

MG01

Particulars of a mortgage or charge



01085 3/13

A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

- ☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.
- ☐ What this form is NOT for
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

WEDNESDAY



A23 06/01/2010 154
COMPANIES HOUSE

1 Company details

Company number 1 7 6 3 2 9 7
Company name in full Citigroup Global Markets Limited (the "Pledgor" or "Counterparty")

143 For official use
→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 3 0 1 2 2 0 0 9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description A pledge agreement entered into by the Pledgor with Itaú Unibanco S.A., acting through its Grand
Cayman Branch ("Itaú") (the "Pledge Agreement")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured The obligations of the Counterparty to make payments and deliveries
to Itaú in connection with the Repo Confirmation and the Note Option
Confirmation (the "Secured Obligations")

Continuation page
Please use a continuation page if
you need to enter more details.

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	Itaú Unibanco S.A., acting through its Grand Cayman Branch,
Address	P.O. Box 1034 KY1-1102, Harbour Place, 4th Floor, 103 South Church Street, Grand Cayman, Cayman Islands
Postcode	K Y 1 - 1 1 0 2
Name	
Address	
Postcode	

Continuation page
Please use a continuation page if you need to enter more details.

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

All of the Counterparty's right, title and interest in, whether owned by Counterparty as at the date of the Pledge Agreement or thereafter acquired and whether existing as at the date of the Pledge Agreement or thereafter coming into existence, the balance from time to time in the Escrow Account (the "Collateral").

NOTES:

1. ESCROW ACCOUNT

Counterparty will cause to be established at USB the Deposit Account and the Securities Account into which there will be deposited cash and securities with an aggregate value of \$120,000,000.00 pursuant to the Escrow Agreement. The balance in the Accounts shall constitute the Collateral under the Pledge Agreement and shall not constitute payment of the Secured Obligations until applied as provided in the Pledge Agreement.

2. RESTRICTIONS ON DEALING

2.1. Withdrawal by Itaú. Upon an Event of Default with respect to Counterparty, Itaú shall be authorized to debit, or have debited, the Accounts in the amount of the defaulted obligation (or if the defaulted obligation is the delivery of a number of securities, then the debit shall be for the cash value thereof) under the Repo Confirmation and/or the Note Option Confirmation. In the absence of an Event of Default with respect to Counterparty, Itaú will not be entitled to withdraw cash or securities from the Accounts.

2.2. Withdrawal by Counterparty. Counterparty will not be entitled to request any withdrawal of cash or securities or to receive funds from the Accounts unless and until the Pledge Agreement has terminated in accordance with Section 5.07 of the Pledge Agreement.

2.3. Collateral. Unless and until an Event of Default has occurred and is continuing, Counterparty shall be entitled to receive and retain interest on the Collateral paid in Cash.

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6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Construction:</p> <p>Unless a contrary indication appears a reference in this Form MG01 to any "Counterparty", "Itaú", "USB" or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees in accordance with the Pledge Agreement.</p> <p>In this Form MG01 the following definitions shall apply:</p> <p>"Accounts" means the Deposit Account and the Securities Account.</p> <p>"Deposit Account" means a cash escrow account caused to be established by Counterparty at USB.</p> <p>"Escrow Account" means the Accounts.</p> <p>"Escrow Agreement" means the escrow agreement among Itaú, Counterparty and USB, dated as of the date of the Pledge Agreement (as amended from time to time).</p> <p>"Event of Default" means any event occurring with respect to Counterparty that is defined as an "Event of Default" under the Repurchase Agreement or the failure by Counterparty to make any payment in accordance with the Note Option Confirmation.</p> <p>"Global Master Repurchase Agreement" means the global master repurchase agreement dated as of 24 June 2009 (as amended, modified and supplemented and in effect from time to time, including on the date of the Pledge Agreement).</p> <p>"Note Option Confirmation" means the note option confirmation effective as of 30 December 2009.</p> <p>"Repo Confirmation" means the repo confirmation between Itaú and Counterparty effective as of 30 December 2009 as amended from time to time pursuant to the Global Master Repurchase Agreement.</p> <p>"Repurchase Agreement" means the Repo Confirmation and the Global Master Repurchase Agreement.</p> <p>"Securities Account" means a securities account caused to be established by Counterparty at USB.</p> <p>"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.</p> <p>"USB" means U.S. Bank National Association.</p>

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X *Jason Wilkinson* X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name JASON WILKINSON

Company name DEBEVOISE & PLIMPTON LLP

Address TOWER 42

OLD BROAD STREET

Post town LONDON

County/Region

Postcode E C 2 N 1 H Q

Country UNITED KINGDOM

DX

Telephone 020 7786 9145



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1763297
CHARGE NO. 43

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 30
DECEMBER 2009 AND CREATED BY CITIGROUP GLOBAL
MARKETS LIMITED FOR SECURING THE OBLIGATIONS OF THE
COMPANY TO MAKE PAYMENTS AND DELIVERIES TO ITAU
UNIBANCO S.A., ACTING THROUGH ITS GRAND CAYMAN
BRANCH IN CONNECTION WITH THE REPO CONFIRMATION
AND THE NOTE OPTION CONFIRMATION (THE "SECURED
OBLIGATIONS") WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2010

P. Selby



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES