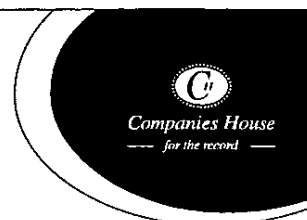


# MG01

## Particulars of a mortgage or charge



058955/13

**A fee is payable with this form**  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge  
company. To do this, please use  
form MG01s

THURSDAY



LD2 20/01/2011 169  
COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	0 2 2 6 3 9 5 1	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Goldman Sachs International (the "Chargor")	
<b>2 Date of creation of charge</b>		
Date of creation	d 1 d 4 m 0 m 1 y 2 y 0 y 1 y 1	
<b>3 Description</b>		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'  Securities Deed of Charge dated 14 January 2011 (the "Deed") between the Chargor and Asset Funding Company IV Limited acting with respect to the Pool B Component of the Notes of Series 2010-25 (the "Secured Counterparty")	
<b>4 Amount secured</b>		
Amount secured	Please give us details of the amount secured by the mortgage or charge  The charge is granted in favour of the Secured Counterparty to secure the payment and discharge of the obligations of the Chargor to the Secured Counterparty under the Master Loan Agreement and in respect of the Advances (the "Secured Obligations")  For definitions please see the Continuation Sheet for this Part 4 (attached)	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			
Name	Asset Funding Company IV Limited acting with respect to the Pool B		
Address	Component of the Notes of Series 2010-25		
	200 West Street, New York USA		
Postcode	<div style="display: flex; border: 1px solid black;"> <div style="border-right: 1px solid black; padding: 0 5px;">N</div> <div style="border-right: 1px solid black; padding: 0 5px;">Y</div> <div style="border-right: 1px solid black; padding: 0 5px;">1</div> <div style="border-right: 1px solid black; padding: 0 5px;">0</div> <div style="border-right: 1px solid black; padding: 0 5px;">2</div> <div style="border-right: 1px solid black; padding: 0 5px;">8</div> <div style="border-right: 1px solid black; padding: 0 5px;">2</div> <div style="padding: 0 5px;"></div> </div>		
Name			
Address			
Postcode	<div style="display: flex; border: 1px solid black;"> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="border-right: 1px solid black; padding: 0 5px;"></div> <div style="padding: 0 5px;"></div> </div>		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Please give the short particulars of the property mortgaged or charged			
Short particulars	<p>In the Deed, the Chargor granted in favour of the Secured Counterparty a first ranking charge over all the Chargor's right, title and interest from time to time in the Financial Assets</p> <p>The security created pursuant to the Deed does not extend to any Financial Asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such Financial Asset is situated</p> <p>The Deed contains covenants for further assurance and a negative pledge</p> <p>For definitions please see the Continuation Sheet for this Part 6 (attached)</p>		

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b>	
	<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>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Clary Gottlieb Steen &amp; Hamilton LLP</i> X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name	Mr Garry Manley
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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

In this Form MG01

"Advances" means loans made from time to time by the Secured Counterparty to the Chargor in SEK in such amount and on such terms as may be mutually agreed

"Master Loan Agreement" means the master loan agreement dated 14 January 2011, and as amended from time to time, and entered into between the Chargor as borrower and the Secured Counterparty as lender

"SEK" means the lawful currency of the Kingdom of Sweden

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>In this Form MG01</p> <p>"Clearing System" means Clearstream Banking, societe anonyme, Euroclear Bank SA/NV as operator of the Euroclear System, CREST, The Federal Reserve Bank of New York, the Participants Trust Company, Depositary Trust Company or any other clearing agency or securities depository with which the Custodian maintains accounts for the purpose of making Transfers and holding Eligible Securities pursuant to the terms of the Collateral Agreement</p> <p>"Collateral Account" means (i) the collateral account established in respect of the Advances pursuant to the Collateral Agreement and (ii) any account established for the deposit of cash in connection thereto, with each such account as identified on the Securities Schedule prepared in connection with an Advance</p> <p>"Collateral Agreement" means the collateral agreement dated 14 January 2011, between the Chargor, the Secured Counterparty and The Bank of New York Mellon (the "Custodian"), acting through its London Branch, in its capacity as custodian, for the custody of Securities</p> <p>"Eligible Securities" means any securities or cash proceeds therefrom identified as "Eligible Collateral" on Schedule 1 to the Collateral Agreement, as such schedule may be amended from time to time, provided, however, that no such security may be (i) "margin stock" as defined in Regulation U of the Board of Governors of the U S Federal Reserve System, unless the Secured Counterparty consents to the inclusion of such securities as Eligible Securities, or (ii) a residential mortgage-backed security or a security backed by a residential mortgage-backed security</p> <p>"Financial Assets" means the Collateral Account, and any and all property (including cash) on deposit therein or credited thereto from time to time</p> <p>"Physical Securities" means securities and money market instruments in certificated form</p> <p>"Securities" means securities held at a Clearing System and Physical Securities</p> <p>"Securities Schedule" means, as of time of determination, the most recent statement delivered by the Custodian to the Secured Counterparty and/or the Chargor pursuant to clause 5.12 of the Collateral Agreement, which statement identifies the Collateral Account and Eligible Securities on deposit therein then held by the Custodian for the benefit of the Secured Counterparty</p> <p>"Transfer" means a transfer of Eligible Securities to the Collateral Account effected pursuant to the Collateral Agreement</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 2263951  
CHARGE NO. 56

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITIES DEED OF CHARGE  
DATED 14 JANUARY 2011 AND CREATED BY GOLDMAN SACHS  
INTERNATIONAL FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO ASSET FUNDING  
COMPANY IV LIMITED ACTING WITH RESPECT TO THE POOL  
B COMPONENT OF THE NOTES OF SERIES 2010-25 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  
20 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JANUARY  
2011

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES