

MG01

Particulars of a mortgage or charge



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LASERFORM

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**  
You cannot use this form  
particulars of a charge f  
company To do this, pl  
form MG01s

THURSDAY



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17/03/2011

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COMPANIES HOUSE

For official use

**1 Company details**

Company number 0 1 9 6 9 4 4 2

Company name in full Berkeley Futures Limited (the **Chargor**)

→ **Filing 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 d1 d4 m0 m3 y2 y0 y1 y1

**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 real time margin annex dated 14 March 2011 (the **Deed**) to the 2002 ISDA Master Agreement  
dated as of 14 March 2011 (the **Agreement**) between Morgan Stanley & Co International plc (the  
**Secured Party**) and the **Chargor**

**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  
Agreement

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

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## Particulars of a mortgage or charge

### 5 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	Morgan Stanley & Co International plc (the Secured Party)							
Address	25 Cabot Square, Canary Wharf							
	London							
Postcode	E	1	4		4	Q	A	
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	Please see continuation pages							

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

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## Particulars of a mortgage or charge

### 7 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

Nil

### 8 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 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)

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)

### 9 Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP*  
on behalf of the Secured Party

16 March 2011 X

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

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## 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 Ian Annetts

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## 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

**Chargor: Berkeley Futures Limited (Company Number 01969442)**

#### 1. CREATION OF SECURITY

The Chargor, as security for the performance of the Secured Obligations, (i) mortgaged, charged and pledged, and agreed to mortgage, charge and pledge, with full title guarantee, in favour of the Secured Party by way of first fixed legal mortgage all Posted Collateral (other than Posted Collateral in the form of Cash), (ii) to the fullest extent permitted by law, charged and agreed to charge, with full title guarantee, in favour of the Secured Party by way of first fixed charge all Eligible Credit Support in the form of Cash and (iii) assigned and agreed to assign, with full title guarantee, the Assigned Rights to the Secured Party absolutely

#### 2. FURTHER ASSURANCES

The Deed contains a covenant for further assurances

#### 3. DEFINITIONS

In this Form MG01

**Assigned Rights** means all rights relating to the Posted Collateral which the Chargor may have now or in the future against the Secured Party 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

**Cash** means USD

**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

**Eligible Credit Support** means, with respect to the Chargor, Cash, provided that the Secured Party may from time to time and in its sole and absolute discretion, notify the Chargor otherwise

**Equivalent Distributions** means cash, securities or other property of the same type, nominal value, description and amount as the relevant Distributions

**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 Secured Party for each such day as follows

(a) the amount of that Cash on that day, multiplied by

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## 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>(b) the Interest Rate in effect for that day, divided by</p> <p>(c) 360</p> <p><b>Interest Period</b> 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 Secured Party) to (but excluding) the Local Business Day on which the current Interest Amount is to be Transferred</p> <p><b>Interest Rate</b> means such interest rate as may be determined by the Secured Party in respect of the chosen currency</p> <p><b>Local Business Day</b> has the meaning given to that term in the Agreement</p> <p><b>Posted Collateral</b> means all Eligible Credit Support, other property, Equivalent Distributions (if any), and all proceeds thereof that have been Transferred to or received by the Secured Party under the Deed and not Transferred to the Chargor pursuant to the Deed or released by the Secured Party under section 4(n) of the Deed Any Equivalent Distributions or Interest Amount (or portion of either) not Transferred pursuant to section 5 (j) or (k) of the Deed will constitute Posted Collateral</p> <p><b>Transfer</b> means, with respect to any Posted Collateral, Equivalent Distributions or Interest Amount, and in accordance with the instructions of the Secured Party or the Chargor, as applicable</p> <p>(a) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient,</p> <p>(b) 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>(c) 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>and terms related to "Transfer" (e g, "Transferred") shall be construed accordingly</p> <p><b>USD</b> means the lawful currency of the United States of America</p>



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1969442  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A REAL TIME MARGIN ANNEX  
DATED 14 MARCH 2011 AND CREATED BY BERKELEY  
FUTURES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO MORGAN STANLEY &  
CO. INTERNATIONAL PLC 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 17 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2011**



*Companies House*  
— for the record —



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