



**Registration of a Charge**

Company name: **ELQ INVESTORS II LTD**

Company number: **06375035**

Received for Electronic Filing: **18/06/2019**



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**Details of Charge**

Date of creation: **14/06/2019**

Charge code: **0637 5035 0008**

Persons entitled: **GOLDMAN SACHS INTERNATIONAL, PETERBOROUGH COURT, 133  
FLEET STREET, LONDON, EC4A 2BB**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or  
undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**CLIFFORD CHANCE LLP**



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

Company number: 6375035

Charge code: 0637 5035 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2019 and created by ELQ INVESTORS II LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2019 .

Given at Companies House, Cardiff on 19th June 2019

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

MERCER INVESTMENTS (SINGAPORE) PTE. LTD.

ASIA INVESTING HOLDINGS PTE. LTD.

GLQ INTERNATIONAL HOLDINGS LTD

GLQC S.À R.L.

GLQL S.À R.L.

ELQ INVESTORS II LTD

ELQ INVESTORS VI LTD

ELQ INVESTORS IX LTD

GLQ HOLDINGS (UK) LTD

GOLDMAN SACHS INTERNATIONAL

AND

GOLDMAN SACHS INTERNATIONAL BANK

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MERCER CROSS-COLLATERALISATION  
ACCESSION DEED

(INCLUDING SUPPLEMENTAL SECURITY)

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THIS DEED is made on 14 June 2019

**BETWEEN:**

- (1) **MERCER INVESTMENTS (SINGAPORE) PTE. LTD.**, a company incorporated in Singapore with company registration number 201530732W, with its registered office at 1 Raffles Link, #07-01 One Raffles Link, Singapore 039393 (the "**Acceding Issuer/Guarantor**");
- (2) **ASIA INVESTING HOLDINGS PTE. LTD.**, a company incorporated in Singapore with company registration number 201543531E, with its registered office at 1 Raffles Link, #07-01 One Raffles Link, Singapore 039393 (the "**Acceding Parent**");
- (3) **GLQ INTERNATIONAL HOLDINGS LTD**, a private company incorporated under the laws of Jersey, having its registered office at 22 Grenville Street, St Helier, Jersey JE4 8PX and registered with the Jersey Financial Services Commission under number 126935 ("**GLQI**");
- (4) **GLQC S.À R.L.**, a *société à responsabilité limitée* incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, Rue du Fossé, L-1536, Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 226 524 ("**GLQC**");
- (5) **GLQL S.À R.L.**, a *société à responsabilité limitée* incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, Rue du Fossé, L-1536, Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 226 520 ("**GLQL**");
- (6) **ELQ INVESTORS II LTD**, a private limited company incorporated under the laws of England and Wales with registered number 06375035, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB ("**ELQ II**");
- (7) **ELQ INVESTORS VI LTD**, a private limited company incorporated under the laws of England and Wales with registered number 08491527, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB ("**ELQ VI**");
- (8) **ELQ INVESTORS IX LTD**, a private limited company incorporated under the laws of England and Wales with registered number 09293053, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB ("**ELQ IX**");
- (9) **GLQ HOLDINGS (UK) LTD**, a private limited company incorporated under the laws of England and Wales with registered number 11670801, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB ("**GLQH**");
- (10) **GOLDMAN SACHS INTERNATIONAL**, a private unlimited company incorporated under the laws of England and Wales with registered number 02263951, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB ("**GS**");  
and

- (11) **GOLDMAN SACHS INTERNATIONAL BANK**, a private unlimited company incorporated under the laws of England and Wales with registered number 01122503, having its registered office at Peterborough Court, 133 Fleet Street, London, EC4A 2BB ("**GSIB**").

**WHEREAS:**

- (A) The Acceding Issuer/Guarantor intends to issue certain USD-denominated Guaranteed Floating Rate Notes due 2023 (the "**New Notes**") pursuant to a deed of covenant dated on or around the date of this Deed (the "**Acceding Issuer/Guarantor Deed of Covenant**").
- (B) The Parties intend that the holders of notes issued by the Acceding Issuer/Guarantor and each Existing Issuer/Guarantor (as defined below) benefit from a mutual exchange of guarantees and security.
- (C) In particular, the Parties have agreed that:
- (1) the Acceding Issuer/Guarantor will accede as a guarantor to each Existing Deed of Covenant (as defined below) pursuant to this Deed and issue a guarantee on the terms of each Existing Deed of Covenant;
  - (2) each Existing Issuer/Guarantor will accede as guarantor to the Acceding Issuer/Guarantor Deed of Covenant and issue a guarantee on the terms of the Acceding Issuer/Guarantor Deed of Covenant;
  - (3) each Existing Issuer/Guarantor will confirm the continued effectiveness of the existing guarantees and that they extend to the New Notes;
  - (4) the Acceding Issuer/Guarantor and the Acceding Parent will agree to grant security in connection with the New Notes and the guarantees referred to in paragraph (C)(1) above;
  - (5) each Existing Issuer/Guarantor will confirm the continued effectiveness of the existing security and that it extends to the guarantee of the New Notes;
  - (6) each Existing Parent will confirm the continued effectiveness of the existing security and that it extends to the guarantee of the New Notes by the relevant Existing Issuer/Guarantor; and
  - (7) each Existing Issuer/Guarantor will grant supplemental security on the terms of this Deed and each Existing Parent will agree to grant supplemental security.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 In this Deed:**

**"Acceding Issuer/Guarantor Security Trust Deed"** means the security trust deed to be entered into by the Acceding Issuer/Guarantor on or around the date of this Deed in

favour of GSI as security trustee in respect of the New Notes and its guarantee obligations in respect of the other Covered Senior Notes.

**"Accession Effective Date"** means the date on which GSI (as security trustee under each Security Trust Deed and each Share Security Document) notifies each other Party that it has received, in form and substance satisfactory to GSI as common security trustee under the Security Trust Deeds and the Share Security Documents:

- (a) a copy of this Deed duly executed by the Acceding Issuer/Guarantor, the Acceding Parent, each Existing Issuer/Guarantor, each Existing Parent, GSI and GSIB;
- (b) a copy of the Acceding Issuer/Guarantor Deed of Covenant, duly executed by the Acceding Issuer/Guarantor;
- (c) a copy of the Acceding Issuer/Guarantor Security Trust Deed, duly executed by the Acceding Issuer/Guarantor and by GSI as security trustee;
- (d) a copy of the share pledge, charge or other security pursuant to which the Acceding Parent grants security over the shares it holds in the shareholding of the Acceding Issuer/Guarantor duly executed by the Acceding Parent and by GSI as security trustee (the **"Acceding Parent Share Security Document"**);
- (e) a copy of each local law security document whereby each Existing Parent (or any successor or assignee of such entity):
  - (i) confirms that the security which it has granted pursuant to the relevant Share Security Document continues in full force and effect; and
  - (ii) (to the extent applicable, considering local law conventions) grants supplemental security over the shares in the relevant Existing Issuer/Guarantor in respect of the Secured Liabilities (as defined in the relevant Share Security Document) notwithstanding that the obligations that may qualify as Secured Liabilities may be increased or otherwise changed pursuant to the accession of the Acceding Issuer/Guarantor, except to the extent that such Secured Liabilities are covered by the existing security,

in each case duly executed by the relevant Existing Parent (or such successor or assignee) and GSI as security trustee; and

- (f) a confirmation from the Acceding Issuer/Guarantor that any other indebtedness of the Acceding Issuer/Guarantor has been subordinated to the New Notes.

**"Conditions"** means, in relation to any Existing Notes, the terms and conditions of such Existing Notes (the form of which is set out in schedule 1 (*Form of Terms and Conditions of the Notes*) to the relevant Existing Deed of Covenant and as modified from time to time in accordance with their terms), and any reference to a numbered **"Condition"** is to the correspondingly numbered provision thereof.

**"Covered Senior Notes"** means:

- (a) the Existing Notes; and
- (b) the New Notes.

**"Deeds of Covenant"** means each Existing Deed of Covenant and the Acceding Issuer/Guarantor Deed of Covenant.

**"Existing Deeds of Covenant"** means each of the following deeds of covenant:

- (a) the deed of covenant dated 9 November 2018 between GLQC as issuer and GLQL, ELQ II and ELQ VI as guarantors (the **"GLQC Deed of Covenant"**);
- (b) the deed of covenant dated 9 November 2018 between GLQL as issuer and GLQC, ELQ II and ELQ VI as guarantors (the **"GLQL Deed of Covenant"**);
- (c) the deed of covenant dated 19 February 2019 between ELQ II as issuer and GLQC, GLQL and ELQ VI as guarantors (the **"ELQ II Deed of Covenant"**); and
- (d) the deed of covenant dated 19 February 2019 between ELQ VI as issuer and GLQC, GLQL and ELQ II as guarantors (the **"ELQ VI Deed of Covenant"**).

**"Existing Issuer/Guarantor"** means each of the following entities:

- (a) GLQC;
- (b) GLQL;
- (c) ELQ II; and
- (d) ELQ VI.

**"Existing Note Certificate"** means each of the following note certificates:

- (a) in respect of GLQC, the individual registered note certificate with serial number 2018-6-CI;
- (b) in respect of GLQL, the individual registered note certificate with serial number 2018-5-LI;
- (c) in respect of ELQ II, the individual registered note certificate with serial number 2019-3-ELQII; and
- (d) in respect of ELQ VI, the individual registered note certificate with serial number 2019-3-ELQVI.

**"Existing Note Documentation"** means:

- (a) in respect of each Existing Issuer/Guarantor, the relevant Existing Deed of Covenant and Existing Security Trust Deed; and



- (b) in respect of each Existing Parent, the relevant Existing Share Security Document.

**"Existing Notes"** means:

- (a) the EUR-denominated Floating Rate Notes due 2023 constituted by the GLQC Deed of Covenant (the "**GLQC Notes**");
- (b) the EUR-denominated Floating Rate Notes due 2023 constituted by the GLQL Deed of Covenant (the "**GLQL Notes**");
- (c) the EUR-denominated Floating Rate Notes due 2023 constituted by the ELQ II Deed of Covenant (the "**ELQ II Notes**"); and
- (d) the EUR-denominated Floating Rate Notes due 2023 constituted by the ELQ VI Deed of Covenant (the "**ELQ VI Notes**").

**"Existing Parent"** means each of the following entities:

- (a) GLQI;
- (b) ELQ IX; and
- (c) GLQH.

**"Existing Security Trust Deed"** means each of the following security trust deeds:

- (a) the security trust deed dated 9 November 2018 between GLQC as security provider and GSI as security trustee;
- (b) the security trust deed dated 9 November 2018 between GLQL as security provider and GSI as security trustee;
- (c) the security trust deed dated 19 February 2019 between ELQ II as security provider and GSI as security trustee; and
- (d) the security trust deed dated 19 February 2019 between ELQ VI as security provider and GSI as security trustee.

**"Existing Share Security Document"** means each of the following share security documents:

- (a) the Luxembourg law share pledge dated 19 February 2019 over the shares in the shareholding of GLQC between GLQI as pledgor, GLQC and GSI as security trustee;
- (b) the Luxembourg law share pledge dated 19 February 2019 over the shares in the shareholding of GLQL between GLQI as pledgor, GLQL and GSI as security trustee;

- (c) the English law share charge dated 19 February 2019 over the shares in the shareholding of ELQ II between ELQ IX as chargor and GSI as security trustee; and
- (d) the English law share charge dated 19 February 2019 over the shares in the shareholding of ELQ VI between ELQ Holdings (UK) Ltd as chargor and GSI as security trustee, to which GLQH acceded as chargor on 14 March 2019.

**"Original Security"** has the meaning given to that term in Clause 7.1.

**"Security Trust Deed"** means each Existing Security Trust Deed and each Acceding Issuer/Guarantor Security Trust Deed.

**"Share Security Document"** means each Existing Share Security Document and the Acceding Parent Share Security Document.

1.2 In this Deed, unless the context otherwise requires, a reference to:

- 1.2.1 words importing the singular shall include the plural and vice versa;
- 1.2.2 headings are for ease of reference and shall be ignored in construing this Deed;
- 1.2.3 **"Clauses"**, **"Sub-clauses"** and **"Schedules"** are references to, respectively, clauses, sub-clauses of, and schedules to, this Deed;
- 1.2.4 a **"Party"** is to a party to this Deed;
- 1.2.5 a **"person"** shall be construed as a reference to any person, firm, corporation, business trust, joint stock company, trust, unincorporated association, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing and references to any person (including the "Acceding Issuer/Guarantor", the "Acceding Parent", "GLQI", "GLQC", "GLQL", "ELQ II", "ELQ VI", "ELQ IX", "GLQH", "GSI" and "GSIB") includes a reference to that person's successors (including for the avoidance of doubt permitted transferees and permitted assignees) and any successor of such successor in accordance with their respective interests;
- 1.2.6 this **"Deed"** is a reference to this Deed and the recitals and Schedules hereto;
- 1.2.7 this Deed or any other agreement or document shall be construed as a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, renewed, modified, amended, varied, novated or supplemented;
- 1.2.8 a time of day shall be construed as a reference to London time; and
- 1.2.9 a statute, law or other regulation shall be construed as a reference to such statute, law or other regulation as the same may have been, or may from time to time be, amended or re-enacted.

1.3 References to "EUR" denote the single currency of the Participating Member States (where for this purpose "**Participating Member State**" means any member of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union).

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

## 2. **AMENDMENT OF EXISTING NOTE DOCUMENTATION**

2.1 Each Existing Issuer/Guarantor and GSIB (as sole holder of the Existing Notes) hereby agree that, with effect from 20 May 2019, the Conditions of each of the Existing Notes shall be amended as follows:

2.1.1 Condition 4(b) shall be amended by:

- (a) inserting "(i)" in the first line of the last paragraph immediately after the words "and the Rate of Interest for such Interest Period shall be the sum of";
- (b) inserting "(ii)" in the second line of the last paragraph immediately after the words "per cent. per annum and" and before "the rate (or as the case may be)";
- (c) inserting "in accordance with the provisions above or, if such rate or arithmetic mean is negative, a rate equal to 0 per cent. per annum" in the third line of the last paragraph immediately after the words "the arithmetic mean so determined" and before "; *provided, however, that*";
- (d) inserting "(i)" in the seventh line of the last paragraph immediately after the words "the Rate of Interest applicable to the Notes during such Interest Period will be the sum of";
- (e) inserting "(ii)" in the seventh line of the last paragraph immediately after the words "per cent. per annum and" and before "the rate (or as the case may be)"; and
- (f) inserting "or, if such rate or arithmetic mean is negative, a rate equal to 0 per cent. per annum" in the ninth line of the last paragraph immediately after the words "arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period" and before the ".";

2.1.2 Condition 5(c)(ii) shall be amended by:

- (a) replacing the words "any First Monthly Rating Date" with the words "any First Quarterly Rating Date"; and
- (b) replacing the words "related Second Monthly Rating Date" with the words "related Second Quarterly Rating Date";

2.1.3 Condition 5(g) shall be amended by:

- (a) deleting the definition of "First Monthly Rating Date" in full and replacing it with the following:

**"First Quarterly Rating Date"** means the fifth Business Day of each February, May, August and November during the term of the Notes"; and

- (b) deleting the definition of "Second Monthly Rating Date" in full and replacing it with the following:

**"Second Quarterly Rating Date"** means, in relation to any First Quarterly Rating Date, the fifth Business Day following such First Quarterly Rating Date;

2.1.4 Condition 8 shall be amended by:

- (a) inserting "both" in the third line of the paragraph immediately following sub-paragraph (i), immediately after the words "whereupon they shall become immediately due and payable at their principal amount together with" and before "accrued interest";
- (b) inserting "and an amount to be determined by Goldman Sachs International (such determination to be binding on the Issuer and the relevant Noteholder save in the case of manifest error) as equal to the economic loss suffered by the relevant Noteholder as a consequence of the Notes becoming due and payable," in the fourth line of the paragraph immediately following sub-paragraph (i), immediately after the words "accrued interest" and before "without further action or formality."; and
- (c) deleting in full the last paragraph, beginning with and including the words "In addition, if:" and ending with and including "or any Acceding Guarantor Notes become due and payable.";

2.1.5 Condition 11(a)(i) shall be amended by:

- (a) in the case of the GLQC Notes only: deleting in full the words "the GLQL Deed of Covenant, the ELQ II Deed of Covenant, the ELQ VI Deed of Covenant and each Acceding Guarantor Deed of Covenant" and replacing them with the following:

"(i) the deed of covenant entered into by GLQL as issuer on 9 November 2018 (as amended or supplemented from time to time, the **"GLQL Deed of Covenant"**); (ii) the deed of covenant entered into by ELQ II as issuer on or about 19 February 2019 (as amended or supplemented from time to time, the **"ELQ II Deed of Covenant"**); (iii) the deed of covenant entered into by ELQ VI as issuer on or about 19 February 2019 (as amended or supplemented from time to time, the **"ELQ VI Deed of Covenant"**); and (iv) each deed of covenant entered into by an Acceding Guarantor as issuer (as amended or supplemented from time to time, an **"Acceding Guarantor Deed of Covenant"**),";

- (b) in the case of the GLQL Notes only: deleting in full the words "the GLQC Deed of Covenant, the ELQ II Deed of Covenant, the ELQ VI Deed of Covenant and each Acceding Guarantor Deed of Covenant" and replacing them with the following:

"(i) the deed of covenant entered into by GLQC as issuer on 9 November 2018 (as amended or supplemented from time to time, the "**GLQC Deed of Covenant**"; (ii) the deed of covenant entered into by ELQ II as issuer on or about 19 February 2019 (as amended or supplemented from time to time, the "**ELQ II Deed of Covenant**"; (iii) the deed of covenant entered into by ELQ VI as issuer on or about 19 February 2019 (as amended or supplemented from time to time, the "**ELQ VI Deed of Covenant**"; and (iv) each deed of covenant entered into by an Acceding Guarantor as issuer (as amended or supplemented from time to time, an "**Acceding Guarantor Deed of Covenant**"),";

- (c) in the case of the ELQ II Notes only: deleting in full the words "the GLQC Deed of Covenant, the GLQL Deed of Covenant, the ELQ VI Deed of Covenant and each Acceding Guarantor Deed of Covenant" and replacing them with the following:

