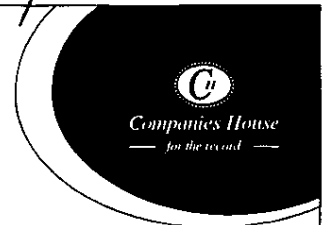


MG01

Particulars of a mortgage or charge

709699 / 29



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
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



A221NQSQ

A06

12/02/2013

#198

COMPANIES HOUSE

1 Company details

Company number 0 1 2 9 2 8 5 1

Company name in full E D & F Man Capital Markets Limited (the "Chargor")

☒ ☐ ☐ 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 d 0 d 4 m 0 m 2 y 2 y 0 y 1 y 3

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 Real Time Margin Deed between the (1) Chargor and (2) Morgan Stanley & Co LLC (the
"Chargee") dated 4 February 2013 (the "Real Time Margin Deed")

4 Amount secured

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

Amount secured All present and future obligations of the Chargor under the Specified
Agreements, whether present or future, ascertained or unascertained,
contingently due or otherwise, including, without limitation, all costs,
expenses, claims and losses incurred by the Secured Parties in
connection with the enforcement of any of the Specified Agreements
and/or the Security Interest created under the Real Time Margin
Deed

[Please see the attached continuation sheet for the definitions of
capitalised terms used in this Part 4]

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="341 365 1037 392">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="341 421 1410 483">"English Security Deed" means that certain English security deed dated as of 4 February 2013, between the Chargor and MSIP, as may be amended or supplemented from time to time</p> <p data-bbox="341 521 1390 584">"Financing Agreement" means that certain financing agreement dated as of 4 February 2013, between the Chargor and MSIP, as may be amended or supplemented from time to time</p> <p data-bbox="341 622 1469 716">"Futures Agreement" means that certain commodity futures customer agreement dated as of 28 August 2012 between the Chargee and Chargor, as may be amended or supplemented from time to time</p> <p data-bbox="341 754 1465 851">"Implementation Agreement" means the FX customer financing implementation agreement dated as of 4 February 2013 and made among the Chargor, the Chargee and MSIP, as the same may be amended or supplemented from time to time</p> <p data-bbox="341 889 943 916">"MSIP" means Morgan Stanley & Co International plc</p> <p data-bbox="341 954 1469 1050">"New York Security Agreement" means that certain New York security agreement dated as of 4 February 2013, between the Chargor, the Chargee and MSIP, as may be amended or supplemented from time to time</p> <p data-bbox="341 1088 1469 1220">"OTC Agreement" means the ISDA Master Agreement, together with any schedule and credit support annex thereto, dated as of August 28, 2012, between the Chargee and the Chargor, as may be amended or supplemented from time to time (including, without limitation, as amended by the OTC Agreement Amendment)</p> <p data-bbox="341 1258 1417 1321">"OTC Agreement Amendment" means the OTC agreement amendment dated 4 February 2013, between the Chargee and Chargor</p> <p data-bbox="341 1359 1390 1422">"Relevant FX Prime Brokerage Agreement" means that certain customer FX prime brokerage agreement dated as of 28 August 2012 between the Chargee and Chargor</p> <p data-bbox="341 1460 1477 1659">"Security Interest" means any mortgage or sub-mortgage, security interest, fixed or floating charge or sub-charge, pledge, lien, right of set-off, assignment or assignation by way of security or subject to a proviso for redemption, encumbrance, hypothecation, retention of title, or any other similar interest or claim whatsoever howsoever created or arising and its equivalent or analogue whatever called in any other jurisdiction, and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement)</p> <p data-bbox="341 1697 884 1724">"Secured Parties" means the Chargee and MSIP</p> <p data-bbox="341 1762 1445 1825">"Security Agreements" means the New York Security Agreement, the Real Time Margin Deed and the English Security Deed</p> <p data-bbox="341 1863 1406 1960">"Specified Agreements" means the Implementation Agreement, the Financing Agreement, the Futures Agreement, the OTC Agreement, the Security Agreements and the Relevant FX Prime Brokerage Agreement, each as amended and supplemented from time to time</p>	

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	Morgan Stanley & Co LLC		
Address	1585 Broadway, New York, New York 10036-8293		
	USA		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Name			
Address			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
6	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>The Chargor, with full title guarantee</p> <p>(i) mortgages, charges and pledges, and agrees to mortgage, charge by way of first fixed charge, and pledge, all Posted Collateral (other than Posted Collateral in the form of Cash),</p> <p>(ii) to the fullest extent permitted by law, charges and agrees to charge by way of first fixed charge all Posted Collateral in the form of Cash, and</p> <p>(iii) assigns and agrees to assign the Assigned Rights,</p> <p>in each case in favour of the Chargee as trustee for the Secured Parties (including the Chargee)</p> <p>Where</p> <p>"Assigned Rights" means all rights relating to the Posted Collateral which the Chargor may have now or in the future against the Chargee or any third party, including, without limitation, any rights to delivery of a security of the appropriate description which arises in connection with (a) any Posted Collateral being transferred to a clearance system or financial intermediary or (b) any interest in or to any Posted Collateral being acquired while that Posted Collateral is in a clearance system or held through a financial intermediary</p> <p>"Cash" means USD</p> <p>"Distributions" means, with respect to any Eligible Credit Support comprised in the Posted Collateral consisting of securities, all principal, interest and other payments and distributions of cash or other property to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time</p> <p>[Please see the attached continuation sheet for further definitions]</p>		

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Eligible Credit Support" means, with respect to the Chargor, the types of assets specified as such in Annex 4 (Eligible Credit Support) of the Real Time Margin Deed, provided that the Chargee may from time to time and in its sole and absolute discretion, notify the Chargor otherwise</p> <p>"Equivalent Distributions" means cash, securities or other property of the same type, nominal value, description and amount as Distributions received or deemed to have been received by the Chargee on a local business day, which the Chargee shall transfer to the Chargor no later than the following local business day</p> <p>"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of the portion of the Posted Collateral in the form of Cash, determined by the Chargee for each such day as follows</p> <p>(a) the amount of that Cash on that day, multiplied by</p> <p>(b) the Interest Rate in effect for that day, divided by</p> <p>(c) 360</p> <p>"Interest Period" means the period from (and including) the last local business day on which an Interest Amount was Transferred (or, if no Interest Amount has yet been Transferred, the local business day on which Eligible Credit Support in the form of Cash was Transferred to or received by the Chargee) to (but excluding) the local business day on which the current Interest Amount is to be Transferred</p> <p>"Interest Rate" means such interest rate as specified in Annex 4 (Eligible Credit Support) of the Real Time Margin Deed (until the Transferee, in its sole and absolute discretion (which discretion shall not be unreasonably exercised), notifies the Transferor otherwise)</p> <p>"Posted Collateral" means all Eligible Credit Support, other property, Equivalent Distributions (if any), and all proceeds thereof that have been Transferred to or received by the Chargee under the Real Time Margin Deed and not Transferred to the Chargor pursuant to the Real Time Margin Deed or released by the Chargee under Section 4(n) (General Release) of the Real Time Margin Deed Any Equivalent Distributions or Interest Amount (or portion of either) not Transferred pursuant to Section 5(i) (Distributions) or (j) (Interest Amount) of the Real Time Margin Deed will constitute Posted Collateral</p> <p>"Secured Parties" means the Chargee and MSIP</p> <p>[Please see the attached continuation sheet for further definitions]</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 367 1026 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 434 1466 499">"Transfer" means, with respect to any Posted Collateral, Equivalent Distributions or Interest Amount, and in accordance with the instructions of the Chargee or the Chargor, as applicable</p> <p data-bbox="336 535 1374 600">(i) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient, and</p> <p data-bbox="336 636 1466 768">(ii) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient, and</p> <p data-bbox="336 804 1466 936">(iii) in the case of securities that can be paid or delivered by book-entry, the giving of written instructions to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a legally effective transfer of the relevant interest to the recipient</p> <p data-bbox="336 972 1267 1003">and terms related to "Transfer" (e.g., "Transferred") shall be construed accordingly</p> <p data-bbox="336 1039 1075 1070">"USD" means the lawful currency of the United States of America</p>

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>

Commission allowance or discount	N/A
----------------------------------	-----

8	Delivery of instrument
	<p>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 and the charge was created 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 870)</p> <p>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 866) 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)</p>

9	Signature
	Please sign the form here
Signature	<p>Signature</p> <p>X <i>Cadwalader, Wickersham & Taft LLP</i> X</p>
	This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



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 **Ramona Simms**

Company name **Cadwalader, Wickersham & Taft LLP**

Address **Dashwood House, 69 Old Broad Street**

Post town **London**

County/Region

Postcode **E C 2 M 1 Q S**

Country **United Kingdom**

DX **516 (London City)**

Telephone **0207 170 8543**



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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. 1292851
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A REAL TIME MARGIN DEED DATED
4 FEBRUARY 2013 AND CREATED BY E D & F MAN CAPITAL
MARKETS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
12 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 FEBRUARY
2013



Companies House

07



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**