

THIS DEED is made on 09 September 2008

BETWEEN

1. **LEHMAN BROTHERS INTERNATIONAL (EUROPE) OF 25 BANK STREET, LONDON E14 5LE WITH COMPANY NUMBER 2538254 ("you"); AND**
2. **HSBC BANK PLC ("the Bank").**

Meaning of certain words and phrases

1. (a) **"Account"** means the account(s) listed in Schedule 1, including any renewal, substitution or redesignation of the account(s);
- (b) **"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.
- (c) **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
- (d) **"Deposit"** means all your present and future rights to, and interest in, all of the amounts from time to time credited to the Account less that which is, with the Bank's agreement, debited to the Account. This includes all interest and other benefits arising in connection with those amounts unless the Bank otherwise agrees in writing;
- (e) **"Debt"** means:
 - (1) all money and liabilities whatever, whenever and however incurred whether now or in the future due or becoming due from you to the Bank in connection with:
 - (a) any overdraft or debit balance from time to time arising on any account specified in Schedule 2 and any other account of yours which you and the Bank shall from time to time agree in writing shall be secured by the terms of this Deed (each a **"Customer Account"**);
 - (b) any payment or other transaction that you instruct the Bank to make on a Customer Account, and/or any amount or liability which the Bank is authorised or otherwise entitled to debit to a Customer Account; and/or
 - (c) (to the extent not included within (a) and/or (b) above) your sterling clearing and settlement arrangements with the Bank including, without limitation, the Bank acting as settlement bank for you in CREST (being the settlement system owned and operated by Euroclear United Kingdom and Ireland Limited); and
 - (2) the money agreed to be paid by you under clause 16 below.

The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank.

- (f) **"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.
- (g) **"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985.

The main subject matter of this Deed

2. The Bank may:

- (a) set-off the Deposit (or any part of it), or transfer (including a transfer to a specific account in the Bank's name) the Deposit (or any part of it) in payment of the Debt (or any part of it, including any part which is a contingent liability), regardless of whether it is due for payment;
- (b) combine any Account with any other Customer Account in debit; and
- (c) for the purposes of this Deed, value the Debt (or any part of it) which is a contingent liability as the Bank may determine exercising its commercial judgement in good faith,

provided that the Bank shall immediately thereafter notify you of the exercise by it of any of its rights under this clause and provided further that, for the avoidance of any doubt, the Bank may, pursuant to clauses 14 and 15 hereof, perform such currency conversions as it may require to effect any set-off or combination as contemplated above.

Maintenance of the Deposit

3. (a) You agree that from the date of this Agreement that you will maintain a Deposit in the Account (s) in an amount that shall not be less than the Bank in good faith reasonably estimates is required to cover the aggregate daylight exposure that the Bank has to you under sub-paragraphs (a) to (c) of the definition of "Debt" from time to time. The Bank shall notify you promptly upon request of the amount of such exposure and the basis on which such exposure has been calculated.
- (b) You may withdraw amounts from the Deposit, subject to the Bank's prior agreement, provided that either (i) the amount remaining in the Deposit after such withdrawal satisfies the requirements of paragraph (a) above or (ii) such withdrawal is made in accordance with paragraph 4 below.
 - (c) The Bank has no duty to account to you in respect of the Deposit (or any part of it) and you cannot withdraw, charge or transfer the Deposit (or any part of it) until it becomes available in accordance with paragraph (b) above or clause 4 below but subject always to Clause 5 below.

Availability of the Deposit to you

4. The Deposit will become available to you (but if deposited for a fixed period, only subject to the terms of that fixed deposit) on the first date on which the Bank is satisfied that there is no outstanding Debt and the Bank is not obliged (actually or contingently) to do anything which would cause any Debt to arise at a later date.
5. If the Deposit (or any part of it) becomes available to you under clause 4 above, the Bank may exercise any other rights which the Bank may have against the Deposit (or that part of it) which may include statutory and other legal rights of set-off, combination and transfer.

Deposit held for a fixed period

6. Any agreement that the Deposit (or any part of it) is to be held on deposit for a fixed period:
 - (a) will only be effective for the purposes of calculating and paying interest;
 - (b) will not affect any of the Bank's rights under this Deed; and
 - (c) will not stop the Bank from taking action under this Deed during the fixed period.
7. When exercising its rights under this Deed, the Bank can end any fixed deposit period and adjust any interest payable by the Bank accordingly.
8. When a fixed deposit period ends, the Bank will, until the Deposit becomes available in accordance with clause 4 above, continue to hold that amount on the agreed terms or, if there is no agreement, on the terms that the Bank reasonably considers appropriate.

Additional security and independence

9. The Bank may enter into arrangements with your Affiliates to secure the Debt (or any part of it) in ways other than those described in this Deed. The Bank's rights in relation to any other security for the Debt (or any part of it) are not affected by the Bank's rights under this Deed, nor vice versa.
10. The Bank's rights under this Deed, and clause 2 above in particular, are in addition to, and independent of, any other security which the Bank may hold at any time for the Debt and any lien or other rights the Bank may have to set-off, combine or consolidate any of your accounts.
11. No prior security held by the Bank over the Deposit shall merge with the Bank's rights under this Deed.

Duration of this Deed

12. This Deed remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until it is released.

Interest

13. Interest accruing on the Deposit (or any part of it) will be paid at prevailing commercial rates in its usual course of business and added to the Deposit unless the Bank otherwise agrees in writing.

Currency conversion

14. The Bank may convert any money received under this Deed from the currency in which it is received into any other currency if such currency is required to match the currency in which all or part of the Debt is denominated. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange in its usual course of business.
15. The Bank is entitled to deduct the costs, charges and expenses that it would normally incur in its usual course of business from any amount that it converts into another currency in respect of any conversion performed in accordance with clause 14 above.

Costs and expenses

16. (a) You must pay all costs, charges and expenses (including any relevant taxes and legal fees) directly or indirectly incurred by the Bank (acting reasonably) in connection with the execution, implementation or enforcement of this Deed within 5 Business Days of written demand.
- (b) If you fail to pay any amount payable in accordance with paragraph (a) above interest shall accrue on the unpaid amount from the due date up until the date of actual payment at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Non-Assignment

17. You may not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under this Deed (other than to the Bank) unless the Bank otherwise agrees in writing. The Bank shall not assign, transfer or grant any rights in relation to, or purport to assign, transfer or grant any rights in relation to, any part of the Deposit, the Debt or any right or obligation under this Deed other than to its affiliates or unless you give your prior written consent (not to be unreasonably withheld or denied).

Joint and individual responsibilities

18. If there is more than one of you, your responsibilities under this Deed apply to each of you individually as well as jointly. If this Deed is unenforceable or otherwise ineffective against any one or more of you, none of the rest of you will be released from your responsibilities under this Deed.

Severance and modification of clauses

19. If any of the clauses (or part of a clause) of this Deed becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
20. If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

Interpretation

21. (a) In this Deed:
 - (i) the headings are used for guidance only;
 - (ii) a reference to a person includes a body corporate;
 - (iii) a reference to you includes a reference to your legal personal representative, successors and transferees;
 - (iv) references to the singular include the plural and vice versa; and
 - (v) a reference to the Bank includes a reference to its successors and transferees.
- (b) Where the words "the Bank reasonably considers appropriate" appear in any clause, you agree that it is reasonable for the Bank to consider something appropriate if, in the Bank's reasonable opinion, it will or might assist in:
 - (i) preservation of the Bank's rights under this Deed or the Deposit; or
 - (ii) the Bank's ability to recover the Debt.

Governing Law

22. This Deed is governed by and shall be construed in accordance with English law.

SCHEDULE 1

Accounts

The following accounts specified below:

Sort code: 400515

Account numbers:

67850051 denominated in Pounds Sterling ("GBP");
67850078 denominated in United States Dollars ("USD"), and
68449763 denominated in Euros ("EUR")

In the name of Lehman Brothers International (Europe)

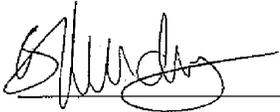
SCHEDULE 2

Customer Accounts

LEHMAN BROTHERS INTERNATIONAL (EUROPE)				
10135723	604-212647-001	GBP	57439733	LB INTL (EUROPE) LDN - GBP CGO/CREST A/C
10135723	604-212647-131	EUR	57439741	LB INTL (EUROPE) LDN - EUR CREST A/C
10135723	604-212647-130	USD	57439768	LB INTL (EUROPE) LDN - USD CREST A/C
10135723	604-212647-002	GBP	57439776	LB INTL (EUROPE) LDN GBP CREST A/C
10135723	604-212647-003	GBP	57452827	LB INTL (EUR) LDN - PCS CHEQUE CLEARANCE A/C
10135723	604-212647-004	GBP	57452835	LB INTL (EUR) LDN - SEGREGATED CLIENT CASH A/C
10135723	604-212647-134	USD	58058319	LBPB USD CASH A/C
10135723	604-212647-133	EUR	58058327	LBPB EUR CASH A/C
10135723	604-212647-005	GBP	58342145	LBPB GBP CASH A/C
10135723	604-212647-132	USD	58362064	LB INTL USD CREST A/C
10135723	604-212647-006	GBP	67027782	LB INTL (EUR) LDN

Executed as a Deed and Delivered by
Lehman Brothers International (Europe)

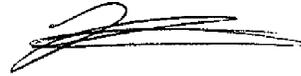
Acting by:



Name: IAN LE HENRY

Duly authorised attorney for
Lehman Brothers International (Europe)

Witnessed by



JEAN LACEY
25 BANK STREET
LONDON
E14 5LE

HSBC Bank plc

By: C. A. Broughton

CHRISTOPHER ALLAN BROUGHTON

LEHMAN BROTHERS

POWER OF ATTORNEY

We, **LEHMAN BROTHERS INTERNATIONAL (EUROPE)** do hereby appoint on 9th July 2008 Azrine Addruse, Isobel Black, Justin Boyd, Bhavesh Dattani, Parul Davé, Tracey Davis, Frederique Gilain-Huneus, Bruce Hendry, Ian Jameson, Aaron Johari, Piers Le Marchant, Luke Nolan, Matthew Nash, Sarah McMorrow, Andrew Maclean, Tiki MacLennan, Huw Merriman, Carole Philippe, Ben Plant, Bruce Railton, Piers Roberts, Ric Sandilands, David Swanson, Andree Watt and Emily Upton (the "Attorneys"), as our true and lawful attorneys in fact and agents to act with full power and authority individually to execute, sign, seal and deliver any deeds or documents on behalf of the Company and to delegate their power and authority hereunder to any other person by way of Power of Attorney.

We will ratify and confirm any act, document or deed done or executed by any of the Attorneys in exercise of this power of this power.

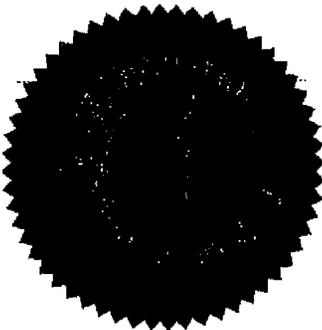
This Power of Attorney shall replace and supersede any existing Power of Attorney granted by the Company to the above-mentioned Attorneys.

This Power of Attorney shall expire on 9th July 2009.

This Power of Attorney shall be governed and construed in accordance with the law of England and Wales.

In witness whereof, we have caused this Power of Attorney to be duly executed and delivered as a deed on 9th July 2008.

The Common Seal of Lehman Brothers)
International (Europe) was)
hereunto affixed in the presence of:)





Director



Director/Secretary

LEHMAN BROTHERS INTERNATIONAL (EUROPE)
25 BANK STREET LONDON E14 5LE TELEPHONE +44 (0)20 7102 1000
AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY.
MEMBER OF THE LONDON STOCK EXCHANGE AND THE INTERNATIONAL CAPITAL MARKETS ASSOCIATION
REGISTERED IN ENGLAND NO. 2538254 AT THE ABOVE ADDRESS.

BY THIS POWER OF ATTORNEY given the 13th day of March two thousand and eight HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints **CHRISTOPHER ALLAN BROUGHTON** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

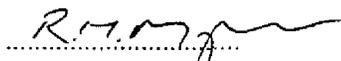
1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank and, thirdly, any indebtedness secured by any of the foregoing;
2. required to convey, assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond guarantee undertaking or indemnity or any other similar engagement by the Bank;
5. which appoints any receiver(s) or administrative receiver(s) or administrator(s) under any mortgage or charge vested in the Bank over any real or personal property, standard security or other security or other assets including the undertaking of any company or limited liability partnership;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers

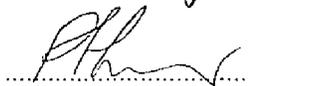
This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written

The COMMON SEAL of HSBC BANK plc was hereunto affixed in the presence of:


.....
Authorised signatory

027114


.....
Authorised counter signatory