

# MR01

## Particulars of a charge



Companies House



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



RCS \*R7HPNDV\*  
31/10/2018 #66  
COMPANIES HOUSE  
RCS \*R7IC745C\*  
09/11/2018 #1  
COMPANIES HOUSE  
A18 \*A7HP7GNU\*  
31/10/2018 #364  
COMPANIES HOUSE

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

☐ **What this form is for**  
You may not use this form to  
register a charge which is not  
instrument. Use form MR01.

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  
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  
320  
→ **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 1 9 1 0 2 0 1 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 The Depositary Trust Company ("DTC")

Name

Name

Name

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

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

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## 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.

Brief description

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.

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## 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.

☐ Yes

☒ No

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## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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## 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.

☐ Yes

☒ No

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Trustee statement <sup>①</sup>

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

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## Signature

Please sign the form here.

Signature

Signature

X Arnold & Pate Range Solicitors (UK) LLP X

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

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### 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 Benjamin Kieft

Company name Arnold & Porter Kaye Scholer UK LLP

Address Tower 42

25 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 H Q

Country UK

DX

Telephone 02077866132



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 2263951

Charge code: 0226 3951 0320

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2018 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2018.

P

Given at Companies House, Cardiff on 13th November 2018



**Companies House**



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

Except for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that the appended Participant's Agreement is a true and complete copy of the original of which it purports to be a copy.

**ARNOLD & PORTER KAYE SCHOLER LLP**

By: Mark I. Sokolow

Name: Mark I. Sokolow

Title: Senior Counsel

250 West 55<sup>th</sup> Street  
New York, NY 10019-9710

Date: October 24, 2018

**PARTICIPANT'S AGREEMENT**  
**AS PROVIDED FOR IN RULE 2, SECTION 1 OF THE RULES**

The undersigned hereby makes application to continue as or become, as the case may be, a Participant of The Depository Trust Company (hereinafter called the "Corporation") and agrees:

The undersigned shall abide by the By-Laws and Rules of the Corporation and shall be bound by all of the provisions thereof including the provisions prescribing the rights and remedies which the Corporation shall have with respect to Securities held by or for the Corporation for the undersigned's account, and the Corporation shall have all of the rights and remedies contemplated by the By-Laws and Rules of the Corporation. Notwithstanding that the undersigned may have ceased to be a Participant, the undersigned shall continue to be bound by the By-Laws and Rules of the Corporation as to all matters and transactions occurring while the undersigned was a Participant.

The By-Laws and Rules of the Corporation shall be a part of the terms and conditions of every contract or transaction which the undersigned may make or have with the Corporation.

The undersigned shall pay to the Corporation the compensation due it for services rendered to the undersigned based on the Corporation's fee schedules, and such fines as may be imposed or deposits as may be required in accordance with the By-Laws and Rules of the Corporation for the failure of the undersigned while a Participant to comply therewith.

The undersigned shall pay to the Corporation any amounts which pursuant to the provisions of Rule 4 of the Rules of the Corporation shall become payable by the undersigned to the Corporation.

The undersigned's books and records, to the extent only that they relate to services rendered to the undersigned by the Corporation, shall at all times during the undersigned's regular business hours (and at such other times as may be acceptable to the undersigned) be open to the inspection of the duly authorized employees or agents of the Corporation and the Corporation shall be furnished with all such information with respect to such services rendered to the undersigned as it may require; provided, however, that (i) the Corporation's right to inspect the books and records of the undersigned and to be furnished with information as provided herein shall extend only to books, records and information relating to the undersigned's relationship with the Corporation or to contracts or transactions which the undersigned has made or had with the Corporation and shall not extend to books, records and information relating to the undersigned's relationship with persons upon whose behalf it may obtain the services of the Corporation nor to books, records and information relating to such persons, their accounts or market activity and (ii) the Corporation's right to inspect the books and records of the undersigned and to be furnished with information as provided herein shall be subject to any applicable laws, rules and regulations of regulatory bodies having jurisdiction over the undersigned, which relate to the confidentiality of records.

The Corporation is authorized to provide to the issuer of any Security at any time credited to the account of the undersigned the name of the undersigned and the amount of the issuer's Securities so credited, and the Corporation is authorized to provide similar information to any appropriate governmental authority.

The determination of the Corporation by its Board of Directors of all questions affecting the charges to which the deposit of the undersigned to the Participants Fund is or may be subject shall be final and conclusive.

The undersigned hereby appoints the Corporation its agent and attorney-in-fact (i) to enter into a custody agreement with any bank, trust company or other appropriate entity (a "Custodian") chosen by it, such agreement to be in such form and containing such terms and provisions as the Corporation may, in its sole discretion, approve, and the undersigned hereby ratifies and confirms any and all action heretofore taken by the Corporation in this connection and (ii) to instruct each Custodian as to the delivery of any and all Securities held by any such Custodian pursuant to any such agreement.

The undersigned shall, except as otherwise permitted by the Corporation, give all instructions by it concerning any Securities held by the Corporation for the undersigned's account, or by any Custodian subject to the instructions of the Corporation, through the Corporation and not otherwise.

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Each Custodian shall be entitled to act and rely in all respects upon, and as regards such Custodian the undersigned shall be bound by, the instructions of the Corporation with respect to any Securities from time to time held by the Corporation for the undersigned's account or by such Custodian subject to the instructions of the Corporation.

Each Security delivered for the undersigned's account to the Corporation for deposit with the Corporation may be transferred into the name of any nominee designated by the Corporation or by such Custodian as the Corporation may select, if it is delivered to such Custodian, and retained by the Corporation or delivered to such Custodian as the Corporation may select and the undersigned will indemnify the Corporation and any nominee of the Corporation in the name of which Securities credited to the undersigned's account are registered against all loss, liability and expense which they may sustain, without fault on the Corporation's part, as a result of securities credited to the undersigned's account being registered in the name of any such nominee, including (i) assessments, (ii) losses, liabilities and expenses arising from claims of third parties and from taxes and other governmental charges, and (iii) related expenses in respect of any such securities.

The undersigned shall be bound by any amendment to the By-Laws or Rules of the Corporation with respect to any transaction occurring subsequent to the time such amendment takes effect as fully as though such amendment were now a part of the By-Laws and Rules of the Corporation; provided, however, that no such amendment shall affect the undersigned's rights to cease to be a Participant, or change the provisions of Rule 4 or the formula in accordance with which the deposit of the undersigned to the Participants Fund is determined unless, before such amendment or change becomes effective, the undersigned is given ten business days' notice thereof and the opportunity to give written notice to the Corporation of its election to terminate its business with the Corporation.

The undersigned acknowledges that it has reviewed the By-Laws and Rules of the Corporation as in effect at the date hereof, including the provisions of Rule 4 relating to the Participants Fund and the use thereof by the Corporation for the purposes of the Corporation's business.

The undersigned shall be bound by all the provisions of this agreement immediately upon the approval by the Corporation of this application. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This agreement and all transactions effected by the undersigned with any other party, or to which the undersigned is a party, under the By-Laws and the Rules of the Corporation or through the facilities of the Corporation shall be governed by and construed in accordance with the laws of the State of New York.

**GOLDMAN SACHS INTERNATIONAL**

(FIRM NAME)

Redacted pursuant to s.859G Companies Act 2006

**FIRM SIGNATURE - AUTHORIZED OFFICER**

Redacted pursuant to s.859G Companies Act 2006

~~(CORPORATE SEAL)~~

APPROVED:

**THE DEPOSITORY TRUST COMPANY**

Redacted pursuant to s.859G Companies Act 2006

By:

EB41CE6DDA

**AUTHORIZED SIGNATURE**

Date:

10/19/2018

Alberto Sanchez-Perojo

Executive Director

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