

MG01

Particulars of a mortgage or charge

V079516/13

Oyez

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 Scot
company To do this, please use
form MG01s

TUESDAY



LD4

L24IC9S2

19/03/2013

#17

COMPANIES HOUSE

For official use

1 Company details

Company number 0 4 0 8 8 9 5 7

Company name in full IG Markets Limited

14

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 2 8 0 2 2 0 1 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

The eligible counterparty/professional client Customer Documents made on
28 February 2013 between (1) IG Markets Limited (the Client), (2) Morgan
Stanley & Co International (MSI plc) acting for itself and as agent for
the Associated Firms, and (3) Morgan Stanley Securities Limited (MSSL)
(the Agreement)

See 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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4	Amount secured
Amount secured	<p data-bbox="319 324 1029 358">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="319 380 1505 504">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 Agreement as may be amended from time to time;</p> <p data-bbox="319 537 1505 694">Customer Documents means the 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 Agreement, whether or not the document(s) have been expressly incorporated into the Agreement;</p> <p data-bbox="319 728 1505 817">Investment(s) means all investments specified in the RAO and all spot foreign exchange and/or commodities transactions unless the context requires otherwise;</p> <p data-bbox="319 851 1505 1321">Liabilities means the aggregate (as determined by Morgan Stanley) of all monies, debts, liabilities and obligations which now are or have been or at any time hereafter may be or become due, owing or incurred by the Client 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 Morgan Stanley's 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 data-bbox="319 1355 1505 1422">Morgan Stanley means Morgan Stanley & Co. International plc and Morgan Stanley Securities Limited; and</p> <p data-bbox="319 1456 1505 1512">RAO means the Financial Services and Markets Act 2000 (Regulated Activities Order) 2001.</p> <p data-bbox="319 1545 1505 1668">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 includes the singular and vice versa.</p>

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4

Amount secured

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

Amount secured

Security interest (Clause 7): The Client grants a charge to MSI plc for itself and as trustee for Morgan Stanley, as continuing security for all the Client's obligations and liabilities under the Customer Documents, by way of first fixed charge with full title guarantee and free of any adverse interest:

(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

(b) all cash which has been credited to an account with Morgan Stanley or any third party appointed by Morgan Stanley pursuant to the Customer Documents; and

(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 the Client's rights, title and interest under any trust relating to such money or to such accounts

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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

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

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 attached continuation sheets

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

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

Name Associated Firms (as defined in these particulars)

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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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

Security interest (Clause 7): The Client grants a charge to MSI plc for itself and as trustee for Morgan Stanley, as continuing security for all the Client's obligations and liabilities under the Customer Documents, by way of first fixed charge with full title guarantee and free of any adverse interest:

(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

(b) all cash which has been credited to an account with Morgan Stanley or any third party appointed by Morgan Stanley pursuant to the Customer Documents; and

(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 the Client's rights, title and interest under any trust relating to such money or to such accounts.

As further security for the Client's obligations and liabilities under the Customer Documents, Morgan Stanley will have the right to retain the Client's Investments or other property which Morgan Stanley hold, and to sell or otherwise dispose of such Investments and property to discharge the Client's obligations and liabilities to Morgan Stanley

In respect of the Security, Sections 93 and 103 of the Law of Property Act 1925 will not apply to the 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 the person does not and could not reasonably be expected to know about in Section 3(1); and (ii) Section 6(2) of the 1994 Act.

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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>Negative Pledge: The Client undertakes that it will not create or have any outstanding security interest on or over any of the Investments subject to Clause 7</p> <p>Further Assurance: The Client agrees to execute any documents and take any actions that Morgan Stanley reasonably requests to perfect Morgan Stanley's rights under the Agreement</p>	

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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

None applicable

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 Freshfields Bruckhaus Deringer LLP

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
Robert Wyse Jackson/James Smethurst

Company name
Freshfields Bruckhaus Deringer LLP

Address
65 Fleet Street

London

England

Post town
United Kingdom

County/Region

Postcode
E C 4 Y 1 H S

Country

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. 4008957
CHARGE NO. 14**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ELIGIBLE
COUNTERPARTY/PROFESSIONAL CLIENT CUSTOMER
DOCUMENTS DATED 28 FEBRUARY 2013 AND CREATED BY IG
MARKETS 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 19
MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2013



Companies House



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

Dt