

PLEASE READ THE FOLLOWING NOTES BEFORE SIGNING THIS DEED

This document is a Deed allowing HSBC Bank to set - off or transfer cash deposits made by you as described in this Deed. You should sign this Deed in front of a witness who should be your solicitor, other legal adviser or an HSBC Bank official.

(a) HSBC Bank will hold this Deed as security for all money and liabilities (referred to in this Deed as the "Debt") owed to HSBC Bank by you as set out in this Deed.

(b) This means that if any of the Debt is not paid when due, HSBC Bank can set - off or transfer the cash deposits and/or combine any account specified in this Deed with any other account in debit which you have with HSBC Bank.

(c) The Debt may include overdrafts, loans or money due under any other facilities that HSBC Bank has granted to you or grants to you in the future. The Debt may also include any liabilities under any guarantee or indemnity that you have given or may give in the future to HSBC Bank - for example, agreements by you to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank on your behalf.

(d) This Deed is separate from, and not limited by, any other deed, agreement or arrangement, mortgage or guarantee which may already have been given to HSBC Bank or which may be given in the future.

(e) This Deed contains other terms which affect you. This Deed is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Deed.

THIS DEED is made on \_\_\_\_\_

BETWEEN

1. LEHMAN'S BROTHERS INTERNATIONAL (EUROPE) LIMITED OF {  
ADDRESS }  
WITH COMPANY NUMBER { } (" you "); AND

2. HSBC BANK PLC (" the Bank ").

Meaning of certain words and phrases

1. (a) " Account " means the account(s) listed in the schedule, including any renewal,

substitution or redesignation of the account(s) and any accounts that may be created from time to time for the purpose of recording the holding of the Deposit, or any part of it, pursuant to any agreement that it be held for a fixed period as described in Clause 6 hereof;

(b) " 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;

(c) " Debt " means all money and liabilities whatever, whenever and however incurred whether now or in the future due or becoming due from you to the

Bank. This includes, but is not limited to:

- (i) overdrafts, personal and other loans or facilities and further advances of money;
- (ii) guarantees and indemnities to the Bank and any of your other contingent liabilities;
- (iii) discount, commission and other lawful charges and expenses;
- (iv) interest in accordance with any agreement between you and the Bank and if there is no agreement, interest on any money and liabilities due from you 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. Interest as above applies before and after any demand or judgement; and
- (v) 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.

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The main subject matter of this Deed

2. The Bank may, without notice:

- (a) set - off 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 account in debit which you have with the Bank; and
- (c) for the purposes of this Deed, value the Debt (or any part of it) which is a contingent liability as the Bank reasonably considers appropriate.

Maintenance of the Deposit

3. (a) You shall at all times maintain a Deposit of at least the amount specified in the

Schedule to this Deed (if any such amount is so specified).

Regardless of any

other provision of this Deed, if the Deposit exceeds the amount specified in the

Schedule the excess will be available to you.

(b) 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 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 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 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. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange.

15. The Bank is entitled to deduct the costs, charges and expenses that it would normally incur from any amount that it converts into another currency.

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 in connection with the execution, implementation or enforcement of this Deed.

(b) Any money incurred under (a) above, (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry - 4 - interest 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.

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 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

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

