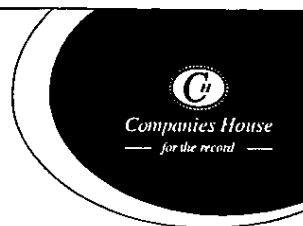


V 057279 | 13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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

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

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

THURSDAY



ARF55YXL

A04

03/11/2011

61

COMPANIES HOUSE

1 Company details

Company number 1 1 2 2 5 0 3

Company name in full GOLDMAN SACHS INTERNATIONAL BANK

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 Date of creation of charge

Date of creation 2 6 1 0 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

CREST SECURITY DEED DATED 26TH OCTOBER 2011 (THE "SECURITY DEED") BETWEEN
THE COMPANY AND BARCLAYS BANK PLC

4 Amount secured

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

Amount secured

By clause 2.1 of the Security Deed the Company covenanted with the
Bank that it will duly and punctually pay or discharge to the Bank all
debts, obligations and liabilities whatsoever at the date of the Security
Deed and from time to time thereafter (whether before or after the
service of a Default Notice) due, owing or incurred by the Company to
the Bank (whether solely or jointly, or jointly and severally, with
another or others, and whether as principal or surety, and whether
actual or contingent, present or future) including (whether before or
after any judgment) all interest, costs and other charges whatsoever
and including, without limitation, any such debts, obligations and
liabilities which arise in connection with

(a) the Facility Agreement and/or the Security Deed, or

Continuation page

Please use a continuation page if
you need to enter more details

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) the making of any Assured Payment and/or RTGS Payments by the Bank for the account of the Company, or</p> <p>(c) any transfer of stock to the Company by means of CREST, or</p> <p>(d) any transfer of stock to the Company by means of CREST, whether the Company is acting for itself or on behalf of a system-beneficiary, or</p> <p>(e) any transfer by a system-beneficiary to the Company, as system-beneficiary, by means of CREST of the first system-beneficiary's interest in stock held by a relevant nominee where the relevant nominee will continue to hold the stock on behalf of the Company, or</p> <p>(f) any agreement to make a transfer of the kind specified in paragraphs (d) or (e) above, or</p> <p>(g) any issue of stock to the Company by means of CREST, whether the Company is acting for itself or on behalf of a system-beneficiary,</p> <p>whether such debts, obligations or liabilities are incurred by the Company on its own account or on behalf of a system-beneficiary</p>	

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	BARCLAYS BANK PLC	
Address	1 CHURCHILL PLACE	
	LONDON	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
	Continuation page Please use a continuation page if you need to enter more details	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
	Continuation page Please use a continuation page if you need to enter more details	
Short particulars	<p align="center">SCHEDULE TO FORM MG01 FOR CREST SECURITY DEED</p> <p align="center">DEFINITIONS</p> <p>In this Form MG01 and Schedule, the following expressions have the following meanings</p> <p>"Assured Payment Obligation" means an obligation of a Settlement Bank arising pursuant to the relevant Assured Payment Agreement or the relevant Settlement Bank Agreement and "Assured Payment" shall be construed accordingly,</p> <p>"Assured Payment Agreement" means any agreement for the time being in force between EUI and each relevant Settlement Bank, which contains the terms and conditions governing the relationship between such Settlement Banks as a result of their admission to settlement bank status in respect of the Designated Currency specified therein,</p> <p>"Authorised CREST Sponsor" means the Bank in its capacity as CREST Sponsor of the Company, or any person appointed by the Bank as CREST Sponsor of the Company, pursuant to clause 15 2 of the Security Deed,</p> <p>"Bank" includes any transferee or successor (whether immediate or derivative) of the Bank and any company with which it may amalgamate,</p> <p>"Charged Property" means the property, assets, rights, receivables and benefits of the Company which are for the time being comprised in or subject to the Security Interests constituted by the Security Deed, and references to the Charged Property include references to any part of it,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Relevant Persons" means the Authorised CREST Sponsor, the Escrow Agent, the Receiver, any accountant or other person appointed under clause 10 1 of the Security Deed and any person appointed to act as substitute attorney or delegate under clause 15 2 of the Security Deed and (unless the context otherwise requires) includes each or any of them and "Relevant Person" shall be construed accordingly,</p> <p>"RTGS Currency" means either or both of Pounds Sterling or Euro,</p> <p>"RTGS Payment Obligation" means on obligation of the Bank to pay an amount of Pounds Sterling or Euros to another Settlement Bank under the applicable CREST RTGS Payment Agreement or the relevant Settlement Bank Agreement or, as the context may require, a corresponding obligation by another Settlement Bank to pay Pounds Sterling or Euros in favour of the Bank under the CREST RTGS Payment Agreement and an agreement between that Settlement Bank and EUI in terms similar to the Settlement Bank Agreement, and "RTGS Payment" shall be construed accordingly,</p> <p>"Secured Amounts" means the obligations, money and liabilities which the Company covenants in clause 2 of the Security Deed to pay or discharge to the Bank (whether or not appearing on the Controlled Accounts), and references to the Secured Amounts include references to any of them,</p> <p>"Security Interest" means</p> <ul style="list-style-type: none"> (a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest whatsoever, howsoever created or arising, (b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off, (c) any other agreement or arrangement whatsoever having the same or a similar commercial or economic effect as security, and (d) any agreement for any of the foregoing, <p>"Settlement Bank" means, in respect of any Designated Currency, a bank which has contracted with EUI and the other Settlement Banks to make and receive Assured Payments and/or RTGS Payments for the account of CREST Members and CREST Registrars and continues so to act,</p> <p>"Settlement Bank Agreement" means the agreement(s) for the time being in force between a Settlement Bank and EUI which contains the terms and conditions governing the relationship between EUI and such Settlement Bank as a result of its admission to settlement bank status in respect of one or more Designated Currencies,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"stock" means shares, stocks, debentures, debenture stock, UK government securities and (without limitation) any other securities and investments of any description or any of them (including, without limitation, all and any uncertificated units of any securities (as defined in the Regulations)) and shall include units (whether in uncertificated or certificated form) of, and interests in, any of them but, for the purpose of clause 3 2 of the Security Deed, the expression "stock" shall not include any excluded stock, and</p> <p>"stock account" means a stock account maintained within the CREST relevant system in relation to each class of security held by a CREST Member as described in the CREST Manual</p> <p style="text-align: center;">PROPERTY CHARGED</p> <p>By clause 3 of the Security Deed as continuing security for the payment or discharge of the Secured Amounts the Company with full title guarantee charged to the Bank</p> <p>by way of first fixed charge</p> <p>(a) all sums and payments at the date of the Security Deed and from time to time thereafter <u>receivable by or for the account of the Company</u> by reason or in respect of any transfer or debit of, or agreement to transfer or debit, stock from any stock account of or in the name of or otherwise referable to the Company in CREST or of any transfer by the Company of any of its right, title or interest to or in stock represented or to be represented by any credit balance for the time being on any such stock account in CREST, together with all rights and interests in such sums and payments, and</p> <p>(b) all sums and payments from time to time after the date of the Security Deed receivable by or for the account of the Company by reason of or in respect of the closing out or liquidation of any unsettled contract relating to any stocks in CREST, and</p> <p>(c) all right, title and interest of the Company to or in all money at the date of the Security Deed or at any time thereafter standing to the credit of the Controlled Accounts, together with all rights relating or attaching thereto, including interest accruing thereon, and,</p> <p>(d) all right, (including property rights) title and interest of the Company to or in all securities at the date of the Security Deed or at any time thereafter held in each Escrow Account, together with all rights relating or attached thereto, or any sum or benefit deriving from stock which is no longer in an uncertificated form, whether by reason of the Company (or any person holding stock on behalf of the Company) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the Bank or any Relevant Person or otherwise, save to the extent that such stock derives from an excluded stock account, and</p> <p>by way of first floating charge</p> <p>(a) all eligible stock held by, or on behalf of or for the account of, the Company in CREST,</p>	

