

060267 | 13

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

MR01

Particulars of a charge



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
an instrument. Use form MR08

For further information, please
refer to our guidance at

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 by a
court order extending the time for delivery



L2HAN8N6
LD3 20/09/2013 #65
COMPANIES HOUSE

☒ You must enclose a certified copy of the instrument with this form. It will be
scanned and placed on the public record

FRIDAY

1 Company details

Company number 0 2 2 6 3 9 5 1

Company name in full Goldman Sachs International

186 For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 9 m 0 9 y 2 0 1 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 The Bank of New York Mellon, London Branch (in its capacity as
trustee)

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

MR01

Particulars of a 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

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**

MR01

Particulars of a charge

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

Clay Gottlieb Steen & Hamilton LLP

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 Allison Hibbert

Company name Cleary Gottlieb Steen & Hamilton LLP

Address City Place House

55 Basinghall St

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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2263951

Charge code: 0226 3951 0186

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2013 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2013

P

Given at Companies House, Cardiff on 24th September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

GUARANTEED SENIOR SECURED NOTES PROGRAMME
issued by
GOLDMAN SACHS INTERNATIONAL
SERIES 2013-24 SENIOR SECURED FIXED RATE NOTES, DUE
SEPTEMBER 19, 2014 ("SERIES 2013-24")

DEED OF CHARGE

THIS DEED is made on September 19, 2013, 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 NEW YORK MELLON, acting through its London Branch in its capacity as trustee pursuant to the Indenture (for itself and for the benefit of the holders of the notes of Series 2013-24 pursuant to the Indenture) (the "Chargee")

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 Rights" means all rights, powers and remedies of the Chargee provided by or pursuant to the Security Documents or by law

"Custodial Account" means the custodial account(s) established in respect solely of Series 2013-24, details of which are set out in Schedule 1, established pursuant to the GSI Securities Agreement and maintained by the Custodian on behalf of the Chargor for the deposit of Eligible Securities in connection with such Series 2013-24

"Custodian" means The Bank of New York Mellon, acting through its London Branch, acting pursuant to the GSI Securities Agreement

"Eligible Securities" means Securities and Cash of a type or currency listed under "Other Information—*Details of Collateral*" in the Final Terms of Series 2013-24 dated September 19, 2013, as may be amended from time to time in accordance with the GSI Securities 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 the Indenture

"Financial Asset" means the Custodial Account, and any Eligible Securities on deposit therein or credited thereto, from time to time

WE HEREBY CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT

Clay Gottlieb Steen & Hamilton LLP
19/09/2013

"GSI Securities Agreement" means the global custody agreement dated November 17, 2008, and entered into between the Chargor and Custodian, in respect of the establishment of custodial accounts for the deposit and custody of Securities and Cash

"Indenture" means the indenture dated as of February 12, 2009 (as amended and restated, supplemented or otherwise modified from time to time), and entered into between the Chargor as issuer, Goldman Sachs Ireland Finance Limited (formerly known as Goldman Sachs Bank (Europe) Plc) and the Chargee, as the trustee

"Notice of Exclusive Control" means a written notice, in the form substantially as set out in Schedule 2 attached hereto, delivered pursuant to the GSI Securities Agreement given by the Chargee to the Custodian that it is exercising its sole and exclusive control of the Charged Assets and which sets out the Chargee's address and contact details and a written instruction to the Custodian to transfer the Charged Assets to the Trustee Custody Account (such term as defined in the Indenture) in respect solely of Series 2013-24

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

"Secured Obligations" means all monies, debts and liabilities which may at any time be or become due, owing or incurred, actually or contingently, by the Chargor, pursuant to the terms of the Indenture, to the Chargee, in all cases with respect solely to Series 2013-24

"Security" means the security created or expressed to be created in favour of the Chargee pursuant to the Security Documents

"Security Documents" means this Deed, the Indenture, and any other documents entered into from time to time by the Chargor creating security in favour of the Chargee as security for the Secured Obligations

"Series 2013-24" means the Series 2013-24 senior secured notes issued by the Chargor pursuant to the Indenture

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 GSI Securities Agreement,
- 1 2 2 any reference in this Deed to the "Chargee", 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 Chargee 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 Chargee.

