



Registration of a Charge

Company name: **BARCLAYS CAPITAL SECURITIES LIMITED**

Company number: **01929333**



X892GVIO

Received for Electronic Filing: **05/07/2019**

Details of Charge

Date of creation: **21/06/2019**

Charge code: **0192 9333 0028**

Persons entitled: **BNP PARIBAS SECURITIES SERVICES (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

HERBERT SMITH FREEHILLS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1929333

Charge code: 0192 9333 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2019 and created by BARCLAYS CAPITAL SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2019 .

Given at Companies House, Cardiff on 8th July 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

(1) BNP PARIBAS SECURITIES SERVICES

and

(2) BARCLAYS CAPITAL SECURITIES LIMITED

DEED OF CHARGE

THIS DEED OF CHARGE is made on 21 day of June 2019

BETWEEN:

- (1) **BNP PARIBAS SECURITIES SERVICES**, a Société en commandite par actions incorporated under the laws of France ("**BNPPSS**"); and operating through its registered Australian branch at Level 6, BNP Paribas Centre, 60 Castlereagh Street, Sydney, New South Wales, 2000, which is registered with the Australian Securities and Investments Commission (ARBN 149 440 291); and
- (2) **BARCLAYS CAPITAL SECURITIES LIMITED**, whose registered office is at One Churchill Place, London E14 5HP, United Kingdom ("**Customer**")

each a "**Party**", together,

"**Parties**".

WHEREAS:

- (1) The Broker and BNPPSS have entered into the Clearing Agreement.
- (2) The Customer, the Broker and BNPPSS have entered into the Disclosure Statement.
- (3) The Customer and BNPPSS have entered into the Custody Agreement.
- (4) As security for the due and proper performance of the discharge of Customer Obligations, the Customer wishes to grant certain security interests in favour of BNPPSS, on the terms of this Deed.

1 Interpretation

- 1.1 In this Deed, including its recitals and schedules (as amended, modified, supplemented, replaced or otherwise altered from time to time, the "**Deed**"), unless the context otherwise requires the following words shall have the meanings set out below:

" Balance "	shall have the meaning given to it in the Disclosure Statement;
" Broker "	Barclays Capital Asia Limited, a company incorporated in Hong Kong whose registered office is 41/F Cheung Kong Center, 2 Queen's Road Central, Central, Hong Kong;

“Business Day”	means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Sydney;
“Cash Account”	means any “Cash Account” established pursuant to the Custody Agreement;
“Clearing Agreement”	means the Clearing Agency Agreement entered into by BNPPSS and the Broker on the date of this Deed (as amended, modified, supplemented, replaced or otherwise altered from time to time);
“Clearing Transaction”	shall have the meaning given to it in the Clearing Agreement;
“Custody Agreement”	means the Agreement for Provision of Custody Services entered into by BNPPSS and the Customer on the date of this Deed (as amended, modified, supplemented, replaced or otherwise altered from time to time);
“Customer Account”	means a Cash Account or Securities Account, as the case may be, that is not a Customer Client Account;
“Customer Client Account”	means a Cash Account or a Securities Account held by BNPPSS in the name of the Customer but for the account of one or more of Customer’s clients;
“Customer Obligations”	means all financial obligations and liabilities owing to BNPPSS by the Customer (including (by way of illustration) but not limited to the payment by the Customer of such Collateral as is required pursuant to the Clearing Agreement) from time to time under the Custody Agreement and the Clearing Agreement;
“Customer Account Secured Assets”	means all present and future rights, title and interests of any kind (whether personal or proprietary) which the Customer has or obtains in the securities, cash or other property standing to the credit of the Customer Accounts set out in Schedule 2 but excluding any Customer Client Account;
“Customer Secured Assets”	means the Customer Account Secured Assets and all Related Rights;

"Default"	means (unless such payment has been disputed by the Broker or the Customer) a failure by the Customer to fulfil any material Customer Obligation within 30 Business Days of receiving a Default Notice and BNPPSS provides no less than 5 Business Days' written notice to the Customer and Broker indicating its intention to terminate the Clearing Agreement, the Disclosure Statement and/or Custody Agreement. For the purposes of this definition, a material Customer Obligation shall be deemed to be any Customer Obligation, excluding the payment of any Fee (as defined separately in each of the Disclosure Statement and the Custody Agreement) payable under the Disclosure Statement or Custody Agreement respectively and including, but not limited to, any failure by the Customer to pay any Collateral (as defined under the Disclosure Statement) as is required by BNPPSS from time to time pursuant to the Disclosure Statement;
"Default Notice"	means a written notice sent by BNPPSS to the Customer notifying that the Customer has failed to pay or perform any Customer Obligation when due and requiring the Customer to remedy its breach or failure;
"Disclosure Statement"	means the Disclosure Statement – Clearing Agency Agreement entered into by BNPPSS, the Customer and the Broker on the date of this Deed (as amended, modified, supplemented, replaced or otherwise altered from time to time);
"PPS Register"	means the Personal Property Securities Register established under the PPSA;
"PPS Security Interest"	means a security interest that is subject to the PPSA;
"PPSA"	means the <i>Personal Property Securities Act 2009</i> (Cth);
"Receiver"	shall have the meaning given to it in clause 2.7;
"Related Rights"	means, in relation to Customer Account Secured Assets: <ul style="list-style-type: none"> (a) the proceeds of sale of any part of any Customer Account Secured Assets (unless withdrawn from the Cash Account); (b) all rights under any licence, agreement for sale or agreement for lease in respect of any Customer Account Secured Assets; (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of any Customer Account Secured Assets; and (d) any monies and proceeds paid or payable in respect of any Customer Account Secured Assets (unless withdrawn from the Cash Account);

“Regulatory Authority”	means any governmental, regulatory, supervisory or tax body or stock exchange with jurisdiction over the person concerned;
“Relevant Law”	as the context may require is a reference to the laws, rules, regulations, codes, guidance notes, policy issued by any Regulatory Authority, whether having the force of law or otherwise, applicable in New South Wales;
“Securities Account”	means a “Securities Account” established pursuant to the Custody Agreement; and
“Security Interest”	means any mortgage, charge, pledge, lien, assignment by way of security, trust, proprietary interest, contractual arrangement which has the same commercial effect as the creation of security, right of set-off or other security interest of any kind and includes any PPSA Security Interest;

1.2 In this Deed unless the context requires otherwise:

- 1.2.1 the contents and clause and schedule headings are inserted for convenience only and do not affect its interpretation;
- 1.2.2 a reference to a clause, sub-clause, recital or schedule is a reference to a clause, sub-clause or recital of, or schedule to, this Deed unless stated otherwise within such reference;
- 1.2.3 in the event of any inconsistency between the provisions of a schedule and the remainder of this Deed the latter shall prevail;
- 1.2.4 a reference to this Deed or another instrument includes any variation or replacement of either of them;
- 1.2.5 a reference to a statute or statutory provision includes a reference:
 - (i) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 a reference to a person includes a reference to a firm, a body corporate, an unincorporated association or authority;
- 1.2.8 if a period of time is specified and dates from a given day or the date of an act or event, it is to be

calculated exclusive of that day. Where no specific period of time is designated for the carrying out of an obligation by a Party within this Deed then that Party shall endeavour to fulfil such obligation within a reasonable period of time;

- 1.2.9 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.10 reference to any Australian legal term for any action, remedy, methods or judicial proceedings, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Australia is deemed to include what most nearly approximates in that jurisdiction to the Australian legal term;
- 1.2.11 a reference to writing includes faxes and any other method of reproducing words in a legible and non-transitory form but does not include e-mail.

