

Clause from Syndicated Loan Agreement between International Assets Holding Corporation and Bank of America and other Lenders (October 1, 2010) available at [http://www.sec.gov/Archives/edgar/data/913760/000118143110053284/rrd289999\\_33283.htm](http://www.sec.gov/Archives/edgar/data/913760/000118143110053284/rrd289999_33283.htm) (edited to remove references to letter of credit).

### 3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Eurodollar Rate)..;

(ii) subject any Lender... to any tax of any kind whatsoever with respect to this Agreement... or any Eurodollar Rate Loan made by it, or change the basis of taxation of payments to such Lender.. in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 3.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender.); or

(iii) impose on any Lender ..or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Rate Loans made by such Lender...;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan the interest on which is determined by reference to the Eurodollar Base Rate (or of maintaining its obligation to make any such Loan)... or to reduce the amount of any sum received or receivable by such Lender... hereunder (whether of principal, interest or any other amount) then, upon request of such Lender.. the Borrowers will pay to such Lender ... such additional amount or amounts as will compensate such Lender ... for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender... determines that any Change in Law affecting such Lender... or any Lending Office of such Lender or such Lender's.. holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's ...capital or on the capital of such Lender's... holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender... to a level below that which such Lender ...or such Lender's... holding company could have achieved but for such Change in Law (taking into consideration such Lender's... policies and the policies of such Lender's... holding company with respect to capital adequacy), then from time to time the Company will pay (or will cause the UK Borrower to pay) to such Lender... such additional amount or amounts as will compensate such Lender ...or such Lender's ...holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender... setting forth the amount or amounts necessary to compensate such Lender... or its holding company... as specified in subsection (a) or (b) of this Section and delivered to the Company shall be conclusive absent manifest error. The Company shall pay (or shall cause the UK Borrower to pay) such Lender... the amount shown as due on any such certificate within ten days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender... to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's ...right to demand such compensation.