

MG01

Particulars of a mortgage or charge

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A fee is payable with this form.

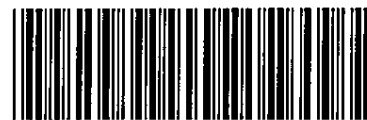
We will not accept this form unless you send the correct fee.

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

MONDAY



LYXNVEMY

LD3

02/11/2009

87

COMPANIES HOUSE

COMPANIES HOUSE

1 Company details

Company number 0 2 2 6 3 9 5 1

Company name in full Goldman Sachs International (the "Chargor")

40 For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation d 1 d 9 m 1 m 0 y 2 y 0 y 0 y 9

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

Supplemental deed dated October 19, 2009 (the "Supplemental Deed") between the Chargor and The Bank of New York Mellon (the "Pledgee Representative"), amending and restating a deed of charge dated June 17, 2009 as set out in the schedule to the Supplemental Deed (such deed of charge, as amended and restated, the "Deed").

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 Pledgee Representative to secure the obligations of the Chargor to the Pledgee Representative under the Security Agreement and, to the extent the Chargor has agreed that the obligations of the Chargor to a Funding Counterparty under a Funding Agreement constitute "Secured Obligations" under the Security Agreement, such obligations (the "Secured Obligations").

For definitions please see the Continuation Sheet for this Part 4 (attached).

Continuation page

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

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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.

Name	The Bank of New York Mellon (for itself and for the benefit of the
Address	Funding Counterparties, as described in Part 6 of this Form MG01) 101 Barclay Street, 4 East, New York, New York 10286
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/> <input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

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.

Short particulars

In the Deed, in addition to the security interests granted pursuant to the Security Agreement, the Chargor charged in favour of the Pledgee Representative for itself and, in the proportion and to the extent set out in the Deed, for the benefit of each applicable Funding Counterparty with the payment and discharge of the Secured Obligations, by way of first ranking charge all of the Chargor's right, title and interest in each Eligible Derivatives Agreement, including, to the extent any required consent from the provider of such Credit Enhancement has been obtained, all Credit Enhancement related thereto (the "Derivatives Collateral"), subject to Clause 4.2 of the Deed and other than the Chargor's right to determine the value of such Derivatives Collateral. The charge granted to the Pledgee Representative for the benefit of a Funding Counterparty in any Derivatives Collateral shall equal such Funding Counterparty's DR Allocation Proportion of such Derivatives Collateral, provided that the interest in any Credit Enhancement of a Funding Counterparty that has not been granted a Priority Interest in such Credit Enhancement shall be subordinate, pursuant to Clause 5.2 of the Deed, to the interest therein of other Funding Counterparties that have been granted a Priority Interest with respect thereto.

Clause 4.2 of the Deed provides that, notwithstanding anything to the contrary in the Deed, including upon and during any Enforcement Event, the Chargor may at any time, to the extent permitted in any Eligible Derivatives Agreement or in the applicable documents relating to any Specified Credit Enhancement, deal with, grant an Encumbrance over, or otherwise use any Credit Enhancement provided by or on behalf of a Derivatives Counterparty to secure such Derivatives Counterparty's obligations under such Eligible Derivatives Agreement. Prior to the occurrence and continuation of an Enforcement Event with respect to a Funding Agreement with a Funding Counterparty, the Chargor may dispose of any Credit Enhancement supporting or securing an Eligible Derivatives Agreement to which such Funding Counterparty's DR Allocation relates upon a Derivatives Counterparty Default for such Eligible Derivatives Agreement, but may not dispose of such Credit Enhancement upon such Derivatives Counterparty Default for

Continued on the Continuation Sheets for this Part 6 (attached).

Continuation page

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

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<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
<p>Commission allowance or discount</p>	<p>None</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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 866).</p> <p>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 870). 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).</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here.</p> <p>Signature</p> <p>X <i>Nalini Puri</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Allison Hibbert

Company name Cleary Gottlieb Steen & Hamilton LLP

Address City Place House

55 Basinghall Street

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	Amount secured	Please give us details of the amount secured by the mortgage or charge.
Amount secured	<p>In this Form MG01:</p> <p>"Counterparty Schedule" means the most recent schedule delivered to the Pledgee Representative by the Chargor pursuant to Section 7.1 of the Security Agreement identifying the Funding Counterparties and containing the name, address and other contact information of each Funding Counterparty.</p> <p>"Funding Agreement" means the loan agreements, ISDA Master Agreements and related confirmations, other master agreements for derivatives transactions and related confirmations, guarantees and other agreements (along with all annexes, collateral arrangements, appendices and exhibits thereto), as amended, supplemented, restated or otherwise modified from time to time, that the Chargor has entered into and may in the future enter into with, and the notes, together with the supplemental documents thereto, that the Chargor has issued to, the Funding Counterparties.</p> <p>"Funding Counterparty" means each counterparty to, investor in, or guarantee beneficiary of the Funding Agreements as identified from time to time by the Chargor to the Pledgee Representative on a Counterparty Schedule, which may include affiliates of the Chargor.</p> <p>"Security Agreement" means the New York law governed security agreement entered into between the Chargor and the Pledgee Representative on or about the date of the Deed, as amended, novated or supplemented from time to time.</p>	

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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>so long as an Enforcement Event with respect to such Funding Agreement has occurred and is continuing.</p> <p>Clause 5.2 of the Deed provides that each Funding Counterparty, by its acceptance of the benefits of the Security Documents, agrees that its rights pursuant to the Deed in any Specified Credit Enhancement and the related Specified Credit Enhancement Proceeds, to the extent that such Funding Counterparty does not have a Priority Interest to which such Specified Credit Enhancement relates, are subordinate to the rights of each other Funding Counterparty, if any, having a Priority Interest with respect thereto and agrees not to take any action inconsistent with the prior rights of the Funding Counterparties having a Priority Interest in such Specified Credit Enhancement.</p> <p>The Deed contains covenants for further assurance.</p> <p>In this Form MG01:</p> <p>"Allocation Day" means each Business Day on which the Chargor has agreed to provide security to a Funding Counterparty or make changes with respect to security previously provided.</p> <p>"Business Day" means a day other than a Saturday or a Sunday or a day on which banking institutions or trust companies in the State of New York and London are obligated or authorised by law to close.</p> <p>"Calculation Statement" means, for any Eligible Derivatives Agreement, the document or statement provided by the Derivatives Counterparty to such Eligible Derivatives Agreement to the Chargor, or the Pledgee Representative, following a default under or termination of such Eligible Derivatives Agreement, indicating the amount of the termination payment payable under such Eligible Derivatives Agreement as calculated by such Derivatives Counterparty.</p> <p>"Calculation Statement Amount" means, for any Calculation Statement, the amount of the termination payment indicated on such Calculation Statement as being payable by the Derivatives Counterparty providing such Calculation Statement.</p> <p>"Collateral Confirmation" means, with respect to a Funding Counterparty, a document delivered by the Chargor from time to time to the Pledgee Representative pursuant to the terms of the Security Agreement that sets forth certain information relating to the Security, including such Funding Counterparty's DR Allocations, and for each DR Allocation, an indication, if applicable, of any Specified Credit Enhancement for the related Eligible Derivatives Agreement and whether such Funding Counterparty is entitled to a Priority Interest in the Specified Credit Enhancement Proceeds from each such Specified Credit Enhancement.</p> <p>"Credit Enhancement" means, for any Eligible Derivatives Agreement that is Derivatives Collateral, all of the credit support or collateral, including letters of credit, provided by the related Derivatives Counterparty or any third party to secure or guarantee such Derivatives Counterparty's obligations under such Eligible Derivatives Agreement.</p> <p>(Continued on next Continuation Sheet.)</p>