2 Security Interest

- 2.1 As continuing security for the proper payment or discharge of the Customer Obligations, the Customer hereby grants a security interest to BNPPSS over all rights the Customer has or may have now or in the future in respect of the Customer Secured Assets. The security interest granted under this clause 2.1 is a PPS Security Interest.
- 2.2 Subject to the Relevant Law, upon termination of the Disclosure Statement and the full discharge of the Customer Obligations, BNPPSS shall, at the request of the Customer, take whatever action that is necessary to release the Customer Secured Assets.
- 2.3 To secure repayment of the Customer Obligations (whether actual or contingent), BNPPSS shall, in addition to any other rights to which BNPPSS may be entitled under this Deed, the Custody Agreement, the Disclosure Statement and the Clearing Agreement, have a right to withhold redelivery to, or to the order of, the Customer, respectively, the Customer Secured Assets, including without limitation a continuing lien and general right of retention in respect of the Customer Secured Assets.
- 2.4 Without limiting the foregoing Security Interests, where BNPPSS incurs obligations in respect of particular securities which have been purchased in respect of a particular Clearing Transaction or particular Clearing Transactions contemplated herein, BNPPSS shall (subject to the terms of the No Lien Letter as defined in the Custody Agreement) have a specific lien over those particular securities until discharge of those obligations.
- 2.5 The Customer shall not create or permit to exist any Security Interest over, or in relation to, any Customer Secured Assets, other than the Security Interest created under this Deed.

- 2.6 Subject to clause 2.5, until a Default has occurred the Customer shall have the right to freely use the Customer Secured Assets in the ordinary course of business.
- 2.7 At any time, subject to clause 2.20, after a Default occurs and after the effective designation of a Termination Date under the Disclosure Statement, in respect of which BNPPSS is the Terminating Party (as defined in the Disclosure Statement) and a Balance that is payable by the Customer to BNPPSS has been determined in respect of such Termination Date, BNPPSS may, without demand, legal process, prior authorisation from any court or any other action with respect to the Customer, enforce the Security Interest created by this Deed (the “**Enforcement**”) by:
- (i) first, applying any cash (in any currency) forming part of the Customer Secured Assets, in or towards payment or discharge of any Customer Obligations which are outstanding after set-off and close-out netting under the Disclosure Statement have been applied and which have not been paid in full to BNPPSS; and
 - (ii) thereafter:
 - (A) appointing a receiver (a “**Receiver**”) over the Customer Secured Assets (and may from time to time fix his remuneration (which shall be of such reasonable amount as may be agreed from time to time between BNPPSS and such Receiver));
 - (B) going into possession of, receiving the benefit of or selling the Customer Secured Assets, exercising a right of set-off or in any other way it may decide; and/or
 - (C) taking any other action it may reasonably decide in any jurisdiction other than Australia.
- 2.8 Upon Enforcement, BNPPSS and any Receiver will have the right to exercise the powers set out in Schedule 1 in relation to the Customer Secured Assets. The rights of BNPPSS and any Receiver under this clause 2 shall be without prejudice to any rights or remedies available to BNPPSS and any Receiver under any Relevant Law.
- 2.9 A Receiver may only be appointed in writing. BNPPSS may remove or replace any Receiver with prior written notice to the Customer (to the extent that BNPPSS is reasonably able to provide such prior notice) as soon as reasonably practicable. A Receiver so appointed shall be the agent of the Customer, and the Customer shall be solely responsible for his remuneration.
- 2.10 The Customer shall, at its own expense, promptly do all such acts and execute all such documents as BNPPSS may reasonably require (and in such form as BNPPSS may reasonably require in favour of BNPPSS or its nominee(s)) for:

- 2.10.1 creating, perfecting (including, subject to clause 2.6, by control) or protecting any Security Interest created or intended to be created in respect of the Customer Secured Assets, by or pursuant to this Deed or the priority of any Security Interest created or intended to be created in respect of the Customer Secured Assets, by or pursuant to this Deed;
- 2.10.2 upon Enforcement, facilitating the realisation of the Customer Secured Assets;
- and this includes, without limitation:
- (a) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance in respect of any Customer Secured Assets, whether to BNPPSS or its nominee (in such form reasonably satisfactory to BNPPSS); or
 - (b) the giving of any notice, order or direction and the making of any filing or registration.
- 2.11 None of BNPPSS or a Receiver or any of their directors, employees or agents will be liable or responsible to the Customer for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Customer Secured Assets, except to the extent caused by its own negligence, wilful default or fraud.
- 2.12 The Security Interest created by this Deed in respect of the Customer Secured Assets will continue until all Customer Obligations have been unconditionally and irrevocably paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part and notwithstanding any other provisions of the Custody Agreement, Disclosure Statement and the Clearing Agreement. If any payment by the Customer or any release given by BNPPSS (whether in respect of the Customer Obligations, any security for them or otherwise, as applicable) is avoided or reduced as a result of insolvency or any similar event:
- 2.12.1 the liability of the Customer, as applicable, under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - 2.12.2 BNPPSS shall be entitled to recover the value or amount of that security or payment from the Customer, as applicable as if the payment, release, avoidance or reduction had not occurred.
- 2.13 Upon Enforcement following a Default, BNPPSS may (without prejudice to any other right or remedy available to it pursuant to the Custody Agreement, the Disclosure Statement, the Clearing Agreement or otherwise) take such action in relation to any Clearing Transaction as BNPPSS may, in its discretion, consider necessary, desirable or expedient to comply with or perform, cancel or satisfy any such Clearing Transaction or to protect the position of BNPPSS.

- 2.14 Upon Enforcement following a Default, the Customer, by way of security, hereby irrevocably appoints BNPPSS to be its attorney and in its name and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, mortgages and things as may be, or as BNPPSS may reasonably consider to be, requisite to discharge obligations imposed on the Customer under this Deed or for enabling BNPPSS to exercise any right, power or discretion under or pursuant to this Deed (including without limitation its power of sale or other disposal or conversion) or for carrying into effect any sale or other disposal or conversion made under any such power, or for exercising any right, power or discretion under or pursuant to this Deed from time to time attaching to any part of the Customer Secured Assets. The Customer hereby undertakes to ratify and confirm all things done and documents executed by BNPPSS in the exercise or purported exercise of the power of attorney conferred by this clause 2.14.
- 2.15 If required under relevant law applicable to the Customer, the Customer shall deliver or procure to be delivered to the registrar of companies established in the jurisdiction within which the Customer is incorporated ("**Customer Jurisdiction**") (and subject to the laws of the Customer Jurisdiction concerning the registration of charges) this Deed and the prescribed particulars thereof as soon as reasonably practicable and in any event within the time period for the registration of charges required under the laws of the Customer Jurisdiction and the Customer shall, promptly on the issue thereof, deliver or procure to be delivered to BNPPSS the certificate of registration issued by the registrar of companies pursuant to such delivery.
- 2.16 The Customer covenants with BNPPSS, promptly on demand, to pay all reasonable costs and expenses incurred by BNPPSS or by any Receiver appointed under this Deed in the exercise or purported exercise of any powers, rights or remedies conferred by this Deed upon Enforcement or which BNPPSS or such Receiver shall reasonably incur upon Enforcement in or about the preservation or attempted preservation of this Security Interest or the preservation, recovery or realisation or attempted preservation, recovery or realisation of all or any part of the Customer Secured Assets.
- 2.17 None of the provisions contained in this Deed shall prejudice or adversely affect any general or special lien (including any right of sale) or right to set-off to which BNPPSS is or may by Relevant Law or otherwise be entitled to with respect to the Customer Secured Assets.
- 2.18 The rights and powers of BNPPSS under this Deed are cumulative and not exclusive of any right or power provided under law.
- 2.19 BNPPSS agrees that it will at all times act reasonably and in good faith in exercising or purporting to exercise any power, discretion or authority under this Deed.

- 2.20 In the event that BNPPSS exercises any right under this Deed, including but not limited to a right of sale of the Customer Secured Assets, it shall do so in accordance with Relevant Law and only after set-off and close-out netting under the Disclosure Statement have been applied, and BNPPSS must only sell such part of the Customer Secured Assets at the current market value of which is necessary to discharge an amount (the “**Sale Amount**”) equal to the Customer Obligations still outstanding after the application of the set-off and close-out netting under the Disclosure Statement. BNPPSS shall endeavour to give notice of such sale to the Customer, where possible, prior to such sale or if prior notice is not possible, as soon as reasonably practicable thereafter. If the amount received by BNPPSS from the sale of any relevant Customer Secured Assets exceeds the Sale Amount, such excess shall be paid to the Customer.
- 2.21 BNPPSS, but not the Customer, may assign or transfer all or any of the rights, interests or obligations under this Deed to the extent only to the permitted assignee of its rights and obligations under the Custody Agreement and the Disclosure Statement.

3 Representations, warranties and undertakings

- 3.1 The Customer represents, warrants and undertakes to BNPPSS on the date of this Deed as a continuing representation, warranty and undertaking until termination of this Deed, and which shall be deemed to be repeated on each occasion an Authorised Instruction / Instruction (as defined in the Custody Agreement and Disclosure Statement) is given to BNPPSS and on each occasion a Clearing Transaction is cleared by BNPPSS under the Clearing Agreement, that:
- 3.1.1 it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be);
 - 3.1.2 this Deed has been duly authorised, executed and delivered on its behalf and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
 - 3.1.3 all necessary authorisations (including any regulatory or governmental consents or approvals) to enable or entitle it to enter into and perform its obligations under this Deed and to carry on its business have been obtained and are in full force and effect and will remain in such force and effect at all times during the term of this Deed; and
 - 3.1.4 the signing, delivery or performance of this Deed and the giving of instructions pursuant to this Deed do not and will not contravene or violate:
 - (a) any Relevant Law applicable to it;
 - (b) the rights of any third parties in respect of it; or

- (c) any agreement to which it is a party.

4 Notices

- 4.1 Except as otherwise provided in the Service Level Description (as defined in the Custody Agreement or the Disclosure Statement) a notice, approval, consent or other communication in connection with this Deed shall be in writing, in English, and shall be delivered personally, sent by mail (and air mail if overseas), or by email to the following addresses or email below, and marked for the attention of the following contacts (or to such address, contact or email address as may be specified in writing by the Party to whom such notice is to be given):

- (a) BNPPSS:

BNP Paribas Securities Services, Australian branch
Level 6, BNP Paribas Centre, 60 Castlereagh Street, Sydney, New South Wales
Attention: LCC Account Management
Telephone: +61 2 92220491
Email: lcc.accountmgt@au.bnpparibas.com

- (b) Customer

Barclays Capital Securities Limited
c/o Barclays Capital Asia Limited
41/F, Cheung Kong Center, 2 Queen's Road Central, Hong Kong
Attention: Network Management Asia
Telephone: +852 2903 2000
Email: NWMAAsia@barclays.com

- 4.2 In the absence of evidence of earlier receipt, any notice shall be deemed to have been duly given and effective:

- (a) if delivered personally, by courier or registered mail, on the date it is delivered to the relevant address; and
(b) if sent by email, on the date it is delivered to the relevant email address,

unless the date of that delivery is not a Business Day or the notice is delivered after the close of business on a Business Day, in which case that notice will be deemed given and effective on the first following day that is a Business Day.

5 No waiver

No failure, omission or delay by BNPPSS in exercising, and no partial or attempted exercise of, any right or power conferred on it under this Deed shall impair, or be construed as a waiver of, such right or power and no waiver by BNPPSS of any default or breach by the Customer in the performance of any obligations under this Deed shall prejudice the rights of BNPPSS in respect of any subsequent default or breach (whether or not of a different nature from the previous default or breach).

6 Severability

Each provision of this Deed is severable and distinct from the others. If a provision of this Deed is, or becomes, to any extent illegal, invalid or unenforceable, it shall to that extent be deemed not to form part of this Deed but that will not affect the legality, validity or enforceability of any other provision of this Deed, which shall continue in force and effect provided that the operation of this clause 6 would not negate the commercial intent and purposes of the Parties under this Deed.

7 Deed to bind successors

This Deed shall not be discharged, released or otherwise affected by the insolvency or liquidation of the Customer but will bind the successors of the Customer and shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the corporation by which the business of BNPPSS may from time to time be carried on and shall be available to the corporation carrying on that business for the time being.

8. PPSA

8.1 PPSA further steps

8.1.1 In this clause 8, terms not defined in clause 1.1 (*Interpretation*) have the meanings given to them in the PPSA.

8.1.2 subject to clause 2.6, the Customer agrees to do anything within its power and control (such as depositing documents relating to the property secured by the security interest, obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which BNPPSS reasonably requests and which is necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected (including, where reasonably possible, by control or possession in addition to registration) and otherwise effective; or

(b) enabling BNPPSS to apply for any registration, give any notification, or take any other step, in connection with the security interest so that the security interest has the highest ranking priority reasonably required by BNPPSS at the relevant time for the purposes of the PPSA with respect to the relevant secured property; or

(c) enabling the relevant secured party to exercise rights in connection with the security interest.

8.1.3 If the Customer fails to take any action required under clause 8.1.2, BNPPSS may to the maximum extent that is legally possible take such reasonable action on behalf of the Customer that is necessary for the purposes set out in clause 8.1.2, and the Customer authorises BNPPSS to take that action on its behalf.

8.1.4 The Customer consents to BNPPSS making one or more registrations or filings with respect to the Security Interest under this document with any government agency or register maintained by a government agency, including on the PPS Register or any other register that BNPPSS chooses and any registration or filing required to ensure that the Security Interest is and remains fully effective or perfected (or both), and BNPPSS agrees to provide to the Customer with a copy of the relevant verification statement in connection with any registration or filing it does with respect to the Security Interest.

8.1.5 The Customer must:

(a) give BNPPSS all information that BNPPSS reasonably requires in connection with making the registrations in 8.1.4 including without limitation if any ABN or ARBN is allocated to it upon BNPPSS' reasonable request;

(b) give BNPPSS:

(i) at least 10 Business Days' prior notice of any change to the name of the Customer, together with details of the proposed new name; and

(ii) at least 10 Business Days' prior notice before anything happens in respect of the Customer or any Customer Secured Assets that would cause any information in a financing statement in relation to a PPS Security Interest granted in clause 2.1 to be different were it to be re-registered; and

- (c) subject to clause 2.6, to the extent that any Customer Secured Assets are of a type in which a security interest can be perfected by control under the PPSA, do anything that BNPPSS may require to enable it to perfect its Security Interest by control.

8.2 *Indemnity*

The Customer indemnifies BNPPSS for all reasonable costs and expenses incurred by BNPPSS under this clause 8, provided such costs and expenses are not the result of the negligence, willful default or fraud of BNPPSS. The Customer agrees to pay amounts due under this clause 8.2 on demand from BNPPSS.

8.3 *Exclusion of PPSA provisions*

To the extent the law permits:

8.3.1 for the purposes of s115(1) and 115(7) of the PPSA:

- (a) BNPPSS need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
- (b) sections 142 and 143 are excluded;

8.3.2 for the purposes of s115(7) of the PPSA, BNPPSS need not comply with sections 132 and 137(3); and

8.3.3 if the PPSA is amended after the date of this Deed to permit BNPPSS and the Customer to agree to exclude other provisions of the PPSA, BNPPSS may agree with the Customer that any of these provisions are excluded or that BNPPSS need not comply with any of those provisions as agreed with the Customer by BNPPSS.

8.4 *No notice required unless mandatory*

To the extent the law permits, the Customer waives:

8.4.1 its rights to receive any notice required under any provision of the PPSA (excluding a notice of a verification statement) or any other law before a secured party or Receiver exercises a right, power or remedy; and

8.4.2 any time period that must otherwise lapse under any other law before BNPPSS exercises a right, power or remedy.

If the law which requires a period of notice or a lapse of time to be given cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits BNPPSS or any Receiver from giving a notice under the PPSA or any other law.

8.5 *Exercise of rights by Secured Party*

If BNPPSS exercises a power, right, discretion or remedy in connection with this document, that exercise is taken not to be an exercise of a power, right, discretion or remedy under the PPSA unless BNPPSS states otherwise at the time of exercise. However, this clause 8.5 does not apply to a power, right, discretion or remedy which can only be exercised under the PPSA.

