UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 24)*

Green Brick Partners, Inc.

(Name of Issuer)

Shares of Common Stock, par value $0.01 per share

(Title of Class of Securities)

392709101
(CUSIP Number)

Greenlight Capital, Inc.
140 East 45th Street, Floor 24
New York, New York 10017
Tel. No.: (212) 973-1900
Attention: Chief Operating Officer

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

- with copies to -

Barry N. Hurwitz
Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
(617) 951-8000

December 12, 2023

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons. Greenlight Capital, Inc.		
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]		
3	SEC Use Only		
4	Source of Funds (See Instructions): AF, WC, OO		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): [ ]		
6	Citizenship or Place of Organization. Delaware		
Number of Shares Beneficially Owned by Each Reporting Person With		7	Sole Voting Power 0
		8	Shared Voting Power 834,545
		9	Sole Dispositive Power 0
		10	Shared Dispositive Power 834,545
11	Aggregate Amount Beneficially Owned by Each Reporting Person 834,545		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13	Percent of Class Represented by Amount in Row (11) 1.8%		
14	Type of Reporting Person (See Instructions) CO		

1	Names of Reporting Persons. DME Advisors GP, LLC	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]	
3	SEC Use Only	
4	Source of Funds (See Instructions): AF, WC, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): [ ]	
6	Citizenship or Place of Organization. Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0	
	8 Shared Voting Power 10,570,338	
	9 Sole Dispositive Power 0	
	10 Shared Dispositive Power 10,570,338	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 10,570,338	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]	
13	Percent of Class Represented by Amount in Row (11) 23.3%	
14	Type of Reporting Person (See Instructions) OO	

1	Names of Reporting Persons. DME Advisors, L.P.	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]	
3	SEC Use Only	
4	Source of Funds (See Instructions): AF, WC, OO	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): [ ]	
6	Citizenship or Place of Organization. Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0	
	8 Shared Voting Power 2,740,190	
	9 Sole Dispositive Power 0	
	10 Shared Dispositive Power 2,740,190	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 2,740,190	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]	
13	Percent of Class Represented by Amount in Row (11) 6.0%	
14	Type of Reporting Person (See Instructions) PN	

1	Names of Reporting Persons. DME Capital Management, LP		
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]		
3	SEC Use Only		
4	Source of Funds (See Instructions): AF, WC, OO		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): [ ]		
6	Citizenship or Place of Organization. Delaware		
Number of Shares Beneficially Owned by Each Reporting Person With		7	Sole Voting Power 0
		8	Shared Voting Power 7,830,148
		9	Sole Dispositive Power 0
		10	Shared Dispositive Power 7,830,148
11	Aggregate Amount Beneficially Owned by Each Reporting Person 7,830,148		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13	Percent of Class Represented by Amount in Row (11) 17.3%		
14	Type of Reporting Person (See Instructions) PN		

1	Names of Reporting Persons. David Einhorn		
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]		
3	SEC Use Only		
4	Source of Funds (See Instructions): AF, WC, OO		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e): [ ]		
6	Citizenship or Place of Organization. USA		
Number of Shares Beneficially Owned by Each Reporting Person With		7	Sole Voting Power 869,110
		8	Shared Voting Power 11,404,883
		9	Sole Dispositive Power 869,110
		10	Shared Dispositive Power 11,404,883
11	Aggregate Amount Beneficially Owned by Each Reporting Person 12,273,993		
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]		
13	Percent of Class Represented by Amount in Row (11) 27.0%		
14	Type of Reporting Person (See Instructions) IN		

AMENDMENT NO. 24 TO SCHEDULE 13D

This Amendment No. 24 to Schedule 13D (the "Amendment"), relating to shares of common stock, par value $0.01 per share ("Common Stock"), of Green Brick Partners, Inc. (f/k/a BioFuel Energy Corp.), a Delaware corporation (the "Issuer" or the "Company"), 2805 Dallas Parkway, Suite 400, Plano, Texas 75093, amends and supplements the Schedule 13D originally filed with the Securities and Exchange Commission (the "Commission") on June 26, 2007, as amended by Amendment No. 1 filed with the Commission on May 4, 2010, Amendment No. 2 filed with the Commission on September 27, 2010, Amendment No. 3 filed with the Commission on September 27, 2010, Amendment No. 4 filed with the Commission on December 17, 2010, Amendment No. 5 filed with the Commission on February 8, 2011, Amendment No. 6 filed with the Commission on April 8, 2011, Amendment No. 7 filed with the Commission on September 6, 2012, Amendment No. 8 filed with the Commission on March 28, 2014, Amendment No. 9 filed with the Commission on June 13, 2014, Amendment No. 10 filed with the Commission on July 16, 2014, Amendment No. 11 filed with the Commission on October 29, 2014, Amendment No. 12 filed with the Commission on July 1, 2015, Amendment No. 13 filed with the Commission on November 16, 2017, Amendment No. 14 filed with the Commission on July 5, 2018, Amendment No. 15 filed with the Commission on January 27, 2021, Amendment No. 16 filed with the Commission on February 10, 2021, Amendment No. 17 filed with the Commission on May 6, 2022, Amendment No. 18 filed with the Commission on August 5, 2022, Amendment No. 19 filed with the Commission on June 30, 2023, Amendment No. 20 filed with the Commission on August 4, 2023, Amendment No. 21 filed with the Commission on September 8, 2023, Amendment No. 22 filed with the Commission on September 11, 2023, and Amendment No. 23 filed with the Commission on December 5, 2023

This Amendment is being filed on behalf of Greenlight Capital, Inc., a Delaware corporation ("Greenlight Inc."), DME Advisors GP, LLC, a Delaware limited liability company ("Advisors GP"), DME Advisors, L.P., a Delaware limited partnership of which Advisors GP is the general partner ("Advisors"), DME Capital Management, LP, a Delaware limited partnership of which Advisors GP is the general partner ("DME CM"), and Mr. David Einhorn (the "Principal" and, together with Greenlight Inc., Advisors GP, Advisors and DME CM, the "Reporting Persons"). Mr. Einhorn is the principal of each of Greenlight Inc., Advisors GP, Advisors and DME CM. Mr. Einhorn is also a Director of the Issuer.

Greenlight Inc. acts as investment advisor for Greenlight Capital Offshore Partners, Ltd. ("GCOP, Ltd."). DME CM acts as investment advisor for Greenlight Capital Offshore Master, Ltd. ("GCOM") and special purpose vehicles created by GCOP, Ltd. and GCOM (the "SPVs"). DME acts as investment advisor for Solasglas Investments, LP ("SILP"). GCOP, Ltd., GCOM, the SPVs, SILP and the Reporting Persons are referred to herein collectively as "Greenlight."

The filing of this Amendment shall not be construed as an admission that any of the Reporting Persons is for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, the beneficial owner of any of the shares of Common Stock reported herein. Pursuant to Rule 13d-4, each of the Reporting Persons disclaims all such beneficial ownership except to the extent of its pecuniary interest in any such shares, if applicable.

Unless otherwise indicated, all capitalized terms used herein but not defined herein shall have the same meanings as set forth in this Schedule 13D, as previously amended.

This Amendment is being filed to amend and supplement Items 4, 5, 6 and 7 as follows:

Item 4. Purpose of Transaction.

On December 12, 2023, DME Advisors, on behalf of SILP, and DME CM, on behalf of three SPVs (SILP and each SPV, a "Selling Account"), entered into forward sales (each, a "Forward Transaction") of 500,000 shares, 223,090 shares, 160,260 shares and 116,650 shares, respectively, of the Common Stock. In the case of SILP, the purpose of the Forward Transaction is to facilitate a reduction in the concentration of SILP's investment portfolio. In the case of each of the SPVs, the purpose of the Forward Transaction is to facilitate the sale of a portion of the Common Stock held by such SPV, as contemplated by the terms of the Class A interests in the SPV, as previously disclosed.

Each Forward Transaction, pursuant to a Variable Price Forward Sale Transaction Confirmation substantially in the form of Exhibit A hereto (a "Forward Confirmation") with Goldman Sachs Financial Markets, L.P. (the "Counterparty"), provides for the applicable Selling Account to deliver the applicable number of shares of Common Stock specified above to the Counterparty at a price based on the volume weighted average price of the Common Stock as reported in Bloomberg VWAP over a valuation period, which period will be determined by the Counterparty, subject to an agreed maturity window. The Forward Transactions are settled at maturity. Settlement is scheduled to occur in or prior to the fourth quarter of 2024.

To secure its obligations under the applicable Forward Confirmation, each Selling Account has entered into a pledge agreement (a "Pledge Agreement"), pursuant to which it has pledged to the Counterparty a number of shares of Common Stock (the "Pledged Shares") equal to the number of shares to be sold under such Forward Confirmation. It is expected that pledged shares will be rehypothecated by the Counterparty. The Reporting Persons will not have voting control over any shares that have been so rehypothecated, for as long as such shares have been rehypothecated.

The foregoing descriptions of the Forward Transactions and the pledges do not purport to be complete and are qualified in their entirety by reference to the full text of the Forward Confirmation and Pledge Agreement, forms of which are filed as Exhibit 99.1 and Exhibit 99.2 hereto, and incorporated into this Item 4 by reference.

The Reporting Persons remain committed to being long-term shareholders of the Company, and Mr. Einhorn continues to serve as Chairman of the Company. The Reporting Persons nonetheless may from time to time (i) dispose of their positions in the Company's securities in the open market, in private transactions with the Issuer, or otherwise or (ii) engage in derivative or financing transactions with respect to such positions.

Item 5. Interest in Securities of the Issuer.

(a) and (b) See Items 7-13 of the cover pages.

The percentages reported herein are based on a statement in the Quarterly Report on Form 10-Q filed by the Issuer with the SEC on October 31, 2023 that there were 45,378,364 shares of Common Stock outstanding as of October 25, 2023.

(c) The information described in Item 4 is hereby incorporated by reference into this Item 5(c). The Reporting Persons have not engaged in any other transactions in the Common Shares during the sixty day period prior to the filing of this Schedule 13D that have not previously been reported.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information described in Item 4 is hereby incorporated by reference into this Item 6.

Item 7. Exhibits.

Exhibit 99.1	Form of Forward Confirmation
Exhibit 99.2	Form of Pledge Agreement
Exhibit 99.3	Joint Filing Agreement executed by and among the Reporting Persons as of March 28, 2014 (incorporated herein by reference to Exhibit 99.2 to Amendment No. 8 to Schedule 13D relating to shares of Common Stock of the Issuer, as filed by the Reporting Persons with the Commission on March 28, 2014)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 12, 2023

Greenlight Capital, Inc.

By: /s/ Daniel Roitman
Daniel Roitman
Chief Operating Officer

DME Advisors GP, L.L.C.

By: /s/ Daniel Roitman
Daniel Roitman
Chief Operating Officer

DME Advisors, L.P.

By: /s/ Daniel Roitman
Daniel Roitman
Chief Operating Officer

DME Capital Management, LP

By: /s/ Daniel Roitman
Daniel Roitman
Chief Operating Officer

/s/ Daniel Roitman**
Daniel Roitman, on behalf of David Einhorn

** The Power of Attorney executed by David Einhorn, authorizing the signatory to sign and file this report on David Einhorn's behalf, filed as Exhibit 99.1 to the Schedule 13D filed with the Securities and Exchange Commission on August 29, 2019 by the Reporting Persons with respect to the common units of CONSOL Coal Resources, is hereby incorporated by reference.

GOLDMAN SACHS FINANCIAL MARKETS, L.P. | 200 WEST STREET | NEW YORK, NY 10282-2198

Opening Transaction

To:	[Counterparty]
A/C:	
From:	Goldman Sachs Financial Markets, L.P.
Re:	Variable Price Forward Sale Transaction
Ref. No:	
Date:	December 12, 2023

The purpose of this communication (this "**Confirmation**") is to set forth the terms and conditions of the above-referenced transaction entered into on the Trade Date specified below (the "**Transaction**") between Goldman Sachs Financial Markets, L.P., a limited partnership organized under the laws of the State of Delaware ("**GS**") and [Counterparty] ("**Counterparty**").

1. This Confirmation is subject to, and incorporates, the 2006 ISDA Definitions (the "**2006 Definitions**") and the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**" and, together with the 2006 Definitions, the "**Definitions**"), in each case as published by the International Swaps and Derivatives Association, Inc. This Confirmation evidences a complete and binding agreement between GS and Counterparty as to the terms of the Transaction to which this Confirmation relates and shall supersede all prior or contemporaneous written or oral communications with respect thereto.

This Confirmation supplements, forms a part of, and is subject to, an agreement in the form of the 2002 ISDA Master Agreement (the "**Agreement**") as if GS and Counterparty executed the Agreement on the date of this Confirmation, but without any Schedule except for the elections, modifications and specifications set forth in this Confirmation, including the following: (i) the elections of USD as the Termination Currency, (ii) the election that "Multiple Transaction Payment Netting" will not apply for the purpose of Section 2(c) of the Agreement, (iii) the Event of Default in Section 5(a)(v) of the Agreement and the Termination Event in Section 5(b)(v) of the Agreement shall not apply to Counterparty, (iv) the election that the "Cross Default" provisions of Section 5(a)(vi) shall apply to GS and Counterparty, with a "Threshold Amount" of (A) in respect of GS, three percent of the shareholders' equity of The Goldman Sachs Group, Inc. ("**GS Group**") as of the Trade Date and (B) in respect of Counterparty, the lesser of USD 50,000,000 (or its equivalent in any currency) and 10% of Counterparty's Net Asset Value (as defined in Annex A) as reported in its most recent monthly statement of Net Asset Value; *provided* that (i) the phrase "or becoming capable at such time of being declared" shall be deleted from clause (1) of such Section 5(a)(vi) and (ii) the following language shall be added to the end thereof: "Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (i) the default was caused solely by error or omission of an administrative or operational nature; (ii) funds were available to enable the party to make the payment when due; and (iii) the payment is made within two Local Business Days of such party's receipt of written notice of its failure to pay.", and (iv) the obligations of GS in respect of this Transaction hereunder will be unconditionally guaranteed by GS Group pursuant to (x) the Guaranty, dated as of or about the date of this Confirmation, made by GS Group relating to certain obligations of GS (the "GS Guaranty") or (y) any replacement or successor guarantee on terms not less favorable for Counterparty than the GS Guaranty, which may be in the form of a general guarantee or a guarantee that specifically references the Transaction hereunder. The GS Guaranty shall constitute a Credit Support Document and GS Group shall constitute a Credit Support Provider, subject in all respects to Section 28 hereof and the U.S. Special Resolution Regimes (as defined in the GS Guaranty), including the provisions of the last paragraph of the GS Guaranty.

The Transaction shall be the sole Transaction under the Agreement. If there exists any ISDA Master Agreement between GS and Counterparty or any confirmation or other agreement between GS and Counterparty

pursuant to which an ISDA Master Agreement is deemed to exist between GS and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which GS and Counterparty are parties, the Transaction shall not be considered a Transaction under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

All provisions contained in, or incorporated by reference to, the Agreement shall govern this Confirmation except as expressly modified below.

In the event of any inconsistency between the Agreement, this Confirmation and the Definitions, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; (iii) the 2006 Definitions; and (iv) the Agreement.