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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>"Derivatives Counterparty" means, with respect to an Eligible Derivatives Agreement, the party to such agreement that is not the Chargor.</p> <p>"Derivatives Counterparty Default" means, with respect to an Eligible Derivatives Agreement, the failure of the related Derivatives Counterparty (i) to perform any of its obligations upon the occurrence of an "Early Termination Date", if any, thereunder or (ii) to make any payments due upon the maturity of the final transaction thereunder.</p> <p>"DR Allocation" means, with respect to a Funding Counterparty and an Eligible Derivatives Agreement on an Allocation Day, the "Derivative Receivables Amount" in U.S. Dollars attributed to such Eligible Derivatives Agreement with respect to such Funding Counterparty as specified in the Collateral Confirmation with respect to such Funding Counterparty for such Allocation Day.</p> <p>"DR Allocation Proportion" means, with respect to a Funding Counterparty and an Eligible Derivatives Agreement on an Allocation Day, such Funding Counterparty's DR Allocation relating to such Eligible Derivatives Agreement divided by the Total Value of such Eligible Derivatives Agreement, expressed as a percentage; provided that, if the Total Allocation on such Allocation Day for such Eligible Derivatives Agreement exceeds the Total Value of such Eligible Derivatives Agreement, the DR Allocation Proportion shall mean such Funding Counterparty's DR Allocation relating to such Eligible Derivatives Agreement divided by such Total Allocation, expressed as a percentage.</p> <p>"Eligible Derivatives Agreement" means any master agreement or stand-alone agreement relating to derivative transactions, regardless of the governing law, including, without limitation, (i) any ISDA Master Agreement, (ii) any Rahmenvertrag für Finanztermingeschäfte or Länder-Rahmenvertrag master agreement, and (iii) any stand-alone or long-form confirmations of derivative transactions whether or not governed by an ISDA Master Agreement, in each case that provide under the terms thereof for an automatic early termination payment or acceleration of payment obligations by the Derivatives Counterparty to the Chargor in the event of specified insolvency or bankruptcy events relating to the Chargor, as such concepts may be defined thereunder, including any amendments, annexes, schedules, credit support and confirmations relating to any of the foregoing, between the Chargor and a Derivatives Counterparty as identified on the Total Eligible Collateral List; provided that, for the purposes of the Deed, if a Collateral Confirmation or a Total Eligible Collateral List includes a reference to more than one Eligible Derivatives Agreement with respect to a single "Derivative Receivables Amount", as specified on such Collateral Confirmation or Total Eligible Collateral List, any such reference to an Eligible Derivatives Agreement will be a reference to all such Eligible Derivatives Agreements.</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>(Continued on next Continuation Sheet.)</p>

