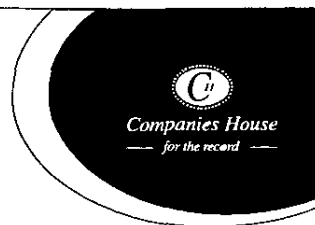


MG04

Statement that part [or the whole] of the property
charged (a) has been released from the charge;
(b) no longer forms part of the company's property



☒ **What this form is for**
You may use this form to
register a statement that part
or the whole of the property
has a) been released from
the charge or b) ceased to
form part of the property

☒ **What this form is NOT for**
You cannot use this form to
register a statement that part
or the whole of the property a) has
been released from the charge
or b) no longer forms part of
the company's property, for a
company registered in Scotland
To do this, please use MG04s

For further information, please
refer to our guidance at

WEDNESDAY



A26 *A3H3SPUG* 24/09/2014 #348
COMPANIES HOUSE

1	Company details	For official use
Company number	0 5 2 8 4 1 4 2	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Alpari (UK) Limited	

2	Creation of charge	① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' ② The date of registration may be confirmed from the certificate
Date charge created	d 1 9 m 1 2 y 2 0 y 1 2	
Description ①	Prime brokerage cash account agreement between Alpari (UK) Limited and Morgan Stanley & Co International plc for itself and as trustee	
Date of registration ②	d m y y y y	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
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	
Name	Associated Firms (as defined in these particulars)	
Address		
Postcode		

MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

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

Short particulars

Please see attached continuation sheets

5

Property released or ceased to belong to the company

I confirm that with respect to the charge described above that ❶

- ☐ part of the property
☒ the whole of the property

has ❷

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

❶ Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X  CHRISTOPHER GOOD X
AUTHORISED SIGNATORY

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

MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

The Client grants the charge to MSI plc for itself and as trustee for MSSL and the Associated Firms as continuing security for the payment and discharge of the aggregate (as determined by MSI plc) 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 MSI plc, MSSL or any Associated Firm under the Customer Agreement and/or the ISDA Master Agreement, 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 its rights under the PBCA, the Customer Agreement and/or the ISDA Master Agreement, any transaction there under or otherwise (the Liabilities)

Unless defined elsewhere in this form MG01, capitalised terms used in this form shall have the meanings given to them in the continuation pages attached hereto

Unless the context otherwise requires, capitalised terms importing the plural include the singular and vice versa

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4 Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

As security for the Liabilities the Client charges to MSI plc for itself and as trustee for MSSL and the Associated Firms by way of first fixed charge with full title guarantee and free of any adverse interest

(a) all cash credited to the Account and any other account with any third party appointed by Morgan Stanley pursuant to the Customer Agreement,

(b) 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 relating to such accounts, and

(c) any rights or claims of the Client under the PBCA, the ISDA Master Agreement and/or the Customer Agreement,

in each case so that the covenants implied by the Law of property (Miscellaneous Provisions) Act 1994 in the charges contained or created pursuant to the PBCA 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 section 3(1), and (ii) section 6(2) of that Act Sections 93 and 103 of the Law of property Act 1925 will not apply to the PBCA

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Account means an account opened for the Client pursuant to the Customer Agreement,

Associated Firms 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 of the Customer Agreement as may be amended from time to time,

Client means Alpari UK Limited,

Customer Agreement means Morgan Stanley's standard terms of business issued by MSI plc and the Client dated as of the date of the PBCA

Morgan Stanley means MSI plc, MSSL or any Associated Firm,

MSI plc means Morgan Stanley & co International plc,

MSSL means Morgan Stanley Securities limited,

PBCA means the prime brokerage cash account agreement dated 19 December 2012 between (1) the Client and (2) MSI plc acting for itself and as agent for the Associated Firms and MSSL, and

Security means the security created by, or pursuant to, the PBCA

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been
released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been
released from the charge or ceased to belong to the company

Short particulars

Except for the Security the Client will not create or have outstanding any other security interest
whatsoever on or over the cash which is subject to the Security

In order to perfect Morgan Stanley's rights under the Customer Agreement or the PBCA (including
but not limited to the Security), the Client agrees to take any actions that Morgan Stanley reasonably
requests