2. For purposes of the Equity Definitions, this Transaction will be deemed to be a Share Forward Transaction. Set forth below are the terms and conditions which shall govern the Transaction:

General Terms:

Trade Date:	December 12, 2023
Seller:	Counterparty
Buyer:	GS
Shares:	Shares of Common Stock, par value $0.01 per share, of the Issuer (Ticker: GRBK)
Issuer:	Green Brick Partners, Inc.
Number of Shares:	As set forth in Annex A
Share Delivery:	Subject to Section 2(d) of the Pledge Agreement, by 12:00 p.m. noon New York City time on the Final Settlement Date (as defined below), Counterparty shall sell, convey, transfer, assign and deliver to GS a number of Shares equal to the Number of Shares (the "**Purchased Shares**") in accordance with Section 9.4 of the Equity Definitions. The provisions of the last sentence of Section 9.2 and Sections 9.8, 9.9, 9.11 and 9.12 of the Equity Definitions will be applicable to Counterparty's delivery of Shares contemplated above as if such delivery were a "Physical Settlement" under the Equity Definitions. For the avoidance of doubt, upon such delivery GS will become the absolute owner of such Shares for all purposes. Counterparty shall be deemed to represent to GS on the Final Settlement Date that all of the representations set forth in Section 9.11 of the Equity Definitions shall be true and correct with respect to the delivery of Purchased Shares to GS. Without limiting the generality of the foregoing, the Purchased Shares shall be delivered to GS in book-entry form (which are registered in the name of The Depository Trust Company's (the "**DTC**") nominee, maintained in the form of book entries on the books of DTC and allowed to be settled through DTC's regular book-entry settlement services) without any restrictive legend.
Prepayment:	Not Applicable
Variable Obligation:	Not Applicable

Forward Price:	The arithmetic average of the VWAP Prices for the Valid Days in the Calculation Period, subject to "Valuation Disruption" below.
Premium Amount:	As set forth in Annex A
VWAP Price:	For any Exchange Business Day, the per Share volume-weighted average price for the regular trading session (without regard to pre-open or after hours trading outside of such regular trading session) as displayed under the heading "Bloomberg VWAP" on Bloomberg page "GRBK <Equity> AQR" (or any successor thereto) at 4:15 P.M. New York time (or 15 minutes following the end of any extension of the regular trading session) on such Exchange Business Day or, if such volume-weighted average price is unavailable for any reason or is manifestly erroneous, the market value of one Share on such Exchange Business Day, as determined by the Calculation Agent using a volume-weighted method after consultation pursuant to the last paragraph of Section 3 hereof, it being understood that the Calculation Agent shall comply with its obligations under the last paragraph of Section 3 hereof in respect of such determination.
Settlement Currency:	USD
Exchange:	The New York Stock Exchange
Related Exchange:	All Exchanges

Valuation:

Valuation Time:	As provided in Section 6.1 of the Equity Definitions
Valuation Date:	The Scheduled Valuation Date; *provided* that GS shall have the right to designate any Scheduled Trading Day on or after the First Acceleration Date to be the Valuation Date for all of the Transaction (for the avoidance of doubt, in whole but not in part) (the "**Accelerated Valuation Date**") by delivering notice to Counterparty of such designation prior to 11:59 A.M. New York City time on the Exchange Business Day immediately following the designated Accelerated Valuation Date; *provided further* that GS may designate the Accelerated Valuation Date for the Transaction only if GS has substantially concurrently designated the same "Accelerated Valuation Date" for the purposes of and under those certain confirmations of Variable Price Forward Sale Transactions, dated as of December 12, 2023, between GS and each of [names of other SPVs and SILP, as applicable] (if and for so long such confirmations remain in effect).
Calculation Period:	The period from and including the Calculation Period Start Date to and including the Valuation Date.
Calculation Period Start Date:	As set forth in Annex A
Scheduled Valuation Date:	As set forth in Annex A
First Acceleration Date:	As set forth in Annex A
Valuation Disruption:	Notwithstanding anything to the contrary in the Equity Definitions, to the extent that a Disrupted Day occurs during the Calculation Period, the Calculation Agent may, in its good faith and commercially reasonable discretion, postpone the Scheduled Valuation Date. If any such Disrupted Day is a Disrupted Day because of a Market Disruption Event (or a deemed Market Disruption Event as provided herein), the Calculation Agent shall determine whether:

(i) such Disrupted Day is a Disrupted Day in full, in which case the VWAP Price for such Disrupted Day shall not be included for purposes of determining the Forward Price, or

(ii) such Disrupted Day is a Disrupted Day only in part, in which case the VWAP Price for such Disrupted Day shall be determined by the Calculation Agent after consultation pursuant to the last paragraph of Section 3 hereof based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of the relevant Market Disruption Event, and the weighting of the VWAP Price for the relevant Valid Days during the Calculation Period shall be adjusted in good faith and a commercially reasonable manner by the Calculation Agent after consultation pursuant to the last paragraph of Section 3 hereof for purposes of determining the Forward Price, with such adjustments based on, among other factors, the nature and duration of any Market Disruption Event and the volume, historical trading patterns and price of the Shares, it being understood that the Calculation Agent shall comply with its obligations under the last paragraph of Section 3 hereof in respect of such determination.

Any Scheduled Trading Day on which the Exchange is scheduled to close prior to its normal close of trading shall be deemed to be a Disrupted Day in full.

The Calculation Agent shall provide notice to Counterparty of any Valuation Disruption on the Exchange Business Day promptly following such Valuation Disruption; *provided* that in case a Market Disruption Event is due to a Regulatory Disruption, such notice shall not be required to specify, and GS shall not otherwise be required to communicate to Counterparty, the reason for such Regulatory Disruption.

If a Disrupted Day occurs during the Calculation Period and each of the nine immediately following Scheduled Trading Days is a Disrupted Day (a "**Disruption Event**"), then the Calculation Agent, in its good faith and commercially reasonable discretion, may deem such Disruption Event (and each consecutive Disrupted Day thereafter) to be (x) a Potential Adjustment Event or (y) if the Calculation Agent determines that no adjustment that it could make under clause (x) will produce a commercially reasonable result, an Additional Termination Event, with Counterparty as the sole Affected Party and the Transaction as the sole Affected Transaction.

The definition of "Market Disruption Event" in Section 6.3(a) of the Equity Definitions is hereby amended by deleting the words (A) "at any time during the one-hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be", (B) inserting the words "at any time on any Scheduled Trading Day during the Calculation Period" after the word "material," in the third line thereof and (C) replacing the words "or (iii) an Early Closure." therein with "(iii) an Early Closure, or (iv) a Regulatory Disruption.".

Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.

Valid Day:	Each Exchange Business Day during the Calculation Period.

Settlement Terms:

Cash Settlement:	Applicable; *provided* that notwithstanding Section 8.4(a) of the Equity Definitions, following delivery of the Number of Shares on the Final Settlement Date pursuant to "Share Delivery" above, GS shall pay to Counterparty an amount in USD equal to the Forward Cash Settlement Amount on the Cash Settlement Payment Date.
Forward Cash Settlement Amount:	An amount equal to the product of (i)(A) the Forward Price *plus* (B) the Premium Amount and (ii) the Number of Shares.
Final Settlement Date:	In the case of an Acceleration Valuation Date, the date that is one Clearance System Business Day immediately following the date on which GS delivers the notice described in "Valuation Date", and in the case of the Scheduled Valuation Date, the date that is one Clearance System Business Day immediately following the Scheduled Valuation Date.
Cash Settlement Payment Date:	The Final Settlement Date or, if such date is not a Currency Business Date, the next following Currency Business Day.

Share Adjustments:

Potential Adjustment Event:	In addition to the events described in Section 11.2(e) of the Equity Definitions, it shall constitute an additional Potential Adjustment Event if (x) the Scheduled Valuation Date is postponed pursuant to "Valuation Disruption" above, (y) a Regulatory Disruption as described in Section 10 occurs or (z) a Disruption Event occurs. "**Extraordinary Dividend**" means any dividend or distribution on the Shares that is not of a type described in clause (i) or clause (ii) of Section 11.2(e) of the Equity Definitions for which the ex-dividend date occurs from the Trade Date to and including the date on which Counterparty has satisfied all of its payment and delivery obligations hereunder in respect of the Transaction. Article 10 of the Equity Definitions shall not apply to this Transaction.
Method of Adjustment:	Calculation Agent Adjustment.

Extraordinary Events:

New Shares:	In the definition of "New Shares" in Section 12.1(i) of the Equity Definitions, (a) the text in subsection (i) shall be deleted in its entirety and replaced with: "publicly quoted, traded or listed on any of the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market (or their respective successors)" and (b) the phrase "and (iii) issued by a corporation under the laws of the United States, any State thereof or the District of Columbia" shall be inserted immediately prior to the period.

Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment
Tender Offer:	Applicable; *provided* that the definition of "Tender Offer" and "Tender Offer Date" in Section 12.1 of the Equity Definitions are each hereby amended by adding after the words "voting shares" the words ", voting power or Shares". The definition of "Tender Offer" in Section 12.1 of the Equity Definitions is further amended by changing the number "10%" to the Tender Offer Threshold (as defined in Annex A).
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment
Composition of Combined Consideration:	Not Applicable; *provided* that, notwithstanding Sections 12.1 and 12.5(b) of the Equity Definitions, to the extent that the composition of the consideration for the relevant Shares pursuant to a Tender Offer or Merger Event could be determined by a holder of the Shares, the Calculation Agent will, in its sole discretion, determine such composition.
Consequences of Announcement Events:	Modified Calculation Agent Adjustment as set forth in Section 12.3(d) of the Equity Definitions, as amended hereby; *provided* that, in respect of an Announcement Event, (x) references to "Tender Offer" shall be replaced by references to "Announcement Event" and references to "Tender Offer Date" shall be replaced by references to "date of such Announcement Event", (y) the word "shall" in the second line shall be replaced with "may" and (z) for the avoidance of doubt, the Calculation Agent may determine the effect on the Transaction of such Announcement (and, if so, adjust the terms of such Transaction accordingly) on one or more occasions on or after the date of the Announcement Event, it being understood that any adjustment in respect of an Announcement Event shall take into account any earlier adjustment relating to the same Announcement Event. An Announcement Event shall be an "Extraordinary Event" for purposes of the Equity Definitions, to which Article 12 of the Equity Definitions is applicable. For the avoidance of doubt, any such adjustment shall be without prejudice to the application of the provisions set forth in "Consequences of Merger Events" and/or "Consequences of Tender Offers" with respect to the related Merger Event or Tender Offer.
Announcement Event:	(i) The public announcement of any Merger Event or Tender Offer, the intention to enter into a Merger Event or Tender Offer, or any transaction or event that, if completed, would constitute a Merger Event or Tender

Offer, (ii) the public announcement of (x) any potential acquisition by Issuer and/or any of its subsidiaries where the aggregate consideration exceeds the Acquisition Transaction Percentage (as defined in Annex A) of the market capitalization of Issuer as of the date of such announcement, as determined by the Calculation Agent (an "**Acquisition Transaction**") or (y) any potential lease, exchange, transfer or disposition (including, without limitation, by way of spin-off or distribution) of assets (including, without limitation, any capital stock or other ownership interests or other ownership interest in the Issuer's subsidiaries) or other similar event by Issuer or any of its subsidiaries where the aggregate consideration exceeds the Disposal Transaction Threshold of the market capitalization of Issuer as of the date of such announcement, as determined by the Calculation Agent (a "**Disposal Transaction**"), (iii) the public announcement of an intention by Issuer or any of its subsidiaries to solicit or enter into, or to explore strategic alternatives or other similar undertaking that may include, a Merger Event, Tender Offer, Acquisition Transaction or Disposal Transaction, (iv) any other announcement that in the good faith, commercially reasonable judgement of Calculation Agent may result in a Merger Event, Tender Offer, Acquisition Transaction or Disposal Transaction or (v) any subsequent public announcement of a change to a transaction or intention that is the subject of an announcement of the type described in clause (i), (ii), (iii) or (iv) of this sentence (including, without limitation, a new announcement, whether or not by the same party, relating to such a transaction or intention or the announcement of a withdrawal from, or the abandonment or discontinuation of, such a transaction or intention), as determined by the Calculation Agent. For the avoidance of doubt, announcements as used in this definition of Announcement Event refer to any public announcement whether made by the Issuer or a third party, and the occurrence of an Announcement Event with respect to any transaction or intention shall not preclude the occurrence of a later Announcement Event with respect to such transaction or intention. For purposes of this definition of "Announcement Event," Merger Event" shall be read with references therein to "100%" being replaced by the percentage equal to the Tender Offer Threshold and to "50%" by the percentage equal to the Reverse Merger Threshold and without reference to the clause beginning immediately following the definition of "Reverse Merger" therein.

Nationalization, Insolvency or Delisting: Cancellation and Payment; *provided* that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if (i) the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The Nasdaq Global Market or The Nasdaq Global Select Market (or their respective successors) (and if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange) or (ii) the Issuer announces an intent to cause the Shares to cease to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer).

Additional Disruption Events:

(i) Change in Law: Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or public announcement or statement of, the formal or informal interpretation", (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Position", (iii) adding the words ", or holding, acquiring or disposing of Shares or any Hedge Positions relating to," after the words "obligations under" in clause (Y) thereof and (iv) by immediately following the word "Transaction" in clause (X) thereof, adding the phrase "in the manner contemplated by the Hedging Party on the Trade Date; *provided further* that (i) any determination as to whether (A) the adoption of or any change in any applicable law or regulation (including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute) or (B) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), in each case, constitutes a "Change in Law" shall be made without regard to Section 739 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("**Dodd-Frank**") or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, and (ii) Section 12.9(a)(ii) of the Equity Definitions is hereby amended by replacing the parenthetical beginning after the word "regulation" in the second line thereof with the words "(including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute)".

(ii) Failure to Deliver: Not Applicable

(iii) Insolvency Filing: Applicable; *provided* that the definition of "Insolvency Filing" in Section 12.9(a)(iv) of the Equity Definitions shall be amended by deleting the clause "provided that proceedings instituted or petitions prevented by creditors and not consented to by the Issuer shall not be deemed an Insolvency Filing" at the end thereof and replacing it with the following: "or it has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof.

(iv) Hedging Disruption: Applicable; *provided* that

(i) Section 12.9(a)(v) of the Equity Definitions is hereby modified by:

(a) inserting the following words at the end of clause (A) thereof: "in the manner contemplated by the Hedging Party on the Trade Date";

(b) inserting the following at the end of such Section:

"For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the

further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing and other terms."; and

(ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".

(v) Increased Cost of Hedging:	Applicable; *provided* that, Section 12.9(a)(vi) of the Equity Definitions is hereby amended by inserting the following parenthetical immediately following the term "equity price risk" in the fifth line thereof: "(including, for the avoidance of doubt and without limitation, stock price risk and volatility risk)." Increased Cost of Hedging shall not include any expense related to borrowing or maintaining a borrow of Shares.
(v) Loss of Stock Borrow:	Applicable, if and to the extent Counterparty has exercised its right to revoke the Rehypothecated Collateral (as defined in the Pledge Agreement) pursuant to Section 2(f) of the Pledge Agreement; otherwise, Not Applicable
Maximum Stock Loan Rate:	200 basis points per annum
(v) Increased Cost of Stock Borrow:	Applicable, if and to the extent Counterparty has exercised its right to revoke the Rehypothecated Collateral pursuant to Section 2(f) of the Pledge Agreement; otherwise, Not Applicable
Initial Stock Loan Rate:	0 basis points per annum

For the avoidance of doubt, (i) a Loss of Stock Borrow and/or Increased Cost of Stock Borrow will not occur with respect to any Share that GS has exercised its right to Rehypothecate pursuant to Section 2(f) of the Pledge Agreement and in respect of which such right to Rehypothecate remains in effect and (ii) if GS is not then permitted to exercise such right to Rehypothecate pursuant to Section 2(f) of the Pledge Agreement, the cost (rate) of stock borrow for the purposes of Section 12.9(b)(iv) and 12.9(b)(v), any Price Adjustment or amount paid by Counterparty pursuant to Section 12.9(b)(iv) or 12.9(b)(v), as the case may be, of the Equity Definitions will include, in addition to the rate to borrow Shares incurred by the Hedging Party, any balance sheet charges, capital charges and funding costs incurred by Hedging Party on account of such event.

The term "Hedging Shares" in Section 12.9(a)(x) of the Equity Definitions shall be amended by inserting the following parentheticals immediately following the terms "with respect to a Transaction" "(including the Pledge Agreement related thereto)".