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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>"Enforcement Event" means the occurrence of an "Event of Default", a "Termination Event" or any similar event (howsoever described) in respect of the Chargor under any Funding Agreement and a payment being due and owing by the Chargor thereunder after the expiration of any applicable cure or grace period.</p> <p>"Priority Interest" means, with respect to the Specified Credit Enhancement Proceeds for a Specified Credit Enhancement that secures an Eligible Derivatives Agreement, the right of a Funding Counterparty to receive distributions of such Specified Credit Enhancement Proceeds prior to other Funding Counterparties who have a DR Allocation relating to such Eligible Derivatives Agreement. All Funding Counterparties who have a "Priority Interest" in the Specified Credit Enhancement Proceeds for a given Specified Credit Enhancement shall share in any such Specified Credit Enhancement Proceeds pro rata in accordance with their respective Senior Allocations. If, with respect to any DR Allocation, the Collateral Confirmation does not identify any Specified Credit Enhancement or identifies a Specified Credit Enhancement but does not specify that such DR Allocation has a Priority Interest, it shall be deemed that the Funding Counterparty to which such Collateral Confirmation relates does not have a Priority Interest in any Specified Credit Enhancement Proceeds of the Specified Credit Enhancement relating to the Eligible Derivatives Agreement.</p> <p>"Security" means the security created or expressed to be created in favour of the Pledgee Representative pursuant to the Deed.</p> <p>"Security Documents" means the Deed and the Security Agreement.</p> <p>"Senior Allocation" means, with respect to a Funding Counterparty and an Eligible Derivatives Agreement on an Allocation Day, any DR Allocation for such Funding Counterparty that has a Priority Interest in the Specified Credit Enhancement Proceeds from the Specified Credit Enhancement for such Eligible Derivatives Agreement, as specified in the Collateral Confirmation with respect to such Funding Counterparty for such Allocation Day. For the avoidance of doubt, the fact that the DR Allocation of a Funding Counterparty is not a Senior Allocation or does not have a Priority Interest in respect of any Specified Credit Enhancement Proceeds shall not affect its entitlement to any such Specified Credit Enhancement Proceeds available for distribution pursuant to Section 4.3(b)(iv) of the Security Agreement after any distribution of such Specified Credit Enhancement Proceeds required pursuant to Section 4.3(b)(iii) of the Security Agreement has been made to Funding Counterparties having a Senior Allocation with respect thereto.</p> <p>"Specified Credit Enhancement" means, for any DR Allocation, the specific item of Credit Enhancement, if any, listed on a Collateral Confirmation enhancing or securing such DR Allocation.</p> <p>"Specified Credit Enhancement Proceeds" means any amounts received from each Specified Credit Enhancement, for any given Eligible Derivatives Agreement</p> <p>"Total Allocation" means, in respect of an Eligible Derivatives Agreement on an Allocation Day, the sum of all DR Allocations attributed to all Funding Counterparties with respect to such Eligible Derivatives Agreement on such Allocation Day.</p> <p>(Continued on next Continuation Sheet.)</p>

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Total Eligible Collateral List" means the most recent list delivered by the Chargor to the Pledgee Representative pursuant to Section 2.2 of the Security Agreement setting forth (i) an identification of each Eligible Derivatives Agreement to which that Total Eligible Collateral List applies, (ii) with respect to each such Eligible Derivatives Agreement, the Total Value of such Eligible Derivatives Agreement on the applicable Allocation Day, as determined by the Chargor, which amount shall be conclusive and binding, (iii) an identification of each Specified Credit Enhancement relating to such Eligible Derivatives Agreement and (iv) for each Specified Credit Enhancement, an indication of any Priority Interests relating thereto.

"Total Value" means, in respect of an Eligible Derivatives Agreement on an Allocation Day, the lesser of (i) the amount in U.S. Dollars attributed to such Eligible Derivatives Agreement as set forth on the Total Eligible Collateral List for such Allocation Day and (ii) the Calculation Statement Amount in U.S. Dollars in the Calculation Statement, if any, delivered by the Derivatives Counterparty under such Eligible Derivatives Agreement. In the event the amount on the Total Eligible Collateral List or the Calculation Statement Amount is not expressed in U.S. Dollars, the Chargor (in the ordinary course) or the Pledgee Representative (only in the event the Chargor is bankrupt or insolvent, and has failed to make the calculation hereunder), as the case may be, shall circulate the equivalent in U.S. Dollars, on any date of determination, using the spot exchange rate applicable to the purchase of the non-U.S. Dollar currency with U.S. Dollars on such date of determination.

"U.S. Dollars" means the lawful currency of the United States of America.



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. 40

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 19
OCTOBER 2009 AND CREATED BY GOLDMAN SACHS
INTERNATIONAL FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BANK OF NEW
YORK MELLON (FOR ITSELF AND THE BENEFIT OF THE
FUNDING COUNTERPARTIES) 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 2 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 NOVEMBER
2009

P. S. e. l.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES