



Registration of a Charge

Company Name: **TRUELAYER LIMITED**

Company Number: **10278251**



Received for filing in Electronic Format on the: **14/09/2023**

XCC16U5V

Details of Charge

Date of creation: **11/09/2023**

Charge code: **1027 8251 0002**

Persons entitled: **GOLDMAN SACHS BANK USA**

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: **CROWELL & MORING U.K. LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10278251

Charge code: 1027 8251 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2023 and created by TRUELAYER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2023 .

Given at Companies House, Cardiff on 15th September 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**

DATED 11 September 2023

TRUELAYER LIMITED (1)
as Chargor

and

GOLDMAN SACHS BANK USA (2)
as Secured Party

CHARGE OVER BANK ACCOUNT

Crowell & Moring
Tower 42
25 Old Broad Street
London EC2N 1HQ
Ref: AJK

LOACTIVE-42633910.2

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LOACTIVE-42633910.2

THIS DEED is made on

11 September

2023

BETWEEN:

- (1) **TRUELAYER LIMITED**, a company registered in England with company number 10278251, whose registered office is at 3rd Floor 1 Hardwick Street, London, United Kingdom, EC1R 4RB (the "**Chargor**"); and
- (2) **GOLDMAN SACHS BANK USA**, a corporation organised and existing under the laws of the US state of New York (the "**Secured Party**").

RECITALS

- (A) The Secured Party has agreed, subject to and upon the terms and conditions of an agreement for irrevocable standby letters of credit, dated on or around the date of this Deed, between the Chargor (as applicant) and the Secured Party (as issuer) (the "**Credit Agreement**"), issue one or more irrevocable standby letters of credit for the account of the Chargor or any account party named on any such letter of credit.
- (B) It is a condition of the Credit Agreement that the Chargor grants Security to the Secured Party upon and subject to the terms and conditions of this Deed.

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Account**" means the account named TrueLayer JET Guarantee with account number [REDACTED] and sort code [REDACTED], held with the Account Bank, as that account may be renamed, renumbered or re-designated from time to time.

"**Account Bank**" means Goldman Sachs Bank USA, London Branch, a corporation organised and existing under the laws of the US state of New York and acting through its London branch, whose principal place of business is located at Plumtree Court, 25 Shoe Lane, London EC4A 4AU.

"**Act**" means the Law of Property Act 1925.

"**Business Day**" has the meaning given to that term in the Credit Agreement.

"**Deposit**" means all monies from time to time standing to the credit of the Account, together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).

"**Deposit Account Control Agreement**" means the account control agreement made on or about the date of this Deed between the Account Bank (1), the Chargor (2) and Goldman Sachs Bank USA, London Branch (3).

"Event of Default" has the meaning given to that term in the Credit Agreement.

"Financial Collateral" has the meaning given to that term in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

"Party" means a party to this Deed.

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

"Secured Liabilities" means all present and future obligations and liabilities of the Chargor to the Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Credit Agreement or this Deed, together with all interest accruing in respect of those obligations or liabilities.

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Security Asset" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

"Security Financial Collateral Arrangement" has the meaning given to that term in the Financial Collateral Regulations.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Interpretation

(a) Unless a contrary indication appears, any reference in this Deed to:

- (i) any **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
- (ii) **"this Deed"**, the **"Deposit Account Control Agreement"** or any other agreement or instrument is a reference to this Deed, the Deposit Account Control Agreement or that other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;
- (iii) **"including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing";
- (iv) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

- (v) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (vi) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
 - (vii) a time of day is a reference to London time.
- (b) Clause and Schedule headings are for ease of reference only.
 - (c) Each undertaking of the Chargor (other than a payment obligation which has been discharged) contained in this Deed must be complied with at all times during the Security Period.
 - (d) If the Secured Party considers that an amount paid by the Chargor in connection with the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of that person, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.3 **Third party rights**

A person who is not a Party (including any person for whom the Secured Party may be acting as agent or trustee) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.4 **Partial invalidity**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

2 **COVENANT TO PAY**

The Chargor, as principal obligor and not merely as surety, covenants that it will pay and discharge the Secured Liabilities from time to time when they fall due.

