



Registration of a Charge

Company Name: **GOLDMAN SACHS INTERNATIONAL**

Company Number: **02263951**



XCY86I0Q

Received for filing in Electronic Format on the: **05/03/2024**

Details of Charge

Date of creation: **01/03/2024**

Charge code: **0226 3951 0452**

Persons entitled: **GOLDMAN SACHS INTERNATIONAL BANK AS THE SECURED PARTY**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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: 2263951

Charge code: 0226 3951 0452

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2024 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2024 .

Given at Companies House, Cardiff on 8th March 2024

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**

EXECUTION VERSION

GOLDMAN SACHS INTERNATIONAL
as Pledgor

and

GOLDMAN SACHS INTERNATIONAL BANK
as Secured Party

SECURITY AGREEMENT DATED 1 March 2024

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THIS SECURITY AGREEMENT is dated 1 March 2024 and is made

BETWEEN:

- (1) **Goldman Sachs International**, a company incorporated with unlimited liability in England, having its *registered* office at Plumtree Court, 25 Shoe Lane, London EC4A 4AU, as pledgor (the "**Pledgor**").

and

- (2) **Goldman Sachs International Bank**, a company incorporated with unlimited liability in England, having its *registered* office at Plumtree Court, 25 Shoe Lane, London EC4A 4AU, as secured party (the "**Secured Party**").

WHEREAS:

- A. The Pledgor and the Secured Party have entered into the Loan Agreement (as defined below).
- B. As security for the Secured Obligations (as defined below), the Pledgor is willing to pledge the Posted Collateral (as defined below) to and in favor of the Secured Party in accordance with the terms of this Agreement (as defined below).

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Recitals A and B above are an integral part of this Agreement.

1.2 Unless the context otherwise requires or unless otherwise defined in this Agreement, capitalized words and expressions defined in the Loan Agreement shall have the same meaning when used in this Agreement. In addition, the following definitions will apply:

"**Account(s)**" means the account in the name of the Pledgor as listed on page 1 of the Account Control Agreement, together with any sub-accounts of such accounts as may be opened and maintained by the Intermediary for and on behalf of the Pledgor from time to time, including any renewal, redesignation or replacement thereof, subject always to the terms hereof, as well as any new account in accordance with Clause 2.2 of this Agreement;

"**Account Control Agreement**" means the blocked account control agreement entered into among the Pledgor, the Secured Party and the Intermediary dated 1 March 2024 as may be amended from time to time;

"**Agreement**" means this agreement;

"**Banking Act**" means the Banking Act 2009 of the United Kingdom, as amended from time to time;

"Event of Default" has, with respect to the Pledgor, the meaning given to such term in the Loan Agreement;

"Excess Amount" means any amount by which the Valuation Amount exceeds the Threshold Valuation Amount;

"Finance Document" has the meaning given in the Loan Agreement;

"Intermediary" means JPMorgan Chase Bank N.A and its permitted successors and assigns;

"Loan Agreement" means the loan agreement between the Pledgor and the Secured Party dated or about the date of this Agreement;

"Proper Instructions" means instructions for the purpose of and submitted in accordance with the Account Control Agreement, addressed to the Intermediary with a copy to the Secured Party;

"Pledge" means the grant of security interest and lien of Clause 2 (*Pledge*);

"Posted Collateral" means (i) the Accounts and all Related Rights and (ii) all cash, securities and other property that have been paid or transferred by the Pledgor to the Accounts in accordance with the other Transaction Security Documents;

"Related Rights" means, in relation to the Accounts:

- (a) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from such Accounts; and
- (b) any moneys and proceeds paid or payable in respect of such Accounts;

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by the Pledgor to the Secured Party under or pursuant to the Finance Documents, whether actual or contingent, whether originally incurred by the Pledgor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Loan Agreement, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Transaction Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law;

"Secured Party Rights Event" has the meaning given to it in Clause 9.1;

"Set-off" means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement (whether arising under this Agreement, another contract, applicable law or otherwise) and, when used as a verb, the exercise of any such right or the imposition of any such requirement;

"Transaction Security Documents" has the meaning given in the Loan Agreement;

- 1.3 In this Agreement any reference to any agreement or document (howsoever named) is to such agreement or document as it may be amended, supplemented or extended from time to time, whether before or after the date hereof.
- 1.4 Clause headings are for ease of reference only.
- 1.5 Words importing the singular shall include the plural and vice versa.

