

MR01

Particulars of a charge



Companies House



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A fee is to be paid
Please see 'How to pay'

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

☒ **What this form is for**
You may not use this form to
register a charge instrument. Use form

MONDAY



L5KQRR14

LD2

28/11/2016

#60

COMPANIES HOUSE

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.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 2 2 6 3 9 5 1

Company name in full Goldman Sachs International ✓

278

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 2 5 1 1 2 0 1 6 ✓

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 Tokyo-Mitsubishi UFJ, 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

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Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clary Gordon Sten & Hamilton</i> X</p> <p>UP</p> <p>This form must be signed by a person with an interest in the charge</p>	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Philip Herbst

Company name Cleary Gottlieb Steen & Hamilton LLP

Address City Place House

55 Basinghall Street

Post town London

County/Region

Postcode EC2V 5EH

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2263951

Charge code: 0226 3951 0278

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2016 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2016

Given at Companies House, Cardiff on 5th December 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

GOLDMAN SACHS INTERNATIONAL – THE BANK OF TOKYO-MITSUBISHI UFJ, LTD

SECURITIES DEED OF CHARGE

THIS DEED is made on 25 November 2016, 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 TOKYO-MITSUBISHI UFJ, LTD (the “Secured Counterparty”)

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

“Aggregate Margin Value” has the meaning given to it in the Loan Agreement

“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 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 Triparty Account Control Agreement

“Encumbrance” means a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person

“Event of Default” means an event of default listed in the Loan Agreement

“Financial Asset” means the Segregated Accounts, and any and all property (including cash) on deposit therein or credited thereto from time to time

“First Borrower Required Collateral Value” has the meaning given to it in the Loan Agreement

“Loan Agreement” means the loan agreement dated 25 November 2016 for the principal amount of JPY 52,000,000,000 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” means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England, New York, USA and Tokyo, Japan and which is also a day on which the Custodian is open for business in connection with the Triparty Account Control Agreement

“Posted Collateral” has the meaning given to it in the Triparty Account Control 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 of the Chargor to the Secured Counterparty under or in connection with the Loan Agreement

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

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

“Security Documents” means this Deed 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

“Segregated Accounts” has the meaning provided for such term in the Triparty Account Control Agreement

“Triparty Account Control Agreement” means the triparty account control agreement dated 25 November 2016, between the Chargor, the Secured Counterparty and the Custodian, for the custody of Posted Collateral in relation to the Loan Agreement

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 (other than a party’s successor) 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 Exceptions to the Security

The security created pursuant to Clause 2 1 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 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 and preserve the security created or intended to be created in respect of the Charged Property, and its priority, 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 Secured Counterparty by or pursuant to the Security Documents,
- 3.1.3 to ensure the Security is and remains valid, legally binding and enforceable,
- 3.1.4 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
- 3.1.5 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 as created by the Security Documents or as permitted by the Loan Agreement) 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 (together with the appropriate registration form containing the prescribed particulars) 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

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 Secured Counterparty

- 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,

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

4 4 3 amend or terminate the Triparty Account Control Agreement or the Dealer Safekeeping Agreement (as defined in the Triparty Account Control Agreement)

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, the Aggregate Margin Value is equal to or exceeds the First Borrower Required Collateral Value

4 5 2 Any Financial Asset made the subject of an Encumbrance, or dealt with or disposed of, in each case pursuant to and in accordance with the terms of Clause 4 5 1, shall automatically be released from the charge created hereby

5 ENFORCEMENT OF SECURITY

One Local Business Day following the Secured Counterparty giving the Chargor and the Custodian written notice of intention to notify the Custodian that an Event of Default has occurred and is continuing in accordance with Clause 2 1 5(a)(ii) of the Triparty Account Control Agreement, the security created by or pursuant to this Deed is immediately enforceable and the Secured Counterparty may, 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,

in each case by exercising its rights under the Triparty Account Control Agreement or this Deed

6 VARIATION OF THE LAW OF PROPERTY ACT 1925

The powers of sale or other disposal conferred by section 101 of the Law of Property Act 1925 (the "LPA") as varied and extended by this Deed shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately upon execution of this Deed. Section 109(1) of the LPA shall not apply to this Deed

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

One Local Business Day following the Secured Counterparty giving the Chargor and the Custodian written notice its intention to notify the Custodian that an Event of Default has occurred and is continuing in accordance with Clause 2.1.5(a)(ii) of the Triparty Account Control 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

- 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 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 REMUNERATION OF RECEIVER