3 **CREATION OF SECURITY**

3.1 **General**

This Security is made:

- (a) in favour of the Secured Party;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

3.2 Charge

The Chargor charges by way of a first fixed charge all of its present and future right, title, benefit and interest in and to the Account and the Deposit.

4 LIABILITIES OF THE CHARGOR

4.1 Liability not discharged

The Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Secured Party that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Secured Party renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

4.2 Immediate recourse

The Chargor waives any right it may have to require the Secured Party to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

5 DEPOSIT ACCOUNT CONTROL AGREEMENT

The Secured Party shall:

- (a) on the execution by it of this Deed, enter into the Deposit Account Control Agreement with the Account Bank and the Secured Party; and
- (b) comply in all respects with the obligations expressed to be assumed by it under the Deposit Account Control Agreement.

6 RESTRICTIONS ON DEALINGS

6.1 Security

The Chargor must not create or permit to subsist any Security on any Security Asset, except for this Security.

6.2 Restrictions on repayment and withdrawals

Except as expressly allowed under the Deposit Account Control Agreement, the Chargor must not:

- (a) withdraw or transfer all or any part of the Deposit; and

- (b) permit or agree to any variation of the rights attaching to the Account or close the Account.

7 POWERS OF THE SECURED PARTY

7.1 Power to remedy

- (a) The Secured Party shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Deed.
- (b) The Chargor irrevocably authorises the Secured Party and its agents to do all things that are necessary or desirable for that purpose.
- (c) The Chargor shall reimburse the Secured Party, on a full indemnity basis, for any monies the Secured Party expends in remedying a breach by the Chargor of its obligations contained in this deed.

7.2 Exercise of rights

The rights of the Secured Party under clause 7.1 (*Power to remedy*) are without prejudice to any of its other rights under this Deed.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 When enforceable

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

8.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

8.3 Enforcement

After this Security has become enforceable, the Secured Party may, in its absolute discretion, enforce all or any part of this Security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Security Assets

9 ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Secured Party are extended so as to authorise the Secured Party to lease, make agreements for leases, accept surrenders of

leases and grant options as the Secured Party may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

9.2 No liability as mortgagee in possession

Neither the Secured Party nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

The Secured Party and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Secured Party or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Secured Party or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Secured Party or to that Receiver is to be applied.

10 RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests to the Secured Party at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Secured Party is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Secured Party may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Secured Party is

prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

10.2 Removal

The Secured Party may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Secured Party may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

10.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Secured Party

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Secured Party in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11 POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this clause 11 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

11.3 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

11.4 Sale of assets

A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

11.5 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

11.6 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

11.7 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.8 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

12 APPLICATION OF PROCEEDS

12.1 Order of application

All amounts from time to time received or recovered by the Secured Party or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security shall (subject to the claims of any person having prior rights and by way of variation of the Act) be applied in the following order of priority (but without prejudice to the Secured Party's right to recover any shortfall from the Chargor):

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Secured Party and/or any Receiver under or in connection with this Deed;

- (b) in or towards payment of the Secured Liabilities in any order and manner that the Secured Party determines; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

12.2 Appropriation

- (a) To the extent that:
 - (i) the Security Assets constitute Financial Collateral; and
 - (ii) this Deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,

the Secured Party shall have the right, at any time after this Security has become enforceable, to appropriate all or any of those Security Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Secured Party may, in its absolute discretion, determine.

- (b) The value of any Security Assets appropriated in accordance with this clause 12.2 shall be, in the case of cash, the amount standing to the credit of the Account, together with any accrued but unpaid interest, at the time that the right of appropriation is exercised.
- (c) The Chargor agrees that the method of valuation provided for in this clause is commercially reasonable for the purposes of the Financial Collateral Regulations.

13 SUSPENSE ACCOUNT

All monies received by the Secured Party or a Receiver under this Deed:

- (a) may, at the discretion of the Secured Party or the Receiver, be credited to a suspense account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Secured Party and the Chargor; and
- (c) may be held in that account for so long as the Secured Party or the Receiver thinks fit.

14 EXPENSES AND INDEMNITY

14.1 Expenses

The Chargor must promptly on demand pay to the Secured Party on a full indemnity basis all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Secured Party or any Receiver in connection with:

- (a) the negotiation, preparation, execution and delivery of this Deed;
- (b) the Security Assets;
- (c) any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this Deed;

- (d) any release of this Security; or
- (e) taking proceedings for, or recovering, any of the Secured Liabilities.

14.2 Indemnity

The Chargor shall promptly on demand indemnify the Secured Party and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Security Assets;
- (b) taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) this Security; or
- (c) any default or delay by the Chargor in performing any of its obligations under this Deed.

15 DELEGATION

15.1 Power of Attorney

The Secured Party or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Secured Party or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

15.3 Liability

Neither the Secured Party nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16 FURTHER ASSURANCES

- (a) The Chargor must promptly, at its own expense, take whatever action the Secured Party or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Secured Party or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

- (b) The action that may be required under paragraph (a) above includes:
- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Secured Party or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Secured Party may consider necessary or desirable.

17 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Secured Party, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Secured Party or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 17.

18 MISCELLANEOUS

18.1 Ultimate balance

This Security will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 New accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Secured Party may open a new account with the Chargor.
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19 REMEDIES AND WAIVERS

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

20 AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Secured Party and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Secured Party so agrees in writing. A waiver given or consent granted by the Secured Party under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

21 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

22 NOTICES

22.1 Mode of delivery

Notices and other communications by one Party to another under this Deed must be given in writing and must be sent to the address of that other Party as set forth below that Party's signature of this Deed and shall be delivered by hand, overnight courier or certified mail, return receipt requested. Each Party may change its address for notices hereunder by giving notice in writing of the change to the other Party.

22.2 Deemed delivery

- (a) A notice or other communication given to the Chargor under or in connection with this Deed shall be deemed to have been received:
 - (i) if delivered by hand, at the time it is left at the relevant address (provided that if it is left at the relevant address on a day that is not a Business Day, or after normal business hours in the place it is received, such notice or other communication shall be deemed to have been received on the next Business Day);
 - (ii) if sent by overnight courier, on the second Business Day after being given to or collected by the relevant courier service; and
 - (iii) if posted by pre-paid certified mail or other next working day delivery service, on the second Business Day after posting.
- (b) A notice or other communication given to the Secured Party under or in connection with this Deed shall be deemed to have been received only on actual receipt.

22.3 Service of proceedings

This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 RELEASE

At the end of the Security Period, the Secured Party must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

24 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

25 ENFORCEMENT

25.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

25.2 Notwithstanding clause 25.1 above, the Secured Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction (including, for the avoidance of doubt, in the State of New York). To the extent allowed by law, the Secured Party may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTION PAGE

CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1 by TRUELAYER)
LIMITED acting by)


Director

in the presence of:

Witness signature:

Witness name:

Witness address:



FRANCA PANKO
206 AUSSWELL HILL
LONDON, UK

Address:

Facsimile No:

Attention:

SECURED PARTY

GOLDMAN SACHS BANK USA
as Secured Party

By: _____

Name:

Title:

Address:

Facsimile No:

Attention:

EXECUTION PAGE

CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1 by TRUELAYER)
LIMITED acting by)
)

Director

in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address:

Facsimile No:

Attention:

SECURED PARTY

GOLDMAN SACHS BANK USA
as Secured Party

By: _____

Name: Thomas Manning
Title: Authorized Signatory

Address: Goldman Sachs Bank USA, London

Plumtree Court

25 Shoe Lane

London EC4A 4AU

United Kingdom

Attention: Thomas Manning