

MR01

Particulars of a charge



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

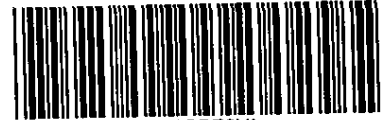
You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

06054013

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

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

WEDNESDAY



A39SBF2Y

A33

11/06/2014

#220

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

1 Company details

Company number 0 2 2 6 3 9 5 1

Company name in full Goldman Sachs International

218 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 Charge creation date

Charge creation date 2 8 0 5 2 0 1 4

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

MRO1

Particulars of a charge

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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**

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Particulars of a charge

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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

Aleg 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 0218

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014.

Given at Companies House, Cardiff on 16th June 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

GUARANTEED SENIOR SECURED NOTES PROGRAMME
issued by
GOLDMAN SACHS INTERNATIONAL
SERIES 2014-05 SENIOR SECURED FIXED RATE NOTES, DUE
MAY 28, 2015 ("SERIES 2014-05")

DEED OF CHARGE

THIS DEED is made on May 28, 2014. 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 2014-05 pursuant to the Indenture) (the "Secured Party")

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 Secured Party provided by or pursuant to the Security Documents or by law

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

"Eligible Securities" means Securities and Cash of a type or currency listed under "Other Information—*Details of Collateral*" in the Final Terms of Series 2014-05 dated May 28, 2014, as may be amended from time to time in accordance with the TACA

"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 Segregated Account, and any Eligible Securities on deposit therein or credited thereto, from time to time

"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 Secured Party, as the trustee

"Notice of Exclusive Control" means a written notice in the form substantially as set out in Schedule 2 attached hereto, delivered by the Secured Party to the Custodian pursuant to the TACA

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

11/6/2014

Cleg Gottlieb Steen & Hamilton LLP

“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 Secured Party, in all cases with respect solely to Series 2014-05

“Security” means the security created or expressed to be created in favour of the Secured Party 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 Secured Party as security for the Secured Obligations

“Segregated Account” means the custodial account(s) established in respect solely of Series 2014-05, details of which are set out in Schedule 1, established pursuant to the TACA (and defined therein as the “Segregated Account(s)”) and maintained by the Custodian on behalf of the Chargor for the deposit of Eligible Securities in connection with such Series 2014-05

“Series 2014-05” means the Series 2014-05 senior secured notes issued by the Chargor pursuant to the Indenture

“TACA” means the triparty account control agreement, entered into on or about the date of this Deed between the Chargor, the Secured Party and the Custodian, pursuant to which the Eligible Securities subject to this Deed will be maintained by the Custodian in the Segregated Account

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 TACA,
- 1.2.2 any reference in this Deed to the “Secured Party”, or the “Chargor” shall be construed so as to include their and any subsequent successors and permitted assignees and transferees,
- 1.2.3 any reference to this Deed or any other agreement or document shall be construed as a reference to this Deed or such other agreement or document as amended, novated or supplemented from time to time, and
- 1.2.4 any reference to a statute shall be construed as a reference to that statute as amended or re-enacted

1.3 Third Party Rights

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

2 CHARGE OVER FINANCIAL ASSETS

2.1 Charge

The Chargor, as beneficial owner, hereby charges in favour of the Secured Party 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 Party

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 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 Party

3 FURTHER ASSURANCE

3.1 Further Assurance

The Chargor shall promptly do all such acts or execute all such documents as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require in favour of the Secured Party 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 this Deed with the Form MR01 for registration with the Registrar of Companies at the Companies House of England and Wales (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 Secured Party by or pursuant to the Security Documents,
- 3.1.3 to confer on the Secured Party 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

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 creates in favour of the Secured Party 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 Party

4.4.1 deal with any Financial Asset, or

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

4.5 Further Transactions

4.5.1 Notwithstanding the provisions of Clauses 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 the Charged Property to the extent only of

(a) the substitution of Eligible Securities in accordance with Clause 2.1.3(C) of the TACA, and

(b) the withdrawal of excess Eligible Securities in accordance with Clause 2.1.3(B)(ii) of the TACA

4.5.2 Any Charged Property so dealt with 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 Secured Party may, only following the delivery of a Notice of Exclusive Control to the Custodian pursuant to the TACA (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 Secured Party 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 Party 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 Secured Party 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 Secured Party, and

7 2 3 entitled to remuneration for his services at a rate to be fixed by the Secured Party 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 Party under the Law of Property Act 1925 or otherwise and such powers shall remain exercisable from time to time by the Secured Party in respect of any part of the Charged Property

8 POWERS OF RECEIVER

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

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

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

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

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

9 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Secured Party or any Receiver shall be bound to inquire whether the right of the Secured Party 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 Party or such Receiver in such dealings