Hedging Party:	For all applicable events, GS. For the avoidance of doubt, the "Hedging Party" shall be deemed to include GS and any of its affiliates for all purposes other than giving or receiving notice.
Hedge Position:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by (i) inserting the words ", unwind, termination" after the words "entry into" and before the words "or maintenance" in the first line and (ii) replacing the words "a party" with the words "GS or its Affiliates" in the third line.
Determining Party:	For all applicable events, GS.
Non-Reliance:	Applicable
Agreements and Acknowledgements	
Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable
Transfer:	Notwithstanding anything to the contrary in the Agreement, GS may assign, transfer and set over all rights, title and interest, powers, privileges and remedies of GS under the Transaction, in whole or in part, to an affiliate of GS whose obligations are guaranteed by The Goldman Sachs Group, Inc. without the consent of Counterparty; *provided* that (x) no Event of Default or Potential Event of Default shall have occurred and be continuing with respect to GS and (y) subsequent to such transfer or assignment, Counterparty will neither, as a result of such transfer or assignment, (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) of the Agreement, except to the extent that such additional amounts were payable to the assignor or transferor immediately before the assignment or transfer, nor (2) receive a payment from which an amount has been deducted or withheld for or on account of any Indemnifiable Tax in respect of which the other party is not required to pay an additional amount, except to the extent that such additional amounts were not payable by the assignor or transferor immediately before the assignment or transfer.
Counterparty Payment Instructions:	To be provided by Counterparty
Account for Delivery of Shares to	
Counterparty:	To be provided by Counterparty
GS Payment Instructions:	To be provided by GS
Account for Delivery of Shares to GS:	To be provided by GS
Counterparty's Contact Details	
for Purpose of Giving Notice:	[Contact information]
	With a copy, which shall not constitute notice, to: Morgan, Lewis & Bockius LLP 101 Park Ave. New York, NY 10178 Attention: Thomas D'Ambrosio

GS's Contact Details
for Purpose of Giving Notice:

Goldman Sachs Financial Markets, L.P
200 West Street
New York, NY 10282-2198
Attention: Jonathan Armstrong, Structured Equity Group
Telephone: 212-902-5181
Email: Jonathan.armstrong@gs.com

With a copy to:
Attention: Cory Oringer, Structured Equity Group
Telephone: 212-902-9162
Email: Cory.oringer@gs.com

And email notification to the following address:
Eq-derivs-notifications@am.ibd.gs.com

3. Calculation Agent: GS; provided that if an Event of Default pursuant to Section 5(a)(vii) with respect to which GS is the Defaulting Party has occurred and is continuing, Counterparty may designate a nationally or internationally recognized third party dealer with expertise in over-the-counter corporate equity derivatives to act as substitute Calculation Agent for so long as such Event of Default is continuing. The costs of such substitute Calculation Agent shall be borne equally by the parties.

Whenever a Calculation Agent is required to act or to exercise judgment in any way, it will do so in good faith and in a commercially reasonable manner.

Following any determination, adjustment or calculation by the Calculation Agent hereunder, upon a written request by Counterparty, the Calculation Agent will promptly (but in any event no later than five (5) Exchange Business Days following receipt of such written request) provide to Counterparty by e-mail to the e-mail address provided by Counterparty in such written request a report (in a commonly used file format for the storage and manipulation of financial data) displaying in reasonable detail the basis for such determination, adjustment or calculation, as the case may be (including any assumptions used in making such determination or calculation), it being understood that the Calculation Agent shall not be obligated to disclose any proprietary or confidential models or any other confidential or proprietary information used by it for such determination, adjustment or calculation.

If contemplated opposite the captions "VWAP Price" and "Valuation Disruption" above, the Calculation Agent shall consult in good faith on a non-binding basis with Counterparty in making determinations of the VWAP Price and the weighing thereof for the relevant Valid Day.

4. Conditions:

(a) As conditions to the effectiveness of this Confirmation:

(i) The parties hereto shall enter into a Pledge Agreement (as hereafter amended, modified, supplemented, replaced or amended and restated, the "**Pledge Agreement**") on the Trade Date granting, on the terms set forth therein, a first priority security interest to GS in a number of Eligible Shares at least equal to the Number of Shares, and

(ii) Counterparty shall have pledged and delivered to GS prior to 16:00 (New York City time) on the Trade Date (unless otherwise agreed by GS) in the manner specified in the Pledge Agreement a number of Shares at least equal to the Number of Shares as security for Counterparty's obligations hereunder, under the Agreement and under the Pledge Agreement, all as provided in the Pledge Agreement. The Pledge Agreement shall be a Credit Support Document hereunder and under the Agreement with respect to Counterparty.

"**Eligible Shares**" means Shares that are (x) held through the DTC, and (y) free of all Transfer Restrictions (as defined in the Pledge Agreement) (other than the Existing Transfer Restrictions), stop transfer limitations and/or other notations.

The "**Existing Transfer Restrictions**" means the Transfer Restrictions on the Shares on account of the fact that Counterparty is an "affiliate" of Issuer within the meaning of Rule 144 ("Rule 144") under the Securities Act (as defined below) and on account of the fact that the Shares are "restricted securities" within the meaning of Rule 144, with a holding period for purposes of Rule 144(d) that began no later than one year prior to the Trade Date.

(iii) GS Group shall have delivered to Counterparty an executed GS Guaranty.

(iv) The Issuer shall have delivered to GS a letter with a confirmation as to the matters set forth in Section 6(c)(1) hereof in the form reasonably acceptable to Goldman (the operative paragraph thereof, the "**Issuer's Confirmation**").

(b) *Conditions to GS' Payment Obligations*. The obligations of GS hereunder are subject to the satisfaction of the following conditions:

(i) The representations and warranties of Counterparty contained in Sections 5 and 6 below being true and correct as of the Trade Date and the representations and warranties of Counterparty contained in the Agreement (including as may be modified herein) and in the Pledge Agreement being true and correct as of the Trade Date.

(ii) Counterparty shall have performed in all material respects all of the covenants and obligations to be performed by it hereunder and under the Agreement (including as may be modified herein) and under the Pledge Agreement.

5. Additional Mutual Representations, Warranties and Covenants. In addition to the representations, warranties and covenants in the Agreement, each party represents, warrants and covenants to the other party that:

(a) It is an "eligible contract participant", as defined in the U.S. Commodity Exchange Act (as amended), and is entering into this Transaction hereunder as principal (and not as agent or in any other capacity, fiduciary or otherwise) and not for the benefit of any third party.

(b) Each party acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), by virtue of Section 4(a)(2) thereof and/or the provisions of Regulation D ("**Regulation D**") or Rule 144, as applicable, each as promulgated under the Securities Act. Accordingly, each party represents and warrants to the other that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment, (ii) it is an "accredited investor" as that term is defined under Regulation D, (iii) it will purchase the Transaction for investment and not with a view to the distribution or resale thereof, and (iv) the disposition of the Transaction is restricted under this Confirmation, the Securities Act and state securities laws.

6. Additional Representations and Agreements of Counterparty. In addition to the representations and agreements in the Agreement and those contained herein, Counterparty represents and warrants to, and covenants and agrees with, GS as follows:

(a) As of the Trade Date, Counterparty is not entering into the Transaction or taking any action hereunder on the basis of, and as of the Trade Date Counterparty and its Affiliates are not aware of or in possession of, any material non-public information regarding the Shares or the Issuer. As of the Trade Date Counterparty is not entering into the Transaction in anticipation of, in connection with, or to facilitate, a distribution of any securities of the Issuer. As of the Trade Date Counterparty is not entering into the Transaction to create actual or apparent trading activity in the Shares (or any security convertible into or

exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) in violation of applicable law.

(b) Counterparty shall, upon obtaining knowledge of the occurrence of any event that would, with the giving of notice, the passage of time or the satisfaction of any condition, constitute an Event of Default with respect to Counterparty, a Termination Event in respect of which it is an Affected Party, promptly notify GS of its obtaining knowledge of such occurrence.

(c) Counterparty's entry into and performance of the Transaction and the Pledge Agreement, and any sales of Shares by or on behalf of Counterparty in connection with the Transaction, will not violate or conflict with, or result in a breach of, or constitute a default under (whether as a result of its characterization as a derivative product or otherwise) (1) any corporate policy of the Issuer known to Counterparty or disclosed by the Issuer or other rules or regulations of Issuer known to Counterparty or disclosed by the Issuer (including, but not limited to, the Issuer's Insider Trading Policy adopted on February 23, 2023 (as it may be amended or replaced, the "**Issuer's Policy**")), (2) any stockholders' agreement, lockup agreement, registration rights agreement, confidentiality agreement, co-sale agreement or any other agreement binding on Counterparty or affecting Counterparty or any of its assets or (3)(x) the certificate of incorporation or by-laws (or any equivalent documents) of Counterparty, (y) any agreement or instrument to which Counterparty is a party or by which Counterparty or any of its properties or assets is bound, or (z) any statute, rule or regulation applicable to, or any order of any court or governmental agency with jurisdiction over, Counterparty or Counterparty's assets or properties. Neither the execution and delivery by Counterparty of this Confirmation, nor the performance by Counterparty of its obligations hereunder in accordance with its terms requires the consent, approval, order or authorization of, or registration with, or the giving notice to, any governmental authority or any third party, except such as have been obtained, made, waived or given or otherwise set forth in this Confirmation.

(d) During the three months immediately preceding the Trade Date, neither Counterparty nor any affiliate of Counterparty nor any person who would be considered to be the same "person" as Counterparty or "act[ing] in concert" with Counterparty (as such terms are used in clauses (a)(2) and (e)(3)(vi) of Rule 144 under the Securities Act) or any other person with whom sales by Counterparty would be aggregated under Rule 144(e) (any such affiliate or other such person, an "**Associated Person**") has sold any Shares or hedged (through swaps, options, short sales or otherwise) any long position in any Shares (or security entitlements in respect thereof) except through GS or an affiliate of GS, nor at any time prior to the Trade Date has Counterparty or any of its Associated Persons defaulted in an obligation secured by a pledge of any Shares. Counterparty and its Associated Persons shall not, without the prior written consent of GS, directly or indirectly sell any Shares if such sale could result in this Transaction to be in violation of Rule 144(e). For the avoidance of doubt, the term "Associated Person" does not include the Issuer. Counterparty has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy Shares in anticipation of or in connection with any sales of Shares that GS (or any affiliate of GS) may effect in establishing GS's Hedge Position. Except as provided herein, Counterparty has not made or arranged for, and will not make or arrange for, any payment to any person in connection with any sales of Shares that GS (or any affiliate of GS) may effect in establishing its Hedge Position with respect to the Transaction. For the purposes of this paragraph, Shares shall be deemed to include securities convertible into or exchangeable or exercisable for Shares.

(e) Counterparty is currently, and in the past has been, in compliance with its reporting obligations under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended ("***Exchange Act***") with respect to the Shares. Counterparty hereby covenants and agrees with GS that it will continue for the duration of this Transaction to be in compliance with its reporting obligations under the provisions of Rule 144 and Sections 13 and 16 of the Exchange Act with respect to the Shares (including with respect to this Transaction). Subject to Counterparty's duties under applicable law, rule or regulation (including, without limitation, the need to make required filings in a timely manner), judgments, orders and agreements, Counterparty shall use commercially reasonable efforts to give prior notice to GS of any public filing of or

relating to the Transaction and use commercially reasonable efforts to provide GS with a draft of such filing prior to filing thereof.

(f) Counterparty's holding period with respect to the Purchased Shares for purposes of Rule 144(d) is deemed to have commenced no later than one year prior to the Trade Date. As of the Trade Date, Counterparty does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in Rule 144(c).

(g) If Counterparty were to sell on the Trade Date for the Transaction a number of Shares equal to the Number of Shares, such sales would comply with the volume limitations set forth in paragraph (e) of Rule 144.

(h) [Reserved]

(i) At all times during the term of the Transaction, except with the prior written consent of GS, Counterparty will not, directly or indirectly (including, without limitation, by means of a derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or announce or commence any tender offer relating to, any Shares or any security convertible into or exchangeable for the Shares; *provided* that Counterparty may transfer Shares (other than, for the avoidance of doubt, the Purchased Shares) among its affiliates and among entities and accounts managed by its affiliates, *further provided* that such transferees shall thereafter be considered Associated Persons and shall be required to comply in respect of such transferred Shares with Sections 6(d), 6(e) and 6(i) as if they were Counterparty hereunder.

(j) [Reserved]

(k) Counterparty is a [type of entity] incorporated with limited liability under the laws of [jurisdiction]. Counterparty will for the term of the Transaction maintain its place of incorporation and domicile as in effect at the time of entry into of this Confirmation.

(l) GS is not acting as a fiduciary for or an adviser to Counterparty in respect of the Transaction.

(m) Counterparty is entering into this Confirmation and the Transaction for its own account and not for the benefit of any third party.

(n) Counterparty is capable of assessing the merits of and understanding the consequences of the Transaction (on Counterparty's own behalf or through independent professional advice and has taken independent legal advice in connection with the Transaction), and understands and accepts, the terms, conditions and risks of the Transaction. Counterparty is acting for its own account, and has made its own independent decision to enter into the Transaction and as to whether the Transaction is appropriate or proper based upon Counterparty's own judgment and upon advice from such legal, tax, accounting or other advisors as Counterparty has deemed necessary. Counterparty is not relying on any communication (written or oral) from GS or its affiliates as tax, accounting or legal advice or as a recommendation to enter into the Transaction; it being understood that information and explanations related to the terms and conditions of the Transaction will not be considered to be tax, legal or accounting advice or a recommendation to enter into the Transaction. Any tax, legal or accounting advice or opinions of third party advisers which GS has provided to Counterparty in connection with the Transaction has been provided to Counterparty for informational or background purposes only, it is not the basis on which Counterparty enters into the Transaction and will be independently confirmed by Counterparty or Counterparty's advisors prior to entering into the Transaction. No communication (written or oral) received from GS will be deemed to be an assurance or guarantee as to the expected results of the Transaction.

(o) Counterparty represents and warrants to GS as of the date hereof, as of the Trade Date, as of the Final Settlement Date (before and after giving effect to the sale and delivery of Purchased Shares), and

as of the Cash Settlement Payment Date that (A) [jurisdiction-relevant insolvency representation]. Counterparty has not engaged and will not engage in any business or transaction with GS after which the property remaining with Counterparty was or will be unreasonably small in relation to its business.

(p) [Under the laws and regulations of the [jurisdiction] it is not necessary that the Agreement, this Confirmation and the Pledge Agreement be filed, registered, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Transaction, such documents or the transactions contemplated thereby, other than that each of the Counterparty and GS has the option of making an application to register the security interest created by the Pledge Agreement in the [applicable filing location].]

(q) The representations, warranties and statements of Counterparty in the Pre-Clearance Checklist submitted by Counterparty to the Issuer pursuant to the Issuer's Policy were true and correct.

(r) Counterparty acknowledges and agrees that (x) the entering into of the Transaction will constitute a "sale" of the Number of Shares thereunder for purposes of Rule 144 and (y) Counterparty has transmitted or will transmit a Form 144 for filing with the Securities and Exchange Commission ("SEC") contemporaneously with or prior to the Trade Date, all in the manner contemplated by Rule 144(h), and agrees to provide a draft of such Form 144 to GS, which shall be reasonably acceptable to GS, prior to filing.

(s) Counterparty is not and, after giving effect to the Transaction contemplated hereby, will not be required to, register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended. During the term of the Transaction hereunder it will not take any action that would cause it to become required to, or otherwise permit Counterparty to become required to, register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(t) Counterparty represents and warrants that it has received, read and understands the OTC Options Risk Disclosure Statement and a copy of the most recent disclosure pamphlet prepared by The Options Clearing Corporation entitled "Characteristics and Risks of Standardized Options".

(u) Counterparty shall reasonably cooperate with GS, and execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all such other instruments, and to obtain all consents, approvals or authorizations of any person, and take all such other actions as GS may reasonably request from time to time, consistent with the terms of this Confirmation, the Agreement (including as may be modified herein) and the Pledge Agreement, in order to effectuate the purposes of this Confirmation, the Agreement (including as may be modified herein), the Pledge Agreement and the Transaction.

(v) Counterparty has not and will not violate any applicable law, rule or regulation (including, without limitation, the Securities Act and the Exchange Act) in connection with performing its obligations under the Transaction contemplated by this Confirmation, the Agreement (including as may be modified herein) and/or the Pledge Agreement.

(w) To the knowledge of Counterparty, no state or local law, rule, regulation or regulatory order in [jurisdiction] applicable to the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of GS or its affiliates owning or holding (however defined) Shares; *provided* that Counterparty makes no representation or warranty regarding any such requirement that is applicable generally to the ownership of equity securities by GS or any of its affiliates solely as a result of it or any of such affiliates being a financial institution or broker-dealer.

(x) To the knowledge of Counterparty based on due inquiry, the Issuer is not, and has not been at any time previously, an issuer described in Rule 144(i)(1) of the Securities Act, such as a special purpose acquisition company (SPAC) or blank-check company.

(y) [Counterparty shall:

(i) on or immediately after the Trade Date, instruct its registered agent to create and maintain a register of charges for the Counterparty (the "**Counterparty Register of Charges**") to the extent that this has not already been done in accordance with [applicable law];

(ii) on or immediately after the Trade Date, enter particulars as required by [applicable law] of the security interest created pursuant to the Pledge Agreement in the Counterparty Register of Charges and immediately after entry of such particulars has been made, and in any event within [no.] Local Business Days of the Trade Date, provide GS with a certified true copy of the updated Counterparty Register of Charges;

(iii) effect registration (or, if requested by GS, assist GS in effecting registration) of the Pledge Agreement with the [filing location] pursuant to [applicable law] by making the required filing (or, if requested by GS, assisting GS in making the required filings) in the approved form with the [filing location] and (if applicable) provide confirmation in writing to GS that such filing has been made within [no.] Local Business Days after the Trade Date; and

(iv) immediately on receipt, and in any event within [no.] days of the Trade Date, deliver or procure to be delivered to GS, the certificate of registration of charge issued by the [filing location] evidencing that the requirements of [applicable law] as to registration have been complied with and the filed stamped copy of the application containing the relevant particulars of the Pledge Agreement.

In this Section 6(y), the term [definition of applicable law].]

7. Legal Opinions. Counterparty shall, on or prior to the Trade Date, deliver, or cause to be delivered, to GS opinions of New York and US counsel to Counterparty [and an opinion of [jurisdiction] counsel to Counterparty], in each case, in form and substance reasonably satisfactory to GS in respect of the Transaction.

8. Counterparty Sales. Counterparty and its Associated Persons shall not, without the prior written consent of GS, directly or indirectly sell any Shares by means of a derivative instrument (regardless of settlement method), listed contracts on the Shares or securities that are convertible into, or exchangeable or exercisable for Shares during the term of the Transaction except (i) through GS (in GS's sole discretion), (ii) that Counterparty may utilize such instruments to transfer Shares among its affiliates and among entities and accounts managed by its affiliates, provided that such transferees shall thereafter be considered Associated Persons for purposes of this Section 8, and (iii) that this this sentence shall not apply to any account of Prelude Structured Alternatives Master Fund, LP that is not managed solely by the investment manager of Counterparty or an affiliate thereof. Counterparty and its Associated Persons shall not, without the prior written consent of GS, directly or indirectly sell any Shares except (i) through GS (in GS's sole discretion), (ii) that Counterparty may transfer shares among its affiliates and among entities and accounts managed by its affiliates (provided that such transferees shall thereafter be considered Associated Persons for purposes of this Section 8), and (iii) any sale of Shares by Prelude Structured Alternatives Master Fund, LP.

9. No Material Non-public Information. No Manipulation. Counterparty represents, warrants and covenants to GS that:

(a) Counterparty is entering into this Confirmation and the Transaction hereunder in good faith and not as part of a plan or scheme to evade the prohibitions of any insider trading, antifraud or anti-manipulation provisions of the U.S. federal or applicable securities laws of any state or country and that it has not entered into or altered and will not enter into or alter any hedging transaction or position with respect to the Shares in order to economically modify the terms of this Confirmation and the Transaction hereunder.

(b) Counterparty will not seek to control or influence GS's or its affiliates' decision to make any purchases or sales of Shares under the Transaction, including, without limitation, GS's decision to enter into any hedging transactions.

(c) Counterparty acknowledges and agrees that (x) any amendment, modification, waiver or termination of this Confirmation and/or the Transaction hereunder shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, (y) no such amendment, modification, waiver or termination shall be made at any time at which Counterparty or any officer, director, manager or similar person of Counterparty is aware of any material non-public information regarding the Issuer or the Shares and (z) if Counterparty is subject to the Issuer's Policy at the time of any such amendment, modification, waiver or termination, the Issuer shall have delivered to GS a confirmation substantially in the form of the Issuer's Confirmation with respect to such amendment, modification, waiver or termination.

10. Regulatory Disruption. In the event that GS concludes, in its sole but reasonable discretion, that it is appropriate with respect to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily and generally adopted by GS or its affiliates), for it to refrain from or decrease any market activity on any Scheduled Trading Day or Days during the Calculation Period, GS may elect to deem that a Market Disruption Event has occurred and will be continuing on such Scheduled Trading Day or Days (a "**Regulatory Disruption**"). For the avoidance of doubt, any failure by the Issuer to comply with the reporting requirements contained in Rule 144(c) shall constitute a Regulatory Disruption at the election of GS.

11. Extension of Valuation or Settlement. GS may postpone the Scheduled Valuation Date, the Valuation Date, the Final Settlement Date, the Cash Settlement Payment Date or any other date or period of valuation or payment by GS (in which event the Calculation Agent shall make appropriate adjustments to the terms of the Transaction), if GS determines, in its good faith and reasonable discretion, that such postponement is necessary to preserve GS's hedging or hedge unwind activity in connection with the Transaction in light of existing liquidity conditions in the relevant market or to enable GS to effect sales or purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures generally applicable to GS and its affiliates.

12. Additional Termination Event(s).

(a) Notwithstanding anything to the contrary in the Equity Definitions, if, as a result of an Extraordinary Event, the Transaction would be cancelled or terminated (whether in whole or in part) pursuant to Article 12 of the Equity Definitions, an Additional Termination Event (with the Transaction (or portions thereof) being the Affected Transaction(s) and Counterparty being the sole Affected Party) shall be deemed to occur, and, in lieu of Sections 12.7, 12.8 and 12.9 of the Equity Definitions, Section 6 of the Agreement shall apply to such Affected Transaction(s).

(b) It shall be an immediate Event of Default under the Agreement with respect to which Counterparty is the sole Defaulting Party if a Collateral Event of Default (as defined in the Pledge Agreement) shall have occurred.

13. [Reserved.]

14. Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement, this Confirmation or the Pledge Agreement, in no event shall GS be entitled to receive, or shall be deemed to receive, any Shares, exercise any right of rehypothecation or exercise remedies pursuant to the Pledge Agreement in respect of Shares constituting Collateral (as defined in the Pledge Agreement) in connection with the Transaction if, immediately upon giving effect to such receipt of such Shares or such exercise of remedies, (i) the Section 13 Percentage would be equal to or greater than 9.0% or (ii) the Share Amount would exceed the Applicable Share Limit (each of clause (i) and (ii), an "**Ownership Limitation**"). The "**Section 13 Percentage**" as of

any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that GS and any of its affiliates or any other person subject to aggregation with GS for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, or any "group" (within the meaning of Section 13 of the Exchange Act) of which GS is or may be deemed to be a part, beneficially owns (within the meaning of Section 13 of the Exchange Act), without duplication, on such day (or, to the extent that for any reason the equivalent calculation under Section 16 of the Exchange Act, if applicable, and the rules and regulations thereunder results in a higher number, such higher number) and (B) the denominator of which is the number of Shares outstanding on such day. The "**Share Amount**" as of any day is the number of Shares that GS and any person whose ownership position would be aggregated with that of GS (GS or any such person, a "**GS Person**") under any law, rule, regulation, regulatory order or organizational documents or contracts of Counterparty that are, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership under any Applicable Restriction, as determined by GS in its reasonable discretion. The "**Applicable Share Limit**" means a number of Shares equal to (1) the minimum number of Shares that could give rise to reporting or registration obligations, other than reporting obligations under Section 13 of the Exchange Act, or other requirements (including obtaining prior approval from any person or entity) of a GS Person, or could be reasonably expected to result in an adverse effect on a GS Person, under any Applicable Restriction, as determined by GS in its reasonable discretion, *minus* (2) 1% of the number of Shares outstanding. If any delivery owed to GS hereunder is not made or any remedies are not exercised, in whole or in part, as a result of an Ownership Limitation, GS's right to receive such delivery or to exercise such remedies shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, GS gives notice to Counterparty that such delivery would not result in any of such Ownership Limitations being breached, and GS shall be entitled to exercise such remedies immediately when such exercise would not result in any of such Ownership Limitations being breached. Notwithstanding anything in the Agreement, this Confirmation or the Pledge Agreement to the contrary, GS (or the affiliate designated by GS) shall not become the record or beneficial owner, or otherwise have any rights as a holder, of any Shares that GS (or such affiliate) is not entitled to receive or exercise remedies with respect to at any time pursuant to this Section, until such time as the limitations set forth in this Section no longer apply.

15. *Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events*. If (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to the Transaction or (b) the Transaction is cancelled or terminated upon the occurrence of an Extraordinary Event, and if Counterparty would owe any amount to GS determined pursuant to Section 6(c)(ii) of the Agreement (any such amount, the "**Due Amount**"), then GS may elect to substitute such amount or any portion thereof designated by GS (such amount subject to this Section 15, a "**Payment Obligation**") by the Share Termination Alternative, *provided* that the number of Share Termination Delivery Units constituting the Share Termination Delivery Property may in no event exceed the Number of Shares pledged to GS pursuant to the Pledge Agreement, and Counterparty shall in no event be required to deliver to GS any Shares in excess of the then-applicable Number of Shares that are subject to the Confirmation and that are pledged or rehypothecated under the Pledge Agreement (it being understood that in case GS elected to designate a Payment Obligation only in respect of a portion of the Due Amount, the remainder of the Due Amount shall be satisfied pursuant to Section 6(d)(ii) and 6(e) of the Agreement, as applicable).

Share Termination Alternative:	Counterparty shall deliver to GS the Share Termination Delivery Property on the date when the relevant Payment Obligation would otherwise be due pursuant to Section 6(d)(ii) and 6(e) of the Agreement (the "**Share Termination Payment Date**"), in satisfaction of such Payment Obligation.
Share Termination Delivery Property:	A number of Share Termination Delivery Units, as calculated by the Calculation Agent, equal to the Payment Obligation, divided by the Share Termination Unit Price. The Calculation Agent shall adjust the Share Termination Delivery Property by replacing any fractional portion of a security therein with an amount of cash equal to the value of such fractional security

	based on the values used to calculate the Share Termination Unit Price.
Share Termination Unit Price:	The value of property contained in one Share Termination Delivery Unit, as determined by the Calculation Agent by commercially reasonable means and notified by the Calculation Agent to Counterparty at the time of notification of the Payment Obligation.
Share Termination Delivery Unit:	One Share or, if the Shares have changed into cash or any other property or the right to receive cash or any other property as the result of a Nationalization, Insolvency or Merger Event (any such cash or other property, the "**Exchange Property**"), a unit consisting of the type and amount of such Exchange Property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency or Merger Event, as determined by the Calculation Agent.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9 and 9.11 of the Equity Definitions will be applicable, except that all references in such provisions to "Physically-settled" shall be read as references to "Share Termination Settled" and all references to "Shares" shall be read as references to "Share Termination Delivery Units". "Share Termination Settled" in relation to the Transaction means that the Share Termination Alternative is applicable to the Transaction.

16. Netting and Set-off.

(a) If, on any date, a number of securities would be deliverable, or cash would otherwise be payable, by one party (the "**first party**") to the other (the "**other party**") in respect of the Transaction, the Pledge Agreement and any other Credit Support Document relating to the Transaction (the "**Transaction Agreements**") and a number of securities of the same kind would be deliverable, or cash would otherwise be payable, by the other party to the first party in respect of the Transaction Agreements, then, on such date each party's obligations to deliver such number of securities, or to make such payment, will be automatically satisfied and discharged and, if the aggregate number of such securities, or the aggregate amount of cash, as the case may be, that would otherwise have been deliverable or payable by one party exceed the aggregate number of such securities or the aggregate amount of cash that would otherwise have been deliverable or payable, as applicable, by the other party, replaced by (x) an obligation upon the party by which the larger aggregate number of such securities would have been deliverable to deliver to the other party the excess of the larger aggregate number over the smaller aggregate number or (y) an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount, as applicable.

(b) Notwithstanding anything to the contrary above in Section 16(a), the parties agree that upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("**X**"), the other party ("**Y**") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X owed to Y (or any Affiliate of Y) (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (or any Affiliate of Y) owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and

regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this Section 16. Any amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained. Nothing in this Section 16 shall be effective to create a charge or other security interest. This Section 16 shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise). For purposes of this Section 16(b), Counterparty shall be deemed to have no Affiliates.

17. Acknowledgments.

(a) The parties hereto intend for:

(i) the Transaction to be a "securities contract" as defined in Section 741(7) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**"), a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code and a "forward contract" as defined in Section 101(25) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(17), 362(b)(27), 362(o), 546(e), 546(g), 546(j), 555, 556, 560 and 561 of the Bankruptcy Code;

(ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code;

(iii) a party's right to liquidate, terminate or accelerate the Transaction, net out or offset termination values or payment amounts, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of the Transaction to constitute a "contractual right" (as defined in the Bankruptcy Code); and

(iv) all payments for, under or in connection with the Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" (as defined in the Bankruptcy Code).

(b) Counterparty acknowledges that:

(i) during the term of the Transaction, GS and its affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to establish, adjust or unwind its hedge position with respect to the Transaction;

(ii) GS and its affiliates may also be active in the market for the Shares and derivatives linked to the Shares other than in connection with hedging activities in relation to the Transaction, including acting as agent or as principal and for its own account or on behalf of customers;

(iii) GS shall make its own determination as to whether, when or in what manner any hedging or market activities in Counterparty's securities shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the VWAP Price;

(iv) any market activities of GS and its affiliates with respect to the Shares may affect the market price and volatility of the Shares, as well as the VWAP Price, each in a manner that may be adverse to Counterparty; and

(v) the Transaction is a derivatives transaction; GS may purchase or sell Shares for its own account at an average price that may be greater than, or less than, the price paid by Counterparty under the terms of the Transaction.

(c) Counterparty:

(i) [is an "institutional account" as defined in Rule 4512(c) promulgated by the U.S. Financial Industry Regulatory Authority][is managed by an investment adviser that is registered as an investment adviser with the SEC under Section 203 of the Investment Advisors Act];

(ii) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, and will exercise independent judgment in evaluating the recommendations of GS or its associated persons, unless it has otherwise notified GS in writing.

(d) The parties intend for this Confirmation to constitute a "contract" as described in the letter dated December 14, 1999 submitted by Robert W. Reeder and Alan. L. Beller to Michael Hyatte of the staff of the SEC (the "**Staff**") to which the Staff responded in an interpretive letter dated December 20, 1999 and the letter dated November 30, 2011 submitted by Robert T. Plesnarski and Glen A. Rae to Thomas Kim of the Staff to which the Staff responded in an interpretive letter dated December 1, 2011 (collectively, the "**Interpretive Letters**"). Accordingly, Counterparty agrees that any Shares that it delivers to GS hereunder will not bear a restrictive legend and that such Shares will be deposited in, and the delivery thereof, shall be effected through the facilities of, the DTC. Counterparty believes in good faith, based on advice of its counsel, that the Transaction contemplated hereby and/or under the Pledge Agreement is consistent in all material respects with the Interpretive Letters.

18. Tax.

(a) Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act.

"Tax" as used in Section 18(d) below (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of the Agreement shall not include any U.S. federal withholding tax imposed or collected **pursuant** to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(b) [FIRPTA

"Tax" as used in Section 18(d) below (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of the Agreement shall not include any tax imposed under section 897 of the Code or any U.S. federal withholding tax imposed or collected pursuant to Section 1445 of the Code, or any current or future regulations or official interpretations of such Sections of the Code (a "FIRPTA Tax"). Counterparty shall indemnify GS Group for any liability resulting from a FIRPTA Tax (including any interest, penalties and additions thereto) assessed directly against GS Group.]

(c) 871(m) Protocol

GS is adherent to the 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015, as may be amended or modified from time to time (the "2015 Section 871(m) Protocol"). In the event that Counterparty is not an adherent to the 2015 Section 871(m) Protocol,

GS and Counterparty hereby agree that this Agreement shall be treated as a Covered Master Agreement (as that term is defined in the 2015 Section 871(m) Protocol) and this Agreement shall be deemed to have been amended in accordance with the modifications specified in the Attachment to the 2015 Section 871(m) Protocol.

(d) Payer Tax Representations

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of the Agreement or amounts payable hereunder that may be considered to be interest for United States federal income tax purposes) to be made by it to the other party under the Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) and/or Section 3(g) of the Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of the Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of the Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of the Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(e) Counterparty Tax Representations

Counterparty represents that [that it is a [form of entity organized under the laws of [jurisdiction] and is taxed as a partnership for U.S. federal income tax purposes] [(i) it is a corporation organized under the laws of [jurisdiction], (ii) it is a "foreign person" for purposes of section 1.6041-4(a)(4) of the United States Treasury Regulations, (iii) it is a "non-U.S. branch of a foreign person" for purposes of section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations and (iv) payments received by it hereunder are not effectively connected with its conduct of a trade or business in the United States].

(f) GS Tax Representations.

GS represents that it is a "U.S. person" (as that term is used in section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations), or a disregarded entity of such a U.S. person for U.S. federal income tax purposes.

(g) United States Internal Revenue Service Form

Counterparty will deliver a correct, complete and executed United States Internal Revenue Service Form W-[form] (with all parts fully completed), or any successor form, (i) on a date which is before the Trade Date, and every three years thereafter, (ii) promptly upon reasonable demand by GS, and (iii) promptly upon learning that any such form previously provided by Counterparty has become obsolete, incorrect, or ineffective.

GS will deliver a correct, complete and executed United States Internal Revenue Service Form W-[form], or any successor form, (i) on a date which is before the Trade Date, (ii) promptly upon reasonable demand by Counterparty, and (iii) promptly upon learning that any such form previously provided by GS has become obsolete, incorrect, or ineffective.

19. Indemnification. Counterparty agrees to indemnify and hold harmless GS, its affiliates and its assignees and their respective directors, officers, employees, agents and controlling persons (GS and each such person being an "**Indemnified Party**") from and against any and all losses, claims, damages and liabilities (or actions in respect thereof), joint or several, to which such Indemnified Party may become subject, under the Securities Act or the Exchange Act, relating to or arising out of the Transaction as a result of any material misstatements of Counterparty in, or any breach of covenants binding on Counterparty pursuant to, the Agreement, this

Confirmation and/or the Pledge Agreement. Counterparty will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense is found in a non-appealable judgment by a court of competent jurisdiction to have resulted from GS's breach of the Agreement, this Confirmation and/or the Pledge Agreement or willful misconduct, gross negligence or bad faith in performing the services that are subject of the Transaction. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold harmless any Indemnified Party, then Counterparty shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Party as a result of such loss, claim, damage or liability. In addition, Counterparty will reimburse any Indemnified Party for all expenses (including reasonable counsel fees and expenses) as they are incurred (after notice to Counterparty) in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Counterparty. Any such amounts shall be promptly returned to Counterparty if a court of competent jurisdiction in a final non-appealable judgement should determine that the relevant loss, claim, damage, liability or expense resulted from GS's breach of the Agreement, this Confirmation or the Pledge Agreement or GS' willful misconduct, gross negligence or bad faith in performing the services that are subject of the Transaction. The provisions of this Section 19 shall survive the completion of the Transaction and any assignment and/or delegation of the Transaction made pursuant to the Agreement or this Confirmation shall inure to the benefit of any permitted assignee of GS.

20. Amendments to Equity Definitions.

(i) Section 11.2(a) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "a material economic effect on the relevant Transaction";

(ii) The first sentence of Section 11.2(c) of the Equity Definitions, prior to clause (A) thereof, is hereby amended to read as follows: '(c) If "Calculation Agent Adjustment" is specified as the Method of Adjustment in the related Confirmation of a Share Option Transaction or Share Forward Transaction, then following the announcement or occurrence of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a material economic effect on the Transaction and, if so, will (i) make appropriate adjustment(s), if any, to any one or more of:' and the portion of such sentence immediately preceding clause (ii) thereof is hereby amended by deleting the words "diluting or concentrative" and the words "(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)" and replacing such latter phrase with the words "(and, for the avoidance of doubt, adjustments may be made to account solely for changes in volatility, stock loan rate, liquidity relative to the relevant Shares and any taxes that may be imposed in connection with the Transaction (including any withholding or transfer taxes)";

(iii) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words "diluting or concentrative effect on the theoretical value of the relevant Shares" and replacing them with the words "material economic effect on the relevant Transaction";

(iv) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (1) deleting from the fourth line thereof the word "or" after the word "official" and inserting a comma therefor, and (2) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor "or (C) at GS's option, the occurrence of any of the events specified in Section 5(a)(vii) (1) through (9) of the ISDA Master Agreement with respect to that issuer";

(v) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by (A) deleting (I) subsection (A) in its entirety, (II) the phrase "or (B)" following subsection (A) and (III) the phrase "in each case" in subsection (B); and (B) replacing the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares" with the phrase "such Lending Party does not lend Shares" in the penultimate sentence; and

(vi) Section 12.9(b)(v) of the Equity Definitions is hereby amended by deleting clause (X) and the words "or (Y)" in the final sentence.

21. Non-Confidentiality. The parties hereby agree that (i) effective from the date of commencement of discussions concerning any Transaction hereunder, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of such Transaction and all materials of any kind, including opinions or other tax analyses, provided by GS and its affiliates to Counterparty relating to such tax treatment and tax structure; *provided* that the foregoing does not constitute an authorization to disclose the identity of GS or its affiliates, agents or advisers, or, except to the extent relating to such tax structure or tax treatment, any specific pricing terms or commercial or financial information, and (ii) GS does not assert any claim of proprietary ownership in respect of any description contained herein or therein relating to the use of any entities, plans or arrangements to give rise to a particular United States federal income tax treatment for Counterparty.

22. Third Party Rights. This Confirmation is not intended and shall not be construed to create any rights in any person other than Counterparty, GS and their respective successors and assigns and no other person shall assert any rights as third-party beneficiary hereunder. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. All the covenants and agreements herein contained by or on behalf of Counterparty and GS shall bind, and inure to the benefit of, their respective successors and assigns whether so expressed or not.

23. Waiver of Rights. Any provision of this Confirmation may be waived if, and only if, such waiver is in writing and signed by the party against whom the waiver is to be effective.

24. Governing Law. The Agreement, this Confirmation and any non-contractual obligations arising out of or connected with it, shall be governed by, and constructed in accordance with, the laws of the State of New York.

25. Offices.

(a) The Office of GS for the Transaction is: As set forth on the cover of this Confirmation.

(b) The Office of Counterparty for the Transaction is: Inapplicable. Counterparty is not a Multibranch Party.

26. **Exclusive Jurisdiction; Waiver of Jury Trial.**

THE PARTIES HERETO IRREVOCABLY UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING TO THE TRANSACTION, THE AGREEMENT, THIS CONFIRMATION AND THE PLEDGE AGREEMENT AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION, THE AGREEMENT, THIS CONFIRMATION AND THE PLEDGE AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

27. Counterparts. This Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Confirmation by signing and delivering one or more counterparts. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act,

the Electronic Signatures and Records Act or other applicable law, e.g., DocuSign and AdobeSign (any such signature, an "***Electronic Signature***")) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The words "execution," "signed," "signature" and words of like import in this Confirmation or in any other certificate, agreement or document related to this Confirmation shall include any Electronic Signature, except to the extent electronic notices are expressly prohibited under this Confirmation or the Agreement.

28. QFC Stay Provisions.

(i) (A) In the event that GS becomes subject to a proceeding under (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (ii) Title II of Dodd-Frank and the regulations promulgated thereunder (a "**U.S. Special Resolution Regime**") the transfer from GS of this Confirmation, and any interest and obligation in or under, and any property securing, this Confirmation, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Confirmation, and any interest and obligation in or under, and any property securing, this Confirmation were governed by the laws of the United States or a state of the United States. (B) In the event that GS or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable ("**Default Right**")) under this Confirmation that may be exercised against GS are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Confirmation were governed by the laws of the United States or a state of the United States.

(ii) Notwithstanding anything to the contrary in this Confirmation, the parties expressly acknowledge and agree that: (A) Counterparty shall not be permitted to exercise any Default Right with respect to this Confirmation or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of GS becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an "**Insolvency Proceeding**"), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and (B) nothing in this Confirmation shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of GS becoming subject to an Insolvency Proceeding, unless the transfer would result in Counterparty being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to the Counterparty. After an Affiliate has become subject to an Insolvency Proceeding, if Counterparty seeks to exercise any Default Right, Counterparty shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted under this Confirmation.

(iii) If Counterparty has previously adhered to, or subsequently adheres to, the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the "**ISDA U.S. Protocol**"), the terms of such protocol shall be incorporated into and form a part of this Confirmation and the terms of the ISDA U.S. Protocol shall supersede and replace the terms of this Section 28. For purposes of incorporating the ISDA U.S. Protocol, GS shall be deemed to be a Regulated Entity, Counterparty shall be deemed to be an Adhering Party, and this Confirmation shall be deemed to be a Protocol Covered Agreement. Capitalized terms used but not defined in this clause (iii) shall have the meanings given to them in the ISDA U.S. Protocol.

(iv) GS and Counterparty agree that to the extent there are any outstanding "in-scope QFCs," as defined in 12 C.F.R. § 252.82(d), that are not excluded under 12 C.F.R. § 252.88, between GS and Counterparty that do not otherwise comply with the requirements of 12 C.F.R. § 252.2, 252.81–8 (each such agreement, a "**Preexisting In-Scope Agreement**"), then each such Preexisting In-Scope Agreement is hereby amended to include the foregoing provisions in this Section 28, with references to "this Confirmation" being understood to be references to the applicable Preexisting In-Scope Agreement.

For purposes of this Section 28:

"**Affiliate**" is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"**Confirmation**" means this Confirmation together with the Pledge Agreement and any other Credit Support Document.

"**Credit Enhancement**" means any credit enhancement or credit support arrangement in support of the obligations of GS under or with respect to this Confirmation, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

29. GSFM. GS is not a member of the Securities Investor Protection Corporation, and the protections of the Securities Investor Protection Act of 1970 (15 U.S.C. 78aaa through 78lll) will not apply to the Transaction or collateral posted by Counterparty to GS. As a consequence, in the bankruptcy of GS, Counterparty will be treated as an unsecured creditor of GS with respect to any obligations of GS, including GS's obligation to return collateral posted by it to GS, unless the parties otherwise agree to segregate such collateral. Unless otherwise noted, GS has acted as principal in respect of this Transaction. The time and venue of execution of this Transaction is available upon request. GS may make or receive payments to/from a third party in connection with this Transaction, the details of which are available upon request.

30. Designation by GS. Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing GS to sell or deliver any Shares or other securities to Counterparty, GS may designate any of its affiliates to sell or deliver such shares or other securities and otherwise to perform GS's obligations in respect of the Transaction hereunder and any such designee may assume such obligations. GS shall remain fully liable for satisfying its obligations under this Confirmation and the Agreement until its obligations have been fully, finally and indefeasibly discharged by any such performance by an affiliate.

[*Signature page follows*.]

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by GS) correctly sets forth the terms of the agreement between GS and Counterparty with respect to this Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy GS.

Yours faithfully,

GOLDMAN SACHS FINANCIAL MARKETS, L.P.

By: _____
Name:
Title:

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by GS) correctly sets forth the terms of the agreement between GS and Counterparty with respect to this Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy GS.

Agreed and Accepted By:

[Counterparty]

By: _____

PLEDGE AGREEMENT

VARIABLE PRICE FORWARD SALE TRANSACTION

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THIS PLEDGE AGREEMENT (this "**Agreement**") is made as of the date stated on the last page hereof between the counterparty named on the last page hereof ("**Pledgor**") and Goldman Sachs Financial Markets, L.P. (in its capacity as counterparty and secured party, "**Secured Party**") and Goldman Sachs Financial Markets, L.P. (in its capacity as custodian, "**Custodian**").

WHEREAS, pursuant to the Variable Price Forward Sale Transaction Confirmation dated as of the date hereof between Pledgor and Secured Party (as amended and/or supplemented from time to time, the "**Confirmation**" and, together with the Agreement (as defined therein), the "**Transaction Agreement**"), Pledgor and Secured Party have entered into the Transaction described in the Transaction Agreement;

WHEREAS, it is a condition to the effectiveness of the Confirmation that Pledgor and Secured Party enter into this Agreement and that Pledgor grant the pledge provided for herein;

NOW, THEREFORE, in consideration of their mutual covenants contained herein and to secure the performance by Pledgor of its obligations under the Transaction Agreement and the observance and performance of the covenants and agreements contained herein and in the Transaction Agreement, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

Section 1. *Definitions.* Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Transaction Agreement (as the context requires). As used herein, the following words and phrases shall have the following meanings:

"**Additions and Substitutions**" has the meaning provided in Section 2(a).

"**Authorized Officer**" of Pledgor means, if Pledgor is not a natural person, any officer, trustee, general partner, manager or similar Person (or any officer thereof) as to whom Pledgor shall have delivered notice to Secured Party that such officer, trustee, general partner, manager or similar Person (or officer thereof) is authorized to act hereunder on behalf of Pledgor. Pledgor hereby notifies Secured Party of the Authorized Officers of Pledgor listed in Schedule III.

"**Collateral**" has the meaning provided in Section 2(a).

"**Collateral Account**" has the meaning provided in Section 5(c).

"**Collateral Event of Default**" means, at any time, the occurrence of either of the following: (i) failure of the Collateral to include, as Eligible Collateral, at least the Maximum Deliverable Number of Shares or (ii) failure at any time of the Security Interests to constitute valid and perfected security interests in all of the Collateral subject to no prior or equal Lien (other than Permitted Liens), and, with respect to any Collateral consisting of securities or security entitlements (each as defined in Section 8-102 of the UCC), as to which Secured Party has Control, or, in each case, assertion of such by Pledgor in writing; *provided* that a Collateral Event of Default shall not be deemed to have occurred if any such failure described in clause (i) or (ii) above results solely from a Rehypothecation or resulting solely from any action taken by the Secured Party in respect of the Collateral after the transfer of Collateral to the Collateral Account.

"**Control**" means "control" as defined in Section 8-106 and Section 9-106 of the UCC.

"**Default Event**" means (i) any Event of Default with respect to Pledgor, (ii) any Termination Event with respect to which Pledgor is the Affected Party or an Affected Party or (iii) an Extraordinary Event that results in an obligation of Pledgor to pay an amount as a result of the application of Section 12(a) of the Confirmation, and "**Potential Event**" means an event, which has occurred and is continuing and which, with the passage of time, the giving of notice or both would result in any event set forth in clause (i) or (ii) above. For the avoidance of doubt, a Default Event does not include the failure of Pledgor to deliver Shares to Secured Party on the Final Settlement Date (as defined in the Confirmation) to the extent that the Pledgor's obligation pursuant to the "Share Delivery" provisions of the Confirmation is satisfied as a result of the operation of Section 2(d) hereof.

"**Dividend Proceeds**" has the meaning provided in Section 6(a).

"**Eligible Collateral**" means Shares or other Collateral acceptable to Secured Party in its sole discretion, provided that Pledgor has good and marketable title thereto, free of all Liens (other than the Security Interests and Permitted Liens) and Transfer Restrictions (other than any Existing Transfer Restrictions) and that Secured Party has a valid, first priority perfected security interest therein, a first lien thereon and Control with respect thereto (except with respect to Rehypothecated Collateral Shares solely as a result of such Rehypothecation or resulting solely from any action taken by the Secured Party in respect of the Collateral after the transfer of Collateral to the Collateral Account), and provided further that to the extent the number of Shares pledged hereunder exceeds at any time the Maximum Deliverable Number thereof, such excess shares shall not be Eligible Collateral.

"**Existing Transfer Restrictions**" means, with respect to any Shares or other securities, the Transfer Restrictions existing due to such Shares or other securities being held by an "affiliate" (within the meaning of Rule 144 under the Securities Act) of the Issuer or "restricted securities" (within the meaning of Rule 144 under the Securities Act) of the applicable Issuer with a holding period for purposes of Rule 144(d) that commenced or is deemed to commence at least one year prior to the date hereof, but only to the extent Secured Party (or its affiliate or another financial institution on Secured Party's behalf), as identified in Counterparty's Form 144, has not completed its sale of a number of Shares equal to the Maximum Deliverable Number in accordance with the Interpretive Letters (as defined in the Confirmation).

"**Lien**" means any lien, mortgage, security interest, pledge, charge or encumbrance of any kind. For the avoidance of doubt, Transfer Restrictions shall not be considered to be Liens.

"**Location**" means, with respect to any party, the place such party is located within the meaning of Section 9-307 of the UCC.

"**Maximum Deliverable Number**" means, on any date, a number of Shares or security entitlements in respect thereof equal to the "Number of Shares" (as defined in the Confirmation) with respect to which settlement under the Confirmation has not been fully made.

"**Permitted Liens**" means (a) Liens imposed by law for taxes that are not yet due and (b) Liens routinely imposed on all securities by the Clearance System.

"**Person**" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Pledged Items**" means, as of any date, any and all securities (or security entitlements in respect thereof) and instruments, cash or other assets delivered by Pledgor or otherwise received by or on behalf of Secured Party (including by the Custodian) to be held by or on behalf of Secured Party under this Agreement as Collateral, including those securities and securities entitlements held in the Collateral Account.

"**Rehypothecate**" or "**Rehypothecation**", has the meaning set forth in Section 2(f).

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Security Interests**" means the security interests in the Collateral created hereby.

"**Transaction Termination Date**" means, in respect of the Transaction, (x) the Final Settlement Date or (y) any date on which, following the occurrence of a Default Event, an amount has become payable pursuant to the Transaction Agreement and

has been paid by Pledgor or a number of Shares has become deliverable by Pledgor.

"**Transfer Restrictions**" means, with respect to any property (including, in the case of securities, security entitlements in respect thereof), any condition to or restriction on the ability of the holder thereof to sell, assign or otherwise transfer such property or item of collateral or to enforce the provisions thereof or of any document related thereto whether set forth in such item of collateral itself or in any document related thereto, including, without limitation, (i) any requirement that any sale, assignment or transfer or enforcement of such property or item of collateral be consented to or approved by any person, including, without limitation, the issuer thereof or any other obligor thereon, (ii) any limitations on the type or status, financial or otherwise, of any purchaser, pledgee, assignee or transferee of such property or item of collateral, (iii) any requirement of the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document of any person to the issuer of, any other obligor on or any registrar or transfer agent for, such property or item of collateral, prior to the sale, pledge, assignment or other transfer or enforcement of such property or item of collateral, (iv) any registration or qualification requirement or prospectus delivery requirement for such property or item of collateral pursuant to any federal, state or foreign securities law (including, without limitation, any such requirement arising under the Securities Act) and (v) any legend or other notification appearing on any certificate representing such property to the effect that any such condition or restriction exists; except that the required delivery of any assignment, instruction or entitlement order from Pledgor or any pledgor, assignor or transferor of such property or item of collateral, together with any evidence of the corporate or other authority of such Person, shall not constitute such a condition or restriction.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 2. *The Security Interests.* In order to secure the full and punctual observance and performance of the covenants and agreements contained herein and in the Transaction Agreement:

(a) Pledgor hereby assigns and pledges to Secured Party, and grants to Secured Party, security interests in and to, and a lien upon and right of set-off against, and transfers to Secured Party, as and by way of a security interest having priority over all other security interests, with power of sale, all of its right, title and interest in and to (i) the Pledged Items described in paragraph (b); (ii) all additions to and substitutions for such Pledged Items (including, without limitation, any securities, instruments or other property delivered or pledged pursuant to Section 4(a) or 5(b)) (such additions and substitutions, the "**Additions and Substitutions**"); (iii) subject to Section 6 hereof, all income, proceeds and collections received or to be received, or derived or to be derived, now or any time hereafter (whether before or after the commencement of any proceeding under applicable bankruptcy, insolvency or similar law, by or against Pledgor, with respect to Pledgor) from or in connection with the Pledged Items or the Additions and Substitutions (including, without limitation, any shares of capital stock issued by the Issuer in respect of any Shares constituting Collateral or any cash, securities or other property distributed in respect of or exchanged for any Shares constituting Collateral, or into which any such Shares are converted, in connection with any Merger Event or otherwise); (iv) the Collateral Account and all securities and other financial assets (each as defined in Section 8-102 of the UCC), including the Pledged Items and the Additions and Substitutions, and other funds, property or assets from time to time held therein or credited thereto; (v) all powers and rights now owned or hereafter acquired under or with respect to the Pledged Items or the Additions and Substitutions, and any security entitlements in respect of any of the foregoing; and (vi) all of Pledgor's rights, title and interest in and to the Transaction Agreement and this Agreement, whether now existing or hereafter arising (such Pledged Items, Additions and Substitutions, proceeds, collections, powers, rights, Collateral Account, assets held therein or credited thereto, security entitlements, title and interest being herein collectively called the "**Collateral**"). Secured Party shall have all of the rights, remedies and recourses with respect to the Collateral afforded a secured party by the UCC, in addition to, and not in limitation of, the other rights, remedies and recourses afforded to Secured Party by this Agreement.

(b) Prior to 16:00 (New York City time) on the Trade Date, Pledgor shall deliver to the Collateral Account in the manner described in Section 5(c) in pledge hereunder Eligible Collateral consisting of a number of Shares equal to the Maximum Deliverable Number on such Trade Date (the "**Collateral Shares**"); *provided* that Pledgor shall deliver the Collateral Shares to Secured Party in book-entry form (which Collateral Shares shall be registered in the name of a nominee of The Depository Trust Company ("**DTC**"), maintained in the form of book entries on the books of DTC and allowed to be settled through DTC's regular book-entry settlement services) without any restrictive legend by the crediting of such Collateral Shares, accompanied by any required transfer tax stamps.

(c) In the event that the Issuer at any time issues to Pledgor in respect of any Shares constituting Collateral hereunder any additional or substitute shares of capital stock of any class (or any security entitlements in respect thereof), Pledgor shall immediately pledge and deliver to Secured Party in accordance with Section 5(c) all such shares and security entitlements as additional Collateral hereunder.

(d) The Security Interests are granted as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation or liability of Pledgor or the Issuer with respect to any of the Collateral or any transaction in connection with the Transaction Agreement (except as expressly provided herein); *provided* that, subject to Section 16 of the Confirmation and Section 8 of this Agreement, Secured Party shall be obligated to return any and all Rehypothecated Collateral Shares to the Collateral Account prior to 12:00 p.m. noon New York City time on the Transaction Termination Date, by delivering to the Collateral Account securities of the same class and issue as such Rehypothecated Collateral Shares; *further provided* that Counterparty's obligation to deliver the Purchased Shares on the Final Settlement Date pursuant to the provisions set forth opposite the caption "Share Delivery" in the Confirmation shall be netted and set-off using the provisions of Section 16 of the Confirmation and Section 8 of this Agreement against Secured Party's obligation to return such Rehypothecated Collateral Shares on the Final Settlement Date (to the extent of the number of such Rehypothecated Collateral Shares), and Secured Party shall be obligated to return the Rehypothecated Collateral Shares to the Collateral Account only to the extent that the number of the Rehypothecated Collateral Shares exceeds the Number of Shares on the Final Settlement Date (subject to Section 16 of the Confirmation and Section 8 of this Agreement).

(e) The parties hereto expressly agree that all rights, assets and property at any time held in or credited to the Collateral Account or otherwise held as or constituting Collateral hereunder shall be treated as financial assets (as defined in Section 8-102 of the UCC).

(f) Pledgor acknowledges and agrees that Secured Party shall have the right to sell, pledge, borrow, lend, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business ("**Rehypothecate**" or "**Rehypothecation**") the Collateral Shares; *provided* that Pledgor may revoke such Rehypothecation right by written notice (a "**Return Request**") to Secured Party with respect to all or any portion of the Rehypothecated Collateral Shares, which Return Request shall specify the number of the Rehypothecated Collateral Shares to be returned. Any Return Request received by Secured Party after 4:00 p.m. New York time on an Exchange Business Day shall be deemed to have been received on the immediately following Exchange Business Day. Secured Party shall return such number of Rehypothecated Collateral Shares subject to the Return Request to the Collateral Account within five (5) Exchange Business Days of receiving the Return Request. Secured Party shall satisfy any obligation it may have to return any Rehypothecated Collateral Shares to Pledgor by delivering securities of the same class and issue as such Rehypothecated Collateral Shares. Pledgor acknowledges that any Return Request could lead to an Additional Disruption Event under the Transaction Agreement, which may result in an adjustment to the terms of, or termination of, the Transaction pursuant to Article 12 of the Equity Definitions; *provided further*, that nothing in this clause shall limit Secured Party's remedies hereunder following a Default Event. Secured Party shall notify Pledgor each time that any Collateral Shares are Rehypothecated. Such notice may be provided through an email alert to Statements@greenlightcapital.com and access to an account statement that shows details of any Rehypothecation, including Collateral Shares that continue to be Rehypothecated.

(g) The parties hereto agree that at all times prior to the sale of any Collateral pursuant to an exercise of remedies hereunder, Pledgor shall be treated as the owner of the Collateral for U.S. Federal and state tax purposes.

(h) Secured Party hereby notifies Pledgor that (a) Secured Party is acting as principal, (b) Secured Party is not a member of the Securities Investor Protection Corporation and (c)(1) with respect to any Rehypothecated Collateral, in the event of Secured Party's failure to return such Rehypothecated Collateral Shares, Pledgor will likely be considered an unsecured creditor of Secured Party, (2) the Securities Investor Protection Act of 1970 (15 U.S.C. 78aaa through 78lll) does not protect Pledgor with respect to the return of such Rehypothecated Collateral Shares and (3) any Rehypothecated Collateral Shares so delivered will not be subject to the requirements of and customer protections afforded by the Securities and Exchange Commission customer protection rules and Rules 8c-1, 15c2-1, 15c3-2 and 15c3-3 under the Exchange Act.

Section 3. *Representations and Warranties of Pledgor.* Pledgor hereby represents and warrants to Secured Party that:

(a) (i) All Collateral Shares were acquired (as such term is used in Rule 144 under the Securities Act) or deemed to be acquired for purposes of Rule 144 by Pledgor from the Issuer or an affiliate thereof, for which Pledgor made or is deemed to have made payment of the full purchase price therefor, within the meaning of Rule 144(d)(1)(iii) under the Securities Act, and on which Pledgor took full risk of economic loss or was deemed to take such risk, at least one year prior to the date hereof and the "holding period" of Pledgor for such Collateral Shares, determined in accordance with Rule 144 under the Securities Act, commenced or is deemed to have commenced at least one year prior to the date hereof. Pledgor owns and, at all times prior to the release of the Collateral pursuant to the terms of this Agreement (subject to any Rehypothecation pursuant to this Agreement), will own such Collateral free and clear of any Liens (other than the Security Interests and the Permitted Liens) or Transfer Restrictions (other than any Existing Transfer Restrictions), (ii) Pledgor is not and will not become a party to or otherwise bound by any agreement, other than this Agreement and the Transaction Agreement, that (x) restricts in any manner the rights of any present or future owner of Collateral with respect thereto or (y) provides any person other than Pledgor, Secured Party or any securities intermediary through which any Collateral is held (but, in the case of any such securities intermediary, only in respect of Collateral held through it) with Control with respect to any such Collateral; and (iii) Pledgor will not take any action that could in any way limit or adversely affect the ability of Secured Party to realize upon its rights in the Collateral.

(b) Other than financing statements listed in Schedule I or other similar or equivalent documents or instruments with respect to the Security Interests [listed in Schedule II], no financing statement, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a lien, security interest or other encumbrance of any kind on such Collateral.

(c) All Shares at any time pledged hereunder (or in respect of which security entitlements are pledged hereunder) are and will be issued by an issuer organized under the laws of the United States, any State thereof or the District of Columbia and (i) certificated (and the certificate or certificates in respect of such Shares are and will be located in the United States) and registered in the name of Pledgor or held through a securities intermediary whose securities intermediary's jurisdiction (within the meaning of Section 8-110(e) of the UCC) is located in the United States or (ii) uncertificated and either registered in the name of Pledgor or held through a securities intermediary whose securities intermediary's jurisdiction (within the meaning of Section 8-110(e) of the UCC) is located in the United States; *provided* that this representation shall not be deemed to be breached if, at any time, any such Collateral is issued by an issuer that is not organized under the laws of the United States, any State thereof or the District of Columbia, and the parties hereto agree to procedures or amendments hereto necessary to enable Secured Party to maintain a valid and continuously perfected security interest in such Collateral, in respect of which Secured Party will have Control, subject to no prior Lien (other than Permitted Liens). The parties hereto agree to negotiate in good faith any such procedures or amendments.

(d) Upon (i) in the case of Collateral consisting of investment property (as defined in Section 9-102(a)(49) of the UCC), (A) the delivery of certificates evidencing any such investment property consisting of Shares to Secured Party in accordance with Section 5(c)(A), (B) the registration of uncertificated Shares in the name of Secured Party or its nominee in accordance with Section 5(c)(B), or (C) the crediting of any securities or other financial assets underlying any such investment property consisting of security entitlements to a securities account of Custodian in accordance with Section 5(c)(C), and in

each case, the crediting of such securities or financial assets to the Collateral Account or (ii) in the case of Collateral not consisting of investment property, the filing of UCC-1 financing statements in the appropriate filing offices of the appropriate jurisdictions, in each case Secured Party will have a valid and perfected security interest in such Collateral or a security entitlement in respect thereof, in respect of which Secured Party will have (in the case of Collateral consisting of investment property) Control, subject to no prior Lien (other than Permitted Liens).

(e) No registration, recordation or filing with any governmental body, agency or official is required in connection with the execution and delivery of this Agreement or the Transaction Agreement or necessary for the validity or enforceability hereof or thereof or for the perfection or enforcement of the Security Interests.

(f) Pledgor has not knowingly performed and will not knowingly perform any acts intended to, or that might reasonably be expected to, prevent Secured Party from enforcing any of the terms of this Agreement or that are intended to, or that might reasonably be expected to, limit Secured Party in any such enforcement.

(g) The Location of Pledgor is the address set forth in Section 9(d), and under the Uniform Commercial Code or other applicable law as in effect in such Location, no local filing is required to perfect a security interest in collateral consisting of general intangibles. Pledgor's full legal name, as set forth in its organizational documents if an entity, or as set forth in Pledgor's driver's license if a natural person, is as typed on the signature pages hereof.

Section 4. *Certain Covenants of Pledgor.* Pledgor agrees that, so long as any of its obligations under the Transaction Agreement remain outstanding:

(a) Pledgor shall ensure at all times that a Collateral Event of Default shall not occur, and shall pledge additional Collateral in the manner described in Sections 5(b) and 5(c) as necessary to cause such requirement to be met.

(b) Pledgor shall, at the expense of Pledgor and in such manner and form as Secured Party may require, give, execute, deliver, file and record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable in order (i) to create, preserve, perfect, substantiate or validate any security interest granted pursuant hereto, (ii) to create or maintain Control with respect to any such security interests in any investment property (as defined in Section 9-102(a)(49) of the UCC) or (iii) to enable Secured Party to exercise and enforce its rights hereunder with respect to such security interest, including, without limitation, executing and delivering or causing the execution and delivery of a control agreement with respect to the Collateral Account and/or, to the extent that any Collateral (other than cash or cash equivalents) is not held through DTC or another clearing corporation (as defined in the UCC), causing any or all of the Collateral to be transferred of record into the name of Secured Party or its nominee. To the extent permitted by applicable law, Pledgor hereby authorizes Secured Party to execute and file, in the name of Pledgor or otherwise, UCC financing or continuation statements (which may be carbon, photographic, photostatic or other reproductions of this Agreement or of a financing statement relating to this Agreement) containing a schedule in the form of Exhibit A hereto in the appropriate office against the Pledgor in the location listed on Schedule I hereto (naming Pledgor as the debtor and Secured Party as the secured party), to further perfect, or maintain the perfection of, the Security Interests.

(c) Pledgor shall warrant and defend its title to the Collateral (other than the Rehypothecated Collateral Shares during the time when they are Rehypothecated; *provided* that this exclusion shall not apply to any claims to the Rehypothecated Collateral Shares relating to Pledgor's ownership prior to the applicable Rehypothecation), subject to the rights of Secured Party, against the claims and demands of all persons. Secured Party may elect, but without an obligation to do so, to discharge any Lien of any third party on any of the Collateral.

(d) Pledgor agrees that it shall not change (1) its name or identity, and if Pledgor is not a natural person, its corporate or partnership structure in any manner or (2) its Location, unless in either case (A) it shall have given Secured Party not less than 30 days' prior notice thereof and (B) such change shall not cause any of the Security Interests to become unperfected, cause Secured Party to cease to have Control in respect of any of the Security Interests in any Collateral consisting of investment property (as defined in Section 9-102(a)(49) of the UCC) or subject any Collateral to any other Lien.

(e) Pledgor agrees that it shall not (1) create or permit to exist any Lien (other than the Security Interests) or any Transfer Restriction (other

than any Existing Transfer Restrictions) upon or with respect to the Collateral, (2) close the Collateral Account or sell or otherwise dispose of, or grant any option with respect to, any of the Collateral or (3) enter into or consent to any agreement pursuant to which any person other than the Pledgor, Secured Party and any securities intermediary through whom any of the Collateral is held (but in the case of any such securities intermediary only in respect of Collateral held through it) has or will have Control in respect of any Collateral.

Section 5. *Administration of the Collateral and Valuation of the Securities.*

(a) The Calculation Agent shall determine in good faith and a commercially reasonable manner on each Business Day whether a Collateral Event of Default shall have occurred.

(b) Pledgor may pledge additional Collateral that is, upon delivery to Secured Party, Eligible Collateral hereunder at any time. Concurrently with the delivery of any such additional Eligible Collateral, Pledgor shall deliver to Secured Party a certificate of an Authorized Officer of Pledgor substantially in form and substance satisfactory to Secured Party and dated the date of such delivery, (A) identifying the additional items of Eligible Collateral being pledged, (B) identifying the Confirmation, and (C) certifying that with respect to such items of additional Eligible Collateral the representations and warranties contained in paragraphs (a), (b), (c), (d) and (e) of Section 3 are true and correct with respect to such Eligible Collateral on and as of the date thereof. Pledgor hereby covenants and agrees to take all actions required under Section 5(c) and any other actions necessary to create for the benefit of Secured Party a valid, first priority, perfected security interest in, and a first lien upon, such additional Eligible Collateral, as to which Secured Party will have (in the case of Collateral consisting of investment property) Control.

(c) Any delivery of Shares as Collateral to Secured Party by Pledgor shall be effected (A) in the case of Collateral consisting of certificated Shares registered in the name of Pledgor, by delivery of certificates representing such Shares to Custodian, accompanied by any required transfer tax stamps, and in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank, with signatures appropriately guaranteed, all in form and substance satisfactory to the Custodian, and the crediting by the Custodian of such securities to a securities account (as defined in Section 8-501 of the UCC) (the "**Collateral Account**") of Pledgor maintained at the Custodian with account number [account no.], (B) in the case of Collateral consisting of uncertificated Shares registered in the name of Pledgor, by transmission by Pledgor of an instruction to the issuer of such Shares instructing such issuer to register such Shares in the name of the Custodian or its nominee, accompanied by any required transfer tax stamps, the issuer's compliance with such instructions and the crediting by the Custodian of such securities to the Collateral Account, (C) in the case of Shares in respect of which security entitlements are held by Pledgor through a securities intermediary (including, without limitation, Secured Party), by the crediting of such Shares, accompanied by any required transfer tax stamps, to a securities account of the Custodian at such securities intermediary or, at the option of Custodian at another securities intermediary satisfactory to the Custodian and the crediting by the Custodian of such securities to the Collateral Account or (D) in any case, by complying with such alternative delivery instructions as Secured Party shall provide to Pledgor in writing. Upon delivery of any such Pledged Item under this Agreement, Custodian shall examine such Pledged Item and any certificates delivered pursuant to Section 5(b) or otherwise pursuant to the terms hereof in connection therewith to determine that they comply as to form with the requirements for Eligible Collateral. Until all Secured Obligations are satisfied in full (other than contingent indemnification obligations for which a claim has not been made), the Custodian shall comply at all times with entitlement orders and other instructions originated by Secured Party concerning the Collateral Account without further consent by Pledgor or any other Person.

(d) If on any Business Day Secured Party determines in good faith and a commercially reasonable manner that a Collateral Event of Default shall have occurred, Secured Party shall promptly notify Pledgor of such determination by telephone call to an Authorized Officer of Pledgor followed by a written confirmation of such call.

(e) If on any Business Day Secured Party determines in good faith and a commercially reasonable manner that no Default Event or failure by Pledgor to meet any of its obligations under Sections 4 or 5 hereof has occurred and is continuing, Pledgor may obtain the release from the Security Interests of any Collateral upon delivery to Secured Party of a written notice from an Authorized Officer of Pledgor indicating the items of Collateral to be released so long as, after such release, no Collateral Event of Default

shall have occurred.

(f) [Reserved.]

(g) Secured Party may at any time or from time to time, in its sole discretion, cause any or all of the Shares pledged hereunder registered in the name of Pledgor or its nominee to be transferred of record into the name of Secured Party or its nominee. Pledgor shall promptly give to Secured Party copies of any notices or other communications received by Pledgor with respect to Shares pledged hereunder registered, or held through a securities intermediary, in the name of Pledgor or Pledgor's nominee and Secured Party shall promptly give to Pledgor copies of any notices and communications received by Secured Party with respect to Shares pledged hereunder registered, or held through a securities intermediary, in the name of Secured Party or its nominee.

(h) Pledgor agrees that Pledgor shall forthwith upon demand pay to Secured Party:

(i) the amount of any taxes that Secured Party may have been required to pay by reason of the Security Interests or to free any of the Collateral from any Lien thereon, and

(ii) the amount of any and all out-of-pocket expenses, including the reasonable fees and disbursements of counsel and of any other experts, that Secured Party may incur in connection with (A) the enforcement of this Agreement, including such expenses as are incurred to preserve the value of the Collateral and the validity, perfection, rank and value of the Security Interests, (B) the collection, sale or other disposition of any of the Collateral, (C) the exercise by Secured Party of any of the rights conferred upon it hereunder or (D) any Default Event.

Any such amount not paid on demand shall bear interest (computed on the basis of a year of 360 days and payable for the actual number of days elapsed) at a rate per annum equal to 1% plus the prime rate as published in *The Wall Street Journal*, Eastern Edition in effect from time to time during the period from the date hereof to the date of the termination of this Agreement.

(i) If by 12:00 noon, New York City time on the Final Settlement Date Pledgor has not otherwise effected delivery of the Number of Shares pursuant to the provisions set forth opposite the caption "Share Delivery" in the Confirmation and the Collateral then held under this Agreement by or on behalf of Secured Party includes (or would include in the absence of the Rehypothecation) a number of Shares with respect to which the Representation and Agreement set forth in Section 9.11 of the Equity Definitions is (or would be) true and satisfied (or, at the absolute discretion of Secured Party, with respect to which such Representation and Agreement is not true or satisfied), at least equal to the excess of the Number of Shares over the number of Shares (if any) actually delivered by Pledgor pursuant to "Share Delivery" provisions of the Confirmation as of such time (such excess, the "**Deficit Shares**"), then the delivery required by the provisions set forth opposite the caption "Share Delivery" in the Confirmation shall be effected, in whole or in part, as the case may be, by (i) delivery from the Collateral Account to Secured Party or at its direction of a number of Shares equal to the Deficit Shares, in which case Secured Party (or its designee) shall hold such Collateral Shares absolutely free from any claim or right of any kind and, to the extent permitted by law, Pledgor hereby waives all right of redemption, stay or appraisal with respect thereto and/or (ii) if the Collateral has been Rehypothecated, by netting and setting off Secured Party's obligation to return such number of Rehypothecated Collateral Shares to Pledgor against Pledgor's delivery obligation in respect of such number of Shares pursuant to Section 2(d) of this Agreement, in which case Pledgor shall have no further claim with respect to such Rehypothecated Collateral Shares subject to the netting and set-off under this Agreement, the Transaction Agreement or otherwise.

(j) Secured Party is entitled to withhold any and all present or future taxes, levies, imposts, duties, charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any government or other taxing authority in respect thereof ("***Taxes***") required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, on payments to, or proceeds and payments realized from, the Collateral, in each case calculated at the rate no less than that which would apply if the Collateral were held directly by Pledgor. Pledgor shall promptly pay when due all Taxes that are imposed with respect to the Collateral, or Taxes that are imposed on income or distributions in respect of the Collateral, including upon the Rehypothecation of the Collateral, and within three Business Days of

demand, indemnify Secured Party (including, for the purposes of this paragraph (j), any of its affiliates) against, all Taxes that Secured Party may be required to pay with respect to the Collateral by reason of the security interest granted herein or otherwise payable in respect of this Agreement (including but not limited to any Taxes with respect to (w) any Taxes imposed under Section 897 or Section 1445 of the Code, (x) income earned or distribution with respect to the Collateral, (y) any proceeds or income from the sale, loan, exchange or other transfer of any Collateral or to free any Collateral from any Lien thereon or (z) payments of dividends, interest or other distributions into the Collateral Account under the pledge and Rehypothecation (including Taxes under Section 871(m) of the Code or other similar provision)). This obligation shall apply equally to any Taxes in respect of income recognized by Pledgor in relation to a Rehypothecation of Shares. Any such Taxes shall not be an "Indemnifiable Tax" for purposes of Section 14 of the Agreement. Accordingly, for the avoidance of doubt, any proceeds or other amounts paid or credited to Pledgor in respect of the Collateral (including any Rehypothecated Collateral) shall be net of any applicable withholding Taxes. Pledgor shall deliver to the Secured Party such complete, correct, and valid applicable IRS Forms W-9 or W-8 (with all parts completed and with all applicable attachments, as the case may be). Pledgor agrees to promptly deliver to Secured Party copies of any notices and other communications received by it in respect of the Collateral Shares. Notwithstanding anything to the contrary elsewhere in the Transaction Agreement or herein (but, for the avoidance of doubt, without impairment to Secured Party's ability to make adjustments or receive any amounts owed to it under the Transaction Agreement with respect to any distributions on a gross basis), all payments and all deliveries of Collateral, or income or distributions in respect of Collateral or otherwise paid into the Collateral Account, pursuant to this Agreement or the Transaction Agreement shall be made and the value of any Collateral, or income or distributions in respect of Collateral or otherwise paid into the Collateral Account, shall be calculated net of any and all present or future Taxes in respect thereof.

Section 6. Income and Voting Rights in Collateral.

(a) Secured Party shall have the right to receive and retain as Collateral hereunder all cash and non-cash proceeds of the Collateral (including, without limitation, any dividends, interest and other distributions on the Collateral) (collectively, "***Dividend Proceeds***"), which proceeds shall be delivered to the Custodian for crediting to the Collateral Account subject to the lien created hereunder, or, if the Collateral Shares have been Rehypothecated, Secured Party will deliver to the Custodian, to be credited to the Collateral Account, the amount that would have been received by Secured Party or the Custodian in respect of such Rehypothecated Collateral Shares but for such Rehypothecation by Secured Party. Secured Party shall authorize and direct Custodian to pay over, or cause to be paid over, to Pledgor following written request by Pledgor, any cash or non-cash dividend or distribution made in respect of the Collateral actually received by or on behalf of Secured Party (or, if the Collateral Shares have been Rehypothecated, delivered by Secured Party to the Custodian and credited to the Collateral Account), unless (i) a Potential Event, (ii) a Default Event or (iii) an Early Termination Date has occurred or been designated as a result of such a Default Event, and Pledgor agrees to receive such cash or non-cash dividend or distribution. For the avoidance of doubt, Secured Party shall retain as Collateral any dividend or other distribution in respect of the Collateral (x) whose receipt relates to a Potential Adjustment Event, or (y) that is made in connection with a Merger Event and/or a Tender Offer. All such proceeds including, without limitation, all dividends and other payments and distributions that are received by Pledgor shall be received in trust for the benefit of Secured Party and shall be segregated from other funds of Pledgor and shall be immediately delivered over to the Custodian to be credited to the Collateral Account to be held as Collateral in the same form as received or in such other manner as Secured Party may instruct (with any necessary endorsement).

(b) Unless a Default Event shall have occurred and be continuing, Pledgor shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to the Collateral (other than any Collateral Shares that have been Rehypothecated (such Collateral, "***Rehypothecated Collateral Shares***") as of the record date or deadline for such vote, consent or other action) for any purpose not inconsistent with the Confirmation or this Agreement, and Secured Party shall, upon receiving a written request from Pledgor accompanied by a certificate of an Authorized Officer of Pledgor stating that no Default Event has occurred and is continuing, deliver to Pledgor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any of the Collateral that is registered, or held through a securities intermediary, in the name of Secured Party or its nominee as shall be

specified in such request and shall be in form and substance satisfactory to Secured Party.

(c) Unless an Event of Default with respect to Pledgor as the Defaulting Party has occurred and is continuing or an Early Termination Date has been designated by Secured Party as a result of such Event of Default, Secured Party shall pay over, or cause to be paid over, to the Collateral Account any Manufactured Dividend (defined below). For the avoidance of doubt, subject to Section 5(j) of this Agreement, any and all amounts paid or credited to the Collateral Account or Pledgor (including with respect to dividends or distributions) shall be net of any applicable withholding Taxes, including Taxes withheld under 871(m) of the Code or any other similar provision of applicable non-U.S. law. Secured Party shall notify Pledgor of any such Taxes when the same shall become known to Secured Party. "***Manufactured Dividend***" shall mean the amount of any cash dividend or distribution made in respect of the Shares that have been Rehypothecated, after netting any applicable withholding or similar Taxes (including any such Taxes that would apply to (i) such dividend or distribution deemed received by Secured Party and (ii) the further payment of such amount representing economic entitlement to such dividend or distribution (after netting any withholding or similar Taxes in (i)) by Secured Party to Pledgor); and for the avoidance of doubt, any such Tax shall not be an "Indemnifiable Tax" for purposes of Section 14 of the Agreement. For the avoidance of doubt, any Manufactured Dividend that is not paid over to Secured Party during the continuance of any Event of Default shall constitute Collateral and be subject to return pursuant to and in accordance with Section 10 of this Agreement.

(d) If a Default Event shall have occurred and be continuing, Secured Party shall have the right, to the extent permitted by law, and Pledgor shall take all such action as may be necessary or appropriate to give effect to such right, to vote and to give consents, ratifications and waivers, and to take any other action with respect to any or all of the Collateral with the same force and effect as if Secured Party were the absolute and sole owner thereof.