8.6 *Non-disclosure of information mentioned in section 275(1) of the PPSA*

8.6.1 The parties agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. The Customer must obtain BNPPSS's consent before authorising the disclosure of information under section 275(7)(c) of the PPSA or requesting information under section 275(7)(d) of the PPSA. Nothing in this clause 8.6.1 prevents any disclosure by BNPPSS that it believes is necessary to comply with its other obligations under the PPSA.

8.6.2 To the extent that it is not inconsistent with clause 8.6.1 constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPSA, the Customer agrees that BNPPSS may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that BNPPSS is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

8.6.3 The Customer agrees not to exercise its rights under section 275 of the PPSA, or to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section (but this does not limit the Customer's rights to request information other than under section 275).

9 *Governing law and jurisdiction*

9.1 This Deed and any non-contractual obligations arising out of it shall be governed by and construed in

accordance with New South Wales law and each of the Parties irrevocably agrees that the courts of New South Wales are to have exclusive jurisdiction to determine any disputes which may arise out of or in connection with this Deed and any non-contractual obligations arising out of or in connection with this Deed and that accordingly any proceedings may be brought in such courts.

- 9.2 The Customer irrevocably appoints Mertons Corporate Services Pty, Level 7, 330 Collins Street, Melbourne, Victoria, 3000 as its agent to receive on its behalf in Australia service of any proceedings under clause 8.1. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Customer) and shall be valid until such time as BNPPSS has received prior written notice from the Customer that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in Australia, the Customer shall forthwith appoint a substitute and deliver to BNPPSS the new agent's name, address and fax number within Australia.
- 9.3 Each Party irrevocably consents to any process in any legal action or under clause 8.1 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

10 Contractual recognition of bail-in

BNPPSS acknowledges and agrees that notwithstanding any other term of this Deed or any other agreement, arrangement or understanding with the Customer or any of its liabilities, as the Bank of England (or any successor resolution authority) may determine, arising under or in connection with this Deed may be subject to **"Bail-In Action"** (as defined below) and the BNPPSS accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to such liability, including (without limitation):
 - (i) reduction, in full or in part, of any amount due in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, Customer; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of this Deed to the extent necessary to give effect to Bail-In Action in relation to any such liability

"Bail-In Action" means the exercise by the Bank of England (or any successor resolution authority) of any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period and together with any power to terminate and value transactions) under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the United Kingdom relating to the transposition of the European Banking Recovery and Resolution Directive as amended from time to time, including but not limited to, the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder,

pursuant to which our obligations (or those of our affiliates) can be reduced (including to zero), cancelled or converted into shares, other securities, or other obligations of ours or any other person.

11 Stay recognition

11.1 BNPPSS and the Customer agree that if a:—

(i) *“crisis prevention measure”*;

(ii) *“crisis management measure”*; or

(iii) *“recognised third-country resolution action”*

is taken in relation to the Customer or any *“member”* of the same *“group”* as the Customer, BNPPSS shall be entitled to exercise *“termination rights”* under, or rights to enforce a *“security interest”* in connection with, this Deed, to the extent that it would be entitled to do so under the *“Special Resolution Regime”* if this Deed were governed by the laws of any part of the *“United Kingdom”*.

11.2 Words and phrases in quotation marks and italics have the meaning given to them in or pursuant to the final rules contained in Appendix 1 to the Prudential Regulation Authority’s Policy Statement 25/15 (the **“PRA Rule”**) and this Clause 11 shall be interpreted in accordance with the PRA Rule; provided that, for the purposes of clause (a) above, Section 48Z of the U.K. Banking Act 2009 is to be disregarded to the extent that it relates to a *“crisis prevention measure”* other than the making of a *“mandatory reduction instrument”* by the Bank of England under section 6B of the U.K. Banking Act 2009.

IN WITNESS WHEREOF this Deed has been executed as a deed and delivered on the day and year first before written.

Executed for and on behalf of **BNP Paribas Securities Services**, operating through its Australia branch ARBN 149 440 291 under Power of Attorney by its undersigned attorneys, who have not received notification of its revocation.



