



Registration of a Charge

Company Name: **ICBC STANDARD BANK PLC**

Company Number: **02130447**



XA9DFXXU

Received for filing in Electronic Format on the: **23/07/2021**

Details of Charge

Date of creation: **18/07/2021**

Charge code: **0213 0447 0027**

Persons entitled: **FIRST ABU DHABI BANK PJSC**

Brief description: **NONE**

Contains fixed charge(s).

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: **TAMSIN DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2130447

Charge code: 0213 0447 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2021 and created by ICBC STANDARD BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2021 .

Given at Companies House, Cardiff on 26th July 2021

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**

SECURITY AGREEMENT

This Security Agreement (this "Agreement"), dated as of July 18, 2021, is made between ICBC Standard Bank PLC, a public limited company organized under the law of England and Wales, as grantor (the "Grantor"), and First Abu Dhabi Bank PJSC, a United Arab Emirates public joint stock company, as secured party (the "Secured Party").

WHEREAS, Grantor is a Lender under that certain Margin Loan Agreement, dated as of March 24, 2021, among Skywalk Finance GK, as borrower (the "Borrower"), HSBC Bank PLC, as facility agent, Citibank, N.A., as security agent, and the lenders party thereto from time to time (as amended, modified, renewed or extended from time to time, the "Margin Loan Agreement");

WHEREAS, Grantor, as grantor, and Secured Party, as participant, have entered into that certain LMA Funded Participation Agreement, dated as of the date of this Agreement, (as amended, modified, renewed or extended from time to time, the "Participation Agreement") pursuant to which Grantor has agreed to sell, and Secured Party has agreed to purchase the Participation Percentage;

WHEREAS, in connection with the Participation Agreement, Grantor has agreed to grant to Secured Party a first priority security interest in the Participation Percentage; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions; Interpretation.

(a) Terms Defined in Participation Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Participation Agreement or in the Margin Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means any assignment that may be entered into between the Parties pursuant to the Participation Agreement.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Collateral” has the meaning set forth in Section 2(a).

“EEA Financial Institution” means (i) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (ii) any entity established in an EEA Member Country which is a parent of an institution described in clause (i) of this definition, or (iii) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (i) or (ii) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default” has the meaning given to it in the Participation Agreement.

“Participation Document” means this Agreement, the Participation Agreement any Trade Confirmation, the Assignment and any other document designated as such by Grantor and Secured Party in writing.

“Participation Percentage” means a participation in 25% of Grantor’s Commitment under the Margin Loan Agreement, separately identified in the books and records of Grantor as Skywalk Finance GK: First Abu Dhabi Bank Participation.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Proceeds” means all proceeds, as such term is defined in Section 9-102 of the UCC.

“Secured Obligations” means:

(a) the obligations of Grantor from time to time arising under the Participation Documents or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on any amounts payable to Secured Party under the Participation Documents (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys’ fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to

become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of Grantor under or in respect of the Participation Documents; and

(b) all other covenants, duties, debts, obligations and liabilities of any kind of Grantor under or in respect of the Participation Documents, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise.

“Supporting Obligations” means all supporting obligations, as such term is defined in Section 9-102 of the UCC.

“Trade Confirmation” means that certain LMA Trade Confirmation [Bank Debt] between Grantor and Secured Party dated on or about the date of this Agreement.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York except as such term may be used in connection with the perfection of the Collateral and then the applicable jurisdiction with respect to such Collateral shall apply.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. Except as otherwise provided herein, the rules of interpretation set forth in Section 1 of the Terms and Conditions to the Participation Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest. For value received, as security for the payment and performance of the Secured Obligations, Grantor hereby grants to Secured Party a security interest and pledges and assigns to Secured Party the Participation Percentage of Grantor’s right, title and interest in, to and under the Finance Documents under (and as defined in) the Margin Loan Agreement and all associated “Collateral” (as defined in the Margin Loan Agreement), whether now existing or owned or hereafter acquired or arising, including all money, income, royalties, payments, all products and Proceeds of the Margin Loan Agreement, the “Collateral” (as defined in the Margin Loan Agreement) and all Supporting Obligations of any and all of the

foregoing (collectively, the “Collateral”). Grantor agrees that this Agreement shall create a continuing security interest in the Collateral.

SECTION 3 Perfection and Priority. Grantor hereby authorizes Secured Party to file any financing statements describing the Collateral at any time and thereafter Grantor shall execute and deliver to Secured Party, and Grantor hereby authorizes Secured Party to file (with or without Grantor’s signature), all amendments to financing statements, continuation financing statements, termination statements, assignments, affidavits, reports, notices and other documents and instruments, in each case in form satisfactory to Secured Party and as Secured Party may request, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party’s security interest in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Grantor (i) ratifies and authorizes the filing by Secured Party of any financing statements filed with respect to the Collateral, and (ii) shall from time to time take the actions specified below. Secured Party agrees not to give notice of the transactions contemplated by this Agreement to Borrower or any of its affiliates unless an Event of Default has occurred and is continuing or a Termination Event (as defined in the Participation Agreement) has occurred.

SECTION 4 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Organization. Grantor is duly organized and validly existing under the laws of England and Wales and Grantor is duly qualified and in good standing in such jurisdiction.

(b) Collateral. Grantor has rights in or the power to transfer the Collateral, and Grantor is the sole legal and beneficial owner of the Collateral (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in such Collateral, will be the sole legal and beneficial owner thereof).

(c) Enforceability; Priority of Security Interest. (i) This Agreement creates a valid security interest in the Collateral in which Grantor now has rights and will create a valid security interest in the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights in the Collateral; and (ii) (x) Secured Party has a perfected and first priority security interest or (y) when financing statements in appropriate form are filed by Secured Party pursuant to Section 3 with respect to which a security interest may be perfected by filing pursuant to the UCC (or taking such other action as described in Section 3) in favor of Secured Party, Secured Party will have a perfected and first priority security interest in, the Collateral in which Grantor now has rights, and will have a perfected and first priority security interest in the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights, in each case, for the Secured Party’s benefit securing the payment and performance of the Secured Obligations.

(d) Security Interest. At the time the Collateral becomes subject to the lien and security interest created by this Agreement, Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement.

(e) It has full power, authority and legal right to enter into the Participation Documents and pledge the Collateral pursuant to this Agreement.

(f) Each Participation Document has been duly authorized, executed and delivered by Grantor and constitutes a legal, valid and binding obligation of Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(g) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for Grantor to enter into and perform its obligations under the Participation Documents and the pledge by Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of the Participation Documents by Grantor or the performance by Grantor of its obligations thereunder.

(h) The execution and delivery of the Participation Documents by Grantor and the performance by Grantor of its obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to Grantor or any of its property, or the organizational or governing documents of Grantor or any agreement or instrument to which Grantor is party or by which it or its property is bound.

SECTION 5 Covenants. So long as any of the Secured Obligations (other than contingent indemnification obligations as to which no claims have been asserted) remain unsatisfied, Grantor agrees that:

(a) Defense of Collateral. Grantor shall, at its own cost and expense, defend title to the Collateral and the first priority lien and security interest of Secured Party therein against the claim of any person claiming against or through Grantor and shall maintain and preserve such perfected first priority security interest for so long as this Agreement shall remain in effect

(b) Preservation of Collateral. Grantor will do and perform all acts that Grantor (acting reasonably) deems necessary or appropriate to maintain, preserve and protect the Collateral.

(c) Change in Name, Identity or Structure. Grantor will give at least 30 days' prior written notice to Secured Party of (i) any change in its name, (ii) any change in its jurisdiction of organization, (iii) any change in its registration as an organization (or any new such registration); and (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading.

(d) Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein.

SECTION 6 Authorization; Agent Appointed Attorney-in-Fact. Secured Party shall have the right to, in the name of Grantor, or in its own name or otherwise, without notice to

or assent by Grantor, take the following actions with respect to the Collateral, and Grantor hereby constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Grantor's true and lawful attorney-in-fact, with full power and authority to take such actions:

(a) file any of the financing statements which must be filed to perfect or continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Collateral;

(b) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;

(c) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral;

(d) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Grantor, which Secured Party may deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Secured Party's security interest therein and to accomplish the purposes of this Agreement (but Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure of Secured Party to do so or take action); and

(e) take all and any of the actions referred to in Section 6.2 (e) of the Participation Agreement.

Secured Party agrees that it shall not exercise the power of attorney, or any rights granted to it, (A) pursuant to clauses (b) through (d) of this Section 6 except upon the occurrence and during the continuance of an Event of Default, and (B) pursuant to clause (e) of this Section 6 except further to exercise of its rights under Section 6.2 (e) of the Participation Agreement. The foregoing power of attorney is coupled with an interest and irrevocable. Grantor hereby ratifies, to the extent permitted by law, all that Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.

SECTION 7 Remedies.

(a) Remedies. Upon the occurrence and during the continuance of any Event of Default, Secured Party shall have, in addition to all other rights and remedies granted to it in this Agreement all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of any Event of Default, Grantor agrees that:

(i) Secured Party may sue for all or any part of the Collateral, as Secured Party may determine.

(ii) Secured Party shall have no obligation to attempt to satisfy the Secured Obligations by collecting them from any other Person liable for them and Secured Party may release, modify or waive any Collateral provided by any other Person to secure any of the

Secured Obligations, all without affecting the Secured Party's rights against Grantor. Grantor waives any right it may have to require Secured Party to pursue any third Person for any of the Secured Obligations.

(b) If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to Grantor at its notice address as provided in the Participation Agreement ten days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, Secured Party may sell such Collateral on such terms and to such purchaser(s) as Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Secured Party arising out of the exercise by it of any rights hereunder. Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. Grantor agrees that it would not be commercially unreasonable for Secured Party to dispose of the Collateral or any portion thereof by utilizing internet sites that provide for the auction of assets of the type included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets.

(c) If any Event of Default shall have occurred and be continuing, any cash held by Secured Party as Collateral and all cash Proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by Secured Party to the payment of expenses incurred by Secured Party which Grantor is required to pay (i) in connection with the foregoing or (ii) incidental to the care or safekeeping of any of the Collateral or (iii) in any way relating to the Collateral or the rights of Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as Secured Party shall see fit. Any surplus of such cash or cash Proceeds held by Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus. Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient

to pay the Secured Obligations and the fees and other charges of any attorneys employed by Secured Party to collect such deficiency.

(d) If Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, Grantor agrees that, upon request of Secured Party, Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

SECTION 8 Certain Waivers. Grantor waives, to the fullest extent permitted by law: (a) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (b) any right to require Secured Party (i) to proceed against any Person, (ii) to exhaust any other collateral or security for any of the Secured Obligations, (iii) to pursue any remedy in the Secured Party's power, or (iv) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of Secured Party and liens and security interests hereunder, and all Secured Obligations of Grantor hereunder, shall be absolute and unconditional irrespective of:

(i) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(ii) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Participation Documents or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(iii) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(iv) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(v) any default, failure or delay, wilful or otherwise, in the performance of the Secured Obligations;

(vi) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party; or

(vii) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by Secured Party that

might vary the risk of Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Grantor or any other grantor, guarantor or surety.

SECTION 9 Notices. All notices or other communications hereunder shall be given in the manner specified in Section 16 (*Notices*) of the Participation Agreement.

SECTION 10 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party. Secured Party shall not by any act (except by a written instrument pursuant to this Agreement), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default.

SECTION 11 Binding Effect. This Agreement shall create a continuing first priority lien and security interest in the Collateral and shall (a) remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon Grantor and Secured Party and their respective successors and assigns, and (c) inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors, transferees and assigns; provided that Grantor may not assign or otherwise transfer any of its rights or obligations under any Participation Document without the prior written consent of Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall become vested with all the benefits granted to Secured Party herein with respect to such Secured Obligations..

SECTION 12 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the Security hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 13 Jurisdiction, Venue & Service of Process.

(a) Submission to Jurisdiction. Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Secured Party in any way relating to this Agreement or the transactions relating hereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or

proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that Secured Party or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against Grantor or any other Obligor or its properties in the courts of any jurisdiction.

(b) Waiver of Venue. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in subsection (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

SECTION 14 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall not be amended except by the written agreement of the parties hereto.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery by Grantor of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Finance Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Finance Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Finance Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

SECTION 19 MISCELLANEOUS

(a) If Grantor fails to perform any obligation contained in any Participation Document, Secured Party may itself perform, or cause performance of, such obligation, and the reasonable and documented expenses of Secured Party incurred in connection therewith shall be payable by Grantor; provided that Secured Party shall not be required to perform or discharge any obligation of Grantor.


(b) Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not Secured Party has or is deemed to have

knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by Secured Party of any of the rights and remedies hereunder, shall relieve Grantor from the performance of any obligation on Grantor's part to be performed or observed in respect of any of the Collateral.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the date first above written.

GRANTOR:
ICBC STANDARD BANK PLC

By: 

Name: BINLIANG JIN

Title: DIRECTOR



David Guthrie
Legal Department
ICBC Standard Bank Plc

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the date first above written.

SECURED PARTY:
FIRST ABU DHABI BANK PJSC

By:_____

Name:_____

Title:_____