

MR01

Particulars of a charge



Companies House

061243 / £23

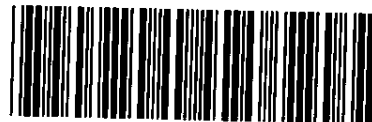


Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 the
instrument. Use form M01.



L756NE75

LD2

03/05/2018

#5

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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

For official use
312

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 d 2 d 0 m 0 m 4 y 2 y 0 y 1 y 8

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 Goldman Sachs International Bank

Name

Name

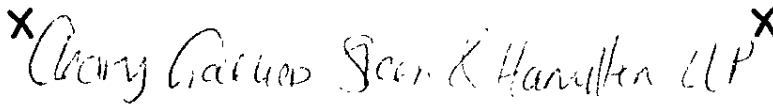
Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description	
Brief description	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.	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". Please limit the description to the available space.
5	Other charge or fixed security	
	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. <div style="border: 1px solid black; padding: 5px; text-align: center;"> <small>Signature</small>  </div> This form must be signed by a person with an interest in the charge.	

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 Katia Pritchard

Company name Cleary Gottlieb Steen & Hamilton LLP

Address 2 London Wall Place

Post town London

County/Region

Postcode E C 2 Y 5 A U

Country UK

DX

Telephone



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 0312

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2018 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2018.

R

Given at Companies House, Cardiff on 12th May 2018



Companies House



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

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.

Clary Giddens-John L Hamilton LLP

GOLDMAN SACHS INTERNATIONAL – GOLDMAN SACHS INTERNATIONAL BANK.

SECURITIES DEED OF CHARGE

THIS DEED is made on 20 April 2018, BETWEEN

- (1) GOLDMAN SACHS INTERNATIONAL, a private company with unlimited liability under the laws of England and Wales (the “Chargor”); and
- (2) GOLDMAN SACHS INTERNATIONAL BANK, a private company with unlimited liability under the laws of England and Wales (the “Secured Counterparty”).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this Deed:

“Business Day” has the meaning given to it in the Escrow Agreement or as defined in any other document as agreed between the parties to 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 Account” means (i) the account established pursuant to the Escrow Agreement, or any other account opened or maintained by the Chargor with the Custodian or any other person, which is expressly identified as an account which assets intended to be subject to the charge created by this Deed will be deposited and (ii) any account established for the deposit of cash in connection thereto.

“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 Citibank, N.A., London Branch, acting through its Agency and Trust business, in its capacity as escrow agent under the Escrow Agreement or any other person as agreed between the parties to this Deed.

“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 clause 5 of the Loan Agreement.

“Financial Assets” means the Collateral Account, and any and all property (including cash) on deposit therein or credited thereto from time to time.

“Loan Agreement” means the loan agreement dated 20 April 2018, and as amended from time to time, and entered into between the Chargor as borrower and the Secured Counterparty as lender.

“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 and other liabilities of any nature of the Chargor due, owing or incurred under or in connection with the Loan Agreement to the Secured Counterparty and/or any Receiver (including, without limitation, under any amendments, supplements or restatements, if any, of the Loan Agreement or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon (calculated in accordance with clause 4 of the Loan Agreement), after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Chargor pursuant to the terms of the Loan Agreement) incurred in connection therewith, in each case to the extent relating to a Loan which the Chargor and Secured Counterparty have agreed to be secured pursuant to this Deed of Charge, and “Secured Obligation” shall be construed accordingly.

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

“Security Documents” means this Deed, the Loan Agreement 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.

“Escrow Agreement” means the Escrow and Custody Agreement, dated 20 April 2018, by and among the Chargor, the Secured Counterparty and the Custodian as amended from time to time.

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 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 floating charge all the Chargor’s right, title and interest from time to time in the Charged Property. 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 Notices of Charge

The Chargor shall if requested by the Secured Counterparty when an Event of Default is continuing promptly deliver to the Secured Counterparty (or procure delivery of) notices of charge, in form and substance reasonably satisfactory to the Secured Counterparty.

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 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, in accordance with the normal procedure, or for the exercise of the Collateral Rights as is required pursuant to the Loan Agreement; and/or
- 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 facilitate the realisation of the Charged Property.

4. CHARGOR'S COVENANTS

4.1 Negative Pledge

Except to the extent such Charged Property is substituted in accordance with Clause 4.2 of the Escrow Agreement or pursuant to any document as agreed between the parties to this Deed, 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 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

Except to the extent such Charged Property is substituted in accordance with Clause 4.2 of the Escrow Agreement or pursuant to any document as agreed between the parties to this Deed, 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

Except to the extent such Charged Property is substituted in accordance with Clause 4.2 of the Escrow Agreement or pursuant to any document as agreed between the parties to this Deed, 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 sell 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.

5. ENFORCEMENT OF SECURITY

5.1 One Business Day following the Secured Counterparty giving the Chargor and the Custodian written notice of its intention to notify the Custodian that an Event of Default not being an Event of Default as described in clause 5 of the Loan Agreement has occurred and is continuing and has not been remedied or waived in accordance with the terms of the Loan Agreement, the security created by or pursuant to this Deed is immediately enforceable and the Secured Counterparty may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion, 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.

5.2 At any time after the occurrence of an Event of Default as described in clause 5 of the Loan Agreement, as long as such Event of Default is continuing and has not been remedied or waived in accordance with the terms of the Loan Agreement, the security created by or pursuant to this Deed is immediately enforceable and the Secured Counterparty may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- 5.2.1 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
- 5.2.2 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 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

7.1.1 One Business Day following the Secured Counterparty giving the Chargor and the Custodian written notice of its intention to notify the Custodian that an Event of Default not being an Event of Default as described in clause 5 of the Loan Agreement has occurred and is continuing and has not been remedied or waived in accordance with the terms of the Loan 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, without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

7.1.2 After the occurrence of an Event of Default as described in clause 5 of the Loan Agreement, as long as such Event of Default is continuing and has not been remedied or waived in accordance with the terms of the Loan 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, without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver so appointed; and
- (c) 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. 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.

10. POWER OF ATTORNEY

10.1 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 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 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, 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 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 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 Loan Agreement;
- 11.1.2 in payment to any person to whom the Secured Counterparty 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 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 11.

11.3 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.

11.4 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, 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.

11.5 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 11.1 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. 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.

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 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.

14. AMENDMENTS AND RELEASES

14.1 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.

14.2 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.

14.3 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.

14.4 Redemption of Security

Upon the Secured Obligations being 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.

15. REMEDIES AND WAIVERS, PARTIAL INVALIDITY

15.1 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.

15.2 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.

16. NOTICES

16.1 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, electronic mail or letter.

17. 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.

18. 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.

19. JURISDICTION

19.1 **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).

19.2 **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.

19.3 **Exclusive Jurisdiction**

This Clause 19 is for the benefit of the Secured Counterparty only. As a result and notwithstanding Clause 19.1 (English Courts) and Clause 19.2 (Convenient Forum), it does not prevent the Secured Counterparty from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Secured Counterparty may take concurrent proceedings in any number of jurisdictions.

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.

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 20 day of April 2018

By: [REDACTED]

x Name: THOMAS PLANK

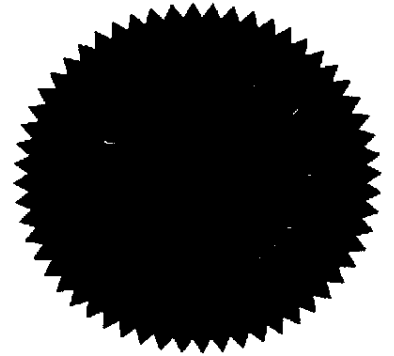
Title: MANAGING DIRECTOR

By: [REDACTED]

x Name: Thomas Gasson

Title: Managing Director

KT



GOLDMAN SACHS INTERNATIONAL BANK in its capacity as the Secured Counterparty hereunder
acting by)

Signature: ...

Name: DAVID BICAREEGLU

and Mathew McDermott

Name: Managing Director
Goldman Sachs International Bank
acting under the authority of that company,

in the presence of:

Signature:

Witness's Signature

Name: Ryan Purdy

Address: Peterborough Court

133 Fleet Street

London EC4A 2BB