Signature of Attorney

DARYL CRICH

Name (print)



Signature of Attorney

NIGAS LE CRICH

Name (print)

SIGNED AND DELIVERED by BARCLAYS CAPITAL SECURITIES LIMITED

In the presence of:

Signature of Witness

Name of Witness

Signature of authorised signatory

Name of authorised signatory

Title

IN WITNESS WHEREOF this Deed has been executed as a deed and delivered on the day and year first before written.

Executed for and on behalf of **BNP Paribas Securities Services**, operating through its Australia branch ARBN 149 440 291 under Power of Attorney by its undersigned attorneys, who have not received notification of its revocation.

Signature of Attorney

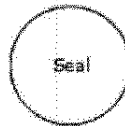
Signature of Attorney

Name (print)

Name (print)

SIGNED, SEALED AND DELIVERED by BARCLAYS CAPITAL SECURITIES LIMITED

In the presence of:



Signature of Witness

Signature of authorised signatory

GEORGINA COLLIER

Name of Witness

DAN HICKON

Name of authorised signatory

VICE PRESIDENT

Title

SCHEDULE 1

Powers of BNPPSS and Receiver

At any time upon Enforcement, BNPPSS and any Receiver will have the following powers in relation to the Customer Secured Assets:

- 1) to take possession of, collect and get in all or any of the Customer Secured Assets and to take, defend or abandon any proceedings in respect of the Customer Secured Assets in the name of the Customer or otherwise as may seem expedient;
- 2) to sell by public auction or private contract or otherwise dispose of or deal with all or any of the Customer Secured Assets, in such manner, for such consideration and generally on such terms and conditions as he may think fit, with full power to convey or otherwise transfer such Customer Secured Assets, in the name of Customer or other estate owner, as applicable. Any such consideration may be cash, debentures or other obligations, shares, stock or other consideration and may be payable immediately or by instalments spread over such period or periods as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment and discharge of the Customer Obligations, as applicable;
- 3) to make any arrangement, settlement or compromise or enter into, vary, perform, repudiate, rescind or cancel, abandon or disregard any contracts relating to the Customer Secured Assets, which he shall think expedient in the interests of BNPPSS;
- 4) to sign any document, execute any deed and do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers in this Schedule or to the realisation of this security and to use the name of the Customer for all the above purposes;
- 5) to raise or borrow money on the security of any Customer Secured Asset, in such manner as BNPPSS thinks fit in its absolute discretion;
- 6) to redeem, discharge and/or compromise any security, whether or not having priority, over any Customer Secured Asset;
- 7) to exchange any Customer Secured Asset, or give receipts in respect of any Customer Secured Assets;

- 8) to execute any assurance or thing which may be proper or desirable for realising the Customer Secured Assets;
- 9) delegate its rights and powers under this Deed;
- 10) pay all calls and make all other payments when due in respect of any shares or equity interests constituting any Customer Secured Assets;
- 11) exercise all rights of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement in respect of any Customer Secured Assets;
- 12) to appoint, dismiss, employ and remunerate any person for any of the above purposes and/or to guard or protect the Customer Secured Assets, for such period as he may determine and to dismiss the same;
- 13) to promote the formation of companies with a view to the same purchasing all or any of the Customer Secured Assets, or otherwise;
- 14) generally on behalf and at the cost of the Customer (notwithstanding liquidation of the Customer, or any event analogous thereto) to do or omit to do anything which the Customer could do or omit to do in relation to all or any part of the Customer Secured Assets as if he were the absolute beneficial owner of that Customer Secured Asset;
- 15) apply money received by BNPPSS or the Receiver under or because of this document, after satisfaction of any claims that BNPPSS or the Receiver is aware is a claim that ranks in priority to the Security Interest granted in clause 2.1, in the order that BNPPSS or the Receiver determines in its absolute discretion, subject to any applicable law to the contrary (for example, section 140 of the PPSA, where relevant).

SCHEDULE 2

Customer Accounts forming part of the Customer Secured Assets

Securities / Cash Account	Account Number	Account Name
Securities	[REDACTED]	BCSL Firm Equities Acct
Cash	[REDACTED]	BCSL Firm Acc - AUD