"(i) the deed of covenant entered into by GLQC as issuer on 9 November 2018 (as amended or supplemented from time to time, the "**GLQC Deed of Covenant**"; (ii) the deed of covenant entered into by GLQL as issuer on or about 9 November 2018 (as amended or supplemented from time to time, the "**GLQL Deed of Covenant**"; (iii) the deed of covenant entered into by ELQ VI as issuer on or about 19 February 2019 (as amended or supplemented from time to time, the "**ELQ VI Deed of Covenant**"; and (iv) each deed of covenant entered into by an Acceding Guarantor as issuer (as amended or supplemented from time to time, an "**Acceding Guarantor Deed of Covenant**"),";

- (d) in the case of the ELQ VI Notes only: deleting in full the words "the GLQC Deed of Covenant, the GLQL Deed of Covenant, the ELQ II Deed of Covenant and each Acceding Guarantor Deed of Covenant" and replacing them with the following:

"(i) the deed of covenant entered into by GLQC as issuer on 9 November 2018 (as amended or supplemented from time to time, the "**GLQC Deed of Covenant**"; (ii) the deed of covenant entered into by GLQL as issuer on or about 9 November 2018 (as amended or supplemented from time to time, the "**GLQL Deed of Covenant**"; (iii) the deed of covenant entered into by ELQ II as issuer on or about 19 February 2019 (as amended or supplemented from time to time, the "**ELQ II Deed of Covenant**"; and (iv) each deed of covenant entered into by an Acceding Guarantor as issuer (as amended or supplemented from time to time, an "**Acceding Guarantor Deed of Covenant**"),"; and

2.1.6 Condition 11(a)(iii) shall be amended by:

- (a) in the case of the GLQC Notes only: deleting in full the words "the GLQL Notes, the ELQ II Notes, the ELQ VI Notes and all Acceding Guarantor Notes" and replacing them with the following:

"the notes issued by GLQL pursuant to the GLQL Deed of Covenant (the "**GLQL Notes**"), the notes issued by ELQ II pursuant to the ELQ II Deed of Covenant (the "**ELQ II Notes**"), the notes issued by ELQ VI pursuant to the ELQ VI Deed of Covenant (the "**ELQ VI Notes**") and all the notes issued by any Acceding Guarantor pursuant to the relevant Acceding Guarantor Deed of Covenant (such notes of such Acceding Guarantors together, the "**Acceding Guarantor Notes**")";

- (b) in the case of the GLQL Notes only: deleting in full the words "the GLQC Notes, the ELQ II Notes, the ELQ VI Notes and all Acceding Guarantor Notes" and replacing them with the following:

"the notes issued by GLQC pursuant to the GLQC Deed of Covenant (the "**GLQC Notes**"), the notes issued by ELQ II pursuant to the ELQ II Deed of Covenant (the "**ELQ II Notes**"), the notes issued by ELQ VI pursuant to the ELQ VI Deed of Covenant (the "**ELQ VI Notes**") and all the notes issued by any Acceding Guarantor pursuant to the relevant Acceding Guarantor Deed of Covenant (such notes of such Acceding Guarantors together, the "**Acceding Guarantor Notes**")";

- (c) in the case of the ELQ II Notes only: deleting in full the words "the GLQC Notes, the GLQL Notes, the ELQ VI Notes and all Acceding Guarantor Notes" and replacing them with the following:

"the notes issued by GLQC pursuant to the GLQC Deed of Covenant (the "**GLQC Notes**"), the notes issued by GLQL pursuant to the GLQL Deed of Covenant (the "**GLQL Notes**"), the notes issued by ELQ VI pursuant to the ELQ VI Deed of Covenant (the "**ELQ VI Notes**") and all the notes issued by any Acceding Guarantor pursuant to the relevant Acceding Guarantor Deed of Covenant (such notes of such Acceding Guarantors together, the "**Acceding Guarantor Notes**")";

- (d) in the case of the ELQ VI Notes only: deleting in full the words "the GLQC Notes, the GLQL Notes, the ELQ II Notes and all Acceding Guarantor Notes" and replacing them with the following:

"the notes issued by GLQC pursuant to the GLQC Deed of Covenant (the "**GLQC Notes**"), the notes issued by GLQL pursuant to the GLQL Deed of Covenant (the "**GLQL Notes**"), the notes issued by ELQ II pursuant to the ELQ II Deed of Covenant (the "**ELQ II Notes**") and all the notes issued by any Acceding Guarantor pursuant to the relevant Acceding Guarantor Deed of Covenant (such notes of such Acceding Guarantors together, the "**Acceding Guarantor Notes**")"; and

- (e) (in respect of each set of Conditions:) deleting the words "under each of the Security Trust Deeds" immediately after the words "the aggregate of

the fair market values of assets held by the Issuer and each Guarantor" and before the words "as of such Interest Payment Date".

- 2.2 Each Existing Issuer/Guarantor and GSIB hereby agree that, as of the date of this Deed:
- 2.2.1 GSIB shall surrender the relevant Existing Note Certificate at the Specified Office of the relevant Existing Issuer/Guarantor (as set out at Condition 16 (*Specified Offices*) of the relevant Conditions), and the relevant Existing Issuer/Guarantor shall promptly destroy such Existing Note Certificate;
  - 2.2.2 each Existing Issuer/Guarantor shall replace the relevant Existing Note Certificate with a new note certificate appending a conformed copy of the relevant Conditions reflecting the amendments in Clause 2.1 above; and
  - 2.2.3 each Existing Issuer/Guarantor shall make appropriate entries on the register of the relevant Existing Notes to take into account the replacement of the Existing Note Certificate.
- 2.3 This Deed shall constitute a "Written Resolution" given by GSIB, as sole holder of the Existing Notes, for the purposes of schedule 4 (*Provisions for the Meetings of the Noteholders*) of each Existing Deed of Covenant to consent to each amendment referred to in Clause 2.1 above.
- 2.4 Each Existing Issuer/Guarantor and GSI (as security trustee) hereby agree that, with effect from 20 May 2019, each Existing Security Trust Deed shall be amended by:
- 2.4.1 deleting each reference to a "Secured Party" and replacing it with a reference to a "Secured Creditor";
  - 2.4.2 deleting sub-paragraph (a) of the definition of "Excluded Assets" in clause 1.1 (*Definitions*) in full and replacing it with the following:

"the creation of any security interest by the Security Provider or the enforcement of any security interest by the Security Provider or the enforcement of any security interest by the Secured Creditor is subject or would be subject (pursuant to a shareholder agreement, applicable law or regulation or otherwise) to any right of first offer or right of first refusal of any person, or would give rise to a requirement of any person to purchase, or to make an offer to purchase, additional shares;" and
  - 2.4.3 inserting "or cannot be effected" in the first line of sub-paragraph (b) of the definition of "Excluded Assets" in clause 1.1 (*Definitions*) immediately after the words "is prohibited" and before "pursuant to the terms thereof".
- 2.5 Each Existing Issuer/Guarantor, GSI (as security trustee) and GSIB (as sole holder of the Existing Notes) hereby agree that, with effect from 20 May 2019, each Existing Deed of Covenant shall be amended so that the reference to the "Secured Parties" in paragraph 8 of schedule 3 shall be deleted and replaced with a reference to the "Secured Creditors".

**3. ACCESSION OF ACCEDING ISSUER/GUARANTOR TO EXISTING DEEDS OF COVENANT**

The Acceding Issuer/Guarantor agrees that, with effect from the Accession Effective Date and without further formality:

- (a) it shall accede to and be bound by the terms of each Existing Deed of Covenant as an "Acceding Guarantor" pursuant to the terms of clause 3.2 (*Accession of Guarantors*) of each Existing Deed of Covenant; and
- (b) in connection with the accession referred to in paragraph 3(a) above, it shall give a guarantee under each separate Existing Deed of Covenant on the terms of clause 3.1 (*Grant of Guarantee*) and Schedule 3 of such Existing Deed of Covenant.

**4. ACCESSION OF EXISTING ISSUER/GUARANTORS TO ACCEDING ISSUER/GUARANTOR DEED OF COVENANT**

Each Existing Issuer/Guarantor agrees that, with effect from the Accession Effective Date and without further formality:

- (a) it shall accede to and be bound by the terms of the Acceding Issuer/Guarantor Deed of Covenant as an "Acceding Guarantor" pursuant to the terms of clause 3.2 (*Accession of Guarantors*) of such Acceding Issuer/Guarantor Deed of Covenant; and
- (b) in connection with the accession referred to in paragraph 4(a) above, it shall give a guarantee under the Acceding Issuer/Guarantor Deed of Covenant on the terms of clause 3.1 (*Grant of Guarantee*) and Schedule 3 of the Acceding Issuer/Guarantor Deed of Covenant.

**5. CONFIRMATION OF CROSS GUARANTEES**

Each Existing Issuer/Guarantor confirms on the date of this Deed and as of the Accession Effective Date, for the benefit of holders of notes issued by each other Existing Issuer/Guarantor that the guarantees granted by it under each Existing Deed of Covenant remain in full force and effect and apply, pursuant to clause 3.1 of the relevant Deed of Covenant to all Covered Senior Notes, notwithstanding any other provision of this Deed.

**6. GRANT OF SECURITY BY ACCEDING ISSUER/GUARANTOR AND ACCEDING PARENT**

6.1 The Acceding Issuer/Guarantor hereby covenants that it will grant security as soon as reasonably practicable after the date of this Deed to secure its obligations:

- 6.1.1 as issuer of the New Notes; and
- 6.1.2 under the guarantees it will issue in respect of each Existing Issuer/Guarantor pursuant to this Deed, and under the guarantees it may issue in respect of any other entity which becomes an Existing Issuer/Guarantor,



in each case in favour of GSI as security trustee for itself and on behalf of the Secured Creditors (as defined therein) pursuant to the Accessing Issuer/Guarantor Security Trust Deed.

- 6.2 The Accessing Parent confirms that it will grant security over the shares it holds in the shareholding of the Accessing Issuer/Guarantor as soon as reasonably practicable, to secure the obligations of the Accessing Issuer/Guarantor in favour of GSI as security trustee for itself and on behalf of the Secured Creditors (as defined therein).

## 7. CONFIRMATION OF EXISTING SECURITY

- 7.1 Each Existing Issuer/Guarantor confirms for the benefit of the Secured Creditors (as defined in the applicable Security Trust Deed) that the security created by or pursuant to the relevant Existing Security Trust Deed (being the "**Original Security**"):

7.1.1 remains in full force and effect as of the date of this Deed;

7.1.2 shall remain in full force and effect on the Accession Effective Date notwithstanding the accession of the Accessing Issuer/Guarantor to the Deeds of Covenant pursuant to Clause 2 (*Accession of Accessing Issuer/Guarantor to Deeds of Covenant*), the issue by each Existing Issuer/Guarantor of guarantees in respect of the obligations of such Accessing Issuer/Guarantor pursuant to Clause 4 (*Accession of Existing Issuer/Guarantors to Accessing Issuer/Guarantor Deed of Covenant*) or any other provision of this Deed;

7.1.3 shall apply from the Accession Effective Date to secure its obligations as "Accessing Guarantor" pursuant to the terms of the Accessing Issuer/Guarantor Deed of Covenant; and

7.1.4 shall continue to secure the Secured Liabilities (as defined in the applicable Security Trust Deed) notwithstanding that the obligations that may qualify as Secured Liabilities may be increased or otherwise changed on the Accession Effective Date as a result of any provision of this Deed.

- 7.2 Each Existing Parent confirms for the benefit of the Secured Creditors (as defined in the applicable Share Security Document) that the security created by or pursuant to the relevant Share Security Document:

7.2.1 remains in full force and effect as of the date of this Deed;

7.2.2 shall remain in full force and effect on the Accession Effective Date notwithstanding the accession of the Accessing Issuer/Guarantor to the Deeds of Covenant pursuant to Clause 2 (*Accession of Accessing Issuer/Guarantor to Deeds of Covenant*), the issue by each Existing Issuer/Guarantor of guarantees in respect of the obligations of such Accessing Issuer/Guarantor pursuant to Clause 4 (*Accession of Existing Issuer/Guarantors to Accessing Issuer/Guarantor Deed of Covenant*) or any other provision of this Deed;

7.2.3 shall apply from the Accession Effective Date to secure its obligations as "Acceding Parent" pursuant to the terms of the Acceding Issuer/Guarantor Deed of Covenant; and

7.2.4 shall continue to secure the Secured Liabilities (as defined in the applicable Share Security Document) notwithstanding that the obligations that may qualify as Secured Liabilities may be increased or otherwise changed on the Accession Effective Date as a result of any provision of this Deed.