10 POWER OF ATTORNEY

10.1 Appointment and Powers

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

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

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

10.2 Ratification

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

11 APPLICATION OF PROCEEDS

11.1 Order of Application

All moneys from time to time received or recovered by the Secured Party in connection with the realisation or enforcement of all or any part of the Security shall be applied at such times as the Secured Party 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 Secured Party is obliged to pay in priority to the Chargor, and

11.1.3 the balance, if any, in payment to the Chargor

11.2 Investment of Proceeds

Prior to the application of the proceeds of the Security in accordance with Clause 11.1 (Order of Application) the Secured Party 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 Party with such financial institution as it may direct and for so long as the Secured Party shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies at the Secured Party's discretion in accordance with the provisions of this Clause 11

11.3 Currency Conversion

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

11.4 Sums received by the Chargor

If, following the commencement of any enforcement action by the Secured Party pursuant to Clause 5 (Enforcement of Security), the Chargor receives any sum which, pursuant to the Indenture, should have been paid to the Secured Party, that sum shall be held by the Chargor on trust for the Secured Party and shall promptly be paid to the Secured Party for application in accordance with this Clause.

12 CHANGE OF PARTY

Neither the Chargor nor the Secured Party 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 Secured Party or any such Receiver may think fit in the interest of the Secured Party and any such Receiver shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

14 FEES AND EXPENSES

14.1 Enforcement Expenses

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

15 INDEMNITIES

15.1 Chargor's Indemnity

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

15.2 Currency Indemnity

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

- 15.2.1 making or filing a claim or proof against the Chargor,
- 15.2.2 obtaining an order or judgment in any court or other tribunal,
- 15.2.3 enforcing any order or judgment given or made in relation to a Security Document, or
- 15.2.4 applying the Sum in satisfaction of any of the Secured Obligations,

the Chargor shall indemnify the Secured Party 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 Party 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 Secured Party, the Secured Party 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 Secured Party, 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 FINANCIAL COLLATERAL ARRANGEMENT

This Deed shall take effect as a financial collateral arrangement, as such term is defined in the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended

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 Party (or, in the case of the Secured Party, 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 Secured Party 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 Secured Party's signature below (or such other department or officer as the Secured Party shall from time to time specify for this purpose)

20 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

21 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

22 JURISDICTION

22.1 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)

22.2 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

22.3 Exclusive Jurisdiction

This Clause 22 is for the benefit of the Secured Party only. As a result and notwithstanding Clause 22.1 (English Courts) and Clause 22.2 (Convenient Forum), the Secured Party 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 28th day of May 2014

By

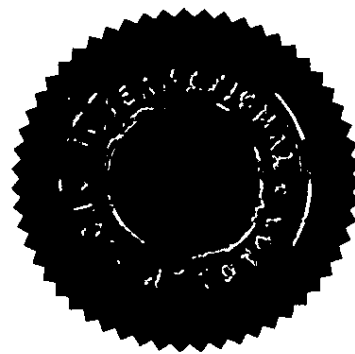
Name
Managing Director

Mathew McDermott
Managing Director

By

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 Secured Party hereunder

Acting by its duly authorised signatory

679

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 28th day of May 2014


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 Secured Party hereunder

Acting by its duly authorised signatory:

Signed by
Name
Title


LUKE MCCANN
VP

Luke McCann
Authorised Signatory

SCHEDULE 1
DETAILS OF SEGREGATED ACCOUNT

Segregated Account in respect solely of Series 2014-05, established pursuant to the TACA, with the Custodian,
with account number [REDACTED]

SCHEDULE 2
FORM OF NOTICE OF EXCLUSIVE CONTROL

From The Bank of New York Mellon, London Branch (in its capacity as Trustee and Secured Party) (the "Secured Party")
To The Bank of New York Mellon (in its capacity as Custodian) (the "Custodian") at One Canada Square, London E14 5AL
Copy Goldman Sachs International (the "Chargor") at Peterborough Court, 133 Fleet Street, London EC4A 2BB

Re: NOTICE OF EXCLUSIVE CONTROL (SERIES 2014-05)

We refer to the Triparty Account Control Agreement by and among the Custodian, the Chargor and the Secured Party dated May 28, 2014 (the "Agreement") entered into in connection solely with Series 2014-05 of the Indenture. Capitalised terms used herein shall have the meaning ascribed to them in the Agreement.

This notice constitutes a Notice of Exclusive Control for the purposes of the Agreement. The Secured Party hereby requests the Custodian (1) to act solely upon our Instructions with respect to the Segregated Account(s) in accordance with clauses 2.1.5 and 2.1.6(a) of the Agreement, and (2) as soon as reasonably practicable accept no further instructions from the Chargor with regard to the operation of the Segregated Account(s) or the transfer of any assets out of the Segregated Account(s) in accordance with clause 2.1.6(b) of the Agreement.

We hereby instruct you to deliver the Posted Collateral to us as follows:

[Specify Delivery Instructions]

Yours faithfully

Authorised Person

For and on behalf of

The Bank of New York Mellon, London Branch