

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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

MONDAY



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01/10/2012

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COMPANIES HOUSE

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 *

1 Company details

Company number 0 2 2 0 1 0 5 3

Company name in full J Rothschild Capital Management Limited

2 Date of creation of charge

Date of creation ^d1 ^d4 ^m0 ^m9 ^y2 ^y0 ^y1 ^y2

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 The eligible counterparty/ professional client Customer Documents made on 14 September 2012
between (1) J Rothschild Capital Management Limited on behalf of The Successor Investment
Funds – The Successor Global Growth Fund (the "Client"), and (2) Morgan Stanley & Co
International plc ("MSI plc") acting for itself and as agent for the Associated Firms and Morgan
Stanley Securities Limited ("MSSL") (together, "Morgan Stanley") See the continuation pages for
other definitions

4 Amount secured

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

Amount secured Please see attached continuation sheets

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

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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	Continuation page Please use a continuation page if you need to enter more details
Name	Morgan Stanley & Co International plc	
Address	25 Cabot Square, Canary Wharf, London	
Postcode	E 1 4 4 Q A	
Name	Morgan Stanley Securities Limited	
Address	25 Cabot Square, Canary Wharf, London	
Postcode	E 1 4 4 Q A	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation sheets	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Security charge (Clause 7 of the Customer Agreement) as continuing security for all Client's obligations and Liabilities under the Customer Documents, the Client charges to MSI plc for itself and as trustee for Morgan Stanley by way of first fixed charge with full title guarantee and free of any adverse interest</p> <p>(a) all right, title and interest in all Investments which are for the time being held by Morgan Stanley or any custodian appointed by Morgan Stanley pursuant to the Customer Documents, and</p> <p>(b) all cash which has been credited to an account with Morgan Stanley or any third party appointed by Morgan Stanley pursuant to these Customer Documents, and</p> <p>(c) all sums of money held by Morgan Stanley for the Client, the benefit of all accounts in which any such money may be held and all of the Client's rights, title, interest under any trust relating to such money or to such accounts</p> <p>Key definitions</p> <p>"Associated Firm" means any undertaking in the Morgan Stanley group of companies from time to time and includes but is not limited to those companies listed in Schedule 2 to the Customer Agreement,</p> <p>"Customer Agreement" means the eligible counterparty / professional client customer agreement, including its Schedules and the Exchange-Traded Derivatives Supplement,</p> <p>"Customer Documents" means the Customer Agreement and any further documents (such as confirmations and statements) sent to the Client and/or entered into with the Client from time to time which relate to the services provided under or in connection with the Customer Agreement, whether or not the document(s) have been expressly incorporated into the Customer Agreement,</p> <p>"Master Netting Agreement" means the Master Netting Agreement set out at Part B to the Exchange Traded Derivatives Supplement,</p> <p>"Investment(s)" means all investments specified in the Financial Services and Markets Act 2000 (Regulated Activities Order) 2001 and all spot foreign exchange and/or commodities transactions unless the context requires otherwise,</p> <p>"Liabilities" means the aggregate (as determined by Morgan Stanley) of all monies, debt, liabilities and obligations which now are or have been or at any time hereafter may be or become due, owing or incurred by you to any Associated Firm (or, as the context may require, to any one or more Associated Firms under the Customer Documents, any transaction, contract or otherwise, together with any reasonable costs, charges or expenses (including, without limitation, reasonable legal fees) which Morgan Stanley may incur in perfecting, enforcing or maintaining, or attempting to perfect, enforce or maintain, any of our rights under the Customer Documents, any transaction or otherwise, including without limitation, amounts of principal, interest and other monies due and payable under any loan made by Morgan Stanley to the Client (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise),</p> <p>Unless defined elsewhere in this form MG01, capitalised terms used in this form shall have the meanings given to them in this continuation page Unless the context otherwise requires, capitalised terms importing the plural include the singular and vice versa</p>	

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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>Security charge (Clause 7 of the Customer Agreement) as continuing security for all Client's obligations and Liabilities under the Customer Documents, the Client charges to MSI plc for itself and as trustee for Morgan Stanley by way of first fixed charge with full title guarantee and free of any adverse interest</p> <p>(a) all right, title and interest in all Investments which are for the time being held by Morgan Stanley or any custodian appointed by Morgan Stanley pursuant to the Customer Documents, and</p> <p>(b) all cash which has been credited to an account with Morgan Stanley or any third party appointed by Morgan Stanley pursuant to these Customer Documents, and</p> <p>(c) all sums of money held by Morgan Stanley for the Client, the benefit of all accounts in which any such money may be held and all of the Client's rights, title, interest under any trust relating to such money or to such accounts</p> <p>In respect of the Security, sections 93 and 103 of the Law of Property Act 1925 will not apply to the Customer Agreement and the covenant implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the "1994 Act") are construed with the omission of (i) the words other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about in sections 3(1), and (ii) section 6(2) of the 1994 Act</p> <p>As further security to the obligations and liabilities under the Customer Documents, Morgan Stanley have the right to retain the Client's Investments or other property which Morgan Stanley holds, and to sell or otherwise dispose of such Investments and property to discharge the Client's obligations and liabilities to Morgan Stanley</p> <p>Negative Pledge Except for the Security, the Client will not create or have outstanding any other security interest whatsoever on or over the Investments and cash which are subject to the Security</p>

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<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <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>	
<p>Commission allowance or discount</p>	<p>None applicable</p>	
<p>8</p>	<p>Delivery of instrument</p> <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>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>[Signature]</i> X</p> <p><i>Fresford Brimbleton Savings Ltd</i></p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 **Maria Pinn Young Chan**

Company name **Freshfields Bruckhaus Deringer**

Address **65 Fleet Street**

Post town **London**

County/Region **England**

Postcode **E C 4 Y 1 H S**

Country **United Kingdom**

DX **DX 23 London/Chancery Lane**

Telephone **020 7936 4000**



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. 2201053
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ELIGIBLE COUNTERPARTY /
PROFESSIONAL CLIENT CUSTOMER DOCUMENTS DATED 14
SEPTEMBER 2012 AND CREATED BY J ROTHSCHILD CAPITAL
MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ANY ASSOCIATED
FIRM 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 1
OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 OCTOBER 2012

Dx