## **8. SUPPLEMENTAL SECURITY**

8.1 Each Existing Issuer/Guarantor grants, with effect from the Accession Effective Date and without further formality, supplemental security on the terms and over the assets set out in Schedule 1 (*Terms of Supplemental Security*), such supplemental security to be first ranking security.

8.2 All the security created by or pursuant to Schedule 1 (*Terms of Supplemental Security*) is created in addition and without prejudice to the security confirmation contained in Clause 7 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security. Except insofar as supplemented by this Deed, each Security Trust Deed shall remain in force and effect.

8.3 For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by each Security Trust Deed shall continue in full force and effect notwithstanding this Deed, and shall not merge in any security constituted by this Deed or be released, extinguished or affected in any way by the security constituted by this Deed.

8.4 Each Existing Parent hereby covenants that it will grant supplemental security in favour of GSI as security trustee as soon as reasonably practicable after the date of this Deed, pursuant to a local law supplemental charge or pledge in respect of the obligations of the Existing Issuer/Guarantor over whose shares it has granted security pursuant to a Share Security Document, such supplemental charge or pledge to be in form and substance satisfactory to GSI as security trustee.

## **9. CONTINUITY AND FURTHER ASSURANCE**

9.1 The provisions of the Existing Note Documentation shall, save as amended by this Deed, continue in full force and effect.

9.2 Each Party, by signing this Deed, agrees to do all such further things and to execute such further documents as may be reasonably necessary to give effect to the transactions contemplated by this Deed.

## **10. FRAMEWORK AGREEMENT**

10.1 Each Party, by signing this Deed, confirms its agreement that:

10.1.1 the reference to "the date of execution of the Mercer Issuance and Cross Collateralisation Documentation" in paragraph (b) of the definition of

"Execution Date" in clause 1.1 of the framework agreement dated 20 May 2019 between the Parties and ELQ Holdings (UK) Ltd (the "**Framework Agreement**") shall for all purposes be read and construed as if such date were the date of this Deed instead of the stated date of 22 May 2019; and

- 10.1.2 the references to "USD 850,000,000" in recital (F), the definition of "Mercer Notes" in clause 1.1 and in Schedule 1 (*Notes Schedule*) of the Framework Agreement shall for all purposes be read and construed as if such reference were instead to "USD 800,000,000".

## 11. GENERAL

- 11.1 No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 11.2 The failure to exercise or delay in exercising a right or remedy under this Deed shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Deed shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.3 The rights and remedies contained in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 11.4 If, at any time, any provision hereof 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 hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 11.5 Each of the obligations, warranties and undertakings contained in this Deed (excluding any obligation which is fully completed at the Accession Effective Date) shall continue in full force and effect after the Accession Effective Date.

## 12. ASSIGNMENT

- 12.1 No Party shall assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, any of its rights or obligations under this Deed, without the prior consent of the other Parties.
- 12.2 This Deed shall be binding upon all successors, permitted assignees and permitted transferees of the Parties.

## 13. NOTICES AND OTHER COMMUNICATIONS

- 13.1 Any notice or other communication under or in connection with this Deed shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or email to the Party due to receive the notice at its address or email address set out below or such other address or email address as any Party may specify by notice in writing to the other:

13.1.1 if to GLQI:

Address: 22 Grenville Street,  
St Helier,  
Jersey JE4 8PX

Email: Scott.Ashton@mourant.com

Attention: Scott Ashton

13.1.2 if to GLQC:

Address: 2, Rue du Fosse,  
L-1536, Luxembourg,  
Grand-Duchy of Luxembourg

Email: ssgdebt@gslms.lu

Attention: Jacques Lopes

13.1.3 if to GLQL:

Address: 2, Rue du Fosse,  
L-1536, Luxembourg,  
Grand-Duchy of Luxembourg

Email: ssgdebt@gslms.lu

Attention: Jacques Lopes

13.1.4 if to ELQ II:

Address: Peterborough Court,  
133 Fleet Street  
London EC4A 2BB

Email: Jim.Wiltshire@gs.com

Attention: Jeremy Wiltshire

13.1.5 if to ELQ VI:

Address: Peterborough Court,  
133 Fleet Street  
London EC4A 2BB

Email: Jim.Wiltshire@gs.com

Attention: Jeremy Wiltshire

13.1.6 if to ELQ IX:

Address: Peterborough Court  
133 Fleet Street  
London EC4A 2BB

Email: Jim.Wiltshire@gs.com

Attention: Jeremy Wiltshire

13.1.7 if to GLQH:

Address: Peterborough Court  
133 Fleet Street  
London EC4A 2BB

Email: Thomas.Gasson@gs.com

Attention: Thomas Gasson

13.1.8 if to GSI:

Address: Peterborough Court  
133 Fleet Street  
London EC4A 2BB

Email: Thomas.Gasson@gs.com

Attention: Thomas Gasson

13.1.9 if to GSIB:

Address: Peterborough Court  
133 Fleet Street  
London EC4A 2BB

Email: Mathew.Mcdermot@gs.com

Attention: Mathew McDermot

13.1.10 if to the Acceding Issuer/Guarantor:

Address: 1 Raffles Link, #07-01  
One Raffles Link  
Singapore 039393

Email: Wilson.Wu@gs.com

Attention: Wilson Wu

13.1.11 if to the Acceding Parent:

Address: 1 Raffles Link, #07-01  
One Raffles Link  
Singapore 039393

Email: Wilson.Wu@gs.com

Attention: Wilson Wu

13.2 In the absence of evidence of earlier receipt, any notice or other communications shall be deemed to have been duly given:

13.2.1 if delivered personally, when left at the address referred to in Clause 13.1; and

13.2.2 if sent by mail other than air mail, two days after posting it;

13.2.3 if sent by air mail, six days after posting it; and

13.2.4 if sent by email, at the time of transmission,

however, any such notice or other communication which would otherwise take effect after 4:00 p.m. on any particular day shall not take effect until 10:00 a.m. on the immediately succeeding business day in the place of the intended recipient.

14. **COUNTERPARTS**

This Deed may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

15. **ENTIRE AGREEMENT**

This Deed (together with the Deeds of Covenant, the Security Trust Deeds and the Share Security Documents) constitutes the entire agreement and supersedes any previous agreements between the Parties relating to the subject matter of this Deed.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1 This Deed and all non-contractual obligations arising from or connected with it are governed by English law.
- 16.2 The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed).

**17. SERVICE OF PROCESS**

- 17.1 Without prejudice to any other mode of service allowed under any relevant law, each of GLQI, GLQC, GLQL, the Acceding Issuer/Guarantor and the Acceding Parent:
- 17.1.1 irrevocably appoints Goldman Sachs International at Peterborough Court, 133 Fleet Street, London EC4A 2BB, England as its agent for service of process in relation to the proceedings before the English courts in connection with this Deed; and
- 17.1.2 agrees that failure by an agent for service of process to notify any of the other Parties of the process will not invalidate the proceedings concerned.
- 17.2 For the purpose of and pursuant to the terms of clause 12.4 (*Service of Process*) of each Deed of Covenant, each of the Acceding Issuer/Guarantor and the Acceding Parent appoints Goldman Sachs International at Peterborough Court, 133 Fleet Street, London EC4A 2BB, England as its agent for service of process under such Deed of Covenant.
- 17.3 For the purpose of and pursuant to the terms of clause 12.4 (*Service of Process*) of the Acceding Issuer/Guarantor Deed of Covenant, each of GLQC and GLQL appoint Goldman Sachs International at Peterborough Court, 133 Fleet Street, London EC4A 2BB, England as its agent for service of process under such Deed of Covenant.

**IN WITNESS WHEREOF** this agreement has been executed as a deed by each Party and is intended to be and is hereby delivered by each such Party as a deed on the date specified above.

**SCHEDULE 1**  
**TERMS OF SUPPLEMENTAL SECURITY**

1. In this Schedule, the terms "Specified Agreements", "Loan Interests", "Collection Amounts", "Custody Amounts", "Custodian", "Shares", "Related Rights", "Financial Instruments" and "Excluded Assets" have the definitions given to them in the applicable Security Trust Deed.
2. All the security created pursuant to this Schedule 1:
  - (a) is created in favour of GSI as security trustee absolutely, as trustee for itself and the other Secured Creditors (as defined in each Security Trust Deed) subject to the terms of this Deed and the applicable Security Trust Deed and subject in each case to the provisions for release and reassignment contained in this Deed;
  - (b) is security for the payment, discharge and performance of all the Secured Liabilities (as defined in the applicable Security Trust Deed) notwithstanding that the obligations that may qualify as Secured Liabilities may be increased or otherwise changed on the Accession Effective Date as a result of any provision of this Deed; and
  - (c) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
3. Each Existing Issuer/Guarantor, with effect from the Accession Effective Date and without further formality:
  - (a) assigns by way of security all the Existing Issuer's right, title and interest, present and future, in, under and to:
    - (i) the Specified Agreements; and
    - (ii) all Loan Interests which the Existing Issuer holds from time to time;
  - (b) charges by way of first ranking charge all of its rights in, to and in respect of the Collection Accounts and the debts represented by the balance standing to the credit of each of the Collection Accounts from time to time;
  - (c) charges by way of first ranking charge all of its rights in, to and in respect of the Custody Accounts and the assets held by the Custodian on its behalf from time to time;
  - (d) charges by way of first ranking charge all of its rights, title and interest in and to all Shares which the Existing Issuer holds from time to time and all dividends, interest and other monies payable in respect of those Shares and all Related Rights;
  - (e) charges by way of first ranking charge all of its rights, title and interest in and to all Financial Instruments which the Existing Issuer holds from time to time and all monies payable in respect of those Financial Instruments and all Related Rights;



- (f) charges by way of first floating charge all of its present and future assets and the whole of its undertaking;

other than, in each case, in respect of any Excluded Assets; and

- (g) charges by way of first ranking charge all of its rights, title and interest in and to the proceeds of the Excluded Assets which the Existing Issuer has an interest in from time to time and in respect of which such security is permitted,

in each case, subject to all conditions and limitations set out in clauses 4 (*Creation of Security*), 6 (*Specified Agreements*), 7 (*Loan Interests*) and 8 (*Shares and Financial Instruments*) of each Security Trust Deed.

4. Terms used in paragraph 3 above and not defined therein have the meanings given to them in the applicable Security Trust Deed.
5. For the purposes of this Schedule 1 only, the provisions of clauses 2 (*Collection and Custody Accounts*), 3 (*Payment and Performance of the Secured Liabilities*), 4.10 (*Conversion of security*), 5 (*Further Assurances*), 9 (*Restrictions on Dealings*), 10 (*Security Provider Representations and Warranties*), 11 (*Preservation of Security*), 12 (*When Security Becomes Enforceable*), 13 (*Enforcement of Security*), 14 (*Receiver*), 15 (*Powers of Receiver*), 16 (*Application of Proceeds*), 17 (*Terms of Appointment of Security Trustee*), 18 (*Waiver and Modification*), 19 (*No Waiver*), 20 (*Avoidance of Payments*), 21 (*Appointment of New Security Trustee*), 22 (*Retirement and Termination of Security Trustee*), 23 (*Remuneration and Indemnification of the Security Trustee*), 25 (*Miscellaneous*), 26 (*Release*), 28 (*Language*), 29 (*Severability*) and 30 (*Waivers and Remedies Cumulative*) of the applicable Security Trust Deed are incorporated into this Deed as if set out in full in this Deed in respect of each Existing Issuer/Guarantor, but so that references in those clauses to:
  - (a) the "Security Provider" are references to the relevant Existing Issuer/Guarantor;
  - (b) the "Security Trustee" are references to GSI as security trustee; and
  - (c) the "Security Trust Deed" are references to Schedule 1 of this Deed.
6. Each Existing Issuer/Guarantor, by way of security, irrevocably and severally appoints GSI as security trustee, each Receiver (as defined in the applicable Security Trust Deed) and any of their delegates or sub-delegates to be its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:
  - (a) to execute and do all such assurances, act and things which that Existing Issuer/Guarantor is obliged to do under Schedule 1 of this Deed including without limitation to make any demand upon or to give any notice or receipt to any person by whom any Security Assets (as defined in the applicable Security Trust Deed) are for the time being due or owing; and
  - (b) generally in its name and on its behalf to exercise all or any of the rights conferred on GSI as security trustee, each Receiver and any of their delegates

or sub-delegates in relation to the Security Assets or under Schedule 1 of this Deed, and

- (c) each Existing Issuer/Guarantor ratifies and confirms and agrees to ratify and confirm whatever such attorney shall do or purport to do in the exercise or purported exercise of its powers, discretions and authorities under this paragraph 6.

**SIGNATURES TO THE MERCER CROSS-COLLATERALISATION ACCESSION  
DEED**

**ACCEDING ISSUER/GUARANTOR**

**EXECUTED as a DEED**

for and on behalf of

**MERCER INVESTMENTS (SINGAPORE) PTE. LTD.**

by:



*Director's signature*

Name: **Tan Ching Chek**

Director

*in the presence of and attested to by:*



*Witness' signature*

Name: **Teo Ah Hiong**

**ACCEDING PARENT**

**EXECUTED** as a **DEED**  
for and on behalf of  
**ASIA INVESTING HOLDINGS PTE. LTD.**  
by:



*Director's signature*

Name: **Lo Swee Oi**

Director

*in the presence of and attested to by:*

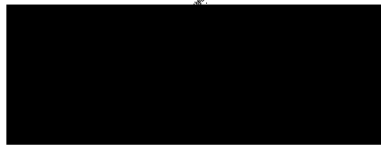


*Witness' signature*

Name: **Teo Ah Hiong**

**GLQI**

**EXECUTED** as a deed )  
by **GLQ INTERNATIONAL** )  
**HOLDINGS LTD** )  
acting by Michael Lynam )  
..... Director )



**GLQC**

**EXECUTED** as a deed  
by **GLQC S.À R.L.**  
acting by

.....

Alexis de Montpellier  
Manager

)  
)  
)  
)  
Yvanna ESSOMBA  
Manager

GLQL as lender and borrower

EXECUTED as a deed  
by GLQL S.À R.L.  
acting by

... [REDACTED] ....

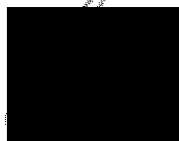
Alexis de Montgellier  
Manager

)  
)  
)  
)  
Yvonne ESSOMBA  
Manager

[REDACTED]

**ELQ II**

**EXECUTED** as a deed )  
by **ELQ INVESTORS II LTD** )  
acting by )  
William Thomas Gannon )



in the presence of:

Signature of witness:



Name of witness: Nicholas Watson

Address of witness: 1 Kings Avenue  
Turbridge Wells  
TN4 7FH

Witness occupation: Solicitor



ELQ VI

EXECUTED as a deed )  
by ELQ INVESTORS VI LTD )  
acting by )  
.....*Jeremy Wilshire*..... )



in the presence of:

Signature of witness: 

Name of witness: *NICHOLAS WATSON*

Address of witness: *1 KINGS AVENUE  
TUNBRIDGE WELLS  
TN11 9FH*

Witness occupation: *Solicitor*

**ELQ IX**

**EXECUTED** as a deed )  
by **ELQ INVESTORS IX LTD** )  
acting by )  
..Jeremy Wiltshire.. )

in the presence of:

Signature of witness:

Name of witness: NICHOLAS WATSON

Address of witness: 1 KINGS AVENUE  
TUNBRIDGE WELLS  
TN4 9FH

Witness occupation: Solicitor

GLQH

EXECUTED as a deed )  
by GLQ HOLDINGS (UK) LTD )  
acting by )  
...*Oliver Bingham*... )

in the presence of:

Signature of witness: 

Name of witness: *Nicholas Watson*

Address of witness: *1 Kings Avenue*  
*Tunbridge Wells*  
*TN11 9PH*

Witness occupation: *Solicitor*

GSI

EXECUTED as a deed )  
by GOLDMAN SACHS )  
INTERNATIONAL )  
acting by )  
*William Thomas Gibson* )



in the presence of:

Signature of witness:



Name of witness: *NICHOLAS WATSON*

Address of witness: *1 Kings Avenue*  
*Turbridge Wells*  
*BN4 9FH*

Witness occupation: *Solicitor*

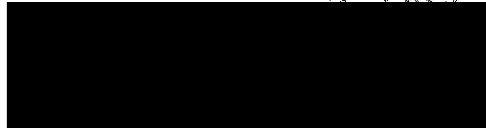
The above is hereby acknowledged and agreed as at the date of this Deed by GSIB in its capacity as sole noteholder in respect of each of the Covered Senior Notes (other than the New Notes). This acknowledgment and agreement constitutes a written resolution for the purposes of the term and conditions of each of the Covered Senior Notes (other than the New Notes).

**GSIB**

**EXECUTED** as a deed  
by **GOLDMAN SACHS**  
**INTERNATIONAL BANK**  
acting by

\*\*\*\*\*

)  
)  
)  
)  
)



in the presence of:

Signature of witness:



**Mathew McDermott**

**Managing Director**  
**Goldman Sachs International**

Name of witness: NICHOLAS WATSON

Address of witness: 1 KINGS AVENUE  
TONBRIDGE WELLS  
TN11 9AA

Witness occupation: Scribe

Clause 10 (*Framework Agreement*) is hereby acknowledged and agreed as at the date of this Deed by ELQ Holdings (UK) Ltd. For the avoidance of doubt, ELQ Holdings (UK) Ltd shall only constitute a "Party" as defined in this Deed in respect of and for the sole purpose of Clause 10 (*Framework Agreement*).

EXECUTED as a deed )  
by ELQ HOLDINGS (UK) LTD )  
acting by )  
Jeremy Wiltshire )

in the presence of:

Signature of witness:

Name of witness: NICHOLAS WATSON

Address of witness: 1 KINGS AVENUE  
TURNBROOK WELLS  
TN4 9AT

Witness occupation: Solicitor