

Agreement or as may be required by law or (ii) in the case of the Secured Counterparty to any such assignee as the Secured Counterparty has assigned its rights and obligations under the Loan Agreement pursuant to Section 28 of the Loan Agreement

13 DELEGATION

Any Receiver may, at any time delegate by power of attorney or otherwise to any person for any period all or any of the rights powers and discretions vested in it by the Security Documents (including the power of attorney set out in Clause 10 (Power of Attorney) of this Deed) (such person a Delegate) and such delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to such restrictions as the Secured Counterparty or any such Receiver may think fit in the interest of the Secured Counterparty and any such Receiver shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate

14 FEES AND EXPENSES

14 1 **Enforcement Expenses**

The Chargor shall, from time to time on demand of the Secured Counterparty, reimburse the Secured Counterparty on a full indemnity basis for all costs and expenses (including legal fees and any applicable VAT) incurred by the Secured Counterparty and any Receiver and/or Delegate in connection with the exercise, preservation and/or enforcement of any of the rights, powers and remedies of the Secured Counterparty, of the Security and any proceedings instituted by or against the Secured Counterparty as a consequence of taking or holding the Security or of enforcing those rights powers and remedies

14 2 **Interest on Demand**

If the Chargor fails to pay any sum due under this Clause 14 (Fees and Expenses) on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from and including the date of demand until (but excluding) the date of payment calculated on a daily basis at the rate of two per cent per annum over the rate at which the Secured Counterparty was being offered, by prime banks in the London interbank market, deposits in an amount comparable to such sums in the currency or currencies thereof for such period(s) as the Secured Counterparty may from time to time select

15 INDEMNITIES

15 1 **Chargor's Indemnity**

The Chargor shall indemnify every Receiver and Delegate against all costs claims, losses, expenses (including legal fees) and liabilities (together with any applicable VAT) whether or not reasonably foreseeable, incurred by any of them in relation to or arising out of (a) any failure by the Chargor to comply with obligations under Clause 14 (Fees and Expenses), (b) the taking, holding protection or enforcement of the Security (c) the exercise of any of the rights powers, and discretions vested in any of them by this Deed or by law (d) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed and (e) which otherwise relate to any of the Security or the performance of the terms of the Security Documents (otherwise than as a result of its gross negligence fraud or wilful misconduct)

15 2 **Currency Indemnity**

If any sum (a Sum) owing by the Chargor under any Security Document or any order or judgment given or made in relation to any Security Document has to be converted from the currency (the First Currency) in which such Sum is payable into another currency (the Second Currency) for the purpose of

15 2 1 making or filing a claim or proof against the Chargor

15 2 2 obtaining an order or judgment in any court or other tribunal

15 2 3 enforcing any order or judgment given or made in relation to a Security Document or

15 2 4 applying the Sum in satisfaction of any of the Secured Obligations

the Chargor shall indemnify the Secured Counterparty and every Receiver and Delegate from and against any loss suffered or incurred as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Secured Counterparty at the time of such receipt of such Sum

16 AMENDMENTS AND RELEASES

16 1 Amendments

No variation or amendment of this Deed shall be effective unless expressed in writing and signed by or on behalf of each of the parties to this Deed

16 2 Amendments to the Loan Agreement

Nothing in this Deed shall prevent the parties to the Loan Agreement from amending the terms of, waiving the requirements of, or granting consents under, the Loan Agreement in accordance with the terms thereof

16 3 Releases on Disposal

Upon a disposal of any of the Charged Property pursuant to the enforcement of the Security by a Receiver or the Secured Counterparty, the Secured Counterparty shall (at the cost of the Chargor) release that property from the Security

16 4 Redemption of Security

Upon the Secured Obligations being discharged in full and if the Loan Agreement has been terminated, the Security shall be released and this Deed shall terminate and cease to be binding on the Chargor

17 REMEDIES AND WAIVERS PARTIAL INVALIDITY

17 1 Remedies and Waivers

No failure to exercise or any delay in exercising, on the part of the Secured Counterparty, any right or remedy under this Deed and the Collateral Rights under this Deed shall operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy

17 2 Partial Invalidity

If at any time any provision of this Deed is or becomes illegal invalid or unenforceable in any respect under the law of any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby

18 NOTICES

18 1 **Communications in Writing**

Each communication to be made under this Deed shall be made in writing and unless otherwise stated shall be made by fax electronic mail or letter

18 2 **Delivery**

Any communication or document to be made or delivered by one person to another pursuant to this Deed shall (unless that other person has by fifteen days notice to the Secured Counterparty (or in the case of the Secured Counterparty, to the Chargor) specified another number or address) be made to such other person in accordance with Section 21 of the Loan Agreement, provided that any communication or document to be made or delivered to the Secured Counterparty or the Custodian shall be effective only when received by it and then only if it is expressly marked for the attention of the department or officer identified with the relevant party's signature below (or such other department or officer as the relevant party shall from time to time specify for this purpose)

18 3 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is made by the Secured Counterparty in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation administration or otherwise, without limitation

18 3 1 the liability of the Chargor will continue or be reinstated as if the release arrangement, discharge, settlement, avoidance or reduction had not occurred,

18 3 2 the Secured Counterparty shall be entitled to recover the value or amount of that release, arrangement, discharge, Security or settlement from the Chargor, as if the payment, discharge settlement avoidance or reduction had not occurred together with any other cost, loss, expense or liability incurred by such Secured Counterparty as a result of such avoidance or discharge, and

18 3 3 the Chargor shall on demand indemnify the Lender and the Custodian against any funding or other cost, loss liability or expense incurred by the Lender and the Custodian as a result of the Lender and the Custodian being required for any reason to refund all or part of any amount received by it in respect of any of the Secured Obligations

19 COUNTERPARTS

This Deed may be executed in any number of counterparts each of which is an original and all of which together evidence the same agreement

20 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law

21 JURISDICTION

21 1 **English Courts**

The courts of England have exclusive jurisdiction to settle any disputes (a Dispute) arising out of or connected with this Deed (including a dispute regarding the existence validity or termination of this Deed or the consequences of its nullity)

21 2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and accordingly that they will not argue to the contrary

21 3 **Exclusive Jurisdiction**

This Clause 21 is for the benefit of the Secured Counterparty only As a result and notwithstanding Clause 21 1 (English Courts) and Clause 21 2 (Convenient Forum), it does not prevent the Secured Counterparty from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law the Secured Counterparty may take concurrent proceedings in any number of jurisdictions

THIS DEED has been signed on behalf of and executed as a deed by the Chargor and is delivered by it on the date specified above

SIGNATURES

GOLDMAN SACHS INTERNATIONAL, in its capacity as Chargor hereunder

EXECUTED AS A DEED and THE COMMON SEAL of GOLDMAN SACHS INTERNATIONAL was duly affixed and signed by either two Directors, two Managing Directors or a Director/ Managing Director and a Secretary duly authorised by and pursuant to the resolution of the Board of Directors of Goldman Sachs International dated 29 March 2011 on this 24th day of July 2013

By [redacted]

Name

Title Authorised Signatory
David Bicarregui

By [redacted]

Name Andreas Philipp

Title MD

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MIZUHO BANK, LTD in its capacity as the Secured Counterparty hereunder

Acting by its duly authorised signatory

By

東京都千代田区丸の内一丁目3番3号
株式会社みずほ銀行
代表取締役 佐藤康博