2. PLEDGE

- 2.1 The Pledgor hereby pledges to the Secured Party, as security for the Secured Obligations, and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against each Account and all other Posted Collateral. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.
- 2.2 If for any reason the Pledge ceases to be a continuing security or any subsequent charge or other interest affects the Pledged Rights (in each case, other than in relation to either (a) a lien imposed on all securities in a clearing or securities settlement system in which any Posted Collateral may be held by the Intermediary (to the extent such lien has not been waived by the clearing or securities settlement system) or (b) a lien or security interest in favor of the Intermediary expressly referred to in the Account Control Agreement), the Secured Party may direct that the Pledgor opens a new account or accounts with the Intermediary which shall automatically become subject to this Agreement and as from the opening of such accounts, any reference to "Account(s)" shall be construed so to include the relevant new account or accounts.
- 2.3 Without limiting the rights of the Secured Party under the other provisions of this Agreement, prior to the service of a Proper Instruction, the Secured Party will have no right to:
 - (a) sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral; or
 - (b) register any Posted Collateral in the name of the Secured Party, its custodian or a nominee for either.

3. TRANSFERS

All transfers under this Agreement or pursuant to any other Transaction Security Document of any Posted Collateral shall be made in accordance with Proper Instructions and shall be made (i) in the case of Cash, by payment or delivery by wire transfer into one or more bank accounts specified by the recipient, and (ii) in the case of securities that can be paid or delivered by book-entry, by causing the relevant depository institution(s) or other securities intermediaries to make changes to their books and records sufficient to result in a legally

effective transfer of the transferring party's legal and beneficial title to the recipient or its agent.

4. REPRESENTATIONS

4.1 The Pledgor hereby represents and warrants to the Secured Party (which representations will be deemed to be repeated as of each date on which it transfers Posted Collateral) that:

- (a) it has the power to grant a security interest in any Posted Collateral it transfers to the Account(s) under this Agreement and the other Transaction Security Documents and has taken all necessary actions to authorise the granting of that security interest;
- (b) it is the sole owner of all Posted Collateral (and rights thereto) it transfers to the Account(s) under this Agreement and the other Transaction Security Documents, free and clear of any security interest, lien, encumbrance or other interest or restriction other than the Pledge and other than (i) a lien imposed on all securities in a clearing or securities settlement system pursuant to its general terms and conditions in which any such Posted Collateral may be held by the Intermediary (to the extent such lien has not been waived by the clearing or securities settlement system) or (ii) any right of set-off in favor of the Intermediary expressly referred to in the Account Control Agreement
- (c) each item of Posted Collateral is fully paid and is not subject to any option to purchase or similar right;
- (d) upon the transfer of any Posted Collateral by it as the Pledgor to the Account(s) under the terms of this Agreement and the other Transaction Security Documents, the Secured Party will have a valid and perfected first priority security interest in such Posted Collateral; and
- (e) the performance by it of its obligations under this Agreement will not result in the creation of any security interest, lien or other interest or encumbrance in or on any Posted Collateral other than the security interest created under this Agreement and the other Transaction Security Documents.

5. UNDERTAKINGS

5.1 The Pledgor hereby undertakes to the Secured Party that:

- (a) except in accordance with this Agreement and the other Transaction Security Documents and save to the extent permitted by the Loan Agreement, it shall not dispose of the Posted Collateral, including, but not limited to, transfer thereof to any third party, without the prior written consent of the Secured Party, without prejudice to statutory liens arising by operation of law and mandatorily preferred by law,

- (b) it shall not create any pledge, charge or other interest over the Posted Collateral other than (i) a lien imposed on all securities in a securities settlement or clearing system pursuant to its general terms and conditions in which any such Posted Collateral may be held by the Intermediary (to the extent such lien has not been waived by the clearing or securities settlement system) or (ii) a lien or security interest in favor of the Intermediary expressly referred to in the Account Control Agreement;
 - (c) the Accounts shall not be closed, released or settled by the Pledgor (except as permitted hereunder) without the Secured Party's prior written consent;
 - (d) it shall not do or cause or permit to be done anything which will, or could be reasonably expected to, adversely affect the Secured Party's rights under this Agreement and the other Transaction Security Documents or the Pledge or which in any way is inconsistent with or depreciates, jeopardizes or otherwise prejudices the Pledge or the Posted Collateral; and
 - (e) it shall cooperate with the Secured Party, and sign or cause to be signed all such further documents and take all such further action as the Secured Party may from time to time reasonably request to perfect and protect the Pledge and to carry out the provisions and purposes of this Agreement.
- 5.2 Notwithstanding the provisions of Clause 5.1, the Pledgor may, prior to the occurrence of an Event of Default, from time to time request that the Pledgee release from an Account (and, therefore, from the Pledge) and transfer to the Pledgor any Excess Amount.
- 5.3 The Pledgee shall consent to a request under Clause 5.2 if it determines that:
- (a) no Event of Default has occurred or will occur as a result of such withdrawal; and
 - (b) the withdrawal of such Excess Amount shall not cause the Valuation Amount to fall below the Threshold Valuation Amount as at the date of instruction or on the date of such withdrawal,

and in such case the Pledgee shall promptly direct the Intermediary at which the relevant Account is maintained to release any such Excess Amount to the Pledgor.

6. SCOPE OF THE PLEDGE

- 6.1 The Pledge shall not be satisfied and shall not be released or discharged by any intermediate payment, performance, discharge or satisfaction of any part of the Secured Obligations and shall be a continuing security interest and shall extend to cover any sum or sums of money or other liabilities and obligations which shall for the time being constitute the balance of the Secured Obligations. The Pledge shall remain in force until its release, and shall, in particular, not be discharged by reason of the circumstance that there is at any time no Secured Obligation owing to the Secured Party.

- 6.2 The Secured Party may at any time without discharging or in any way affecting the Pledge (a) grant the Pledgor any time or indulgence, (b) concur in any moratorium of the Secured Obligations, (c) abstain from taking or perfecting any other security and discharge any other security, and (d) abstain from exercising any right or recourse or from proving or claiming any debt and waive any right or recourse or (e) take any other action with respect to the Secured Obligations.
- 6.3 The Pledge shall not be discharged by the entry of any Secured Obligations into any current account or any other account in which case the Pledge shall secure any provisional or final balance of such current account up to the amount in which such Secured Obligations were entered therein.

7. **POSSIBLE SEIZURE OR ATTACHMENT**

In the event the Pledgor becomes aware of any actual or pending seizure or attachment by a third party of any of the Posted Collateral, the Pledgor shall, at its own expense, (a) promptly notify the Secured Party and send it or its attorneys a copy of the relevant attachment or seizure documentation (b) notify the third party or the attorneys acting on behalf of such third party in writing of the Secured Party's rights under this Agreement, and (c) take such reasonable measures to challenge the attachment or seizure and obtain the release of such attachment or seizure within thirty Business Days and (d) to keep the Secured Party regularly informed of the status of the measures referred to in paragraph (c).

8. **ADDITIONAL SECURITY**

The Pledge shall be in addition to and shall not in any way be prejudiced by or dependent on any guarantee, lien, security interest, claim, option, pledge, charge, assignment, transfer and other encumbrances of any kind now or hereafter held by the Secured Party as security for the Secured Obligations or to which the Secured Party may be entitled. The rights of the Secured Party hereunder are in addition to and not exclusive of those provided by law.

9. **CERTAIN RIGHTS AND REMEDIES**

- 9.1 If at any time an Event of Default has occurred and is continuing, then, unless the Pledgor has paid in full all of its Secured Obligations that are then due, a **""Secured Party Rights Event""** shall subsist and the Secured Party may exercise one or more of the following rights and remedies:

(i) all rights and remedies available to a secured party under applicable law with respect to Posted Collateral held by the Secured Party;

(ii) the right to Set-off any amounts payable by the Pledgor with respect to any Secured Obligations and

(iv) the right to liquidate any Posted Collateral held by the Secured Party through one or more public or private sales or other dispositions with such notice, if any, as may be required under applicable law, free from any claim or right of any nature whatsoever of the Pledgor, including any equity or right of redemption by the

Pledgor (with the Secured Party having the right to purchase any or all of the Posted Collateral to be sold) and to apply the proceeds (or the cash equivalent thereof) from the liquidation of the Posted Collateral to any amounts payable by the Pledgor with respect to any Secured Obligations.

Each party acknowledges and agrees that Posted Collateral in the form of securities may decline speedily in value and is of a type customarily sold on a recognized market, and, accordingly, the Pledgor is not entitled to prior notice of any sale of that Posted Collateral by the Secured Party, except any notice that is required under applicable law and cannot be waived.

- 9.2 ***Deficiencies and Excess Proceeds.*** The Secured Party will transfer to the Pledgor any proceeds and Posted Collateral remaining after liquidation, Set-off and/or application under Clause 9.1 after satisfaction in full of all amounts payable by the Pledgor with respect to any Secured Obligations; and the Pledgor in all events will remain liable for any amounts remaining unpaid after any liquidation, Set-off and/or application under Clause 9.1.
- 9.3 ***Final Returns.*** When no amounts are or thereafter may become payable by the Pledgor with respect to any Secured Obligations, the Secured Party will transfer to the Pledgor all Posted Collateral.

10. **DURATION**

- 10.1 This Agreement and the Pledge shall remain valid and in full force and effect until the Secured Obligations have been finally and irrevocably performed and discharged in full. For the avoidance of doubt, the parties hereby agree that the Pledge shall secure the Secured Obligations due, owed or incurred to the Secured Party if any payment received by the Secured Party and applied towards satisfaction of all or part of the Secured Obligations (a) is avoided or declared invalid as against the creditors of the maker of such payment, including because of the existence of insolvency proceedings opened against the Pledgor, or (b) becomes repayable by the Secured Party to a third party, or (c) proves not to have been effectively received by the Secured Party.
- 10.2 Upon the above conditions having been fulfilled to the Secured Party's reasonable satisfaction, this Agreement shall immediately terminate and the Secured Party shall release the Pledged Rights from the security interest created pursuant to this Agreement.

11. **DUTIES OF THE SECURED PARTY**

The Secured Party shall not be liable for any acts or omissions, except in case of its gross negligence, fraud or willful misconduct. The Secured Party shall not be under any obligation to take any steps necessary to preserve any rights in the Pledged Rights against any other parties but may do so at its option, and all documented charges, costs, duties (including registration duties), expenses, fees (including reasonable legal fees) incurred in connection therewith shall be for the account of the Pledgor and shall be part of the Secured Obligations, save where such charges, costs, duties, expenses, fees arise from the Secured Party's own negligence, fraud or willful default.

12. **POWER OF ATTORNEY**

- 12.1 The Pledgor hereby irrevocably appoints the Secured Party to be its attorney acting severally, in its name and on its behalf, to execute, deliver and perfect all documents and do all such acts and things which the Pledgor is required to do and fails to do under or pursuant to this Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to the Intermediary or any other person).
- 12.2 The Pledgor hereby agrees to approve, ratify and confirm whatever any such attorney (as referred to in Clause 12.1) will properly do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 12.1.

13. **INDEMNIFICATION**

The Pledgor shall indemnify the Secured Party upon documented request against all charges, costs, duties (including registration duties), expenses, liabilities, losses, and other sums (including reasonable legal, accountants' and other professional fees, as well as any banking, transfer or exchange costs) which are paid, incurred or debited on account by the Secured Party in relation to this Agreement and the Pledge, and/or any other document referred to in this Agreement, including without prejudice to the foregoing:

- (a) in enforcing, protecting, preserving or realising, or attempting to enforce, protect, preserve or realise, the Secured Party's rights under this Agreement; and
- (b) in connection with or contemplation of any proceedings or the recovery or attempted recovery of any Secured Obligations incurred in the execution or implementation of this Agreement, save where such charges, costs, duties, expenses, liabilities, losses, and other sums arise from the Secured Party's own gross negligence, fraud or willful default.

14. **NOTICES**

- 14.1 Any notice or communication to the Pledgor under or in connection with this Agreement shall be sent to:

Address: Plumtree Court,
25 Shoe Lane,
London,
EC4A 4AU
United Kingdom

Attention: GSI Ops

Email: ficc-cx-blr@ny.email.gs.com
structured-physops@ln.email.gs.com

14.2 Any notice or communication to the Secured Party under or in connection with this Agreement shall be sent to:

Address: Plumtree Court,
25 Shoe Lane,
London,
EC4A 4AU
United Kingdom

Attention: GSIB Ops

Email: ficc-cx-blr@ny.email.gs.com
structured-physops@ln.email.gs.com

or such other address as the Pledgor or the Secured Party may designate in writing to the other party from time to time.

14.3 Any notice under this Agreement will be deemed to have been received:

- (a) if in writing and delivered in person or by courier, on the date it is delivered;
- (b) if sent by facsimile transmission, on the date that transmission is received in legible form by a responsible employee of the recipient (it being agreed that the burden of proving receipt will be met by a transmission report generated by the sender's facsimile machine);
- (c) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered; or
- (d) if sent by any electronic messaging system, on the date that electronic message is received,

except that any notice or communication which is received, or delivery, after close of business on the date of receipt or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.

15. UK RESOLUTION STAY

Each Party (for the purposes of this Clause 15, the "**first Party**") agrees that, with respect to this Agreement between them, if a: —

- (a) Crisis Prevention Measure;

- (b) Crisis Management Measure; or
- (c) Recognized Third-country Resolution Action

is taken in relation to the other Party (for the purposes of this Clause 15, the "**second Party**") or any member of the same Group as the second Party, the first Party shall be entitled to exercise a Termination Right under, or rights to enforce a Security Interest created under or pursuant to this Agreement, to the extent that the first Party would be entitled to do so under the Special Resolution Regime if this Agreement were governed by the laws of any part of the United Kingdom.

For the purposes of this Clause 15, section 48Z of the Banking Act, is to be disregarded to the extent that it relates to a Crisis Prevention Measure other than the making of a "mandatory reduction instrument" by the Bank of England under section 6B of the U.K. Banking Act 2009, as amended from time to time.

Where:

"Crisis Prevention Measure"; "Crisis Management Measure"; "Group" "Recognized Third- country Resolution Action"; "Security Interest"; "Special Resolution Regime"; and "Termination Right" have the meaning given to them in or pursuant to the PRA Rule.

"PRA Rule" means the Stay in Resolution Part of the PRA Rulebook promulgated by the United Kingdom Prudential Regulation Authority, as amended from time to time.

16. **UK BAIL-IN**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the Parties, each Party (for the purposes of this Clause 16, the "**first Party**") acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the other Party (for the purposes of this Clause 16, the "**second Party**") to the first Party under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the second Party or another person, and the issue to or conferral on the first Party of such shares, securities or obligations;

- (iii) the cancellation of the UK Bail-in Liability;
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

For the purposes of this Clause 16:

"UK Bail-in Legislation" means Part I of the Banking Act and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);

"UK Bail-in Liability" means a liability in respect of which the UK Bail-in Powers may be exercised;

"UK Bail-in Powers" means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

17. **SEVERABILITY**

The invalidity, illegality or unenforceability of any provisions hereof shall not affect the validity, legality or enforceability of this Agreement or of any other provision hereof. The Agreement shall, however, thereafter be amended by the parties in such reasonable manner so as to achieve, without illegality, the intention of the parties with respect to that severed provision.

18. **WAIVER**

No failure on the part of the Secured Party to exercise, or delay on its part in exercising, any right or remedy shall operate as a waiver, nor shall any single or partial exercise by the Secured Party of any right or remedy prevent any further or other exercise of such right or the exercise by the Secured Party of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19. **TRANSFERABILITY**

- 19.1 This Agreement shall be binding upon and shall inure to the benefit of the Pledgor and the Secured Party and their respective successors and permitted assigns and transferees and references in this Agreement to any of them shall be construed accordingly.
- 19.2 To the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party (provided that such consent will not be unreasonably withheld).

Any purported transfer that is not in compliance with this Clause **19.2** will be void.

20. **NOVATION**

In case of novation of any of the Secured Obligations, the Pledge is reserved and shall remain in existence to the benefit of any new secured party. To the extent a further notification or registration or any other step is required by law to give effect to the above, such further notification or registration shall be made and the Pledgor hereby gives power of attorney to the Secured Party to make any notifications and/or to require any required registrations, or to take any other steps, and undertakes to do so itself if so requested by the Secured Party.

21. **COUNTERPARTS**

This Agreement may be signed in any number of separate counterparts by each of the parties hereto, each of which when signed and delivered shall constitute an original, all such counterparts together constituting but one and the same agreement and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

22. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles.

23. **JURISDICTION**

In any suit, action, or proceedings arising hereunder, all parties hereby submit to the jurisdiction of the Courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City. **THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Agreement with effect from the date specified on the first page of this Agreement.

GOLDMAN SACHS INTERNATIONAL

By: 

Name: *TIMOTHY ARBLASTER*

Title: *MANAGING DIRECTOR*

GOLDMAN SACHS INTERNATIONAL BANK

By: _____

Name:

Title:

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Agreement with effect from the date specified on the first page of this Agreement.


GOLDMAN SACHS INTERNATIONAL

By: _____

Name:

Title:

GOLDMAN SACHS INTERNATIONAL BANK

By:  _____

Name: Tim Holliday

Title: Managing Director