+9

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="347 405 1021 434">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="347 472 1433 566">(b) all and any property, property rights or interest of the Company in, or rights of the Company to, eligible stock in CREST, including (without limitation) interests of the kinds specified in Regulations 25(1)(a) and 25(2)(a) of the Regulations,</p> <p data-bbox="347 607 1390 795">(c) all and any sums or other benefits due or becoming due to the Company or its nominee by reason of its holding of or entitlement to stock in CREST which at the time of the sums or benefits becoming due was eligible stock in CREST, including, without limitation, sums or benefits due or becoming due by way of repayment, bonus, allotment, dividend, interest, preference, redemption or conversion or accruing or offered in respect of eligible stock in CREST in which the Company has an interest,</p> <p data-bbox="347 835 1445 1023">(d) all and any stock or rights (including property rights), title or interest of the Company in, or any sum or benefit deriving from, stock which is no longer in an uncertificated form, whether by reason of the Company (or any person holding stock for or on behalf of the Company) having become a former system-member of CREST, or such stock being converted into certificated form at the request of the Company, the Bank or any Relevant Person or otherwise, save to the extent that such stock derives from an excluded stock account, and</p> <p data-bbox="347 1064 1436 1122">(e) all and any right, title and interest of the Company in any of the assets or property described in clause 3 1 of the Security Deed,</p> <p data-bbox="355 1162 1453 1220">except in each case to the extent that such assets, property, stock, sums or benefits are effectively charged to the Bank by way of fixed charge under the Security Deed</p> <p data-bbox="740 1261 896 1283" style="text-align: center;">COVENANTS</p> <p data-bbox="347 1294 1414 1352">By clause 5 1 of the Security Deed, the Company has covenanted, inter alia, with the Bank that, except as otherwise expressly agreed in writing by the Bank</p> <p data-bbox="347 1393 1422 1451">(a) not to create or permit to subsist any Security Interest (except those contained in the Existing Security Deeds and in the Security Deed) affecting any of the Charged Property,</p> <p data-bbox="347 1491 1453 1845">(b) to pay or permit the Bank to pay into the Controlled Accounts any and all sums becoming due to the Company in respect of the Debts or pursuant to any Assured Payment or RTGS Payment received by the Bank for the account of the Company and not to transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any Debts nor otherwise to deal with the same except by getting in the same in the usual course of trading, and to pay into the Controlled Accounts all money which the Company may receive in respect of Debts (it being agreed that the Company shall not be entitled to withdraw any such money from any such account unless otherwise expressly agreed in writing by the Bank) and, if and whenever the Bank so requires, promptly to execute, at the Company's own cost, a legal assignment to the Bank in terms specified by the Bank of all or any Debts and any Security Interests or documents relating to them or to negotiate the same to the Bank,</p> <p data-bbox="347 1886 1410 1944">(c) not to withdraw, or attempt to withdraw, any stock from an Escrow Account unless otherwise expressly agreed in writing by the Bank,</p>

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) not to part with, sell, transfer or otherwise dispose of any part of the Charged Property for the time being the subject of any of the fixed charges created by the Security Deed or any of its right, title or interest therein,

(e) not to part with, sell, transfer or otherwise dispose of any part of the Charged Property for the time being the subject of any of the floating charges created by the Security Deed or any of its right, title or interest therein except in the ordinary course of and for the purposes of the Company's trading activities, and

if the Company parts with, sells, transfers or otherwise disposes of any of its right, title and interest in the Charged Property, to collect in the usual course of trading any sum receivable by the Company in respect of such sale, transfer or other disposal and to pay the same to the credit of the Controlled Accounts

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

NONE

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name REF -BC 1-1044287344-7885108

Company name BARCLAYS BANK PLC

COMPANY REGISTRATIONS TEAM

Address UK BANKING SERVICE CENTRE

PO BOX 299

Post town BIRMINGHAM

County/Region WEST MIDLANDS

Postcode B 1 3 P F

Country ENGLAND

DX

Telephone 0845 300 3971



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1122503
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CREST SECURITY DEED DATED 26
OCTOBER 2011 AND CREATED BY GOLDMAN SACHS
INTERNATIONAL BANK FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK
PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 3
NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER
2011

B/S



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES