



**Registration of a Charge**

Company Name: **GOLDMAN SACHS INTERNATIONAL**

Company Number: **02263951**



XCEIF2SZ

Received for filing in Electronic Format on the: **20/10/2023**

**Details of Charge**

Date of creation: **13/10/2023**

Charge code: **0226 3951 0441**

Persons entitled: **STANDARD CHARTERED BANK (HONG KONG) LIMITED**

Brief description: **N/A**

**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: **WE 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 CHARGING INSTRUMENT.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



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

Company number: 2263951

Charge code: 0226 3951 0441

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th October 2023 and created by GOLDMAN SACHS INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2023 .

Given at Companies House, Cardiff on 25th October 2023

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**



**ENGLISH LAW SECURITY AGREEMENT  
RELATING TO A  
GLOBAL MASTER SECURITIES LENDING  
AGREEMENT (January 2010 VERSION)**

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AGREEMENT dated 13 October 2023

**BETWEEN:**

- (1) **GOLDMAN SACHS INTERNATIONAL (*Security Provider*)** a private company with unlimited liability incorporated under the laws of England and Wales acting through one or more Designated Offices; and
- (2) **STANDARD CHARTERED BANK (HONG KONG) LIMITED (*Lender*)** a company incorporated under the laws of Hong Kong acting through one or more Designated Offices.

This security agreement (*Security Agreement*) has been entered into as a deed. This agreement is the Security Agreement with respect to the Global Master Securities Lending Agreement (January 2010 Version) dated 30 October 2018, as amended by the Cash Loans Annex dated on or about the date of this Agreement, between the Security Provider (as *Borrower*) and Lender (as amended and supplemented from time to time, the *Agreement*) where the Security Provider is Borrower in respect of Loans made by the Lender, who is the Secured Party.

The parties agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Security Agreement:

*Act* means the Law of Property Act 1925;

*Assigned Rights* means all rights relating to the Posted Collateral which the Security Provider may have now or in the future against the Secured Party, the Custodian or any third party, including, without limitation, (i) any right, interest, money or property accruing or offered at any time in relation to any Posted Collateral by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise and (ii) any right to delivery of a security of the appropriate description which arises in connection with (a) any Posted Collateral being transferred to a clearance system or financial intermediary or (b) any interest in or to any Posted Collateral being acquired while that Posted Collateral is in a clearance system or held through a financial intermediary;

*Charged Rights* has the meaning given to it in the Control Agreement;

*Control Agreement* means the account control agreement specified in the Schedule to this Security Agreement among the Security Provider, Lender and the Custodian and relating to the Secured Accounts;

*Control Event Notice* means a notice that the Security Provider is entitled to give under

the Control Agreement that has the effect of giving it an exclusive right to direct the Custodian to block withdrawals or to control the Posted Collateral;

**Custodian** means the entity specified as such in the Schedule to this Security Agreement;

**Dealer Safekeeping Agreement** has the meaning given to it in the Control Agreement;

**Encumbrance** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Enforcement Event** means (i) an Event of Default in respect of which the Security Provider is the Defaulting Party pursuant to the Agreement, (ii) any failure by the Security Provider to pay any amount payable by the Security Provider under paragraph 11.2(b) (*Consequences of an Event of Default*) of the Agreement or (iii) an exercise by the Secured Party of its right under paragraph 9.1(b) (*Borrower's failure to deliver Equivalent Securities*) of the Agreement in circumstances where all Loans have been terminated and the Borrower has failed to deliver Equivalent Securities in accordance with paragraph 8.3 (*Delivery of Equivalent Securities on termination of a Loan*);

**Notice to Contest** means a notice that the Secured Party is entitled to give under the Control Agreement that has the effect of preventing the Custodian from acting in accordance with a Control Event Notice;

**Notice of Exclusive Control** means a notice that the Secured Party is entitled to give under the Control Agreement that has the effect of giving it an exclusive right to direct the Custodian to block withdrawals or to control the Posted Collateral;

**Posted Collateral** has the meaning given to it in the Control Agreement;

**Receiver** means a receiver, a receiver and manager or administrative receiver, in each case appointed under this Security Agreement;

**Regulations** has the meaning given in the Financial Collateral Arrangements (No.2) Regulations 2003 (as amended);

**Secured Account** means each account with the Custodian in the name of the Security Provider subject to the terms of the Dealer Safekeeping Agreement and the Control Agreement as specified in the Schedule to this Security Agreement (or any successor accounts (including following any redesignation or renumbering) to those so specified which are subject to the terms of the Control Agreement);

**Secured Obligations** means all present, future, actual and contingent obligations of the Security Provider to the Secured Party under the Agreement, the Control Agreement and this Security Agreement;

**Secured Party** means, the Lender;

**Security Assets** means, with respect to the Security Provider, the Posted Collateral and each other right or asset subject to the security created under paragraph 2.2 of this Security Agreement; and

**Security Provider Rights Event** means:

- (a)
  - (i) an Event of Default has occurred in relation to the Secured Party as Defaulting Party;
  - (ii) the Security Provider as Non-Defaulting Party has determined the balance of the account payable pursuant to paragraph 11.2(b) (*Consequences of an Event of Default*) of the Agreement and given notice thereof to the Secured Party;
  - (iii) the amount so payable is payable to the Security Provider, is zero or was payable by the Security Provider but has been discharged in full together with any accrued interest payable; and
  - (iv) the Secured Party has failed to comply with its obligations under paragraph 5.4 (*Marking to Market of Collateral during the currency of a Loan on aggregated basis*) of the Agreement;
- or
- (b)
  - (i) the Secured Obligations are discharged in full; or
  - (ii) a Termination Date occurs under the Agreement or is effectively designated as a result of an Event of Default in respect of which Lender is the Defaulting Party, provided that the Security Provider has fulfilled its obligations in accordance with paragraph 11 of the Agreement.

## **1.2 Definitions and inconsistency**

Unless otherwise defined herein, capitalised terms defined in the Agreement have the same meanings in this Security Agreement. In the event of any inconsistency between this Security Agreement and the provisions of the Agreement, this Security Agreement will prevail, and in the event of any inconsistency between the Schedule and the other provisions of this Security Agreement, the Schedule will prevail.

### **1.3 Construction**

In this Security Agreement:

- (a) references to paragraphs, to the Annex or to the Schedule are to paragraphs of, the Annex or the Schedule to (as applicable) this Security Agreement;
- (b) unless a contrary intention appears, any reference in this Security Agreement to:
  - (i) the Security Provider, the Secured Party or the Custodian shall be construed so as to include its or their (and any subsequent) successors in title; or
  - (ii) a provision of law is a reference to that provision as amended or re-enacted; and
- (c) all headings are for ease of reference only and shall not affect the interpretation of this Security Agreement.

### **1.4 Holding of Collateral**

A reference to a delivery of Collateral or Posted Collateral to or from the Custodian is deemed to be a reference to the relevant Collateral or Posted Collateral being, as applicable, credited to or transferred from the relevant Secured Accounts.

### **1.5 Separate security**

Each sub-clause of paragraph 2.2 shall be construed as creating a separate and distinct charge or assignment over each relevant asset within any particular class of assets described in this Security Agreement and the failure to create an effective charge, assignment or other security interest (whether arising out of this Security Agreement or any act or omission of any party) over any asset or assets shall not affect the nature or validity of any charge, assignment or other security interest expressed to be created over any other assets whether forming part of the same class or assets or not.

## **2. SECURITY**

### **2.1 Covenant to perform**

The Security Provider covenants with the Secured Party that it will perform the Secured Obligations in the manner provided respectively in the Agreement, this Security Agreement or any other relevant agreement.

### **2.2 Security**

The Security Provider, as security for the performance of the Secured Obligations:

- (a) charges, with full title guarantee (subject to the Excluded Items) and by way of



first charge, in favour of the Secured Party:

- (i) all Posted Collateral (present and future);
  - (ii) each Secured Account; and
  - (iii) the Charged Rights, and
- (b) assigns, with full title guarantee (subject to the Excluded Items), the Assigned Rights to the Secured Party absolutely.

### **2.3 Restrictions on dealings**

The Security Provider shall not:

- (a) create or permit to subsist any Encumbrance over all or any part of the Security Assets; or
- (b) sell, transfer, licence, lease, loan, grant any option, declare a trust over or otherwise dispose of or otherwise deal with any of its rights in respect of the Security Assets,

without the prior consent of the Secured Party, other than (i) the security created by this Security Agreement; (ii) a lien routinely imposed on all securities in a clearing system in which any Posted Collateral may be held; (iii) any security interest in favour of the Custodian expressly referred to in the Control Agreement or (iv) as expressly permitted to do so by the Control Agreement (such items referred to in (i), (ii), (iii) and (iv) being the *Excluded Items*).

### **2.4 Application of the Regulations**

The Security Provider agrees and acknowledges that the security hereby created is intended to and shall constitute a security financial collateral arrangement as defined in the Regulations in relation to all Security Assets comprising financial collateral (as so defined) and that until the security hereby created is released in full as contemplated in paragraph 2.6 or paragraph 5.3, the Security Provider's rights under this Security Agreement and the Control Agreement in relation to the Security Assets shall be limited to rights to request the withdrawal of excess financial collateral and/or to request the substitution of financial collateral of the same or greater value to the extent expressly provided for in, and in accordance with, the Control Agreement.

### **2.5 Conversion of security**

- (a) If and to the extent that any security interest created by paragraph 2.2 constitutes a floating (rather than a fixed or specific) security interest such security interest will (in addition to the circumstances in which such conversion may occur under the general law) automatically be converted, without notice and with immediate effect, into a fixed security interest as regards all Security Assets to which such

security interest applies if:

- (i) an Enforcement Event occurs;
  - (ii) the Security Provider breaches its obligations under paragraph 2.3; or
  - (iii) any person levies or attempts to levy any execution or other process against any of such Security Assets.
- (b) Notwithstanding the operation of Clause 2.5(a) above, no party will incur any liability for continuing to exercise its rights and perform its obligations under this Security Agreement and the Control Agreement as if any floating security interest created by paragraph 2.2 were still a floating charge.

## **2.6 Release of security**

Upon the transfer by the Custodian to the Security Provider from the Secured Account of Posted Collateral (a) following an instruction from the Secured Party, (b) in accordance with the provisions of the Control Agreement following delivery of a Control Event Notice under the Control Agreement or (c) as otherwise agreed by the parties, the security interest granted under this Security Agreement on that Posted Collateral will be released immediately, and the Assigned Rights relating to that Posted Collateral will be re-assigned to the Security Provider, in each case without any further action by either party.

## **2.7 Preservation of security**

The security constituted by this Security Agreement shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations but shall secure the ultimate balance of the Secured Obligations. If for any reason this security ceases to be a continuing security or any subsequent charge or other interest affects any Security Assets (other than a lien routinely imposed on all securities in a clearing system in which any such Security Assets may be held and any security interest in favour of the Custodian expressly referred to in the Control Agreement), the Secured Party may direct that the Security Provider open a new account with the Custodian or continue the existing Secured Account and the liability of the Security Provider in respect of the Secured Obligations at the date of such cessation shall remain regardless of any payments into or out of any such account. The security constituted by this Security Agreement shall be in addition to, and shall not be affected by, any other security now or subsequently held by the Secured Party for all or any of the Secured Obligations.

## **2.8 Waiver of defences**

The obligations of the Security Provider under this Security Agreement shall not be affected by any act, omission or circumstance which, but for this provision, might operate to release or otherwise exonerate the Security Provider from its obligations under this Security Agreement or affect such obligations including (but without

limitation) and whether or not known to the Security Provider or the Secured Party:

- (a) any time or indulgence granted to or composition with the Security Provider or any other person;
- (b) the variation, extension, compromise, renewal or release of, or refusal or neglect to perfect or enforce, any terms of the Agreement or any rights or remedies against, or any security granted by, the Security Provider or any other person;
- (c) any irregularity, invalidity or unenforceability of any obligations of the Security Provider under the Agreement or any present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations to the intent that the Security Provider's obligations under this Security Agreement shall remain in full force and this Security Agreement shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order;
- (d) any legal limitation, disability, incapacity or other circumstance relating to the Security Provider, any guarantor or any other person or any amendment to or variation of the terms of the Agreement or any other document or security;

## **2.9 Immediate recourse**

The Security Provider waives any right it may have of first requiring the Secured Party to proceed against or claim payment from any other person or enforce any guarantee or security before enforcing any of its rights and remedies under this Security Agreement.

## **2.10 Reinstatement**

Where any discharge (whether in respect of the security constituted by this Security Agreement, any other security or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or any amount paid pursuant to any such discharge or arrangement must be repaid on bankruptcy, liquidation or otherwise without limitation, the security constituted by this Security Agreement and the liability of the Security Provider under this Security Agreement shall continue as if there had been no such discharge or arrangement.

## **3. DELIVERIES**

### **3.1 Deliveries**

All deliveries of any Collateral or Posted Collateral in accordance with the Agreement shall be made in accordance with the instructions of the Secured Party, Security Provider or Custodian to which such Delivery is to be made, as applicable, and shall be made:

- (a) in the case of Collateral, (A) by book entry or other transfer of such Collateral to the Custodian (accompanied in the case of certificated securities that cannot be paid or delivered by book-entry by any duly executed instruments of transfer, assignments in blank, transfer tax stamps or any other documents necessary to permit the Custodian to make legally valid transfers of such certificated securities upon instruction of the Secured Party) and (B) by the Custodian's crediting such assets to the relevant Secured Account; and
- (b) in the case of Posted Collateral, by book entry or other transfer of such Posted Collateral by the Custodian (or in the case of excess proceeds, the Secured Party) to the relevant cash, securities or other account of the Security Provider (with the same Custodian or elsewhere) identified by the Security Provider for the receipt of such transfer (accompanied in the case of certificated securities that cannot be paid or delivered by book-entry by any duly executed instruments of transfer, assignments in blank, transfer tax stamps or any other documents necessary to constitute a legally valid transfer to permit the Security Provider to make legally valid transfers of such certificated securities without further action of the Custodian).

#### **4. CUSTODY ARRANGEMENTS AND SECURITY ASSETS**

##### **4.1 General**

The Custodian appointed with respect to the Security Provider and the details of the Secured Accounts opened in the name of such Security Provider are set out in the Schedule. The Security Provider and the Secured Party and the relevant Custodian have entered into the Control Agreement regulating the rights of each party to give instructions to the Custodian. Prior to the enforcement of its rights and remedies under paragraph 5, the Secured Party will have no duty with respect to Posted Collateral, including, without limitation, any duty to collect any Income, or enforce or preserve any rights pertaining to the Posted Collateral. Notwithstanding any provision to the contrary in the Control Agreement, this Security Agreement will prevail over the Control Agreement.

##### **4.2 No use of Posted Collateral**

Without limiting the rights of the Secured Party under the other provisions of this Security Agreement, including without limitation the Secured Party's rights and remedies under or as referred to in paragraph 5, the Secured Party will have no right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral.

##### **4.3 Income and interest amount**

The Secured Party will have no obligation hereunder to pay or to transfer to the Security Provider any amount of interest in respect of any Cash Collateral or any Income in respect of Posted Collateral in any other form. The Security Provider acknowledges and

agrees that all Income receivable in respect of any Posted Collateral in the form of securities and all interest on Cash Collateral shall be credited directly to the Secured Accounts and shall form part of the Security Assets accordingly.

**4.4 No exercise of voting rights**

The Security Provider shall be not entitled to instruct the Custodian to exercise voting rights and powers or any other holder rights and powers in relation to the Posted Collateral in any manner, other than with the consent of the Secured Party.

**4.5 Enforcement**

Without limiting the rights of the Secured Party under the other provisions of this Security Agreement, the Secured Party covenants to the Security Provider that the Secured Party will not exercise its rights under paragraph 5 to transfer Posted Collateral held by the Custodian unless and until an Enforcement Event occurs.

**4.6 Control Event Notice**

The Security Provider covenants to the Secured Party that:

- (a) it will not give a Control Event Notice under the Control Agreement unless and until a Security Provider Rights Event occurs and that it will deliver a copy of the Control Event Notice to the Secured Party when it is delivered to the Custodian; and
- (b) it will not exercise any rights or remedies it may have following delivery of such Control Event Notice with respect to Posted Collateral other than as permitted by the Control Agreement.

**4.7 Notice to Contest**

The Secured Party covenants to the Security Provider that:

- (a) it will not give a Notice to Contest under the Control Agreement unless a Security Provider Rights Event had not occurred when the Control Event Notice to which such Notice to Contest relates was given; and
- (b) it will deliver a copy of the Notice to Contest to the Security Provider when it is delivered to the Custodian.

**5. SECURED PARTY'S RIGHTS AND REMEDIES**

**5.1 Rights and remedies**

**(a) General**

- (i) For the purposes of all powers implied by statute, the Secured

Obligations are deemed to have become due and payable on the date of this Security Agreement.

- (ii) Section 103 (restricting the power of sale) and section 93 (restricting the right of consolidation) of the Act shall not apply to this Security Agreement.

**(b) Secured Party's rights**

If at any time an Enforcement Event has occurred, then the security created by or pursuant to this Security Agreement is immediately enforceable and the Secured Party shall, without prior notice to the Security Provider and irrespective of whether the Secured Obligations are due and payable by the Security Provider at such time, be entitled to put into force and to exercise immediately or as and when it may see fit any and every power possessed by the Secured Party by virtue of this Security Agreement or available to a secured creditor and in particular (but without limitation) the Secured Party shall have power:

- (i) to sell all or any of the Security Assets in any manner permitted by law upon such terms as the Secured Party shall in its absolute discretion determine;
- (ii) to apply all or any of the Posted Collateral in the form of cash in or towards the payment or discharge of the Secured Obligations in such order as the Secured Party sees fit;
- (iii) to instruct the Custodian to transfer to the Secured Party or as it may otherwise direct all or any of the Posted Collateral in the form of securities in anticipation of, or for the purpose of, any sale of Posted Collateral, provided always that unless the Secured Party gives written notice to the Security Provider to the contrary, no such instruction of transfer shall constitute appropriation of any Security Assets;
- (iv) to the extent that the Security Assets constitute "financial collateral" and this Security Agreement and the obligations of the Security Provider under this Security Agreement and the Agreement constitute or comprise a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Regulations), to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations in such order as the Secured Party sees fit; and
- (v) to collect, recover or compromise and to give a good discharge for any moneys payable to the Security Provider in respect of any of the Security Assets,

and for the purposes of this paragraph 5.1, the Secured Party shall be entitled to make any currency conversions or effect any transaction in currencies which it

thinks fit, and to do so at such times and rates as it thinks proper.

**(c) *Power of attorney***

The Security Provider, by way of security and solely for the purpose of more fully securing the performance of the Secured Obligations, irrevocably appoints the Secured Party the attorney of the Security Provider on its behalf and in the name of the Security Provider or the Secured Party (as the attorney may decide) to do all acts which are necessary, and execute all documents which are necessary, in each case, for the Secured Party to exercise any rights the Secured Party has under this Security Agreement, including (but without limitation):

- (i) to execute any transfer, bill of sale or other assurance in respect of the Security Assets;
- (ii) to exercise all the rights and powers of the Security Provider in respect of the Security Assets;
- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due and to become due under or arising out of any of the Security Assets;
- (iv) to endorse any cheques or other instruments or orders in connection with any of the Security Assets; and
- (v) to make any claims or to take any action or to institute any proceedings which the Secured Party considers to be necessary or advisable to protect or enforce the security interest created by this Security Agreement.

**(d) *Protection of purchaser***

- (i) No purchaser or other person dealing with the Secured Party or a Receiver or with its attorney or agent shall be concerned to enquire (1) whether any power exercised or purported to be exercised by the Secured Party has become exercisable, (2) whether any Secured Obligation remains due, (3) as to the propriety or regularity of any of the actions of the Secured Party or (4) as to the application of any money paid to the Secured Party.
- (ii) In the absence of bad faith on the part of such purchaser or other person, such dealings shall be deemed, so far as regards the safety and protection of such purchaser or other person, to be within the powers conferred by this Security Agreement and to be valid accordingly. The remedy of the Security Provider in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only.

**(e) *Valuation of appropriated Collateral***

Unless otherwise agreed, where any Posted Collateral is appropriated, the value of the appropriated Posted Collateral comprising securities of any description will be the fair market value of such Posted Collateral determined by the Secured Party, acting in good faith and in a commercially reasonable manner, in accordance with the valuation procedures set out in paragraph 11 of the Agreement (as if such valuation were to determine the Default Market Value of such Posted Collateral), as of, or as soon as reasonably practicable after, the date on which such Posted Collateral is appropriated.

**5.2 Deficiencies**

The Security Provider will remain liable for all its Secured Obligations remaining unsatisfied after the exercise of rights and remedies by the Secured Party.

**5.3 Final returns**

To the extent that all Secured Obligations of the Security Provider owed to the Secured Party have been irrevocably satisfied in full and no further Secured Obligations may arise, then on the Security Provider's demand the Secured Party will instruct the Custodian to transfer to the Security Provider at the Security Provider's expense all Posted Collateral and any proceeds of Posted Collateral remaining (if any) following the Secured Party's exercise of its rights and remedies under this Security Agreement and will release the security interest granted under this Security Agreement on each of the Secured Accounts.

**5.4 Notice of Exclusive Control**

The Secured Party covenants to the Security Provider that:

- (a) it will not give a Notice of Exclusive Control under the Control Agreement unless an Enforcement Event has occurred; and
- (b) it will deliver a copy of the Notice of Exclusive Control to the Security Provider when it is delivered to the Custodian.

**6. EXPENSES**

**6.1 Posted Collateral**

The Security Provider will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Collateral upon becoming aware of the same.

**6.2 Liquidation/application of Posted Collateral**

All reasonable costs and expenses incurred by or on behalf of the Secured Party in connection with the liquidation, appropriation and/or application of any Posted



Collateral under paragraph 5 will be payable, on demand, by the Security Provider.

**7. OTHER PROVISIONS**

**7.1 Further assurances**

Promptly following a demand made by the Secured Party, the Security Provider will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by the Secured Party to create, preserve, perfect or validate any security interest expressed to be created under paragraph 2.2, to enable the Secured Party to exercise or enforce its rights under this Security Agreement with respect to Security Assets or to effect or document a release of a security interest over Security Assets.

**7.2 Further protection**

The Security Provider will promptly give notice to the Secured Party of, and defend against, any suit, action, proceeding or lien that involves Posted Collateral transferred by the Security Provider or that could adversely affect any security interest expressed to be created by it under paragraph 2.2.

**7.3 Notices, demands and other communications**

Subject as otherwise provided in the Schedule, any notice, demand or other communication in respect of this Security Agreement shall be in writing and may be given in any manner provided in paragraph 20 of the Agreement the provisions of which shall apply to this Security Agreement as if set out herein.

**7.4 Governing law and jurisdiction**

- (a) This Security Agreement and any non-contractual obligations arising out of or in connection with this Security Agreement shall be governed by, and shall be construed in accordance with, English law.
- (b) The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes or any non-contractual obligation which may arise out of or in connection with this Security Agreement (respectively, Proceedings and Disputes) and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- (c) Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.
- (d) Each party hereby respectively appoints the person identified in paragraph 2 of the Schedule pertaining to the relevant Party as its agent to receive on its behalf service of process in the courts of England. If such an agent ceases to be an

agent of a Party, the relevant Party shall promptly appoint, and notify the other Party of the identity of its new agent in England.

- (c) The parties irrevocably consent to service of process given in the manner provided for notices in paragraph 7.3(d). Nothing in this Security Agreement will affect the right of either Party to serve process in any other manner permitted by applicable law.

#### **7.5 Waiver of immunity**

Each Party hereby waives all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgement) and execution to which it might otherwise be entitled in any action or proceeding in the courts of England or of any other country or jurisdiction relating in any way to this Security Agreement and agrees that it will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

#### **7.6 Third party rights**

A person who is not a Party to this Security Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Security Agreement. This does not affect any right or remedy of a third Party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999.

## SCHEDULE

### 1. CUSTODY ARRANGEMENTS

- |      |  |   |
|------|--|---|
| (a)  | <b><i>Custodian:</i></b>               | The Bank of New York Mellon,<br>London Branch   |
| (b)  | <b><i>Secured Account</i></b> details: |   |
| (i)  | in the form of cash:                   | As specified in the Control Agreement   |
| (ii) | in the form of securities:             | As specified in the Control Agreement   |
| (c)  | <b><i>Control Agreement:</i></b>       | The triparty account control agreement<br>dated on or about the date of this<br>Agreement |

### 2. PROCESS AGENT

For the purpose of paragraph 7.4(d) of this Security Agreement:

Lender appoints as its Process Agent: *Standard Chartered Bank of 1  
Basinghall Avenue, London, EC2V 5DD*

Security Provider appoints as its Process Agent: *not applicable*

### 3. OTHER PROVISIONS

This Security Agreement has been executed and delivered as a deed by the Security Provider and executed by Lender on the date first above written.

## SECURITY PROVIDER

**EXECUTED AS A DEED** and **THE COMMON SEAL** of **GOLDMAN SACHS INTERNATIONAL** was duly affixed and signed by either two Managing Directors or a Director/Managing Director and a Secretary duly authorised by, and pursuant to, the resolution of the Board of Directors of Goldman Sachs International dated 29th March 2011, on this 9<sup>th</sup> day of OCTOBER, 2023.

Name: TIM HOLLIDAY..... )

Signature

Director/Managing Director )

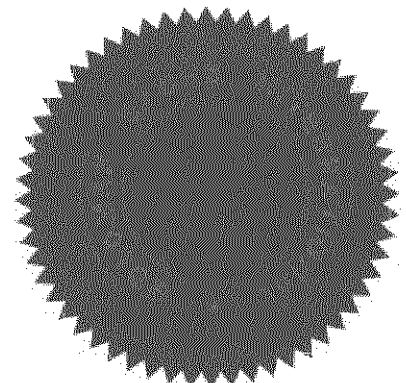
and )

Name: INNA SHAYKEVICH..... )

Signature:

Managing Director/Secretary )

)



**LENDER**

IN WITNESS WHEREOF this Agreement has been executed as a DEED and delivered on the date stated at the beginning of this Agreement.

EXECUTED AS A DEED BY:

**STANDARD CHARTERED BANK (HONG KONG)  
LIMITED** acting by

Name: Steven Kent Choe

and

Name: .....

acting under the authority of that company,

in the presence of:

Witness's Signature:

Name: Sunny Wong Man Chiu

Address: .....

) Signature

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) Signature: .....)