Section 7. *Remedies upon Default Events.*

(a) If any Default Event shall have occurred and be continuing, Secured Party may exercise all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, shall: (i) deliver or cause to be delivered to itself or to an affiliate of Secured Party designated by Secured Party from the Collateral Account all Collateral consisting of Shares with respect to which the Representation and Agreement set forth in Section 9.11 of the Equity Definitions (as modified in the Transaction Agreement) are true and satisfied (or, at the absolute discretion of Secured Party, Shares with respect to which such Representation and Agreement are not true or satisfied) (but not in excess of the number thereof that Pledgor is obligated to deliver pursuant to the Agreement) on the related Early Termination Date or the date on which the Cancellation Amount is due, as the case may be, in whole or partial, as the case may be, satisfaction of Pledgor's obligations to deliver Shares under the Transaction Agreement, whereupon Secured Party shall hold such Shares absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption of Pledgor that may be waived or any other right or claim of Pledgor, and Pledgor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal that Pledgor has or may have under any law now existing or hereafter adopted; and (ii) if such delivery shall be insufficient to satisfy in full all of the obligations of Pledgor under the Transaction Agreement or hereunder, sell all of the remaining Collateral, or such lesser portion thereof as may be necessary to generate proceeds sufficient to satisfy in full all of the obligations of Pledgor under the Transaction Agreement or hereunder, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery, and at such price or prices as Secured Party may deem satisfactory. Pledgor covenants and agrees that it will execute and deliver such documents and take such other action as Secured Party deems necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the buyer thereof the Collateral so sold. Each buyer at any such sale shall hold the Collateral so sold absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of Pledgor that may be waived or any other right or claim of Pledgor, and Pledgor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal that Pledgor has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 9-611 of the UCC shall (1) in case of a public sale, state the time and place fixed for such sale, (2) in case of sale at a broker's board or on a securities

exchange, state the board or exchange at which such sale is to be made and the day on which the Collateral, or the portion thereof so being sold, will first be offered for sale at such board or exchange, and (3) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Secured Party may determine. Secured Party shall not be obligated to make any such sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the buyer thereof, but Secured Party shall not incur any liability in case of the failure of such buyer to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(b) Pledgor hereby irrevocably appoints Secured Party Pledgor's true and lawful attorney, with full power of substitution, in the name of Pledgor, Secured Party or otherwise, for the sole use and benefit of Secured Party, but at the expense of Pledgor, to the extent permitted by law, to exercise, at any time and from time to time while a Default Event has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof,

(ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if Secured Party were the absolute owner thereof (including, without limitation, the giving of instructions and entitlement orders in respect thereof), and

(iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided that Secured Party shall give Pledgor not less than one day's prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral that threatens to decline speedily in value, including, without limitation, equity securities, or is of a type customarily sold on a recognized market. Secured Party and Pledgor agree that such notice constitutes reasonable authenticated notification within the meaning of Section 9-611 of the UCC.

(c) Upon any delivery or sale of all or any part of any Collateral made either under the power of delivery or sale given hereunder or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Agreement, Secured Party is hereby irrevocably appointed the true and lawful attorney of Pledgor, in the name and stead of Pledgor, to make all necessary deeds, bills of sale, instruments of assignment, transfer or conveyance of the property, and all instructions and entitlement orders in respect of the property, thus delivered or sold. For that purpose Secured Party may execute all such documents, instruments, instructions and entitlement orders. This power of attorney shall be deemed coupled with an interest, and Pledgor hereby ratifies and confirms that which Pledgor's attorney acting under such power, or such attorney's successors or agents, shall lawfully do by virtue of this Agreement. If so requested by Secured Party or by any buyer of the Collateral or a portion thereof, Pledgor shall further ratify and confirm any such delivery or sale by executing and delivering to Secured Party or to such buyer or buyers at the expense of Pledgor all proper deeds, bills of sale, instruments of assignment, conveyance or transfer, releases, instructions and entitlement orders as may be designated in any such request.

(d) In the case of a Default Event, Secured Party may proceed to realize upon the security interest in the Collateral against any one or more of the types of Collateral, at any time, as Secured Party shall determine in its sole discretion subject to the foregoing provisions of this Section 7. The proceeds of any sale of, or other realization upon, or other receipt from, any

of the Collateral shall be applied by Secured Party in the following order of priorities:

first, to the payment to Secured Party of the expenses of such sale or other realization, including reasonable compensation to the agents and counsel of Secured Party, and all expenses, liabilities and advances incurred or made by Secured Party in connection therewith, including brokerage fees in connection with the sale by Secured Party of any Collateral;

second, to the payment to Secured Party of an amount equal to the Close-out Amount of Secured Party or the Cancellation Amount, as the case may be, under the Transaction Agreement as a result of such Default Event;

finally, if all of the obligations of Pledgor hereunder and under the Transaction Agreement have been fully discharged or sufficient funds have been set aside by Secured Party, at the request of Pledgor for the discharge thereof, any remaining proceeds shall be released to Pledgor.

(e) Notwithstanding anything to the contrary in the Agreement, the Confirmation or herein, in no event shall Secured Party be entitled to receive, or shall be deemed to receive, any Shares, exercise any right of Rehypothecation pursuant to this Agreement or be entitled to vote or exercise its remedies with respect to any Collateral Shares, to the extent that, (i) immediately upon giving effect to such receipt of such Shares or such Rehypothecation or such vote or exercise of remedies, as applicable, (i) the Section 13 Percentage would be equal to or greater than 9.0% or (ii) the Share Amount would exceed the Applicable Share Limit (each such condition described in clauses (i) or (ii), an "**Excess Ownership Position**"). If any delivery owed to Secured Party under the Confirmation or hereunder, in whole or in part, as a result of Section 14 of the Confirmation or this Section, as applicable, is prohibited, then the obligation of Pledgor to make such delivery shall not be extinguished and Pledgor shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Secured Party gives notice to Pledgor that such delivery would not result in the existence of an Excess Ownership Position, and Secured Party shall be entitled to exercise any right of Rehypothecation, vote or remedies immediately when such exercise would not result in the existing of an Excess Ownership Position. For the avoidance of doubt, this Section 7(e) shall not apply to the initial Rehypothecation of up to the Number of Shares in connection with the Transaction.

(f) Pledgor hereby (i) acknowledges that selling or otherwise disposing of Collateral Shares in accordance with the restrictions set forth in Section 14 and the other provisions of the Confirmation and/or Section 7(e) hereof may result in prices and terms less favorable to Secured Party than those that could be obtained by selling or otherwise disposing of any such Shares at one time in a single transaction and (ii) agrees and acknowledges that no method of sale or other disposition of the available portion of any such Shares shall be deemed commercially unreasonable because of any action taken or not taken by Secured Party to comply with such restrictions. For the avoidance of doubt, the inability of Secured Party to acquire, receive or exercise rights with respect to Collateral Shares at any time as a result of an Excess Ownership Position (as defined in Section 7(e) above) shall not preclude Secured Party from taking such action at a later time when no Excess Ownership Position is then existing or would result under the Confirmation. Notwithstanding any provision of the Confirmation to the contrary, Secured Party shall not become the record or beneficial owner, or otherwise have any rights as a holder, of any Collateral Shares that Secured Party is not entitled to exercise any other remedies in respect of at any time until such time as Secured Party is permitted to exercise such remedies in respect thereof pursuant to the limitations set forth in Section 7(e) hereof.

Section 8. *Netting and Set-off.* (a) If on any date, cash would otherwise be payable or Shares or other property would otherwise be deliverable pursuant to the Transaction Agreement, this Agreement or any other Credit Support Document by Secured Party to Pledgor and by Pledgor to Secured Party and the type of property required to be paid or delivered by each such party on such date is the same, then, on such date, each such party's obligation to make such payment or delivery will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable or deliverable by one such party exceeds the aggregate amount that would otherwise have been payable or deliverable by the other such party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable or deliverable to pay or deliver to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

(b) In addition to and without limiting any rights of set-off that Secured Party may have as a matter of law, pursuant to contract or otherwise, upon the occurrence of a Default Event, Secured Party shall have the right to terminate, liquidate and otherwise close out the transactions contemplated by the Transaction Agreement, any Credit Support Document or this Agreement pursuant to the terms thereof and hereof, and to set off any obligation it may have to (i) release from the Security Interests or return to Pledgor any Collateral pursuant to Section 5(e) or Section 10, (ii) return any Rehypothecated Collateral Shares to Pledgor or (iii) make any other payment or delivery pursuant to this Agreement against any right Secured Party may have against Pledgor, including without limitation any right to receive a payment or delivery pursuant to any provision of the Transaction Agreement. In the case of a set-off of any obligation to return or replace assets against any right to receive assets of the same type, such obligation and right shall be set off in kind. In the case of a set-off of any obligation to return or replace assets against any right to receive assets of any other type, the value of each of such obligation and such right shall be determined by the Calculation Agent in good faith and a commercially reasonable manner and the result of such set-off shall be that the net obligor shall pay or deliver to the other party an amount of cash or assets, at the net obligor's option, with a value (determined, in the case of a delivery of assets, by the Calculation Agent in good faith and a commercially reasonable manner) equal to that of the net obligation. In determining the value of any obligation to release or deliver Shares or right to receive Shares, the value at any time of such obligation or right shall be determined by reference to the market value of such Shares at such time. If an obligation or right is unascertained at the time of any such set-off, the Calculation Agent may in good faith and a commercially reasonable manner estimate the amount or value of such obligation or right, in which case set-off will be effected in respect of that estimate, and the relevant party shall account to the other party at the time such obligation or right is ascertained.

SECTION 9. *Miscellaneous.*

(a) Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. All the covenants and agreements herein contained by or on behalf of Pledgor shall bind, and inure to the benefit of, Pledgor's respective successors and assigns whether so expressed or not, and shall be enforceable by and inure to the benefit of Secured Party and its successors and assigns.

(b) To the extent permitted by law, the unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

(c) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Pledgor and Secured Party or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(d) All notices and other communications hereunder shall be made pursuant to Section 12 of the 2002 ISDA Master Agreement, as amended by the Confirmation, which is incorporated by reference as if stated in full herein.

(e) Notwithstanding anything to the contrary herein or in the account governing the terms of the Collateral Account, Pledgor hereby covenants that, until this Agreement is terminated pursuant to Section 10, Pledgor will not originate entitlement orders or instructions concerning the Collateral Account or the Collateral except in accordance with the Transaction Agreement and this Agreement and will not originate entitlement orders or instructions to withdraw any Collateral from the Collateral Account except in accordance with Section 5(e) and Section 6(a) of this Agreement.

(f) This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of New York (without reference to choice of law rules thereof except for Section 5-1401 of the New York General Obligations Law); *provided* that as to Pledged Items located in any jurisdiction other than the State of New York, Secured Party shall have, in addition to any rights under the laws of the State of New York, all of the rights to which a secured party is entitled under the laws of such other jurisdiction. The parties hereto hereby agree that the Custodian's jurisdiction, within the meaning of Section 8-110(e) of the UCC, insofar as either of them

acts as a securities intermediary hereunder or in respect hereof, shall be agreed to as being the State of New York in any agreement in respect of the Collateral Account. The State of New York shall be deemed to be (a) (i) the "securities intermediary's jurisdiction" (within the meaning of Article 8 of the UCC) with respect to financial assets held in or credited to the Collateral Account and (ii) the "bank's jurisdiction" (within the meaning of Article 9 of the UCC) with respect to cash held in or credited to the Collateral Account, and (ii) the jurisdiction whose law governs the Collateral Account and the "account agreement" (as such term is defined in the Hague Convention) relating thereto for the purposes of Article IV(1) of the Hague Convention. The provisions of the immediately preceding sentence shall be construed as an amendment to any other account agreement governing the Collateral Account.

(f) Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York in connection with all matters relating to the Transaction, the Transaction Agreement and this Agreement, and waives any objection to the laying of venue in, and any claim of inconvenient forum with respect to, these courts.

(g) EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION, THE TRANSACTION AGREEMENT AND THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, THE TRANSACTION AGREEMENT AND THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(h) This Agreement may be executed, acknowledged and delivered in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., DocuSign and AdobeSign (any such signature, an "Electronic Signature")) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The words "execution," "signed," "signature" and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include any Electronic Signature, except to the extent electronic notices are expressly prohibited under this Agreement.

Section 10. *Termination of Pledge Agreement.* This Agreement and the rights hereby granted by Pledgor in the Collateral shall cease, terminate and be void upon fulfillment of all of the obligations of Pledgor under the Transaction Agreement, under each Credit Support Document and hereunder (other than, in each case, contingent indemnification obligations for which no claim has been asserted or accrued). Any Collateral remaining at the time of such termination shall be fully released and discharged from the Security Interests and delivered to Pledgor by Secured Party, all at the request and expense of Pledgor.

****

Date of Agreement: December 12, 2023

Pledgor:

[Name]

[Contact information]

Pledgor's Address for Notices:

[Contact information]

****

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

PLEDGOR:

[Pledgor]

By:_____

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

SECURED PARTY:

GOLDMAN SACHS FINANCIAL MARKETS, L.P.

By:_____
Name:
Title:

CUSTODIAN:

GOLDMAN SACHS FINANCIAL MARKETS, L.P.

By:_____
Name:
Title

SCHEDULE I

UCC Financing Statements

The following financing statements on form UCC-1, naming the Pledgor listed below as debtor and Secured Party as secured party, are to be filed in the offices listed opposite the name of such parties:

Pledgor	Secured Party	Filing Office
[Pledgor]	Goldman Sachs Financial Markets, L.P.	[Filing office]

SCHEDULE II

[Jurisdiction] Filings:

The following security interest filings, naming the Pledgor listed below and the Secured Party as secured party, are to be filed with the Registry of Corporate Affairs in [Jurisdiction] pursuant to [Applicable Law].

Pledgor	Secured Party	Filing Office
[Pledgor]	Goldman Sachs Financial Markets, L.P.	[Filing office]

SCHEDULE III

AUTHORIZED OFFICERS OF PLEDGOR

David Einhorn

Daniel Roitman

Barrett Brown

EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: [Debtor]

Secured Party: Goldman Sachs Financial Markets, L.P.
200 West Street
New York, NY 10282-2198

COLLATERAL DESCRIPTION

All of the Debtor's right, title and interest in and to:

(i) the Pledged Items consisting of a number of Shares equal to the Maximum Deliverable Number on the Trade Date; (ii) all additions to and substitutions for such Pledged Items (including, without limitation, any securities, instruments or other property delivered or pledged pursuant to Section 4(a) or 5(b) of the Pledge Agreement) (such additions and substitutions, the "**Additions and Substitutions**"); (iii) subject to Section 6 of the Pledge Agreement, all income, proceeds and collections received or to be received, or derived or to be derived, now or any time hereafter (whether before or after the commencement of any proceeding under applicable bankruptcy, insolvency or similar law, by or against Debtor, with respect to Debtor) from or in connection with the Pledged Items or the Additions and Substitutions (including, without limitation, any shares of capital stock issued by the Issuer in respect of any Shares constituting Collateral or any cash, securities or other property distributed in respect of or exchanged for any Shares constituting Collateral, or into which any such Shares are converted, in connection with any Merger Event or otherwise); (iv) the Collateral Account and all securities and other financial assets (each as defined in Section 8-102 of the UCC), including the Pledged Items and the Additions and Substitutions, and other funds, property or assets from time to time held therein or credited thereto; (v) all powers and rights now owned or hereafter acquired under or with respect to the Pledged Items or the Additions and Substitutions, and any security entitlements in respect of any of the foregoing; and (vi) all of Pledgor's rights, title and interest in and to the Pledge Agreement and the Confirmation, whether now existing or hereafter arising (such Pledged Items, Additions and Substitutions, proceeds, collections, powers, rights, Collateral Account, assets held therein or credited thereto and security entitlements being herein collectively called the "**Collateral**").

ADDITIONAL DEFINITIONS

"Collateral Account" means the securities account (as defined in Section 8-501 of the UCC) of Debtor maintained at Goldman Sachs Financial Markets, L.P., bearing account number ending with [account no.].

"Issuer" means Green Brick Partners, Inc..

"Confirmation" means that certain Confirmation dated December 12, 2023 between Debtor and Secured Party, as amended, supplemented or modified from time to time.

"Maximum Deliverable Number" means, on any date, a number of Shares or security entitlements in respect thereof equal to the Number of Shares with respect to which settlement under the Confirmation has not been fully made.

"Merger Event" has the meaning ascribed to such term in the Confirmation.

"Number of Shares" has the meaning ascribed to such term in the Confirmation.

"Pledge Agreement" means the Pledge Agreement dated December 12, 2023 between Debtor and Secured Party, as amended, supplemented or modified from time to time.

"Pledged Items" means, as of any date, any and all securities (or security entitlements in respect thereof) and instruments, cash or other assets delivered by Debtor to be held by or on behalf of Secured Party under the Pledge Agreement as Collateral, including those securities and securities entitlements held in the Collateral Account.

"Shares" means the common stock of Issuer, or security entitlements in respect thereof.

"Trade Date" has the meaning ascribed to such term in the Confirmation.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.