Subject to section 36 of the Insolvency Act 1986, the Secured Counterparty may from time to time, acting reasonably, fix the remuneration of any Receiver appointed by it (without being limited to the maximum rate specified in section 109(6) of the LPA) and may direct payment of such remuneration out of monies accruing to him as Receiver, but the Chargor alone shall be liable for the payment of such remuneration

10 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

11 POWER OF ATTORNEY

11.1 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 required after the occurrence of an Event of Default which is continuing for

11.1.1 carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges or other security), and

11.1.2 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 the exercise of any right of a legal or beneficial owner of the Charged Property)

11.2 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

12 APPLICATION OF PROCEEDS

12.1 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 12)

- 12.1.1 first, in payment of all costs and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his right including his remuneration and all outgoings paid by him,
- 12.1.2 second, in payment in full to itself for application towards the discharge of the Secured Obligations in accordance with the terms and conditions of the Loan Agreement,
- 12.1.3 third, in payment in full to any person to whom the Secured Counterparty is obliged to pay in priority to the Chargor, and
- 12.1.4 the balance, if any, in payment to the Chargor

12.2 Investment of Proceeds

Prior to the application of the proceeds of the Security in accordance with Clause 12.1 (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 12.

12.3 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.

12.4 Sums received by the Chargor

If, following the commencement of any enforcement action by the Secured Counterparty pursuant to Clause 5 (Enforcement of Security), the Chargor receives any sum which, pursuant to the Loan Agreement, this Deed or the Triparty Account Control 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 12.

12.5 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 12.1 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.

12.6 Segregation

All assets and monies 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 segregated in the books of the Secured Counterparty from other assets and monies held by it and will not be commingled with any such other assets or monies.

13 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 as expressly contemplated by this Deed, the Loan Agreement, or as may be required by law

14 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 11 (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

15 FEES AND EXPENSES**15.1 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, release 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

15.2 Interest on Demand

If the Chargor fails to pay any sum due under this Clause 15 (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 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

16 INDEMNITIES**16.1 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 15 (Fees and Expenses), (b) the taking, holding, protection, release 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)

16.2 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

- 16.2.1 making or filing a claim or proof against the Chargor,
- 16.2.2 obtaining an order or judgment in any court or other tribunal,
- 16.2.3 enforcing any order or judgment given or made in relation to a Security Document, or
- 16.2.4 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

17 AMENDMENTS AND RELEASES

17.1 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

17.2 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

17.3 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

17.4 Redemption of Security

Upon the Secured Obligations being unconditionally and irrevocably 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

18 REMEDIES AND WAIVERS, PARTIAL INVALIDITY

18.1 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

18.2 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

19 NOTICES

19.1 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

19.2 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 paragraph 24 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)

20 EXECUTION AS A DEED

Each of the parties intends this Deed to be a deed and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the parties may only execute it under hand

21 COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by email attachment or telecopy shall be an effective mode of delivery.

22 GOVERNING LAW

This Deed, and all non-contractual obligations arising from or in connection with this Deed, are governed by English law.

23 ENFORCEMENT

23.1 Jurisdiction of English Courts

23.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including any dispute relating to any non-contractual obligation arising from or in connection with this Deed and any dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**")

23.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary or seek to settle Disputes or bring proceedings in any courts other than courts of England.

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.

EXECUTION VERSION

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 on the 25th day of November 2016

By

Name

Managing Director

Mathew McDermott

Managing Director

Goldman Sachs International

By

Name

Managing Director / ~~Secretary~~

Francois-Xavier Bouillet

Managing Director

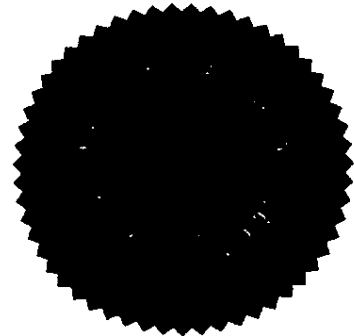
EXECUTED AS A DEED and delivered on this 25th day of November 2016 by THE SECURED COUNTERPARTY, THE BANK OF TOKYO-MITSUBISHI UFJ, LTD

Acting by its duly authorised signatory

By

Name,

1553



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 25th day of November 2016

By _____
Name
Managing Director

By _____
Name
Managing Director / Secretary

EXECUTED AS A DEED and delivered on this 25th day of November 2016 by THE SECURED COUNTERPARTY, THE BANK OF TOKYO-MITSUBISHI UFJ, LTD

Acting by its duly authorised signatory

By _____
Name: 