2.2 Exceptions to the Security

The security created pursuant to this Clause 2 shall 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.

2.3 Notices of Charge

The Chargor shall if requested by the Chargee when an Event of Default has occurred and is continuing promptly deliver to the Chargee (or procure delivery of) the duly executed Notice of Charge and Form of Consent substantially in the form set out in Schedules 3 and 4 of the GSI Securities Agreement.

2.4 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 Chargee.

3 FURTHER ASSURANCE

3.1 Further Assurance

The Chargor shall promptly do all such acts or execute all such documents as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee 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,

3.1.2 to create, protect or maintain the security conferred or intended to be conferred on the Chargee by or pursuant to the Security Documents,

3.1.3 to confer on the Chargee 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

Subject to Clause 4.5 (Further Transactions), 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 the Companies House of England and Wales creates in favour of the Chargee a valid first ranking security interest in the Financial Assets

4.3 No Disposal of Interests

Subject to Clause 4.5 (Further Transactions), 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

Subject to Clause 4.5 (Further Transactions), the Chargor shall not at any time during the subsistence of this Deed, without the prior written consent of the Chargee

- 4.4.1 deal with any Financial Asset except by getting in and realising it in the ordinary and usual course of the Chargor's business, or
- 4.4.2 factor or discount any of the Financial Assets or enter into any agreement for such factoring or discounting

4.5 Further Transactions

- 4.5.1 Notwithstanding the provisions of Clauses 4.1 (Negative Pledge), 4.3 (No Disposal of Interests) and 4.4 (Dealing with Financial Assets), the Chargor may at any time on any day an Event of Default is not continuing deal with, grant an Encumbrance over, or dispose of any Financial Asset in the manner described in Clauses 4.1 (Negative Pledge), 4.3 (No Disposal of Interests) and 4.4 (Dealing with Financial Assets), provided that in any case, after giving effect to such Encumbrance, disposal or dealing, and any additions to the Eligible Securities made at the close of business on such day, the Chargor may substitute Eligible Securities constituting Charged Assets with new Eligible Securities (in such case, "Equivalent Securities") into the Custodial Account, provided that such the Equivalent Securities, taken together with any Eligible Securities constituting Charged Assets not so substituted held in the Custodial Account, meet the requirements of Section 6.14 of the Indenture
- 4.5.2 Any Financial Asset made the subject of an Encumbrance, or dealt with or disposed of pursuant to Clause 4.5.1, shall automatically be released from the charge created hereby

5 ENFORCEMENT OF SECURITY

At any time after the occurrence of an Event of Default (as long as it is continuing and has not been remedied or waived in accordance with the terms of the Indenture) the security created by or pursuant to this Deed is enforceable, and the Chargee may, only following the delivery of a Notice of Exclusive Control to the Custodian pursuant to the GSI Securities Agreement (in a form substantially set out at Schedule 2 attached hereto), and in compliance with the requirements of Articles V and VI, and Section 9.2 of the Indenture, but otherwise without prior authorisation from any court, in its absolute discretion

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 Indenture) and collect and get in all or any part of the Charged Property, in accordance with Section 9.2 and Article V of the Indenture, 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

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 Chargee 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 Chargee 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

After the occurrence of an Event of Default which is continuing, or if requested to do so by the Chargor, the Chargee may by deed or otherwise, without prior notice to the Chargor

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

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

7.1.3 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 Chargee, and

7.2.3 entitled to remuneration for his services at a rate to be fixed by the Chargee 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 Chargee under the Law of Property Act 1925 or otherwise and such powers shall remain exercisable from time to time by the Chargee 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 Chargee or any Receiver shall be bound to inquire whether the right of the Chargee 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 Chargee or such Receiver in such dealings

10 POWER OF ATTORNEY

10 1 Appointment and Powers

The Chargor by way of security irrevocably appoints the Chargee 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 Chargee 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 Chargee in connection with the realisation or enforcement of all or any part of the Security shall be applied at such times as the Chargee sees fit, at all times

in accordance with the Indenture, and 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 Indenture,

11.1.2 in payment to any person to whom the Chargee 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 Chargee 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 Chargee with such financial institution as it may direct and for so long as the Chargee shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies at the Chargee'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 Chargee may convert any moneys received or recovered by the Chargee from one currency to another, at the spot rate at which the Chargee 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 Chargee pursuant to Clause 5 (Enforcement of Security), the Chargor receives any sum which, pursuant to the Indenture, should have been paid to the Chargee, that sum shall be held by the Chargor on trust for the Chargee and shall promptly be paid to the Chargee for application in accordance with this Clause

12 CHANGE OF PARTY

Neither the Chargor nor the Chargee may assign all or any of its rights or transfer any of its obligations under the Security Documents except as expressly contemplated by this Deed, the Indenture, or as may be required by law

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 Chargee or any such Receiver may think fit in the interest of the Chargee 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 Chargee, reimburse the Chargee on a full indemnity basis for all costs and expenses (including legal fees and any applicable VAT) incurred by the Chargee 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 Chargee, of the Security and any proceedings instituted by or against the Chargee 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 the date of demand until the date of payment calculated on a daily basis at the rate of two per cent per annum over the rate at which the Chargee 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 Chargee 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 Chargee 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 Chargee 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 Indenture

Nothing in this Deed shall prevent the parties to the Indenture from amending the terms of, waiving the requirements of, or granting consents under, the Indenture 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 Chargee, the Chargee 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 Indenture 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 Chargee, 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 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 Chargee (or, in the case of the Chargee, to the Chargor) specified another number or address) be made to such other person in accordance with Section 10.1 of the Indenture, provided that any communication or document to be made or delivered to the Chargee 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 Chargee's signature below (or such other department or officer as the Chargee shall from time to time specify for this purpose)

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 Chargee only. As a result and notwithstanding Clause 21 1 (English Courts) and Clause 21 2 (Convenient Forum), the Chargee may take proceedings relating to a Dispute in any other courts with jurisdiction

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

[signatures follow]

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 19th day of September 2013

By

[Redacted Signature]

Name
Managing Director

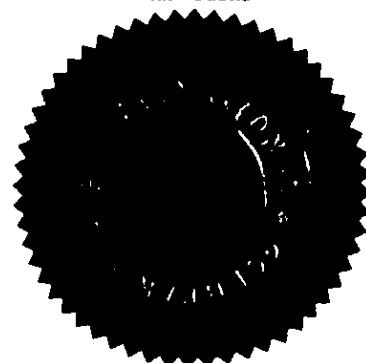
Mathew McDermott
Managing Director

By

[Redacted Signature]

Name
Managing Director / Secretary

ANDREW PHILIPP
MANAGING DIRECTOR



THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH, in its capacity as Trustee pursuant to the Indenture, and as Chargee hereunder

Acting by its duly authorised signatory

Signed by

Name

Title

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 19th day of September 2013

By _____
Name
Managing Director

By: _____
Name
Managing Director / Secretary

THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH, in its capacity as Trustee pursuant to the Indenture, and as Chargee hereunder

Acting by its duly authorised signatory:

Signed by
Name
Title



Hayley Morrissey
Authorised Signatory

SCHEDULE 1
DETAILS OF CUSTODIAL ACCOUNT

Custodial Account in respect solely of Series 2013-24, established pursuant to the GSI Securities Agreement,
with the Custodian, with account number [REDACTED]

SCHEDULE 2
FORM OF NOTICE OF EXCLUSIVE CONTROL

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(in its capacity as Trustee and Chargee)
One Canada Square, London, E14 5AL

"NOTICE OF EXCLUSIVE CONTROL"
(Series 2013-24)

To The Bank of New York Mellon, London Branch
 (in its capacity as Custodian)
 One Canada Square
 London
 E14 5AL

Cc Goldman Sachs International
 (in its capacity as Chargor)
 Peterborough Court
 133 Fleet Street
 London
 EC4A 2BB

Date [•]

Dear Sirs,

We, The Bank of New York Mellon, acting through our London Branch, in our capacity as trustee and chargee (the "Trustee") and hereafter, the "Chargee") pursuant to an indenture entered into between Goldman Sachs International (the "Chargor"), Goldman Sachs Ireland Finance Limited (formerly known as Goldman Sachs Bank (Europe) Plc) and the Chargee dated as of 12 February 2009 (as amended and restated, supplemented or otherwise modified from time to time) (the "Indenture"), hereby deliver this letter to you, The Bank of New York Mellon, acting through your London Branch, in your capacity as custodian (the "Custodian") pursuant to a global securities custody agreement entered into between the Custodian and the Chargor, dated 17 November 2008 (the "GSI Securities Agreement")

This letter constitutes a "Notice of Exclusive Control" as set out in the form of consent of the Custodian dated September 19, 2013 in connection solely with Series 2013-24 of the Indenture (the "Consent of Custodian") delivered pursuant to 8 5(b) of the GSI Securities Agreement and for the purposes of Section 9 2 of the Indenture. Terms used in this letter but not otherwise defined herein shall have the same meanings as in the Consent of Custodian.

We, the Chargee confirm that, pursuant to the Indenture, an event of default has occurred and is continuing, in connection with Series 2013-24, and accordingly, we, the Chargee, hereby give notice to you, the Custodian, pursuant to the Security Interest created in favour of the Chargee for itself and for the benefit of noteholders solely in respect of Series 2013-24 over the Charged Assets (being the Segregated Accounts (Series 2013-24) and the Securities and Cash credited to or on deposit therein, reference details of which are attached hereto at Schedule A), that the Chargee is herewith exercising its sole and exclusive control of the Charged Assets, in accordance with the rights available to it pursuant to the GSI Securities Agreement and Section 9 2 and Article V of the Indenture.

We, the Chargee, accordingly hereby instruct you, the Custodian, by way of Written Instructions, and with a copy to and due authority of the Chargor, to transfer the Charged Assets to the Trustee Custody Account (as defined in the Indenture) established in respect solely of Series 2013-24, on account of the Chargee, details of which are attached hereto at Schedule B, pursuant to Section 9 2 of the Indenture.

For the purposes of this letter and the Consent of Custodian, the Chargee's notice details are as follows:

The Bank of New York Mellon, London Branch
(in its capacity as Trustee and Chargee, in connection solely with Series 2013-24)

One Canada Square
London
E14 5AL
Facsimile +44 20 7962 2509
Attention Trustee Administration Manager

We, the Chargee, confirm that by this Notice of Exclusive Control, the Chargee agrees to be bound by the terms of the Consent of Custodian and confirm that the Chargee is entitled and authorised to provide this Notice of Exclusive of Control under the arrangement the Chargee has with the Chargor (including, but not limited to, under the Indenture)

This Notice of Exclusive Control, and any and all non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law

Yours faithfully,

For and on behalf of
THE BANK OF NEW YORK MELLON, LONDON BRANCH, in its capacity as Trustee and Chargee

SCHEDULE A
REFERENCE DETAILS OF CHARGED ASSETS

Segregated Accounts (Series 2013-24), being the custodial accounts established pursuant to the GSI Securities Agreement in connection solely with Series 2013-24 pursuant to the Indenture, with **The Bank of New York Mellon, London Branch (in its capacity as Custodian)**, with account number [REDACTED] and any and all Securities and Cash, comprising Eligible Securities in respect of such Series, on deposit therein from time to time

SCHEDULE B
DETAILS OF TRUSTEE CUSTODY ACCOUNT

Trustee Custody Account established in connection solely with respect to Series 2013-24 pursuant to the Indenture, maintained with **The Bank of New York Mellon, London Branch (in its capacity as Securities Intermediary, on behalf of the Trustee)**, with account number [REDACTED]