

**DATED 14 DECEMBER 2012**

**(1) ETFS COMMODITY SECURITIES LIMITED**

**AND**

**(2) THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

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**TWELFTH SUPPLEMENTAL TRUST INSTRUMENT**

*modifying the provisions of the*

**TRUST INSTRUMENT DATED 21 SEPTEMBER 2006  
(AS AMENDED)**

**constituting**

**CLASSIC AND LONGER DATED COMMODITY  
SECURITIES**

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**Dechert**  
LLP

160 Queen Victoria Street  
London EC4V 4QQ  
Tel: 020 7184 7000  
Fax: 020 7184 7001

**THIS SUPPLEMENTAL TRUST INSTRUMENT** is made this 14 day of December 2012

**BETWEEN:**

- (1) **ETFS COMMODITY SECURITIES LIMITED**, a company incorporated under the laws of Jersey with registered number 90959, whose registered office is at Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW (the “**Issuer**”); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c.**, a company incorporated under the laws of England with registered number 1675231, whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX, England (the “**Trustee**”, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the Security Holders,

each being a “party” and together the “parties”.

**WHEREAS:**

- (A) The Issuer and the Trustee have entered into a trust instrument dated 21 September 2006 (the “**Principal Trust Instrument**”) as amended by a first Supplemental Trust Instrument (the “**First Supplemental Trust Instrument**”) dated 17 September 2007, a second Supplemental Trust Instrument dated 23 April 2008 (the “**Second Supplemental Trust Instrument**”), a third Supplemental Trust Instrument dated 15 August 2008 (the “**Third Supplemental Trust Instrument**”), a fourth supplemental trust instrument dated 15 September 2008 (the “**Fourth Supplemental Trust Instrument**”), a fifth Supplemental Trust Instrument dated 8 October 2008 (the “**Fifth Supplemental Trust Instrument**”), a sixth Supplemental Trust Instrument dated 29 June 2009 (the “**Sixth Supplemental Trust Instrument**”), a seventh Supplemental Trust Instrument dated 7 August 2009 (the “**Seventh Supplemental Trust Instrument**”), an eighth Supplemental Trust Instrument dated 20 January 2011 (the “**Eighth Supplemental Trust Instrument**”), a ninth Supplemental Trust Instrument dated 14 March 2011 (the “**Ninth Supplemental Trust Instrument**”), a tenth Supplemental Trust Instrument dated 22 December 2011 (the “**Tenth Supplemental Trust Instrument**”) and an eleventh Supplemental Trust Instrument dated 26 January 2012 (the “**Eleventh Supplemental Trust Instrument**”), each between the same parties (together the “**Trust Instrument**”).
- (B) By resolutions of the board of directors of the Issuer passed on 26 November 2012 the Issuer has resolved to issue up to 1,000,000,000 New Securities of any class to be created pursuant to this Supplemental Trust Instrument and constituted by the Trust Instrument (as amended by this Supplemental Trust Instrument).
- (C) The Trustee has agreed to act as trustee of these presents for the benefit of the Security Holders of the New Securities upon and subject to the terms and conditions of these presents.
- (D) Pursuant to Clause 33.2(b) of the Principal Trust Instrument and Condition 30.2(b) of the Conditions, the Issuer may (with the consent of the Trustee) amend the Trust Instrument if, in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders.
- (E) Pursuant to the Issuer’s powers referred to in Recital (D), the Issuer has determined to amend the Trust Instrument in order to make changes which are not materially prejudicial to the rights of Security Holders and the Trustee has given its consent to the same, in each case in the manner hereinafter appearing.

- (F) The Trustee and the Issuer are of the opinion that the changes effected by this Supplemental Trust Instrument are desirable and are not materially prejudicial to the rights of Security Holders.
- (G) The Issuer and the Trustee intend that this Supplemental Trust Instrument shall constitute a written amendment of the terms of the Trust Instrument and the written consent of the Trustee to such amendment.

**NOW THIS SUPPLEMENTAL TRUST INSTRUMENT WITNESSES** and it is hereby agreed and declared as follows:

**1. DEFINITIONS**

1.1 All words and expressions defined in the Trust Instrument shall unless otherwise stated have the same meanings in this Supplemental Trust Instrument.

1.2 In this Supplemental Trust Instrument, the following expressions shall have the following meanings:

- |  |  |
|--|--|
| <b>Effective Date</b>                        | means the date hereof;   |
| <b>Existing Securities</b>                   | means the Micro Classic Securities, the Classic Individual Securities and the Classic Index Securities created pursuant to and constituted by the Principal Trust Instrument, the Micro Forward Securities, the Forward Individual Securities and the Forward Index Securities created pursuant to and constituted by the First Supplemental Trust Instrument and the Principal Trust Instrument, the Classic Individual Securities and the Micro Classic Securities created pursuant to and constituted by the Fourth Supplemental Trust Instrument and the Principal Trust Instrument and the Classic Individual Securities, the Micro Classic Securities, the Classic Index Securities, the Forward Individual Securities and the Micro Forward Securities created pursuant to and constituted by the Tenth Supplemental Trust Instrument and the Principal Trust Instrument; |
| <b>KS Classic Individual Securities</b>      | means together the Kansas Wheat class undated limited recourse secured debt securities of US\$1.25000000 in principal amount each and the Soybean Meal class undated limited recourse secured debt securities of US\$6.25000000 in principal amount each, in each case of the Issuer, created pursuant to this Supplemental Trust Instrument and constituted by the Trust Instrument (as amended by this Supplemental Trust Instrument) and which may be Redeemed in an amount calculated by reference to one million KS Micro Classic Securities of the relevant class and recorded on the relevant Register of Classic Individual Securities and “ <b>ETFS Kansas Wheat Individual Securities</b> ”, and “ <b>ETFS Soybean Meal Individual Securities</b> ” shall be construed accordingly;  |
| <b>KS Longer Dated Individual Securities</b> | means together the Longer Dated Kansas Wheat class undated limited recourse secured debt securities of US\$1.75000000 in principal amount each and the Longer  |

Dated Soybean Meal class undated limited recourse secured debt securities of US\$3.50000000 in principal amount each, in each case of the Issuer, created pursuant to this Supplemental Trust Instrument and constituted by the Trust Instrument (as amended by this Supplemental Trust Instrument) and which may be Redeemed in an amount calculated by reference to one million KS Micro Longer Dated Securities of the relevant class and recorded on the relevant Register of Longer Dated Individual Securities and “**ETFS Longer Dated Kansas Wheat Individual Securities**”, and “**ETFS Longer Dated Soybean Meal Individual Securities**” shall be construed accordingly;

**KS Micro Classic Securities**

means together the Kansas Wheat class undated limited recourse secured debt securities of US\$0.00000125 in principal amount each and the Soybean Meal class undated limited recourse secured debt securities of US\$0.00000625 in principal amount each, in each case of the Issuer, created pursuant to this Supplemental Trust Instrument and constituted by the Trust Instrument (as amended by this Supplemental Trust Instrument) and recorded on the relevant Register of Micro Classic Securities and “**Kansas Wheat Micro Securities**”, and “**Soybean Meal Micro Securities**” shall be construed accordingly;

**KS Micro Longer Dated Securities**

means together the Longer Dated Kansas Wheat class undated limited recourse secured debt securities of US\$0.00000175 in principal amount each and the Longer Dated Soybean Meal class undated limited recourse secured debt securities of US\$0.00000350 in principal amount each, in each case of the Issuer, created pursuant to this Supplemental Trust Instrument and constituted by the Trust Instrument (as amended by this Supplemental Trust Instrument) and recorded on the relevant Register of Micro Longer Dated Securities and “**Kansas Wheat Micro Longer Dated Securities**”, and “**Soybean Meal Micro Longer Dated Securities**” shall be construed accordingly;

**KS Micro Securities**

means the KS Micro Classic Securities and the KS Micro Longer Dated Securities;

**KS Securities**

means the KS Classic Individual Securities and the KS Longer Dated Individual Securities; and

**New Securities**

means the KS Securities and the KS Micro Securities.

**2. CREATION OF NEW SECURITIES**

- 2.1 The New Securities shall be created pursuant to this Supplemental Trust Instrument and constituted by the Trust Instrument (as amended by this Supplemental Trust Instrument). The Security Holders of the New Securities are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Trust Instrument (as amended by this Supplemental Trust Instrument), the applicable Security Deed and the Conditions.

- 2.2 Subject to Clause 4.1 below, New Securities shall be created upon an Authorised Participant giving to, and the Registrar and the Issuer accepting, an Application for the creation of New Securities, and the Authorised Participant making payment for such New Securities, all in accordance with the Authorised Participant Agreement.
- 2.3 The New Securities constitute direct secured limited recourse obligations of the Issuer secured as set out in the Security Deed applicable to that class of New Securities.
- 2.4 The New Securities of a particular class shall rank *pari passu* equally and rateably with all other New Securities of that class, without discrimination or preference, as a secured obligation of the Issuer.
- 2.5 The Issuer may, subject to Clause 3.1 and Clause 4.1 of the Trust Instrument, issue New Securities from time to time as it sees fit.
- 2.6 The provisions of the Trust Instrument (as amended by this Supplemental Trust Instrument) apply to the New Securities *mutatis mutandis* as they do to the Existing Securities.

### **3. COVENANT TO REDEEM NEW SECURITIES**

- 3.1 The Issuer covenants with the Trustee that it will, in accordance with the Trust Instrument and this Supplemental Trust Instrument, on the Redemption Payment Date in respect of any New Securities pay, or procure to be paid, the Redemption Amount for such New Securities into the Redemption Account specified in the applicable Redemption Notice in full cleared and immediately available funds in accordance with the Conditions set out in the Second Schedule to the Trust Instrument (as amended by this Supplemental Trust Instrument) PROVIDED THAT every payment to a person who is a holder of the New Securities in respect of such Redemption Amount shall be in satisfaction *pro tanto* of the covenant by the Issuer in this Clause.
- 3.2 Clause 6.2 of the Trust Instrument shall apply to the New Securities as it does to the Existing Securities.

### **4. MAXIMUM OUTSTANDING AMOUNT OF THE NEW SECURITIES**

- 4.1 No New Securities of any class may be issued if following issue of those New Securities the total number of New Securities of that class in issue on that date would exceed 1,000,000,000, or such greater number as shall be established pursuant to Clause 4.2 (the “New Securities Programme Limit”).
- 4.2 The Issuer may from time to time increase the New Securities Programme Limit. Any such increase in the New Securities Programme Limit shall be notified by the Issuer to the Trustee.

### **5. ISSUE AND CONSTITUTION OF THE NEW SECURITIES**

On the issue date in relation to any New Securities of any type, the Issuer shall deliver or cause to be delivered to the Trustee a copy of the applicable Pricing Supplement. Upon the Registrar registering in the relevant Register the names of the subscribers of such New Securities as the holders thereof, such New Securities shall become constituted by the Trust Instrument and this Supplemental Trust Instrument without further formality.

## 6. NEW SECURITIES CERTIFICATES

6.1 In the event that a Security Holder of New Securities requests that a Certificate be issued to it in respect of its New Securities, such Certificate shall be issued and will be despatched to the relevant Security Holder within 10 Business Days of being issued. The Certificates (if any) for the KS Classic Individual Securities will be in the form or substantially in the form set out in Part A of the First Schedule (*Form of Certificate for KS Classic Individual Securities*) to this Supplemental Trust Instrument or in such other form as the Trustee may approve. The Certificates (if any) for the KS Micro Classic Securities will be in the form or substantially in the form set out in Part B of the First Schedule (*Form of Certificate for KS Micro Classic Securities*) to this Supplemental Trust Instrument or in such other form as the Trustee may approve. The Certificates (if any) for the KS Longer Dated Individual Securities will be in the form or substantially in the form set out in Part C of the First Schedule (*Form of Certificate for KS Longer Dated Individual Securities*) to this Supplemental Trust Instrument or in such other form as the Trustee may approve. The Certificates (if any) for the KS Micro Longer Dated Securities will be in the form or substantially in the form set out in Part D of the First Schedule (*Form of Certificate for KS Micro Longer Dated Securities*) to this Supplemental Trust Instrument or in such other form as the Trustee may approve. The Issuer shall comply with the terms and provisions of the Certificates and the Conditions set out in the Third Schedule to this Supplemental Trust Instrument in relation to the New Securities and the New Securities shall be held subject to, and with the benefit of, such Conditions all of which shall be deemed to be incorporated in these presents and shall be binding on the Issuer and the Security Holders of the New Securities and all persons claiming through or under them respectively. Every Security Holder shall be entitled to receive one Certificate for all New Securities of each class held by it but so that joint holders shall be entitled to one Certificate only in respect of all New Securities of that class held jointly by them which Certificate shall be delivered to that one of the joint holders whose name stands first in the Register in respect of such joint holding. Where a Security Holder has transferred or had redeemed a part only of its holding of New Securities of any class it shall be entitled (without charge) to a Certificate for the balance of such holding. For the avoidance of doubt, no Security Holder in respect of a KS Classic Individual Security or a KS Longer Dated Individual Security shall be entitled to be registered as the holder of the respective KS Micro Classic Securities or KS Micro Longer Dated Securities by reference to which the amount payable on Redemption of such KS Classic Individual Security or KS Longer Dated Individual Security is calculated or to receive any Certificate in respect thereof unless he first surrenders his Certificate for KS Classic Individual Securities or KS Longer Dated Individual Securities for cancellation in accordance with Clause 9.2 of the Trust Instrument and Clause 6.2 of this Supplemental Trust Instrument.

6.2 Any Security Holder holding KS Classic Individual Securities or KS Longer Dated Individual Securities in Certificated Form may, subject as provided in the Conditions, surrender for cancellation the Certificate(s) in respect thereof and shall be entitled, without payment, to receive in lieu:

6.2.1 a Certificate for such number of KS Classic Individual Securities or KS Longer Dated Individual Securities, as appropriate (if any) as he requests to remain in the form of KS Classic Individual Securities or KS Longer Dated Individual Securities, as appropriate; and

6.2.2 one Certificate each in respect of the balance of the KS Micro Classic Securities or KS Micro Longer Dated Securities comprised in such KS Classic Individual Securities or KS Longer Dated Individual Securities, as appropriate,

and the relevant Registers shall be updated accordingly.

6.3 Any Security Holder holding KS Micro Classic Securities or KS Micro Longer Dated Securities in Certificated Form in at least the appropriate number may, subject as provided in the Conditions, surrender for cancellation the Certificate(s) in respect thereof and shall be entitled, without payment, to receive in lieu:

6.3.1 a Certificate for such number of KS Classic Individual Securities or KS Longer Dated Individual Securities, as appropriate, of the appropriate class as are comprised of the KS Micro Classic Securities or the KS Micro Longer Dated Securities, as appropriate, represented by such surrendered Certificate(s) as he requests to be combined in the form of KS Classic Individual Securities or KS Longer Dated Individual Securities, as appropriate; and

6.3.2 one or more Certificates in respect of the balance of the KS Micro Classic Securities or KS Micro Longer Dated Securities, as appropriate, not combined in the form of KS Classic Individual Securities or KS Longer Dated Individual Securities, as appropriate,

and the relevant Registers shall be updated accordingly.

6.4 Pursuant to the Regulations, the Issuer may make arrangements for the holding of title to New Securities in uncertificated form ("*Participating Securities*") and the transfer of title thereto otherwise than by a written instrument as provided for in the provisions contained in the Fifth Schedule (*Provisions Relating to Securities in Uncertificated Form*) to the Principal Trust Instrument (all of which provisions shall be deemed to be, and shall have effect as though, incorporated in these presents). Where any provisions of these presents (including, but not limited to, this Clause 6.4 and the Third Schedule to the Principal Trust Instrument (*Provisions Relating to Registration and Transfer of Micro and Commodity Securities*)) are, insofar as they relate to New Securities in uncertificated form, inconsistent with the provisions of the Fifth Schedule of the Principal Trust Instrument (*Provisions Relating to Securities in Uncertificated Form*), the Fifth Schedule of the Principal Trust Instrument (*Provisions Relating to Securities in Uncertificated Form*) shall prevail.

## 7. AMENDMENTS TO THE TRUST INSTRUMENT

7.1 The names of the Micro Forward Securities (as defined in the Trust Instrument) shall be changed as follows:

<i>Existing Name of Micro Security</i>	<i>New Name of Micro Security</i>
Aluminium Micro Forward Securities	Aluminium Micro Longer Dated Securities
Brent Crude Micro Forward Securities	Brent Crude Micro Longer Dated Securities
Coffee Micro Forward Securities	Coffee Micro Longer Dated Securities
Copper Micro Forward Securities	Copper Micro Longer Dated Securities
Corn Micro Forward Securities	Corn Micro Longer Dated Securities
Cotton Micro Forward Securities	Cotton Micro Longer Dated Securities
Gas Oil Micro Forward Securities	Gas Oil Micro Longer Dated Securities
Gasoline Micro Forward Securities	Gasoline Micro Longer Dated Securities
Gold Micro Forward Securities	Gold Micro Longer Dated Securities
Heating Oil Micro Forward Securities	Heating Oil Micro Longer Dated Securities
Lean Hogs Micro Forward Securities	Lean Hogs Micro Longer Dated Securities

Live Cattle Micro Forward Securities	Live Cattle Micro Longer Dated Securities
Natural Gas Micro Forward Securities	Natural Gas Micro Longer Dated Securities
Nickel Micro Forward Securities	Nickel Micro Longer Dated Securities
Silver Micro Forward Securities	Silver Micro Longer Dated Securities
Soybean Oil Micro Forward Securities	Soybean Oil Micro Longer Dated Securities
Soybeans Micro Forward Securities	Soybeans Micro Longer Dated Securities
Sugar Micro Forward Securities	Sugar Micro Longer Dated Securities
Wheat Micro Forward Securities	Wheat Micro Longer Dated Securities
WTI Crude Oil Micro Forward Securities	WTI Crude Oil Micro Longer Dated Securities
Zinc Micro Forward Securities	Zinc Micro Longer Dated Securities

and all references thereto in the Trust Instrument shall be amended accordingly. All references to “Micro Forward Securities” shall be replaced by references to “Micro Longer Dated Securities”.

7.2 The names of the Forward Individual Securities (as defined in the Trust Instrument) shall be changed as follows:

<i>Former Name of Security</i>	<i>New Name of Security</i>
ETFS Forward Aluminium Individual Securities	ETFS Longer Dated Aluminium Individual Securities
ETFS Forward Brent Crude Individual Securities	ETFS Longer Dated Brent Crude Individual Securities
ETFS Forward Coffee Individual Securities	ETFS Longer Dated Coffee Individual Securities
ETFS Forward Copper Individual Securities	ETFS Longer Dated Copper Individual Securities
ETFS Forward Corn Individual Securities	ETFS Longer Dated Corn Individual Securities
ETFS Forward Cotton Individual Securities	ETFS Longer Dated Cotton Individual Securities
ETFS Forward Gas Oil Individual Securities	ETFS Longer Dated Gas Oil Individual Securities
ETFS Forward Gasoline Individual Securities	ETFS Longer Dated Gasoline Individual Securities
ETFS Forward Gold Individual Securities	ETFS Longer Dated Gold Individual Securities
ETFS Forward Heating Oil Individual Securities	ETFS Longer Dated Heating Oil Individual Securities
ETFS Forward Lean Hogs Individual Securities	ETFS Longer Dated Lean Hogs Individual Securities
ETFS Forward Live Cattle Individual Securities	ETFS Longer Dated Live Cattle Individual Securities



ETFS Forward Natural Gas Individual Securities	ETFS Longer Dated Natural Gas Individual Securities
ETFS Forward Nickel Individual Securities	ETFS Longer Dated Nickel Individual Securities
ETFS Forward Silver Individual Securities	ETFS Longer Dated Silver Individual Securities
ETFS Forward Soybean Oil Individual Securities	ETFS Longer Dated Soybean Oil Individual Securities
ETFS Forward Soybeans Individual Securities	ETFS Longer Dated Soybeans Individual Securities
ETFS Forward Sugar Individual Securities	ETFS Longer Dated Sugar Individual Securities
ETFS Forward Wheat Individual Securities	ETFS Longer Dated Wheat Individual Securities
ETFS Forward WTI Crude Oil Individual Securities	ETFS Longer Dated WTI Crude Oil Individual Securities
ETFS Forward Zinc Individual Securities	ETFS Longer Dated Zinc Individual Securities

and all references thereto in the Trust Instrument shall be amended accordingly. All references to “Forward Individual Securities” shall be replaced by references to “Longer Dated Individual Securities”.

7.3 The names of the Forward Index Securities (as defined in the Trust Instrument) shall be changed as follows:

<i>Existing Name of Index Security</i>	<i>New Name of Index Security</i>
ETFS Forward All Commodities DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated All Commodities Index Securities
ETFS Forward Agriculture DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Agriculture Index Securities
ETFS Forward Energy DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Energy Index Securities
ETFS Forward Ex-Energy DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Ex-Energy Index Securities
ETFS Forward Grains DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Grains Index Securities
ETFS Forward Industrial Metals DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Industrial Metals Index Securities
ETFS Forward Livestock DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Livestock Index Securities
ETFS Forward Petroleum DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Petroleum Index Securities
ETFS Forward Precious Metals DJ-UBSCI-F3 <sup>SM</sup> Index Securities	ETFS Longer Dated Precious Metals Index Securities
ETFS Forward Softs DJ-UBSCI-	ETFS Longer Dated Softs Index Securities

### F3<sup>SM</sup> Index Securities

and all references thereto in the Trust Instrument shall be amended accordingly. All references to “Forward Index Securities” shall be replaced by references to “Longer Dated Index Securities”.

7.4 Clause 2.2 of the Trust Instrument shall be deleted and replaced by the following:

“The amount payable upon Redemption of an Individual Security of a particular class is equal to the aggregate amount which would be payable on the Redemption of one million Micro Securities of that same class. Each Individual Security may be surrendered in accordance with Clause 9 in exchange for such Micro Securities. As at the date on which the twelfth Supplemental Trust Instrument became effective, Micro Classic and Classic Individual Securities of the classes set out Part A and Part B of the Sixth Schedule (*Classes of Micro and Commodity Securities*) are available for issue. The Principal Amount of each class of Micro Classic and Classic Individual Security is that specified in relation to such class in the Sixth Schedule and the Individual Commodity Index applicable to each class of Micro Classic Security is specified in relation to such class in Part A of the Sixth Schedule.”.

7.5 Clause 2.2A of the Trust Instrument shall be deleted and replaced by the following:

“The amount payable upon Redemption of a Longer Dated Individual Security of a particular class is equal to the aggregate amount which would be payable on the Redemption of one million Micro Longer Dated Securities of that class. Each Longer Dated Individual Security may be surrendered in accordance with Clause 9 in exchange for such Micro Longer Dated Securities. As at the date on which the twelfth Supplemental Trust Instrument became effective, Micro Longer Dated and Longer Dated Individual Securities of the classes set out Part D and Part E of the Sixth Schedule (*Classes of Micro and Commodity Securities*) are available for issue. The Principal Amount of each class of Micro Longer Dated and Longer Dated Individual Security is that specified in relation to such class in the Sixth Schedule and the Individual Commodity Index applicable to each class of Micro Longer Dated Security is specified in relation to such class in Part D of the Sixth Schedule.”.

7.6 Clause 2.3 of the Trust Instrument shall be deleted and replaced by the following:

“The amount payable upon Redemption of a Classic Index Security is equal to the aggregate amounts which would be payable on the Redemption of the Micro Classic Securities of which it is comprised. As at the date on which the twelfth Supplemental Trust Instrument became effective, Classic Index Securities of the categories set out in Part C of the Sixth Schedule (*Classes of Micro and Commodity Securities*) are available for issue. The Principal Amount of each Classic Index Security of each such category and the numbers of Micro Classic Securities of each relevant class of which each such Classic Index Security is comprised as at such date (subject to Rebalancing) is as set out in relation to such category in the Sixth Schedule. Each Classic Index Security may be surrendered in accordance with Clause 9 in exchange for such Micro Classic Securities (subject to Rebalancing).”.

7.7 Clause 2.3A of the Trust Instrument shall be deleted and replaced by the following:

“The amount payable upon Redemption of a Longer Dated Index Security is equal to the aggregate amounts which would be payable on the Redemption of the Micro Longer Dated Securities of which it is comprised. As at the date on which the twelfth Supplemental Trust Instrument became effective, Longer Dated Index Securities of the categories set out in Part F of the Sixth Schedule (*Classes of Micro and Commodity Securities*) are available

for issue. The Principal Amount of each Longer Dated Index Security of each such category and the numbers of Micro Longer Dated Securities of each relevant class of which each such Longer Dated Index Security is comprised as at such date (subject to Rebalancing) is as set out in relation to such category in the Sixth Schedule. Each Longer Dated Index Security may be surrendered in accordance with Clause 9 in exchange for such Micro Longer Dated Securities (subject to Rebalancing).”.

7.8 The contents of the Sixth Schedule to the Trust Instrument shall be deleted and replaced by the contents of the Second Schedule to this Supplemental Trust Instrument.

7.9 The Conditions set out in the Third Schedule to this Supplemental Trust Instrument shall apply to the Micro and Commodity Securities to the exclusion of the conditions set out in Schedule 1 to the Ninth Supplemental Trust Instrument and accordingly, with effect from the Effective Date, the Micro and Commodity Securities shall be held subject to and with the benefit of, the Conditions set out in the Third Schedule to this Supplemental Trust Instrument, all of which shall be binding on the Issuer and the Security Holders of the Micro and Commodity Securities and all persons claiming through or under them respectively.

7.10 Each of the amendments set out in this Clause 7 shall take effect from the Effective Date.

7.11 In accordance with Clause 33.2 of the Principal Trust Instrument, each of the Issuer and the Trustee confirms that the amendments to the Conditions made herein are necessary or desirable and are not materially prejudiced to the rights of Security Holders.

7.12 The Issuer hereby covenants promptly after the execution hereof to give notice of the amendments to the Conditions provided for in Clause 7.9 to Security Holders. Such notice will be given by way of a RIS announcement.

## **8. WAIVER**

In accordance with Clause 26 of the Principal Trust Instrument and in relation to the amendments made herein the Trustee hereby agrees for the purposes of Clause 5.2 of the Principal Trust Instrument and Conditions 29 and 30.4 that the amendments made herein shall come into effect on the Effective Date.

## **9. CONSENT OF THE TRUSTEE**

The Trustee hereby consents to the amendments proposed to be made to the Facility Agreements on or about the date of this Supplemental Trust Instrument by amendment agreements to be entered into by, *inter alios*, the parties.

## **10. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Supplemental Trust Instrument shall be governed by and construed in accordance with the laws of Jersey. Each of the parties hereby submits to the non-exclusive jurisdiction of Jersey in respect of any dispute arising out of or in connection with this Supplemental Trust Instrument, including any question regarding its existence, validity or termination, or the legal relationships established by this Supplemental Trust Instrument. Clause 34.2 of the Principal Trust Instrument shall apply to this Supplemental Trust Instrument as it does to the Principal Trust Instrument.

**11. CONSTRUCTION**

- 11.1 The Trust Instrument shall henceforth be read and construed in conjunction with this Supplemental Trust Instrument.
- 11.2 A memorandum of this Supplemental Trust Instrument shall be endorsed by the Trustee on the Principal Trust Instrument and by the Issuer on the duplicate thereof.

**IN WITNESS WHEREOF** this Supplemental Trust Instrument has been executed on the date first above stated.

**EXECUTED AND DELIVERED** by )  
**ETFs COMMODITY SECURITIES LIMITED** )  
acting by )  


\_\_\_\_\_  
Director

**THE COMMON SEAL** of )  
**THE LAW DEBENTURE** )  
**TRUST CORPORATION p.l.c.** )  
was affixed hereto in the presence of: )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Authorised Signatory

**11. CONSTRUCTION**

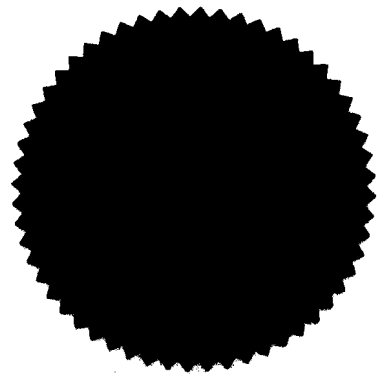
- 11.1 The Trust Instrument shall henceforth be read and construed in conjunction with this Supplemental Trust Instrument.
- 11.2 A memorandum of this Supplemental Trust Instrument shall be endorsed by the Trustee on the Principal Trust Instrument and by the Issuer on the duplicate thereof.

**IN WITNESS WHEREOF** this Supplemental Trust Instrument has been executed on the date first above stated.

**EXECUTED AND DELIVERED** by )  
**ETFS COMMODITY SECURITIES LIMITED** )  
acting by )

\_\_\_\_\_  
Director

**THE COMMON SEAL of** )  
**THE LAW DEBENTURE** )  
**TRUST CORPORATION p.l.c.** )  
was affixed hereto in the presence of: )



\_\_\_\_\_  
Director

\_\_\_\_\_  
Authorised Signatory

**THE FIRST SCHEDULE  
PART A**

**FORM OF CERTIFICATE FOR KS CLASSIC INDIVIDUAL SECURITIES**

Reference No.	Certificate No.	Transfer No.	Number of Securities	Commodity
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**ETFS COMMODITY SECURITIES LIMITED**

Authorised pursuant to resolutions of the Board of Directors of ETFS Commodity Securities Limited  
(the "Issuer") passed on 26 November 2012

(Incorporated with limited liability under the laws of Jersey with registered number 90959)

**ISSUE OF [KANSAS WHEAT]/[SOYBEAN MEAL]**

**INDIVIDUAL SECURITIES**

THIS IS TO CERTIFY THAT

is/are the registered holder(s) of \_\_\_\_\_ of the above-mentioned undated limited recourse secured individual securities with a Principal Amount of US\$• each (the "Individual Securities") which are constituted by a trust instrument dated 21 September 2006 and trust instruments supplemental thereto (together, the "Trust Instrument") and made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "Trustee") as trustee for the holders of such Individual Securities, and such Individual Securities are issued with the benefit of and subject to the provisions contained in the Trust Instrument and the Conditions (the "Conditions") set out in the Second Schedule to the Trust Instrument. The Issuer acknowledges that it is indebted to the holder of such Individual Securities in respect of the higher from time to time of the Principal Amount and the Redemption Amount (each as defined in the Conditions) in accordance with the Conditions and subject as provided in the Trust Instrument undertakes to pay on redemption of such Individual Securities the amount due in accordance with the Conditions.

Given under the Securities Seal of the Issuer

on

NOTES:

- (i) The Individual Securities are transferable in minimum denominations of one.
- (ii) No transfer of any part of the Individual Securities represented by this Certificate will be registered unless it be accompanied by this Certificate or unless it is in uncertificated form.

No transfer of any of the securities comprised in this Certificate will be registered until this Certificate has been lodged with the Issuer's Registrar, COMPUTERSHARE INVESTOR SERVICES (CHANNEL ISLANDS) LIMITED, QUEENSWAY HOUSE, HIGROVE STREET, ST. HELIER, JERSEY JE1 1ES. TELEPHONE: [01534 825329/825231]. FAX [01534 825247].

**PART B**

**FORM OF CERTIFICATE FOR KS MICRO CLASSIC SECURITIES**

Reference No.	Certificate No.	Transfer No.	Number of Micro Securities
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**ETFS COMMODITY SECURITIES LIMITED**

Authorised pursuant to resolutions of the Board of Directors of ETFS Commodity Securities Limited  
(the "Issuer") passed on 26 November 2012

(Incorporated with limited liability under the laws of Jersey with registered number 90959)

**ISSUE OF [KANSAS WHEAT]/[SOYBEAN MEAL]**

**MICRO SECURITIES**

THIS IS TO CERTIFY THAT

is/are the registered holder(s) of \_\_\_\_\_ of the above-mentioned undated limited recourse secured micro securities with a Principal Amount of US\$• each (the "Micro Securities") which are constituted by a trust instrument dated 21 September 2006 and trust instruments supplemental thereto (together, the "Trust Instrument") and made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "Trustee") as trustee for the holders of such Micro Securities, and such Micro Securities are issued with the benefit of and subject to the provisions contained in the Trust Instrument and the Conditions (the "Conditions") set out in the Second Schedule to the Trust Instrument. The Issuer acknowledges that it is indebted to the holder of such Micro Securities in respect of the higher from time to time of the Principal Amount and the Redemption Amount (each as defined in the Conditions) in accordance with the Conditions and subject as provided in the Trust Instrument undertakes to pay on redemption of such Micro Securities the amount due in accordance with the Conditions.

Given under the Securities Seal of the Issuer

on



NOTES:

- (i) The Micro Securities are transferable in integral minimum denominations of one.
- (ii) No transfer of any part of the Micro Securities represented by this Certificate will be registered unless it be accompanied by this Certificate or unless it is in uncertificated form.

No transfer of any of the securities comprised in this Certificate will be registered until this Certificate has been lodged with the Issuer's Registrar, COMPUTERSHARE INVESTOR SERVICES (CHANNEL ISLANDS) LIMITED, QUEENSWAY HOUSE, HIGROVE STREET, ST. HELIER, JERSEY JE1 1ES. TELEPHONE: [01534 825329/825231]. FAX [01534 825247].

**PART C**

**FORM OF CERTIFICATE FOR KS LONGER DATED INDIVIDUAL SECURITIES**

Reference No.	Certificate No.	Transfer No.	Number of Securities	Commodity
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**ETFS COMMODITY SECURITIES LIMITED**

Authorised pursuant to resolutions of the Board of Directors of ETFS Commodity Securities Limited (the "Issuer") passed on 26 November 2012

(Incorporated with limited liability under the laws of Jersey with registered number 90959)

**ISSUE OF LONGER DATED [KANSAS WHEAT]/[SOYBEAN MEAL]**

**INDIVIDUAL SECURITIES**

THIS IS TO CERTIFY THAT

is/are the registered holder(s) of \_\_\_\_\_ of the above-mentioned undated limited recourse secured individual securities with a Principal Amount of US\$• each (the "Longer Dated Individual Securities") which are constituted by a trust instrument dated 21 September 2006 and trust instruments supplemental thereto (together, the "Trust Instrument") and made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "Trustee") as trustee for the holders of such Longer Dated Individual Securities, and such Individual Securities are issued with the benefit of and subject to the provisions contained in the Trust Instrument and the Conditions (the "Conditions") set out in the Second Schedule to the Trust Instrument. The Issuer acknowledges that it is indebted to the holder of such Longer Dated Individual Securities in respect of the higher from time to time of the Principal Amount and the Redemption Amount (each as defined in the Conditions) in accordance with the Conditions and subject as provided in the Trust Instrument undertakes to pay on redemption of such Longer Dated Individual Securities the amount due in accordance with the Conditions.

Given under the Securities Seal of the Issuer

on

NOTES:

- (i) The Longer Dated Individual Securities are transferable in minimum denominations of one.
- (ii) No transfer of any part of the Longer Dated Individual Securities represented by this Certificate will be registered unless it be accompanied by this Certificate or unless it is in uncertificated form.

No transfer of any of the securities comprised in this Certificate will be registered until this Certificate has been lodged with the Issuer's Registrar, COMPUTERSHARE INVESTOR SERVICES (CHANNEL ISLANDS) LIMITED, QUEENSWAY HOUSE, HIGROVE STREET, ST. HELIER, JERSEY JE1 1ES. TELEPHONE: [01534 825329/825231]. FAX [01534 825247].

**PART D**

**FORM OF CERTIFICATE FOR KS MICRO LONGER DATED SECURITIES**

Reference No.                      Certificate No.                      Transfer No.                      Number of Micro Securities

**ETFS COMMODITY SECURITIES LIMITED**

Authorised pursuant to resolutions of the Board of Directors of ETFS Commodity Securities Limited  
(the "Issuer") passed on 26 November 2012

(Incorporated with limited liability under the laws of Jersey with registered number 90959)

**ISSUE OF [KANSAS WHEAT]/[SOYBEAN MEAL]**

**MICRO LONGER DATED SECURITIES**

THIS IS TO CERTIFY THAT

is/are the registered holder(s) of \_\_\_\_\_ of the above-mentioned undated limited recourse secured micro securities with a Principal Amount of US\$• each (the "Micro Longer Dated Securities") which are constituted by a trust instrument dated 21 September 2006 and trust instruments supplemental thereto (together, the "Trust Instrument") and made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "Trustee") as trustee for the holders of such Micro Longer Dated Securities, and such Micro Longer Dated Securities are issued with the benefit of and subject to the provisions contained in the Trust Instrument and the Conditions (the "Conditions") set out in the Second Schedule to the Trust Instrument. The Issuer acknowledges that it is indebted to the holder of such Micro Longer Dated Securities in respect of the higher from time to time of the Principal Amount and the Redemption Amount (each as defined in the Conditions) in accordance with the Conditions and subject as provided in the Trust Instrument undertakes to pay on redemption of such Micro Longer Dated Securities the amount due in accordance with the Conditions.

Given under the Securities Seal of the Issuer

on

**NOTES:**

- (i) The Micro Longer Dated Securities are transferable in integral minimum denominations of one.
- (ii) No transfer of any part of the Micro Longer Dated Securities represented by this Certificate will be registered unless it be accompanied by this Certificate or unless it is in uncertificated form.

No transfer of any of the securities comprised in this Certificate will be registered until this Certificate has been lodged with the Issuer's Registrar, COMPUTERSHARE INVESTOR SERVICES (CHANNEL ISLANDS) LIMITED, QUEENSWAY HOUSE, HIGROVE STREET, ST. HELIER, JERSEY JE1 1ES. TELEPHONE: [01534 825329/825231]. FAX [01534 825247].

**THE SECOND SCHEDULE  
"THE SIXTH SCHEDULE  
CLASSES OF MICRO AND COMMODITY SECURITIES**

**PART A**

**Micro Classic Securities**

The following classes of Micro Classic Securities are available for issue and in relation to each such class set against its name is the Individual Commodity Index for such class of Micro Classic Security, and the Principal Amount for each Micro Classic Security of such class:

<b>Class</b>	<b>Individual Commodity Index</b>	<b>Principal Amount</b>
Aluminium Micro Securities	The Dow Jones-UBS Aluminum Sub-Index <sup>SM</sup>	\$0.00000100
Brent Crude Micro Securities	The Dow Jones-UBS Brent Crude Sub-Index <sup>SM</sup>	\$0.00000625
Cocoa Micro Securities	The Dow Jones-UBS Cocoa Sub-Index <sup>SM</sup>	\$0.00000050
Coffee Micro Securities	The Dow Jones-UBS Coffee Sub-Index <sup>SM</sup>	\$0.00000050
Copper Micro Securities	The Dow Jones-UBS Copper Sub-Index <sup>SM</sup>	\$0.00000300
Corn Micro Securities	The Dow Jones-UBS Corn Sub-Index <sup>SM</sup>	\$0.00000025
Cotton Micro Securities	The Dow Jones-UBS Cotton Sub-Index <sup>SM</sup>	\$0.00000050
Gas Oil Micro Securities	The Dow Jones-UBS Gas Oil Sub-Index <sup>SM</sup>	\$0.00000375
Gasoline Micro Securities	The Dow Jones-UBS Unleaded Gasoline Sub-Index <sup>SM</sup>	\$0.00000500
Gold Micro Securities	The Dow Jones-UBS Gold Sub-Index <sup>SM</sup>	\$0.00000100
Heating Oil Micro Securities	The Dow Jones-UBS Heating Oil Sub-Index <sup>SM</sup>	\$0.00000300
Kansas Wheat Micro Securities	The Dow Jones-UBS Kansas Wheat Sub-Index <sup>SM</sup>	\$0.00000125
Lead Micro Securities	The Dow Jones-UBS Lead Sub-Index <sup>SM</sup>	\$0.00000350
Lean Hogs Micro Securities	The Dow Jones-UBS Lean Hogs Sub-Index <sup>SM</sup>	\$0.00000050
Live Cattle Micro Securities	The Dow Jones-UBS Live Cattle Sub-Index <sup>SM</sup>	\$0.00000200
Natural Gas Micro Securities	The Dow Jones-UBS Natural Gas Sub-Index <sup>SM</sup>	\$0.00000003
Nickel Micro Securities	The Dow Jones-UBS Nickel Sub-Index <sup>SM</sup>	\$0.00000200
Platinum Micro Securities	The Dow Jones-UBS Platinum Sub-Index <sup>SM</sup>	\$0.00000650
Silver Micro Securities	The Dow Jones-UBS Silver Sub-Index <sup>SM</sup>	\$0.00000200
Soybean Meal Micro Securities	The Dow Jones-UBS Soybean Meal Sub-Index <sup>SM</sup>	\$0.00000625
Soybean Oil Micro Securities	The Dow Jones-UBS Soybean Oil Sub-Index <sup>SM</sup>	\$0.00000100

<b>Class</b>	<b>Individual Commodity Index</b>	<b>Principal Amount</b>
Soybeans Micro Securities	The Dow Jones-UBS Soybeans Sub-Index <sup>SM</sup>	\$0.00000200
Sugar Micro Securities	The Dow Jones-UBS Sugar Sub-Index <sup>SM</sup>	\$0.00000300
Tin Micro Securities	The Dow Jones-UBS Tin Sub-Index <sup>SM</sup>	\$0.00000350
Wheat Micro Securities	The Dow Jones-UBS Wheat Sub-Index <sup>SM</sup>	\$0.00000025
WTI Crude Oil Micro Securities	The Dow Jones-UBS WTI Crude Oil Sub-Index <sup>SM</sup>	\$0.00000500
Zinc Micro Securities	The Dow Jones-UBS Zinc Sub-Index <sup>SM</sup>	\$0.00000100

## PART B

### Classic Individual Securities

The following classes of Classic Individual Securities are available for issue and in relation to each such class set against its name is the Principal Amount for each Classic Individual Security of such class:

<b>Class</b>	<b>Principal Amount</b>
ETFS Aluminium Individual Securities	\$1.00000000
ETFS Brent Crude Individual Securities	\$6.25000000
ETFS Cocoa Individual Securities	\$0.50000000
ETFS Coffee Individual Securities	\$0.50000000
ETFS Copper Individual Securities	\$3.00000000
ETFS Corn Individual Securities	\$0.25000000
ETFS Cotton Individual Securities	\$0.50000000
ETFS Gas Oil Individual Securities	\$3.75000000
ETFS Gasoline Individual Securities	\$5.00000000
ETFS Gold Individual Securities	\$1.00000000
ETFS Heating Oil Individual Securities	\$3.00000000
ETFS Kansas Wheat Individual Securities	\$1.25000000
ETFS Lead Individual Securities	\$3.50000000
ETFS Lean Hogs Individual Securities	\$0.50000000
ETFS Live Cattle Individual Securities	\$2.00000000
ETFS Natural Gas Individual Securities	\$0.03000000
ETFS Nickel Individual Securities	\$2.00000000
ETFS Platinum Individual Securities	\$6.50000000
ETFS Silver Individual Securities	\$2.00000000
ETFS Soybean Meal Individual Securities	\$6.25000000
ETFS Soybean Oil Individual Securities	\$1.00000000
ETFS Soybeans Individual Securities	\$2.00000000
ETFS Sugar Individual Securities	\$3.00000000
ETFS Tin Individual Securities	\$3.50000000
ETFS Wheat Individual Securities	\$0.25000000
ETFS WTI Crude Oil Individual Securities	\$5.00000000
ETFS Zinc Individual Securities	\$1.00000000



## PART C

### Classic Index Securities

The following categories of Classic Index Securities are available for issue and as at the date of the twelfth supplemental trust instrument to these presents each Classic Index Security of the relevant category is comprised (subject to Rebalancing) of the numbers and classes of Micro Classic Securities, and has the Principal Amount, specified in relation to it in the table below:

<b>Classic Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Classic Index Securities</b>
<b><i>ETFs All Commodities DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		<b>\$2.11867176</b>
Natural Gas Micro Securities	9,555,492	
WTI Crude Oil Micro Securities	53,053	
Brent Crude Micro Securities	12,252	
Gasoline Micro Securities	11,613	
Heating Oil Micro Securities	21,510	
Aluminium Micro Securities	185,929	
Copper Micro Securities	28,467	
Zinc Micro Securities	69,683	
Nickel Micro Securities	17,826	
Gold Micro Securities	69,408	
Silver Micro Securities	12,734	
Live Cattle Micro Securities	73,618	
Lean Hogs Micro Securities	305,366	
Wheat Micro Securities	457,028	
Corn Micro Securities	515,004	
Soybeans Micro Securities	57,993	
Sugar Micro Securities	23,666	
Cotton Micro Securities	103,167	
Coffee Micro Securities	101,751	
Soybean Oil Micro Securities	63,661	
<b><i>ETFs Agriculture DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		<b>\$1.01415075</b>
Wheat Micro Securities	775,482	
Corn Micro Securities	876,727	
Soybeans Micro Securities	98,725	
Sugar Micro Securities	40,280	
Cotton Micro Securities	175,632	
Coffee Micro Securities	173,391	
Soybean Oil Micro Securities	108,297	
<b><i>ETFs Energy DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		<b>\$1.63696847</b>
Natural Gas Micro Securities	20,807,849	
WTI Crude Oil Micro Securities	115,799	
Gasoline Micro Securities	25,345	
Heating Oil Micro Securities	46,946	
Brent Crude Micro Securities	26,588	

<b>Classic Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Classic Index Securities</b>
<b><i>ETFS Ex-Energy DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		\$1.71448725
Aluminium Micro Securities	233,341	
Copper Micro Securities	35,680	
Zinc Micro Securities	87,477	
Nickel Micro Securities	22,375	
Gold Micro Securities	86,939	
Silver Micro Securities	15,951	
Live Cattle Micro Securities	92,208	
Lean Hogs Micro Securities	382,499	
Wheat Micro Securities	574,141	
Corn Micro Securities	645,080	
Soybeans Micro Securities	72,640	
Sugar Micro Securities	29,663	
Cotton Micro Securities	129,298	
Coffee Micro Securities	127,553	
Soybean Oil Micro Securities	79,873	
<b><i>ETFS Grains DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		\$0.720943
Wheat Micro Securities	914,978	
Corn Micro Securities	1,035,738	
Soybeans Micro Securities	116,632	
<b><i>ETFS Industrial Metals DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		\$2.136978
Aluminium Micro Securities	1,055,728	
Copper Micro Securities	160,691	
Zinc Micro Securities	396,499	
Nickel Micro Securities	101,339	
<b><i>ETFS Livestock DJ- UBSCI<sup>SM</sup> Index Securities</i></b>		\$1.322635
Live Cattle Micro Securities	324,624	
Lean Hogs Micro Securities	1,346,774	
<b><i>ETFS Petroleum DJ- UBSCI<sup>SM</sup> Index Securities</i></b>		\$4.1879695
WTI Crude Oil Micro Securities	478,921	
Gasoline Micro Securities	104,820	
Heating Oil Micro Securities	194,159	
Brent Crude Micro Securities	109,886	
<b><i>ETFS Precious Metals DJ- UBSCI<sup>SM</sup> Index Securities</i></b>		\$1.274783
Gold Micro Securities	932,873	
Silver Micro Securities	170,955	

<b>Classic Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Classic Index Securities</b>
<b><i>ETFS Softs DJ- UBSCI<sup>SM</sup> Index Securities</i></b>		\$1.181622
Sugar Micro Securities	161,162	
Cotton Micro Securities	702,208	
Coffee Micro Securities	694,064	
<b><i>ETFS Ex-Agriculture &amp; Livestock DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	18,307,458	\$2.34049108
WTI Crude Oil Micro Securities	102,567	
Brent Crude Micro Securities	23,680	
Gasoline Micro Securities	22,448	
Heating Oil Micro Securities	41,584	
Aluminium Micro Securities	358,995	
Copper Micro Securities	54,937	
Zinc Micro Securities	134,499	
Nickel Micro Securities	34,387	
Gold Micro Securities	134,194	
Silver Micro Securities	24,620	
<b><i>ETFS Ex-Industrial Metals DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	10,216,364	\$1.87493492
WTI Crude Oil Micro Securities	57,197	
Brent Crude Micro Securities	13,190	
Gasoline Micro Securities	12,521	
Heating Oil Micro Securities	23,187	
Gold Micro Securities	74,838	
Silver Micro Securities	13,732	
Live Cattle Micro Securities	79,372	
Lean Hogs Micro Securities	329,239	
Wheat Micro Securities	492,752	
Corn Micro Securities	555,270	
Soybeans Micro Securities	62,509	
Sugar Micro Securities	25,436	
Cotton Micro Securities	110,979	
Coffee Micro Securities	109,578	
Soybean Oil Micro Securities	68,580	
<b><i>ETFS Ex-Precious Metals DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	9,944,574	\$2.13252297
WTI Crude Oil Micro Securities	56,049	
Brent Crude Micro Securities	12,863	
Gasoline Micro Securities	12,267	
Heating Oil Micro Securities	22,722	
Aluminium Micro Securities	196,396	
Copper Micro Securities	30,082	
Zinc Micro Securities	73,575	
Nickel Micro Securities	18,802	

<b>Classic Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Classic Index Securities</b>
Live Cattle Micro Securities	77,778	
Lean Hogs Micro Securities	322,622	
Wheat Micro Securities	482,592	
Corn Micro Securities	544,112	
Soybeans Micro Securities	61,270	
Sugar Micro Securities	24,916	
Cotton Micro Securities	108,680	
Coffee Micro Securities	107,650	
Soybean Oil Micro Securities	67,229	
<b><i>ETFs Ex-Agriculture DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	14,590,761	\$2.34049108
WTI Crude Oil Micro Securities	81,723	
Brent Crude Micro Securities	18,869	
Gasoline Micro Securities	17,886	
Heating Oil Micro Securities	33,130	
Aluminium Micro Securities	286,003	
Copper Micro Securities	43,766	
Zinc Micro Securities	107,152	
Nickel Micro Securities	27,396	
Gold Micro Securities	106,920	
Silver Micro Securities	19,618	
Live Cattle Micro Securities	113,401	
Lean Hogs Micro Securities	470,398	
<b><i>ETFs Ex-Livestock DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	11,714,313	\$2.25034789
WTI Crude Oil Micro Securities	65,780	
Brent Crude Micro Securities	15,174	
Gasoline Micro Securities	14,396	
Heating Oil Micro Securities	26,668	
Aluminium Micro Securities	230,429	
Copper Micro Securities	35,268	
Zinc Micro Securities	86,335	
Nickel Micro Securities	22,069	
Gold Micro Securities	86,063	
Silver Micro Securities	15,791	
Wheat Micro Securities	566,840	
Corn Micro Securities	638,588	
Soybeans Micro Securities	71,908	
Sugar Micro Securities	29,269	
Cotton Micro Securities	127,679	
Coffee Micro Securities	126,209	
Soybean Oil Micro Securities	78,922	
<b><i>ETFs Ex-Softs DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	11,200,594	\$2.29853107

<b>Classic Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Classic Index Securities</b>
WTI Crude Oil Micro Securities	62,801	
Brent Crude Micro Securities	14,487	
Gasoline Micro Securities	13,745	
Heating Oil Micro Securities	25,460	
Aluminium Micro Securities	219,821	
Copper Micro Securities	33,643	
Zinc Micro Securities	82,355	
Nickel Micro Securities	21,054	
Gold Micro Securities	82,165	
Silver Micro Securities	15,076	
Live Cattle Micro Securities	87,143	
Lean Hogs Micro Securities	361,488	
Wheat Micro Securities	541,103	
Corn Micro Securities	609,651	
Soybeans Micro Securities	68,644	
Soybean Oil Micro Securities	75,323	
 <b><i>ETFS Ex-Grains DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	12,437,585	\$2.3107043
WTI Crude Oil Micro Securities	69,802	
Brent Crude Micro Securities	16,125	
Gasoline Micro Securities	15,279	
Heating Oil Micro Securities	28,301	
Aluminium Micro Securities	244,565	
Copper Micro Securities	37,424	
Zinc Micro Securities	91,637	
Nickel Micro Securities	23,425	
Gold Micro Securities	91,327	
Silver Micro Securities	16,755	
Live Cattle Micro Securities	96,862	
Lean Hogs Micro Securities	401,786	
Sugar Micro Securities	31,073	
Cotton Micro Securities	135,538	
Coffee Micro Securities	133,919	
Soybean Oil Micro Securities	83,762	
 <b><i>ETFS Ex-Petroleum DJ-UBSCI<sup>SM</sup> Index Securities</i></b>		
Natural Gas Micro Securities	10,442,137	\$1.82855786
Aluminium Micro Securities	206,390	
Copper Micro Securities	31,552	
Zinc Micro Securities	77,363	
Nickel Micro Securities	19,774	
Gold Micro Securities	76,827	
Silver Micro Securities	14,097	
Live Cattle Micro Securities	81,481	
Lean Hogs Micro Securities	337,997	
Wheat Micro Securities	506,938	
Corn Micro Securities	570,033	

**Classic Index Securities****Number    Principal Amount (subject  
to adjustment) of Classic  
Index Securities**Soybeans Micro Securities  
Sugar Micro Securities  
Cotton Micro Securities  
Coffee Micro Securities  
Soybean Oil Micro Securities64,191  
26,192  
114,260  
112,869  
70,590

## PART D

### Micro Longer Dated Securities

The following classes of Micro Longer Dated Securities are available for issue and in relation to each such class set against its name is the Individual Commodity Index for such class of Micro Longer Dated Security, and the Principal Amount for each Micro Longer Dated Security of such class:

Class	Individual Commodity Index	Principal Amount
Aluminium Micro Longer Dated Securities	The Dow Jones-UBS Aluminum 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000100
Brent Crude Micro Longer Dated Securities	The Dow Jones-UBS Brent Crude 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000775
Coffee Micro Longer Dated Securities	The Dow Jones-UBS Coffee 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000050
Copper Micro Longer Dated Securities	The Dow Jones-UBS Copper 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000500
Corn Micro Longer Dated Securities	The Dow Jones-UBS Corn 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000050
Cotton Micro Longer Dated Securities	The Dow Jones-UBS Cotton 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000050
Gas Oil Micro Longer Dated Securities	The Dow Jones-UBS Gas Oil 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000445
Gasoline Micro Longer Dated Securities	The Dow Jones-UBS Unleaded Gasoline 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000800
Gold Micro Longer Dated Securities	The Dow Jones-UBS Gold 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000100
Heating Oil Micro Longer Dated Securities	The Dow Jones-UBS Heating Oil 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000500
Kansas Wheat Micro Longer Dated Securities	The Dow Jones-UBS Kansas Wheat 3 Month Forward Sub Index <sup>SM</sup>	\$0.00000175
Lean Hogs Micro Longer Dated Securities	The Dow Jones-UBS Lean Hogs 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000300
Live Cattle Micro Longer Dated Securities	The Dow Jones-UBS Live Cattle 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000150
Natural Gas Micro Longer Dated Securities	The Dow Jones-UBS Natural Gas 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000055
Nickel Micro Longer Dated Securities	The Dow Jones-UBS Nickel 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000500
Silver Micro Longer Dated Securities	The Dow Jones-UBS Silver 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000150
Soybean Meal Micro Longer Dated Securities	The Dow Jones-UBS Soybean Meal 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000350
Soybean Oil Micro Longer Dated Securities	The Dow Jones-UBS Soybean Oil 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000100
Soybeans Micro Longer Dated Securities	The Dow Jones-UBS Soybeans 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000100
Sugar Micro Longer Dated Securities	The Dow Jones-UBS Sugar 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000150
Wheat Micro Longer Dated Securities	The Dow Jones-UBS Wheat 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000100
WTI Crude Oil Micro Longer Dated Securities	The Dow Jones-UBS WTI Crude Oil 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000800

<b>Class</b>	<b>Individual Commodity Index</b>	<b>Principal Amount</b>
Zinc Micro Longer Dated Securities	The Dow Jones-UBS Zinc 3 Month Forward Sub-Index <sup>SM</sup>	\$0.00000150



## PART E

### Longer Dated Individual Securities

The following classes of Longer Dated Individual Securities are available for issue and in relation to each such class set against its name is the Principal Amount for each Longer Dated Individual Security of such class:

<b>Class</b>	<b>Principal Amount</b>
ETFS Longer Dated Aluminium Individual Securities	\$1.00000000
ETFS Longer Dated Brent Crude Individual Securities	\$7.75000000
ETFS Longer Dated Coffee Individual Securities	\$0.50000000
ETFS Longer Dated Copper Individual Securities	\$5.00000000
ETFS Longer Dated Corn Individual Securities	\$0.50000000
ETFS Longer Dated Cotton Individual Securities	\$0.50000000
ETFS Longer Dated Gas Oil Individual Securities	\$4.45000000
ETFS Longer Dated Gasoline Individual Securities	\$8.00000000
ETFS Longer Dated Gold Individual Securities	\$1.00000000
ETFS Longer Dated Heating Oil Individual Securities	\$5.00000000
ETFS Longer Dated Kansas Wheat Individual Securities	\$1.75000000
ETFS Longer Dated Lean Hogs Individual Securities	\$3.00000000
ETFS Longer Dated Live Cattle Individual Securities	\$1.50000000
ETFS Longer Dated Natural Gas Individual Securities	\$0.55000000
ETFS Longer Dated Nickel Individual Securities	\$5.00000000
ETFS Longer Dated Silver Individual Securities	\$1.50000000
ETFS Longer Dated Soybean Meal Individual Securities	\$3.50000000
ETFS Longer Dated Soybean Oil Individual Securities	\$1.00000000
ETFS Longer Dated Soybeans Individual Securities	\$1.00000000
ETFS Longer Dated Sugar Individual Securities	\$1.50000000
ETFS Longer Dated Wheat Individual Securities	\$1.00000000
ETFS Longer Dated WTI Crude Oil Individual Securities	\$8.00000000
ETFS Longer Dated Zinc Individual Securities	\$1.50000000

## PART F

### Longer Dated Index Securities

The following categories of Longer Dated Index Securities are available for issue and as at the date of the twelfth supplemental trust instrument to these presents each Longer Dated Index Security of the relevant category is comprised (subject to Rebalancing) of the numbers and classes of Longer Dated Micro securities, and has the Principal Amount, specified in relation to it in the table below:

<b>Longer Dated Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Longer Dated Index Securities</b>
<b><i>ETFS Longer Dated All Commodities Index Securities</i></b>		<b>\$2.9993534</b>
Natural Gas Micro Longer Dated Securities	719,998	
WTI Crude Oil Micro Longer Dated Securities	37,147	
Brent Crude Micro Longer Dated Securities	20,714	
Gasoline Micro Longer Dated Securities	10,579	
Heating Oil Micro Longer Dated Securities	18,284	
Aluminium Micro Longer Dated Securities	256,421	
Copper Micro Longer Dated Securities	38,799	
Zinc Micro Longer Dated Securities	100,697	
Nickel Micro Longer Dated Securities	24,450	
Gold Micro Longer Dated Securities	145,575	
Silver Micro Longer Dated Securities	24,850	
Live Cattle Micro Longer Dated Securities	82,906	
Lean Hogs Micro Longer Dated Securities	38,143	
Wheat Micro Longer Dated Securities	245,401	
Corn Micro Longer Dated Securities	422,819	
Soybeans Micro Longer Dated Securities	124,066	
Sugar Micro Longer Dated Securities	28,538	
Cotton Micro Longer Dated Securities	78,705	
Coffee Micro Longer Dated Securities	160,527	
Soybean Oil Micro Longer Dated Securities	80,944	
<b><i>ETFS Longer Dated Agriculture Index Securities</i></b>		<b>\$1.227748</b>
Wheat Micro Longer Dated Securities	364,850	
Corn Micro Longer Dated Securities	630,404	
Soybeans Micro Longer Dated Securities	184,982	
Sugar Micro Longer Dated Securities	42,523	
Cotton Micro Longer Dated Securities	117,347	
Coffee Micro Longer Dated Securities	239,364	
Soybean Oil Micro Longer Dated Securities	120,574	
<b><i>ETFS Longer Dated Energy Index Securities</i></b>		<b>\$4.12806655</b>
Natural Gas Micro Longer Dated Securities	2,886,451	
WTI Crude Oil Micro Longer Dated Securities	149,099	
Brent Crude Micro Longer Dated Securities	82,706	
Gasoline Micro Longer Dated Securities	42,470	
Heating Oil Micro Longer Dated Securities	73,399	

<b>Longer Dated Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Longer Dated Index Securities</b>
<b><i>ETFS Longer Dated Ex-Energy Index Securities</i></b>		\$2.0917615
Aluminium Micro Longer Dated Securities	272,573	
Copper Micro Longer Dated Securities	41,197	
Zinc Micro Longer Dated Securities	107,066	
Nickel Micro Longer Dated Securities	25,995	
Gold Micro Longer Dated Securities	154,426	
Silver Micro Longer Dated Securities	26,362	
Live Cattle Micro Longer Dated Securities	87,961	
Lean Hogs Micro Longer Dated Securities	40,469	
Wheat Micro Longer Dated Securities	261,031	
Corn Micro Longer Dated Securities	448,526	
Soybeans Micro Longer Dated Securities	131,612	
Sugar Micro Longer Dated Securities	30,288	
Cotton Micro Longer Dated Securities	83,489	
Coffee Micro Longer Dated Securities	170,459	
Soybean Oil Micro Longer Dated Securities	86,000	
<b><i>ETFS Longer Dated Grains Index Securities</i></b>		\$1.010899
Wheat Micro Longer Dated Securities	425,790	
Corn Micro Longer Dated Securities	737,442	
Soybeans Micro Longer Dated Securities	216,388	
<b><i>ETFS Longer Dated Industrial Metals Index Securities</i></b>		\$2.911125
Aluminium Micro Longer Dated Securities	1,032,434	
Copper Micro Longer Dated Securities	155,267	
Zinc Micro Longer Dated Securities	406,294	
Nickel Micro Longer Dated Securities	98,583	
<b><i>ETFS Longer Dated Livestock Index Securities</i></b>		\$2.281827
Live Cattle Micro Longer Dated Securities	792,252	
Lean Hogs Micro Longer Dated Securities	364,483	
<b><i>ETFS Longer Dated Petroleum Index Securities</i></b>		\$7.46278475
WTI Crude Oil Micro Longer Dated Securities	438,043	
Brent Crude Micro Longer Dated Securities	242,845	
Gasoline Micro Longer Dated Securities	124,774	
Heating Oil Micro Longer Dated Securities	215,640	
<b><i>ETFS Longer Dated Precious Metals Index Securities</i></b>		\$1.1944705
Gold Micro Longer Dated Securities	951,199	
Silver Micro Longer Dated Securities	162,181	
<b><i>ETFS Longer Dated Softs Index Securities</i></b>		\$0.9822825
Sugar Micro Longer Dated Securities	172,568	

<b>Longer Dated Index Securities</b>	<b>Number</b>	<b>Principal Amount (subject to adjustment) of Longer Dated Index Securities</b>
Cotton Micro Longer Dated Securities	475,623	
Coffee Micro Longer Dated Securities	971,238	

## THE THIRD SCHEDULE

### “THE SECOND SCHEDULE

#### THE CONDITIONS

##### ETFS Commodity Securities Limited

##### ETFS Classic Commodity Securities and

##### ETFS Longer Dated Commodity Securities

The Micro and Commodity Securities are undated, limited recourse, secured debt securities of ETFS Commodity Securities Limited and are constituted by, are issued subject to and have the benefit of, a trust instrument dated 21 September 2006 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the holders of Micro and Commodity Securities as amended by a supplemental trust instrument dated 17 September 2007, a second supplemental trust instrument dated 23 April 2008, a third supplemental trust instrument dated 15 August 2008, a fourth supplemental trust instrument dated 15 September 2008, a fifth supplemental trust instrument dated 8 October 2008, a sixth supplemental trust instrument dated 29 June 2009, a seventh supplemental trust instrument dated 7 August 2009, an eighth supplemental trust instrument dated 20 January 2011, a ninth supplemental trust instrument dated 14 March 2011, a tenth supplemental trust instrument dated 22 December 2011, an eleventh supplemental trust instrument dated 26 January 2012 and a twelfth supplemental trust instrument dated ~~14~~December 2012, governed by Jersey law.

The Security Holders (as defined below) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Trust Instrument and the Security Deeds (each as defined below) and the Conditions set out below.

#### 1. DEFINED TERMS AND INTERPRETATION

1.1 In these Conditions, the following words and expressions have the following meanings:

**Acceptable Credit Rating** means a long term senior debt credit rating of at least BBB+ from Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof), and of at least Baa1 from Moody's Investors Service Inc. (or any successor to the ratings business thereof);

**Affiliate** means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person;

**Agreed Pricing** has the meaning given in Condition 8.1(b);

**Agreed Redemption Form** means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Micro and Commodity Securities using Agreed Pricing;

**Applicable Date** means the date of the twelfth supplemental trust instrument between the Issuer and the Trustee expressed to be supplemental to the Trust Instrument;

**Authorised Participant** means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least

one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, *provided that* no person shall be an Authorised Participant in respect of a Commodity Contract Counterparty unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and *provided further that* a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another;

**Authorised Participant Agreement** means a written agreement between the Issuer and another person under which such person is appointed to act as an “Authorised Participant”, distribution agent or in a substantially similar function in relation to Micro Securities and/or Commodity Securities comprising *inter alia* Micro Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;

**Business Day** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York;

**Calculation Agent** means the person from time to time appointed by the Issuer and each Commodity Contract Counterparty for the purposes referred to in Condition 16;

**Capital Adjustment** means an adjustment factor to be included in the calculation of the Multiplier which is agreed from time to time by a Commodity Contract Counterparty and the Issuer;

**category** means, in relation to Index Securities, the type of Index Security determined by the mix of different classes of Micro Securities comprised in the Index Security;

**Certificated or Certificated Form** means not in Uncertificated Form;

**CIP** means “Commodity Index Percentage” as defined in the Handbook from time to time;

**class** means a class of Micro Securities or Individual Securities under which the Issuer’s obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty’s obligations to make payment, are determined by reference to a particular Individual Commodity Index; and Micro or Individual Securities, and the corresponding class of Commodity Contracts, referable to a particular Individual Commodity Index but of different Strategies are each of a separate and distinct class;

**Classic Commodity Contract** means in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Securities;

**Classic Index Security** means a Commodity Security of a class specified as such in Part C of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

**Classic Individual Security** means a Commodity Security of a class specified as such in Part B of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

**Classic Micro and Commodity Securities** means Micro Classic Securities, Classic Individual Securities and Classic Index Securities and **Classic Micro or Commodity Securities** means any of them;

**Collateral** means all Posted Collateral as defined in any Security Agreement to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement;

**Commodity Contract** means in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Securities and includes Classic Commodity Contracts and Longer Dated Commodity Contracts;

**Commodity Contract Counterparty** means the counterparty to each Facility Agreement with the Issuer, and for so long as the UBS Facility Agreement remains in force includes UBS and for so long as the MLCI Facility Agreement remains in force includes MLCI;

**Commodity Contract Termination** means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement;

**Commodity Securities** means Index Securities and Individual Securities;

**comprised in** and **comprised of** in relation to a Commodity Security means the Micro Securities by reference to which the amount payable on Redemption of that Commodity Security is calculated and for which a Commodity Security (when in Certificated Form) may be surrendered in accordance with the provisions of the Trust Instrument and **comprise** and **comprised** shall be construed accordingly;

**Compulsory Daily Pricing Number** means, in respect of a Compulsory Redemption and a type of Micro or Commodity Securities, the number of outstanding Micro or Commodity Securities of the relevant type or types which, in relation to each Pricing Day on which Micro or Commodity Securities of that type or those types are required to be priced under the relevant Facility Agreement, shall be:

- (a) if the Compulsory Redemption Number is not more than the Redemption Limit (in each case for the type), the Compulsory Redemption Number;
- (b) if the Compulsory Redemption Number is equal to or more than five times the Redemption Limit, 20 per cent. of the Compulsory Redemption Number; and
- (c) otherwise, the amount shall be the Redemption Limit on the first and on each consecutive Pricing Day thereafter except on the last Pricing Day when the amount shall be the Compulsory Redemption Number minus the sum of the Compulsory Number Priced on each preceding Pricing Day for that class or those classes in relation to that Compulsory Redemption;

**Compulsory Number Priced** means in respect of a Pricing Day and a type of Micro or Commodity Securities, the Compulsory Daily Pricing Number; provided that where the Compulsory Redemption Date is notified in accordance with Condition 9.6 the Compulsory Number Priced in respect of a type of Micro or Commodity Securities for any Pricing Day shall be reduced by the number of Micro or Commodity Securities of that type which are subject to a Redemption Form submitted in respect of that Pricing Day and, if such reduction would result in a negative number, that negative number shall be carried forward and applied to reduce the Compulsory Number Priced for the next following Pricing Day and any negative number on the last Pricing Day will be ignored;

**Compulsory Redemption** means a Redemption of Micro or Commodity Securities in accordance with Condition 9.11;

**Compulsory Redemption Date** means a date notified in accordance with Conditions 9.1, 9.2, 9.5, 9.6, 9.6A or 9.7;

**Compulsory Redemption Number** means in respect of a Compulsory Redemption Date and a type of Micro or Commodity Securities, where such Compulsory Redemption Date is notified in accordance with:

- (a) Conditions 9.1, 9.2 or 9.6A, the total number of Micro or Commodity Securities of that type outstanding as at the Business Day immediately preceding the Compulsory Redemption Date;
- (b) Condition 9.5, provided that the Individual Commodity Index relates to that type, the total number of Micro or Commodity Securities of that type outstanding as at the Business Day immediately preceding the Compulsory Redemption Date;
- (c) Condition 9.6, the number of that type of outstanding Micro or Commodity Securities in respect of which notice was given by the Issuer in accordance with Condition 9.6 (unless Condition 8.19(d) applies, in which case it means all of the Micro or Commodity Securities of that type outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date); and
- (d) Condition 9.7, the number of Micro or Commodity Securities of that type in respect of which notice was given by the Issuer in accordance with Condition 9.7 with respect to the Security Holder in question;

**Conditions** means these terms and conditions on and subject to which Micro and Commodity Securities are issued;

**Control Agreement** means in relation to any Security Agreement the Control Agreement as defined in such Security Agreement;

**Controller** means, in relation to any company, a person who:

- (a) holds 10 per cent. or more of the shares in such company;
- (b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;
- (c) holds 10 per cent. or more of the shares in a parent undertaking of such company;
- (d) is able to exercise significant influence over the management of the parent undertaking of such company;
- (e) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in such company;
- (f) is able to exercise significant influence over the management of such company by virtue of his voting power in such company;
- (g) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in the parent undertaking of such company; or



- (h) is able to exercise significant influence over the management of the parent undertaking of such company by virtue of his voting rights;

**Counterparty Event of Default** means:

- (a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five (5) Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement provided that such breach (if capable of being rectified) is not rectified within five (5) Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach;
- (b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;
- (c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;
- (d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer and the Trustee in their sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (d) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support));
- (e) in the case of a Commodity Contract Counterparty that is a party with the Issuer to a Short and Leveraged Facility Agreement, a Counterparty Default (as defined in such Short and Leveraged Facility Agreement) shall have occurred under such Short and Leveraged Facility Agreement; or
- (f) in the case of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any Security Agreement Event falling within the definition of Counterparty Default in the relevant Facility Agreement;

**CREST** means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited;

**Default Rate** means a rate per annum of interest equal to LIBOR plus 2 per cent., compounding daily;

**Defaulted Obligation** means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Micro and Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make

any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

**Direct Agreement** means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant;

**DJ-UBS CI-F3<sup>SM</sup>** means Dow Jones – UBS Commodity Index 3 Month Forward<sup>SM</sup> calculated by UBS Securities in conjunction with Dow Jones, and published by Dow Jones;

**DJ-UBS CI<sup>SM</sup>** means Dow Jones – UBS Commodity Index<sup>SM</sup> calculated by UBS Securities in conjunction with Dow Jones, and published by Dow Jones;

**DJ-UBS Commodity Indices** means both the DJ-UBS CI<sup>SM</sup> and the DJ-UBS CI-F3<sup>SM</sup> and includes the other related indices and sub-indices of the DJ-UBS CI<sup>SM</sup> and the **DJ-UBS Commodity Index** shall be construed accordingly;

**Dow Jones** means Dow Jones & Company, Inc. and/or CME Group Index Services LLC and/or the Affiliate of any of them;

**ECIPs** means, with respect to a DJ-UBS Commodity Index, the effective percentage weights of the constituent commodities in that DJ-UBS Commodity Index from time to time as published by Dow Jones and/or UBS Securities (or as determined by the Calculation Agent for the purposes of one or more Facility Agreements if no such percentage weights have been so published);

**Extended Voluntary Rebalancing** means a Voluntary Rebalancing which the Issuer has determined should be conducted over the same days as if a Required Rebalancing was occurring in that month;

**Extraordinary Resolution** means in respect of a particular type or particular types taken together of Micro and Commodity Securities either (a) a resolution passed at a duly convened meeting of the holders of Micro and Commodity Securities of such type or types and carried by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Micro and Commodity Securities of such type or types voting on such resolution or (b) a resolution in writing of holders of such type or types of Micro and Commodity Securities holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of such type or types of Micro and Commodity Securities, and in the cases of (a) and (b) where so provided for in the Trust Instrument or these Conditions, holders of Index Securities or Individual Securities may for these purposes be treated as holders of the relevant type or types of Micro Securities comprised therein;

**Facility Agreements** means the agreements entitled “Facility Agreement relating to Classic and Longer Dated Commodity Contracts” between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder, including such an agreement between the Issuer and UBS dated 5 August 2009 (the **UBS Facility Agreement**) and such an agreement between the Issuer and MLCI dated 14 March 2011 (the **MLCI Facility Agreement**);

**FSA** means the UK Financial Services Authority;

**FSMA** means the Financial Services and Markets Act 2000;

**Full Pricing Day** means a day which is a Pricing Day in respect of all Individual Commodity Indices;

**Funding Rate** means a rate per annum of interest equal to LIBOR, compounding daily;

**Further Securities** means securities issued by the Issuer in accordance with Condition 20.1;

**General Notice** means any notice given in accordance with these Conditions other than a Pricing Notice;

**General Trading Day** means a "Business Day" as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument "any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent." where "Index Commodities" has the meaning given to it in the Handbook);

**Guarantee** means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool;

**Guarantor** means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty's obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool;

**Handbook** means the document called "DJ-UBS CI<sup>SM</sup> Handbook" (including its appendices) which sets out the methodology for calculation of the DJ-UBS CI<sup>SM</sup> and the DJ-UBS CI-F3<sup>SM</sup>, prepared and as amended, varied, supplemented or replaced from time to time by Dow Jones and UBS Securities, a copy of which, as at the Applicable Date, can be obtained from the following address: [http://www.djindexes.com/mdsidx/downloads/DJUBSCI\\_handbook.pdf](http://www.djindexes.com/mdsidx/downloads/DJUBSCI_handbook.pdf);

**Hedge Roll Day** means each of the fifth to ninth (inclusive) General Trading Days of each Month, provided that if the ninth General Trading Day of that Month is not a Pricing Day for one or more Individual Commodity Indices, the next following Pricing Day for each such Individual Commodity Index shall also be a Hedge Roll Day for Micro Securities of that class;

**Hedging Disruption Event** means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty's ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants or the occurrence or existence of any other circumstance or event;

**Index Securities** means the Classic Index Securities and the Longer Dated Index Securities;

**Individual Commodity Index** means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices) as calculated by Dow Jones in conjunction with UBS Securities and published by Dow Jones from time to time and in relation to a class of Micro Securities (and the corresponding class of Commodity

Contracts) means the Individual Commodity Index specified in relation to such class in the Sixth Schedule (*Classes of Micro and Commodity Securities*) to the Trust Instrument;

**Individual Securities** means together the Classic Individual Securities and the Longer Dated Individual Securities;

**Insolvency Event** means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

**Investment Company Act** means the Investment Company Act of 1940 of the United States;

**Issuer** means ETFS Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 90959;

**Issuer Business Day** means a day which is both a General Trading Day and a London Business Day;

**Issuer Insolvency Event** means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take

possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; *provided that* no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee;

**Issuer's Website** means the website having the following internet address: <http://www.etfsecurities.com/csl> or such other internet address as may be notified to Security Holders and the Trustee by RIS announcement;

**Lead Future** means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the "Lead Future" (as defined in the Handbook) for that Individual Commodity Index;

**Liability** means any loss, damage, cost, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes) and including any VAT or similar Tax charged or chargeable in respect thereof and legal and professional fees and expenses on a full indemnity basis, and Liabilities shall be construed accordingly;

**LIBOR** means, in respect of any date of determination:

- (a) the rate for overnight deposits in US Dollars which appears on the Reuters LIBOR01 page (or any successor page) as of 11:00 a.m. on the day that is two London Business Days preceding such date of determination; or
- (b) in the event of the unavailability of the Reuters LIBOR01 page (or any successor page), the rate for such determination date will be determined on the basis of the rates at which deposits in US Dollars are offered by four major banks in the London interbank market ("**Reference Banks**") at approximately 11:00 a.m. on the day that is two London Business Days preceding the relevant determination date to prime banks in the London interbank market for overnight deposits commencing on that date and in an amount (a "**Representative Amount**") that is representative for a single transaction in the relevant market at the relevant time. The Issuer will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for such date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for such determination date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Issuer, at approximately 11.00 a.m., New York City time, on such determination date for loans in US Dollars to leading European banks for overnight deposits commencing on the determination date and in a Representative Amount;

**Listing** means the admission of the Micro and Commodity Securities to the Official List in accordance with the Listing Rules and admission of the Micro and Commodity Securities to trading on the London Stock Exchange's market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective;

**Listing Failure** means the refusal of the UK Listing Authority to admit to the Official List any Micro or Commodity Securities issued or to be issued under the Programme;

**Listing Failure Date** means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Micro or Commodity Securities in respect of which a Listing Failure has occurred;

**Listing Rules** means the Listing Rules of the UK Listing Authority from time to time, made under section 73A of the FSMA;

**London Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London;

**London Stock Exchange** means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require;

**Longer Dated Commodity Contract** means in relation to Micro Longer Dated Securities of a particular class (or Longer Dated Commodity Securities to the extent they are comprised of Micro Longer Dated Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Longer Dated Securities;

**Longer Dated Index Security** means a Commodity Security of a class specified as such in Part F of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

**Longer Dated Individual Security** means a Commodity Security of a class specified as such in Part E of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

**Longer Dated Micro and Commodity Securities** means Micro Longer Dated Securities, Longer Dated Individual Securities and Longer Dated Index Securities and **Longer Dated Micro or Commodity Securities** means any of them;

**Market Disruption Event** means, in respect of a particular Individual Commodity Index, any of the following events:

- (a) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or
- (b) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of an Individual Commodity Index; or
- (c) the Settlement Price of the Lead Future or Next Future used in the calculation of the Individual Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day's Settlement Price,

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements;

**Micro and Commodity Securities** means Micro Securities, Index Securities and Individual Securities and **Micro or Commodity Securities** means any of them;

**Micro Classic Security** means a Micro Security of a class specified as such in Part H of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

**Micro Longer Dated Security** means a Micro Security of a class specified as such in Part D of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

**Micro Securities** means the Micro Classic Securities and the Micro Longer Dated Securities;

**MLCI** means Merrill Lynch Commodities, Inc., a corporation established under the laws of the State of Delaware, United States and whose principal place of business is at 20 East Greenway Plaza, Ste 700, Houston, Texas 77046, USA;

**Month** means calendar month;

**Multiplier** means, with respect to each class of Commodity Contract, the number determined in accordance with Condition 6;

**New York Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York;

**Next Future** means, for each Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" (as defined in the Handbook) for that Individual Commodity Index on that Trading Day;

**Notice Deadline** means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally;

**Notifiable Weights** means, in relation to a category of Index Securities:

- (a) for a Required Rebalancing, (i) if the Relevant DJ-UBS Commodity Index is the DJ-UBS CI<sup>SM</sup>, the CIPs as published by Dow Jones to be used in rebalancing of the DJ-UBS CI<sup>SM</sup> at the time of the Rebalancing, and (ii) if the Relevant DJ-UBS Commodity Index is the DJ-UBS CI-F3<sup>SM</sup>, the effective percentage weights of the constituent commodities in the DJ-UBS CI-F3<sup>SM</sup> derived by the Calculation Agent for the purposes of that Required Rebalancing from such CIPs using the Settlement Prices by reference to which the DJ-UBS CI-F3<sup>SM</sup> is determined on the Rebalancing Calculation Date with respect to that Required Rebalancing; and
- (b) for a Voluntary Rebalancing, the ECIPs for the Relevant DJ-UBS Commodity Index at the end of the first General Trading Day following the last Hedge Roll Day of the relevant Month, except where the Commodity Contract Counterparty has given notice under its Facility Agreement in which case the Notifiable Weights shall be the ECIPs for the Relevant DJ-UBS Commodity Index at the end of the fourth General Trading Day of the relevant Month (or, if that day is not a Full Pricing Day, the first prior Full Pricing Day),

in each case expressed as a percentage and adjusted by the Commodity Contract Counterparty if necessary to sum to precisely 100 per cent.;

**Official List** means the official list maintained by the UK Listing Authority for the purpose of Part VI of FSMA;

**outstanding** means, in relation to each type of Micro or Commodity Securities, all the Micro or Commodity Securities of that type issued and in respect of which there is for the time being an entry in the Register other than:

- (a) Micro or Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and
- (b) Micro or Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument,

*provided that* for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Micro and Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFs Securities Limited or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Micro and Commodity Securities shall be deemed not to be Security Holders;

**Pool** means a separate fund or pool to which Micro Securities of a particular class (and Commodity Securities to the extent that they are comprised of that class of Micro Securities) are attributable;

**Pool Factor** means at any time in respect of any Pool and the Micro Securities and Individual Securities/and Index Securities to the extent that they comprise Micro Securities of that class) attributable to that Pool fee number determined as at that time in accordance with Conditions 5.4 and 20.3;

**Price** means:

- (a) for a Micro Security or a class of Micro Securities, the price determined in accordance with Condition 5; and
- (b) for a Commodity Security or type of Commodity Securities, the sum of the Prices of each and every Micro Security comprised in that Commodity Security or that type of Commodity Securities,

and **Pricing** (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly;

**Pricing Date** means:

- (a) in the case of an Agreed Redemption Form, the day upon which that form is deemed to have been received by the Issuer; or
- (b) in the case of a Settlement Redemption Form in relation to an Individual Security or a Micro Security, the Pricing Day upon which the Redemption Amount is determined; or
- (c) in the case of a Settlement Redemption Form in relation to an Index Security, the Pricing Date determined in accordance with Condition 8.11;

**Pricing Day** means, for each class of Micro Securities, a Trading Day for the Individual Commodity Index applicable to that class of Micro Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a



substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements);

**Pricing Notice** means a Redemption Form or a Withdrawal Notice;

**Principal Amount** means in respect of each Micro or Commodity Security the amount specified in clause 2 of the Trust Instrument, as may be adjusted in respect of Index Securities in accordance with the Trust Instrument;

**Programme** means the programme for the issuance of Commodity Securities;

**Prohibited Benefit Plan Investor** means any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity;

**Prohibited US Person** means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser;

**properly authenticated dematerialised instruction** shall bear the meaning given to it in the Regulations;

**Property to be Assigned** means with respect to each Authorised Participant Agreement and each Commodity Contract Counterparty:

- (a) all of the right, title, interest and benefit of the Issuer, existing now or in the future, in, to, under or in respect of the Authorised Participant Agreement as it applies as a separate agreement in relation to that Commodity Contract Counterparty in accordance with its terms; and
- (b) all other rights, moneys and property whatsoever which may from time to time at any time be derived from or accrue with respect to the Authorised Participant Agreement as it so applies including:
  - (i) all of the Issuer’s rights to receive payment of any amounts which may become payable to it pursuant to the Authorised Participant Agreement or with respect to such Authorised Participant Agreement as it so applies;
  - (ii) all amounts due, payable and properly received by the Issuer pursuant to the Authorised Participant Agreement;
  - (iii) all the Issuer’s rights to serve notices and/or make demands pursuant to such Authorised Participant Agreement as it so applies and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Authorised Participant Agreement as it so applies;
  - (iv) all of the Issuer’s rights of action in respect of any breach of such Authorised Participant Agreement as it so applies; and

- (v) all of the Issuer's rights to receive damages or obtain other relief in respect of such Authorised Participant Agreement as it so applies;

**Qualified Purchaser** means a "qualified purchaser" as defined under the Investment Company Act;

**Rebalancing** means an adjustment to the number (and if applicable classes) of Micro Securities comprised in an Index Security and the Principal Amount of an Index Security, in accordance with Condition 14;

**Rebalancing Calculation Date** means, for a Required Rebalancing and for an Extended Voluntary Rebalancing, the fourth General Trading Day of the Month in which the Rebalancing is to be effected (or, if that day is not a Full Pricing Day, the first prior Full Pricing Day); and for any other Voluntary Rebalancing, the first General Trading Day following the last Hedge Roll Day of the relevant Month;

**Redemption** means the redemption of Micro and Commodity Securities by the Issuer in accordance with these Conditions (and **Redeem** shall be construed accordingly);

**Redemption Account** means a bank account to receive payments of the Redemption Amount in respect of the Redemption of Commodity Contracts (and matching Commodity Securities or Micro Securities), which account shall be:

- (a) for an Authorised Participant, the bank account notified in writing by the Authorised Participant to the Issuer, each Commodity Contract Counterparty and the Trustee from time to time;
- (b) for a Compulsory Redemption or where there are no Authorised Participants, the bank account of the Issuer secured for the benefit of the Security Holders or of the Trustee for the benefit of such Security Holders; and
- (c) otherwise, the bank account specified in the Redemption Form;

**Redemption Amount** means the amount payable by the Issuer to the Security Holder upon the Redemption of Micro and Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 10.5;

**Redemption Fee** means the fee payable by a Security Holder upon Redemption of Micro and Commodity Securities in accordance with Condition 11;

**Redemption Form** means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with these Conditions, as the case may be;

**Redemption Limits** means the limits on Redemption set out in Condition 8.7;

**Redemption Payment Date** means:

- (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the third London Business Day following the Pricing Date of that Redemption; *provided that* if that day is not a New York Business Day then the Redemption Payment Date shall be on the next following Business Day; or
- (b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so

specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or

- (c) in the case of a Redemption in accordance with a Listing Failure, the third London Business Day following the relevant Listing Failure Date; *provided that* if that day is not a New York Business Day then the Redemption Payment Date shall be the next following Business Day, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or
- (d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the third London Business Day following the last Pricing Day on which the Price of Micro and Commodity Securities being Redeemed was determined in accordance with these Conditions; *provided that* if that day is not a New York Business Day then the Redemption Payment Date shall be the next following Business Day;

**Registers** means the registers of Security Holders of each type kept and maintained by the Registrar and “**Register**” shall be construed accordingly;

**Registrar** means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers;

**Regulations** means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, *inter alia*, enable title to Micro and Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument;

**Relevant DJ-UBS Commodity Index** means, in the case of Classic Commodity Contracts and Classic Micro and Commodity Securities, the DJ-UBS CI<sup>SM</sup> and, in the case of Longer Dated Commodity Contracts and Longer Dated Micro and Commodity Securities, the DJ-UBS CI-F3<sup>SM</sup>;

**Relevant Exchange** means, for each Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated;

**Required Rebalancing** means, with respect to an Index Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Relevant DJ-UBS Commodity Index;

**Required Security Document** means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be);

**RIS** means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer;

**Secured Obligations** means:

- (a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and
- (b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Documents;

**Secured Property** means (in respect of Micro Securities of any class and of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of the corresponding class) all rights of the Issuer under the corresponding Facility Agreement(s), Commodity Contracts, any Security Agreement and any Guarantee, in each case to the extent that they apply to payments due in respect of Micro and Commodity Securities of that type, or any part thereof, and which are subject to the security created in favour of the Trustee pursuant to the applicable Security Deed;

**Securities Act** means the Securities Act of 1933 of the United States;

**Security Agreement** means in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to, or supporting the obligations of the Commodity Contract Counterparty pursuant to, (inter alia) that Facility Agreement, such security agreement, and includes such an agreement between the Issuer and UBS dated 5 August 2009 (the **UBS Security Agreement**) and such an agreement between the Issuer and MLCI dated 14 March 2011 (the **MLCI Security Agreement**);

**Security Agreement Event** means, in respect of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any event by which the security under such Security Agreement becomes enforceable;

**Security Assignment** means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty;

**Security Conditions** means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, to the extent required pursuant to the Facility Agreement to which that Commodity Contract Counterparty is a party, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty;

**Security Deed** means in respect of each Pool and the corresponding class of Commodity Contracts, the security deed entered into between the Issuer and the Trustee pertaining to that Pool;

**Security Holder** means a registered holder of Micro or Commodity Securities;

**Settlement Failure** means, in respect of a Redemption where the Security Holder has delivered the Micro and Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), a failure by the Issuer to pay or to procure the payment of the whole of a Redemption Amount into the relevant Redemption Account on a Redemption Payment Date;

**Settlement Failure Date** means, in relation to a Settlement Failure, the date on which such Settlement Failure occurred;

**Settlement Price** means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange;

**Settlement Pricing** has the meaning given in Condition 8.1(a);

**Settlement Redemption Form** means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Micro and Commodity Securities using Settlement Pricing;

**Short and Leveraged Commodity Securities** means the securities of the Issuer known as Short and Leveraged Commodity Securities constituted by the Short and Leveraged Trust Instrument as more fully described in the prospectus of the Issuer dated on or about the Applicable Date;

**Short and Leveraged Facility Agreements** means the agreements entitled "Facility Agreement relating to Short and Leveraged Commodity Contracts" between the Issuer and different persons defined for the purposes of the Short and Leveraged Trust Instrument as Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts (as defined for the purposes of the Short and Leveraged Trust Instrument), including such an agreement between the Issuer and UBS dated 5 August 2009 (the *UBS Short and Leveraged Facility Agreement*) and such an agreement between the Issuer and MLCI dated 14 March 2011 (the *MLCI Short and Leveraged Facility Agreement*);

**Short and Leveraged Trust Instrument** means the trust instrument between the Issuer and the Trustee dated 8 February 2008;

**Strategy** means each of the two groups of Micro and Commodity Securities constituted by these Conditions, being Classic Micro and Commodity Securities and Longer Dated Micro and Commodity Securities and **Strategies** will be construed accordingly;

**Target Number** means the targeted number of Micro Securities in each category of Index Security following a Rebalancing, calculated as set out in Condition 10;

**Trading Day** means, for each Individual Commodity Index, a day on which the Relevant Exchange for that Individual Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;

**Trustee** means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument;

**Trustee Consent Documents** means each Facility Agreement (but excluding the schedules to that Facility Agreement, save schedules 1, 11 and 12), Commodity Contracts created

thereunder, any Guarantee and any Security Agreement (but excluding the definitions of “Eligible Collateral”, “Issuer Concentration Limit”, “Jurisdiction Limit”, “Valuation Percentage” and “Value” therein);

**Trust Instrument** means the trust instrument dated 21 September 2006 between the Issuer and the Trustee, constituting Micro and Commodity Securities;

**type** means, in relation to Micro Securities and Individual Securities, a class thereof and, in relation to Index Securities, the category thereof;

**UBS** means UBS AG, a corporation domiciled in Basel, Switzerland, registered as an overseas company in England and Wales with registered number FC021146 and operating in the United Kingdom under branch registration number BR004507, acting through its London branch at 1 Finsbury Avenue London EC2M 2PP, England;

**UBS Securities** means UBS Securities LLC, a Delaware limited liability company whose principal place of business is at 677 Washington Boulevard, Stamford, Connecticut 06901;

**UK or United Kingdom** means the United Kingdom of Great Britain and Northern Ireland;

**UK Listing Authority** means the FSA in its capacity as the competent authority for the purposes of Part VI of the FSMA;

**Unacceptable Authorised Participant** means, in respect of a Commodity Contract Counterparty, an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under that Commodity Contract Counterparty’s Facility Agreement that the Authorised Participant is to be treated as an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty;

**Uncertificated Form** means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST;

**Uncertificated Notice of Meeting** means a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of CREST;

**US Dollars or US\$** means the lawful currency of the USA;

**US Person** means a “US person” as defined in Regulation S under the Securities Act;

**US or United States** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

**Value** means, in relation to a Micro Security and a day, the Price of a Commodity Contract of the same class as that Micro Security on that same day;

**VAT** means value added tax;

**Voluntary Rebalancing** means a Rebalancing other than a Required Rebalancing; and

**Weights** means the proportionate target weightings of each commodity represented in an Index Security used in carrying out a Rebalancing, established as set out in Condition 14.7 and expressed as a percentage.

1.2 The following rules shall apply to the interpretation of these Conditions unless the context otherwise requires:

- (a) Headings to Conditions, paragraphs, and other provisions of these Conditions are inserted for ease of reference only and shall not affect the interpretation of these Conditions.
- (b) Any reference to a person or persons includes reference to any individual, corporation, partnership, joint venture, association, public body, governmental authority or other entity.
- (c) Words in the singular shall also include the plural and vice versa.
- (d) Any reference to these Conditions or to any agreement or document includes a reference to these Conditions, or, as the case may be, such agreement or document, as amended, varied, novated, supplemented or replaced from time to time.
- (e) Unless otherwise indicated, any reference in these Conditions to a time is a reference to local time in London, England.

## **2. STATUS OF MICRO AND COMMODITY SECURITIES**

2.1 Micro and Commodity Securities constitute undated limited recourse secured debt obligations of the Issuer secured as set out in Condition 3. The Micro and Commodity Securities of each type rank *pari passu* among themselves.

2.2 Each Individual Security and each Index Security constitutes a separate security from the Micro Securities by reference to which the amount payable on Redemption of that Individual Security or Index Security is calculated and for which they may be surrendered in accordance with the provisions of the Trust Instrument.

2.3 The amount payable upon Redemption of an Individual Security of a particular class is equal to the aggregate amount which would be payable on the Redemption of one million Micro Securities of that same class. Each Individual Security may be surrendered in accordance with the provisions of the Trust Instrument in exchange for such Micro Securities.

2.4 The amount payable upon Redemption of an Index Security is equal to the aggregate amounts which would be payable on the Redemption of a defined number of Micro Securities of various classes as set out in the table in the Trust Instrument (subject to Rebalancing). Each Index Security may be surrendered in accordance with the provisions of the Trust Instrument in exchange for such Micro Securities (subject to Rebalancing).

2.5 A Security Holder holding:

- (a) Commodity Securities in Certificated Form may surrender the certificates for cancellation and receive certificates in respect of the Micro Securities comprised in such Commodity Securities; or

- (b) Micro Securities in Certificated Form of the appropriate classes and in at least the appropriate numbers of each class may surrender the certificates for cancellation and receive certificates for such number of Commodity Securities of any class or classes requested by him as are comprised of the Micro Securities represented by such surrendered certificates as he requested to be combined in the form of such Commodity Securities and one or more Certificates in respect of the balance of the Micro Securities not so combined in the form of Commodity Securities,

in each case in accordance with the provisions of the Trust Instrument.

2.6 The Issuer shall at all times publish on the Issuer's Website:

- (a) the classes of Micro Securities and corresponding Individual Securities which are in issue or available to be issued; and
- (b) the categories of Index Securities which are in issue or available to be issued, and the number and classes of Micro Securities which at that time are comprised in each category of Index Securities.

### **3. SECURITY AND LIMITED RECOURSE**

3.1 The obligations of the Issuer in respect of each class of Micro Securities (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) are secured pursuant to the Security Deed applicable to that class by a first ranking floating charge in favour of the Trustee for the Security Holders over, and by an assignment by way of security of, all the Issuer's rights in relation to the Secured Property of that class.

3.2 The Trustee and the Security Holders of any class of Micro Securities (and any type of Commodity Securities if and to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) shall have recourse only to sums derived from the Secured Property relating to the relevant Pool. If, the Trustee (or any other secured party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments which, but for the effect of this Condition, would then be due, the obligations of the Issuer will be limited to such net proceeds of realisation, neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums and no debt shall be owed by the Issuer to any such person in respect of any such further sum. In particular, neither the Trustee nor any Security Holder shall be entitled to institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, reorganisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver and manager pursuant to the relevant Security Deed) for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable under the last outstanding security of any class issued by the Issuer and constituted by the Trust Instrument are repaid, nor shall they have any claim in respect of any sum arising in respect of the Secured Property for any other Pool or any other assets of the Issuer including, but not limited to, any sums derived from or in connection with any Short and Leveraged Commodity Securities.

### **4. FORM AND TRANSFER**

4.1 Micro and Commodity Securities are in registered form and are individually transferable.



- 4.2 Micro and Commodity Securities may be held and transferred in Uncertificated Form by means of CREST in accordance with the Regulations. The Trustee may, without the consent of Security Holders, concur with the Issuer in making modifications to the provisions of the Trust Instrument in order to reflect changes in the Regulations or in the applicable law and practice relating to the holding or transfer of Micro and Commodity Securities in Uncertificated Form. A Security Holder may request that his Micro or Commodity Securities be held in Certificated Form, in which case such Micro or Commodity Securities shall be removed from CREST.
- 4.3 The Issuer shall at all times keep at its registered office, or at such other place in Jersey as the Trustee may agree, registers showing the date of issue and all subsequent transfers and changes of ownership of all outstanding Micro Securities, Index Securities and Individual Securities and the names and addresses of the Security Holders and the persons deriving title under them. The Trustee and the Security Holders or any of them and any person authorised by any such person shall be at liberty at all reasonable times during office hours to inspect the Registers and to take (free of charge) copies of, or extracts from, the same or any part thereof. In the event of the Trustee requiring to convene a meeting of or to give any notice to, the Security Holders the Issuer shall furnish the Trustee (free of charge) with such copies of, or extracts from, the Registers as it shall require. The Registers may be closed by the Issuer for such periods and at such times (not exceeding in the whole 30 days in any one year) as it may think fit.
- 4.4 The Issuer, the Trustee and, to the extent relevant, each Security Holder, by accepting a Micro or Commodity Security, agrees to treat the Micro and Commodity Securities as equity interests in the Issuer for all U.S. federal tax purposes.

## 5. PRICE OF MICRO SECURITIES

- 5.1 The Price for a Micro Security of a particular class for a Pricing Day is the amount determined for that class by the following formula (calculated to thirteen places of decimals with 0.00000000000005 rounded upwards):

$$P_{(i,t)} = I_{(i,t)} \times M_{(i,t)} \times PF_{(i,t)} / 10,000,000;$$

where:

i refers to the relevant class of Micro Securities;

t refers to the applicable Pricing Day;

$P_{(i,t)}$  is the Price of Micro Securities of class i and for day t;

$I_{(i,t)}$  is the closing settlement price level of the Individual Commodity Index applicable to Micro Securities of class i for day t;

$M_{(i,t)}$  is the Multiplier for class i and for day t; and

$PF_{(i,t)}$  is the Pool Factor applicable to the relevant class of Micro Security on day t.

- 5.2 The Price for a Micro Security on any day other than a Pricing Day is the same as the Price for that class of Micro Security on the most recent Pricing Day for that class (but using the Multiplier determined for that day rather than the Multiplier for the most recent Pricing Day).
- 5.3 The Price of a Commodity Security is the sum of the Prices of each and every Micro Security comprised in that Commodity Security.

5.4 The Pool Factor for each Pool and the Micro Securities and Individual Securities (and Index Securities to the extent that they comprise Micro Securities of that class) attributable to that Pool shall be 1.000000 unless and until otherwise determined for that Pool and such Micro Securities and Individual Securities (and Index Securities to such extent) in accordance with Condition 20.3.

## 6. MULTIPLIER

6.1 The Multiplier for Micro Classic Securities was 1.0000000 on the day on which the first Classic Micro or Commodity Securities (of any type) were issued. The Multiplier for Micro Longer Dated Securities was 1.0000000 on the day on which the first Longer Dated Micro or Commodity Securities (of any type) were issued.

6.2 On every subsequent day, the Multiplier for Micro Securities shall be adjusted in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$M_{(i,t)} = M_{(i,t-1)} \times (1 + CA_{(i,t)});$$

where:

i refers to the relevant class of Micro Securities;

t refers to the applicable day;

$M_{(i,t)}$  is the Multiplier for class i and day t;

$M_{(i,t-1)}$  is the Multiplier for class i the previous day t-1; and

$CA_{(i,t)}$  is the Capital Adjustment applicable for class i on day t, expressed as a decimal.

6.3 The Issuer shall announce and publish on the Issuer's Website the Multiplier applicable from time to time.

## 7. CAPITAL ADJUSTMENT

7.1 The calculation of the Price at which Micro and Commodity Securities may be Redeemed includes the Capital Adjustment for each day on which the Price is calculated. The Capital Adjustment shall be as agreed from time to time between the Commodity Contract Counterparties and the Issuer, and shall be included in the calculation of the Multiplier.

## 8. REDEMPTION OF MICRO AND COMMODITY SECURITIES BY SECURITY HOLDERS

### Redemption Entitlement

8.1 Each Micro Security of a particular class carries the right on Redemption to payment of either:

(a) the higher of (i) the Principal Amount for that class, and (ii) the Price of that Micro Security on the applicable Pricing Day determined in accordance with Condition 5.1 (*Settlement Pricing*); or

(b) where applicable, an amount determined by agreement between a Commodity Contract Counterparty and a Security Holder which is an Authorised Participant in accordance with Condition 8.15 (*Agreed Pricing*).

- 8.2 Subject as otherwise provided in these conditions, each Commodity Security of a particular type carries the right on Redemption to payment of the aggregate amounts payable on Redemption for all Micro Securities of which it is comprised, such amounts determined in accordance with Condition 8.1.

#### **Redemption by Authorised Participants**

- 8.3 A Security Holder who is also an Authorised Participant may (subject as provided herein) require the Issuer to Redeem all or part of its holding of Micro and Commodity Securities by lodging with the Issuer a Redemption Form specifying either Settlement Pricing or Agreed Pricing provided that if at any time a Redemption Amount is due to be paid by the Issuer in respect of a Redemption to a particular Authorised Participant, the amount payable by the Issuer may be discharged in whole or in part pursuant to the set-off provisions set out in the Authorised Participant Agreement. A Settlement Redemption Form may in addition be deemed to have been lodged by an Authorised Participant with the Issuer on a Listing Failure Date in the circumstances further described in the applicable Authorised Participant Agreement.

#### **Redemption by Other Security Holders**

- 8.4 A Security Holder which is not also an Authorised Participant may only require the Issuer to Redeem all or any part of its holding of Micro and Commodity Securities if either:
- (a) on any General Trading Day, there are no Authorised Participants, and the Security Holder submits on such day a valid Settlement Redemption Form; or
  - (b) the Issuer has announced by an RIS in respect of any General Trading Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Participants will be permitted and the Security Holder submits on a General Trading Day a valid notice in the form prescribed for the purpose by the Issuer requesting Redemption of such Micro or Commodity Securities using Settlement Pricing. Any such announcement may be general or subject to conditions, and any notice requesting any Redemption which is not in accordance with any such conditions shall not be valid.

#### **Redemption Amount**

- 8.5 The Redemption Amount with respect to a Redemption shall be the amount (in US Dollars) determined as follows:
- (a) if the Redemption is effected using Settlement Pricing, an amount equal to the sum of the amounts determined in accordance with Condition 8.1 or Condition 8.2 in respect of all of the Micro or Commodity Securities thereby Redeemed; or
  - (b) if the Redemption is effected using Agreed Pricing, the amount specified as the Redemption Amount in the Agreed Redemption Form.
- 8.6 The Issuer shall on the Redemption Payment Date in respect of any Redemption pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the applicable Redemption Account.

### Redemption Limits

- 8.7 Micro Securities of a particular class (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) may not be Redeemed on a day pursuant to a Settlement Redemption Form:
- (a) submitted by any Security Holder (including any Authorised Participant), to the extent that the sum of the Prices of all Micro Securities of that class (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) which are Redeemed on that day would exceed the sum of the Commodity Contract Counterparty Redemption Limits for that class of Micro Securities on that day (such limit being the ***Redemption Limit*** for that class of Micro Securities); or
  - (b) submitted by any Authorised Participant, to the extent that the sum of the Prices of all Micro Securities of that class (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) which are Redeemed on that day pursuant to Settlement Redemption Forms submitted by that Authorised Participant would exceed the sum of the Commodity Contract Counterparty Redemption Limits for that class of Micro Securities on that day in respect only of those Commodity Contract Counterparties for which that Authorised Participant is an Authorised Participant (such limit being the ***Authorised Participant Redemption Limit*** for that class of Micro Securities and that Authorised Participant).

For the purposes of this Condition, the ***Commodity Contract Counterparty Redemption Limit*** with respect to a class of Micro Securities and a Commodity Contract Counterparty is the amount denominated in US Dollars agreed between the Issuer and that Commodity Contract Counterparty as the redemption limit in respect of the corresponding class of Commodity Contracts.

- 8.8 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and, for the purpose of this Condition, Condition 8.12 shall be disregarded.

### Settlement Pricing

- 8.9 A Settlement Redemption Form shall be invalid:
- (a) if it does not specify a number and type of Micro or Commodity Securities to be Redeemed;
  - (b) *[not used]*;
  - (c) for a Settlement Redemption Form lodged by an Authorised Participant, if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on an Issuer Business Day;
  - (d) if it does not specify the Redemption Account into which the Redemption Amount shall be payable;
  - (e) to the extent that the number of Micro or Commodity Securities of that type or in aggregate to be Redeemed would result in a Redemption Limit being exceeded, and the relevant Commodity Contract Counterparty does (or Commodity Contract Counterparties do) not agree to that Redemption Limit being exceeded (in which event such Settlement Redemption Form will not be capable of being invalidated

under this Condition 8.9(e) in respect of the greatest number of Micro or Commodity Securities of the relevant type or types that would not result in the Redemption Limit being exceeded);

- (f) if the Settlement Redemption Form is submitted by an Authorised Participant, and the number of Micro or Commodity Securities of that type or in aggregate to be Redeemed would result in an Authorised Participant Redemption Limit being exceeded (in which event such Settlement Redemption Form shall not be capable of being invalidated under this Condition 8.9(f) in respect of the greatest number of Micro or Commodity Securities of the relevant type that would not result in the Authorised Participant Redemption Limit being exceeded);
- (g) where notice of a Compulsory Redemption Date has been given, if the Settlement Redemption Form is received or deemed received on or after: (i) where notice has been given under Condition 9.2 or (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 9.1(a), the date on which notice of the Compulsory Redemption Date was given; or (ii) in any other case, the Compulsory Redemption Date;
- (h) if it relates to the Redemption of Individual Securities, and it is received or deemed received on or after the Compulsory Redemption Date in respect of that class of Individual Securities, of which notice has been given in accordance with Condition 9.5;
- (i) if it relates to the Redemption of Micro and Commodity Securities that are the subject of a Listing Failure; or
- (j) if it is invalid pursuant to Condition 8.19(c) or Condition 8.20(c),

and, save as provided in Condition 8.9(e), no Micro and Commodity Securities of the relevant type shall be Redeemed in respect of or under that Settlement Redemption Form.

- 8.10 If the Issuer considers that a purported Settlement Redemption Form is invalid, it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to a Settlement Redemption Form any Micro or Commodity Securities where the relevant Commodity Contract Counterparty has not confirmed a corresponding Commodity Contract Termination in accordance with the provisions of the relevant Facility Agreement. If the Issuer in its absolute discretion considers it necessary or desirable to do so in relation to any Settlement Redemption Form for the purpose of arranging (in aggregate) corresponding Commodity Contract Terminations in accordance with two or more Facility Agreements or to enable such Settlement Redemption Form to be settled in part in accordance with Condition 13 (*Settlement of Redemption Forms by Transfer*), or both, the Issuer may determine that the Settlement Redemption Form be deemed to comprise two or more deemed Settlement Redemption Forms, such deemed Settlement Redemption Forms relating to, in aggregate, the same numbers and types of Micro and Commodity Securities as those to which the original Settlement Redemption Form related; and these Conditions shall apply to such deemed Settlement Redemption Forms accordingly. If the Issuer determines to exercise its right to deem a Settlement Redemption Form to comprise two or more deemed Settlement Redemption Forms it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible.

- 8.11 If a Settlement Redemption Form is deemed received by the Issuer prior to the Notice Deadline on an Issuer Business Day (*Day 1*):
- (a) if Day 1 is a Pricing Day for all types of Micro and Commodity Securities to be Redeemed pursuant to that Settlement Redemption Form, all those Micro and Commodity Securities will be Priced on Day 1 (and that day shall be the Relevant Pricing Day and the Pricing Date for each such type of Micro and Commodity Securities);
  - (b) if Day 1 is not a Pricing Date for any type of Micro or Commodity Security to be Redeemed pursuant to that Settlement Redemption Form:
    - (i) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Settlement Redemption Form; and where such a Withdrawal Notice is given no Micro and Commodity Securities shall be Redeemed in respect of or under that Settlement Redemption Form; and
    - (ii) if no notice is issued under Condition 8.11(b)(i) then the Settlement Redemption Form will be deemed received on the next Issuer Business Day (and no Pricing of Micro and Commodity Securities for that Settlement Redemption Form shall occur before then) and that Issuer Business Day will then constitute Day 1 for the Settlement Redemption Form and this Condition 8.11 shall apply thereto accordingly;
  - (c) If Day 1 is a Pricing Day for one or more classes of Micro Security comprised in an Index Security that is to be Redeemed pursuant to that Settlement Redemption Form, the Micro Securities so comprised for which it is a Pricing Day will be Priced on that day (and that day shall be the Relevant Pricing Day for those Micro Securities) and the other classes will be Priced on the next Pricing Day for each such class (and the day on which each such other class is Priced shall be the Relevant Pricing Day for that class) provided that if not all types of Micro Securities comprised in an Index Security that is to be Redeemed have been Priced at the end of the fourth General Trading Day following Day 1 then:
    - (i) the Redemption of the Index Security shall be effected in accordance with Condition 10.7;
    - (ii) the Issuer will be deemed to have received from the relevant Security Holder a Settlement Redemption Form in respect of the Micro Securities to be delivered to the Security Holder by the Issuer pursuant to Condition 10.7 (such deemed Settlement Redemption Form a *Micro Securities Settlement Redemption Form*);
    - (iii) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Micro Securities Settlement Redemption Form, and where such notice is given no Micro Securities shall be Redeemed in respect thereof;
    - (iv) if no notice is given under Condition 8.11(c)(ii), the Micro Securities Settlement Redemption Form will be deemed received on the next Issuer Business Day and that Issuer Business Day will then constitute Day 1 for Micro Securities Settlement Redemption Form and this Condition 8 shall apply thereto accordingly; and

- (d) where Condition 8.11(c) applies, the Pricing Date in respect of the deemed Settlement Redemption Notice relating to the Priced Securities will be the last Trading Day on which any class of Micro Security comprised in that Index Security is Priced, *provided that* if the proviso in Condition 8.11(c)(i) applies, the Pricing Date for that Index Security will be the fourth General Trading Day following Day 1 (whether or not any Micro Securities comprised in that Index Security are Priced on that day).
- 8.12 A Settlement Redemption Form which is received by the Issuer on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Issuer Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.
- 8.13 Within one Business Day after the last Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.
- 8.14 The Issuer may change or vary the procedures for the lodgement of Settlement Pricing Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

#### **Agreed Pricing**

- 8.15 A Commodity Contract Counterparty and an Authorised Participant may submit an Agreed Redemption Form to the Issuer (either jointly, or in separate notices). An Agreed Redemption Form is conclusive evidence that the Commodity Contract Counterparty and the Authorised Participant have agreed upon the Redemption by the Issuer of a number and type of Micro or Commodity Securities specified in the notice(s), and the US Dollar amount which is the Redemption Amount for those Micro or Commodity Securities.
- 8.16 If a Commodity Contract Counterparty and an Authorised Participant purport to send an Agreed Redemption Form by separate notices:
- (a) which are inconsistent with one another in relation to any of the items referred to in Condition 8.18(a), 8.18(b) or 8.18(c); or
  - (b) one of which is invalid under Condition 8.18,
- those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Commodity Contract Counterparty and that Authorised Participant accordingly.
- 8.17 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and a Commodity Contract Counterparty, the Issuer shall be deemed to have received the Agreed Redemption Form at the time that it is deemed to receive the second of the two notices.
- 8.18 An Agreed Redemption Form shall be invalid in the circumstances specified in Condition 8.20(c) or if it does not set out:
- (a) the number and type of Micro and Commodity Securities to be Redeemed;
  - (b) the Redemption Amount for that Redemption (stated as a total amount); and

- (c) the Redemption Payment Date for that Redemption, which shall be not earlier than two London Business Days following the day on which the Agreed Redemption Form is deemed received by the Issuer.

### **Suspension of Redemptions**

8.19 If the Price of a class of Micro Security falls below its Principal Amount, the Issuer may at any time and from time to time while the Price in relation to such class is below such Principal Amount determine to suspend the right to Redeem the Micro Securities of that class and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class, in each case pursuant to Condition 8.1(a) and, subject as provided in this Condition 8.19, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
- (b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days, and may continue thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, in which event the suspension will cease when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution;
- (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Micro or Commodity Securities of that type pursuant to Condition 8.1(a) is suspended pursuant to this Condition shall be invalid; and
- (d) if the right to Redeem Micro Securities of any class or Commodity Securities of any type or types pursuant to Condition 8.1(a) is suspended pursuant to this Condition as at 6.30 p.m. on the second Issuer Business Day prior to a Compulsory Redemption Date for that class pursuant to Condition 9.6, then notwithstanding that a number of Micro Securities of that class or Commodity Securities of that type or types may have been specified pursuant to that Condition which is not all of those Micro or Commodity Securities, such Compulsory Redemption Date shall be a Compulsory Redemption Date for all of the Micro Securities of that class and Commodity Securities of that type or types.

8.20 If the Issuer is considering exercising its power under Condition 20.3 to divide any Pool, or has determined to exercise such power, it may determine to suspend the right to Redeem the Micro Securities of the class attributable to such Pool and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of that class under Condition 8.1(a) and Condition 8.1(b) and, subject as provided in this Condition 8.20, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;



- (b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days but (without prejudice to Condition 9.4) shall terminate when either the Issuer has determined to divide such Pool and such division has become effective or the Issuer has announced via an RIS that it has determined not to divide such Pool; and
- (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form or Agreed Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Micro or Commodity Securities of that type is suspended pursuant to this Condition shall be invalid.

## **9. COMPULSORY REDEMPTION BY THE ISSUER OR TRUSTEE**

### **Compulsory Redemption on Termination**

9.1 The Issuer may at any time (upon not less than seven days' notice in the case of (a) below and not less than thirty days' notice in the case of (b) below) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Micro and Commodity Securities, or all Micro or Commodity Securities of any one or more type, if:

- (a) notice is given by either party thereto terminating a Facility Agreement or nominating a compulsory pricing date thereunder in respect of all Commodity Contracts created thereunder; or
- (b) the Issuer elects to Redeem all Micro and Commodity Securities, or all Micro or Commodity Securities of any one or more type,

*provided that* a notice given under paragraph (b) may be withdrawn until the date not later than seven days prior to the date nominated to be the Compulsory Redemption Date so long as there remains in effect at least one Facility Agreement pursuant to which subsequent to that date Commodity Contracts of the same class as such Micro Securities (or of the same class or classes as the Micro Securities of which Commodity Securities of that type or types are comprised) may be created.

9.2 If a Counterparty Event of Default or an Issuer Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the affected Micro and Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction, give notice to the Issuer that all the affected Micro and Commodity Securities outstanding are required to be Redeemed and nominating an Issuer Business Day falling not less than 20 Issuer Business Days (or two Issuer Business Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date, and for this purpose "affected Micro and Commodity Securities" means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Micro and Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

9.3 If a Compulsory Redemption Date is nominated by the Issuer pursuant to Condition 9.1(a) in relation to any Micro or Commodity Securities following notice having been given by the Issuer to terminate a Facility Agreement or to nominate a compulsory pricing date thereunder by reason of a Counterparty Event of Default and, prior to the Compulsory Redemption Date, the Issuer has either:

- (a) determined to divide a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable by allocating all such Commodity Contracts to the New Pool in accordance with Condition 20.3; or
- (b) announced by an RIS its intention to do so or that it is considering doing so,

the Issuer may determine that the Redemption pursuant to Condition 9.1(a) shall not apply to the Micro or Commodity Securities attributable to that Pool but shall apply (*mutatis mutandis*) to the New Micro Securities, New Individual Securities and New Index Securities attributable to such new Pool and otherwise on the basis of this Condition 9. If in the case of paragraph (b) such division shall not have become effective within 30 days of such announcement, this Condition shall cease to have effect. The Issuer shall give notice of any determination made pursuant to this Condition 9.3 via an RIS as soon as practicable, but failure to give any such notice shall not prevent the exercise of its powers hereunder.

9.4 If a Facility Agreement has been terminated, or notice of a compulsory pricing date thereunder by reason of a Counterparty Event of Default has been given, then no further Redemption Forms in respect of Micro or Commodity Securities attributable to a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable, given on or after the date of such termination or given or deemed given after the date of such notice shall be effective unless and until whichever occurs earlier of:

- (a) the Issuer has determined to divide such Pool as referred to in Condition 9.3 and such division has become effective; and
- (b) the Issuer has announced by an RIS that Redemption Forms given after, or on or after, the date specified in such announcement will be effective, the date determined in accordance with such announcement. Any such announcement may be general or subject to conditions and any Redemption Form which would not be effective in the absence of such announcement shall not be effective if it is not in accordance with such conditions.

#### **Compulsory Redemption due to Index Disruption**

9.5 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Micro Securities of a particular class (or Commodity Securities which are comprised (in whole or in part) of that class of Micro Securities) if:

- (a) an Individual Commodity Index which relates to that class of Micro Securities is no longer calculated and published in accordance with the Handbook and the Calculation Agent gives notice to the Issuer under a Facility Agreement of its intent to discontinue calculation and notification of that Individual Commodity Index to the Issuer under that Facility Agreement; or
- (b) non-calculation or non-publication of an Individual Commodity Index which relates to that class of Micro Securities for any reason continues for a continuous period of thirty days, and a Commodity Contract Counterparty and the Issuer are unable to reach agreement on a permanent replacement mechanism or amendments to the relevant Facility Agreement to give effect to that mechanism.

#### **Compulsory Redemption due to Hedging Disruption**

9.6 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for a particular class of Micro Securities (or type of Commodity Securities which are comprised (in whole or in part) of that class of Micro Securities), and the number of such Micro Securities (and the

number(s) and type(s) of such Commodity Securities), if as a consequence of a Hedging Disruption Event a Commodity Contract Counterparty or any of its Affiliates is required by law or by the order of a regulatory authority having jurisdiction to close hedging positions (if any) which a Commodity Contract Counterparty (acting reasonably) attributes to the hedging of its obligations in connection with the relevant Facility Agreement or Commodity Contracts of the same class. Any such notice may specify a number of Micro or Commodity Securities (which may not be all of those Micro or Commodity Securities) to be redeemed in consequence of such notice and if in relation to any particular type of Micro or Commodity Securities the Issuer does not redeem all the outstanding Micro or Commodity Securities they will be redeemed in accordance with Condition 9.11 *pro rata* to holdings on the relevant Register as at the Compulsory Redemption Date. Any nomination of a Compulsory Redemption Date by the Issuer under this Condition 9.6 in relation to less than all of the Micro Securities of any particular class or Commodity Securities of any particular type or types is subject to Condition 8.19.

#### **Compulsory Redemption on a fall in the Price relative to the Principal Amount**

9.6A If on any Pricing Day the Price of any class or classes of Micro Security falls to 2.5 times the Principal Amount of such Micro Security or below, the Issuer may at any time, for so long as the Price continues to be less than 2.5 times the Principal Amount of such Micro Security and during the period 60 days thereafter, upon not less than 2 days' notice by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date in respect of that class of Micro Security and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class and subject to Condition 3.2 investors will receive a sum on such Compulsory Redemption calculated in accordance with Condition 9.11. The right to nominate an Issuer Business Day to be a Compulsory Redemption Date pursuant to this Condition 9.6A shall cease if an Extraordinary Resolution is passed which has the effect of reducing the Principal Amount to a level less than two-fifths of the Price, but this is without prejudice to any subsequent nomination pursuant to this Condition if on any Pricing Day the Price of that class of Micro Security falls to 2.5 times the Principal Amount (as so reduced) of such Micro Security or below.

#### **Compulsory Redemption for cause**

9.7 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate an Issuer Business Day (being not less than seven Trading Days and not more than fourteen Trading Days following the date of the notice) to be a Compulsory Redemption Date in respect of Micro and Commodity Securities held by that Security Holder, if:

- (a) the Issuer required the Security Holder in accordance with Condition 15 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder did not by the date specified in the notice given under Condition 15 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited Benefit Plan Investor; or
- (b) the Issuer required the Security Holder in accordance with Condition 15 to certify whether or not it is a Prohibited US Person and the (i) Security Holder did not by the date specified in the notice given under Condition 15 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited US Person; or
- (c) the Issuer considers (in its sole discretion) (i) that such Micro and Commodity Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those Micro and Commodity Securities, or (ii) that the ownership or holding or continued ownership or holding of those Micro and

Commodity Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable opinion of the Issuer, cause a pecuniary or tax disadvantage to the Issuer or any other Security Holders which it or they might not otherwise have suffered or incurred,

*provided that* if the relevant Security Holder in the case of sub-paragraph (a)(i) or (b)(i) so failed to provide such a certification, or in the case of sub-paragraph (a)(ii) or (b)(ii) certified that it is a Prohibited Benefit Plan Investor or a Prohibited US Person, in each case in respect of some only of the Micro and Commodity Securities held by it, a notice given by the Issuer under this Condition shall relate only to those Micro and Commodity Securities (and not any other Micro or Commodity Securities held by that Security Holder).

- 9.8 If a Security Holder which is the subject of a notice under Condition 9.7 provides to the Issuer prior to the Notice Deadline proof required by the Issuer that its Micro and Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Micro and Commodity Securities referred to in that notice shall not be redeemed under these Conditions.
- 9.9 If a Security Holder which is the subject of a notice under Condition 9.7 does not provide to the Issuer prior to the Notice Deadline proof required by the Issuer that its Micro and Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Micro and Commodity Securities referred to in that notice shall not be capable of being transferred by that Security Holder and the Issuer shall not be required to register any purported transfer of those Micro and Commodity Securities.
- 9.10 The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Condition 9. The exercise of the powers conferred by this Condition 9 shall not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of the Micro and Commodity Securities, or any other grounds save that such powers shall have been exercised in good faith.

#### **Compulsory Redemptions**

- 9.11 Where a Compulsory Redemption Date is notified in accordance with these Conditions other than pursuant to Condition 9.7, in respect thereof:
- (a) the Issuer shall, no later than 8.00 a.m. on the Compulsory Redemption Date, by RIS announcement publish the Compulsory Daily Pricing Number of Micro and Commodity Securities of each relevant type to be priced on successive Pricing Days for each class commencing on the Compulsory Redemption Date;
  - (b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced for each type of Micro or Commodity Securities to which the Compulsory Redemption Date relates shall be priced until Micro and Commodity Securities of that type (including, in the case of a Compulsory Redemption Date notified in accordance with Condition 9.6, all those Micro or Commodity Securities that have previously been deducted from the Compulsory Daily Pricing Number for that type pursuant to the proviso contained in the definition of "Compulsory Number Priced" in connection with that Compulsory Pricing Date) in a number equal to the Compulsory Redemption Number for that type have been Priced;
  - (c) on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Micro and Commodity Securities in

question into an appropriate CREST account or otherwise delivering such Micro and Commodity Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s) the sum of the Prices of all Micro and Commodity Securities thereby Priced together with an amount equivalent to interest thereon calculated at the rate of the Capital Adjustment then prevailing, in each case from the third London Business Day following the Pricing Day on which that Price was determined (provided that if that day is not a New York Business Day then on the next following Business Day) until and including the Redemption Payment Date;

- (d) each Redemption Account shall be credited with the relevant Security Holder's *pro-rata* share of the sum of the Prices of all Micro and Commodity Securities thereby Priced (and the Issuer shall be under no obligation to make payment of the amount so Priced until that amount shall have been determined); and
- (e) upon payment in full of that amount all such Micro and Commodity Securities which were so priced shall be cancelled.

9.12 Where a Compulsory Redemption Date is notified to a Security Holder in accordance with Condition 9.7:

- (a) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced of each type of Micro or Commodity Securities shall be priced until Micro and Commodity Securities of that type in a number equal to the Compulsory Redemption Number for that type have been Priced; and
- (b) within three Business Days of the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Micro and Commodity Securities in question into an appropriate CREST account or otherwise delivering such Micro and Commodity Securities to the Issuer in such manner as may be agreed by the Issuer or otherwise all such Micro or Commodity securities being cancelled to the satisfaction of the Issuer) pay into the appropriate Redemption Account(s) the Redemption Amount.

## **10. SETTLEMENT OF REDEMPTION AMOUNTS**

10.1 Where a Redemption Form has been given for the Redemption of Micro or Commodity Securities, the Security Holder which holds those Micro or Commodity Securities which are the subject of that Redemption must deposit the Micro and Commodity Securities in question into an appropriate CREST account and give correct delivery versus payment instructions in accordance with the Redemption Notice if they were in Uncertificated Form, or otherwise deliver the Micro and Commodity Securities to be Redeemed and any certificates representing them to the Issuer in such manner as the Issuer may agree if they are in Certificated Form. Once a valid Redemption Form is given in respect of Micro and Commodity Securities, unless the Redemption Form is validly withdrawn (in accordance with Condition 8.11) the Micro and Commodity Securities in respect of which it was given may not be transferred by the Security Holder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Micro or Commodity Securities.

10.2 Failure by a Security Holder to deposit those Micro and Commodity Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Micro and Commodity Securities. Where settlement of a Redemption of Micro and Commodity Securities is delayed due to the failure of the Security Holder to deposit the Micro and Commodity Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver

such Micro and Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Security Holder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Security Holder fails to deliver such Micro and Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Micro and Commodity Securities.

- 10.3 Where Micro or Commodity Securities are Redeemed in accordance with Condition 9, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Micro and Commodity Securities being Redeemed.
- 10.4 Save to the extent that the proviso to Condition 8.3 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 11) into the applicable Redemption Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Security Holders in respect of the Micro and Commodity Securities which have been Redeemed.
- 10.5 The Issuer may, at any time, notify a Security Holder that a Commodity Contract Counterparty may have to withhold or deduct from a payment for a Commodity Contract Termination that corresponds to any Redemption by that Security Holder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Micro or Commodity Securities that may allow the Commodity Contract Counterparty to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Commodity Contract Counterparty by the relevant Security Holder or if it is not the beneficial owner of Micro or Commodity Securities held by such Security Holder and which are to be redeemed, such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Security Holder will also be reduced) by the amount of the withholding or deduction. If there is more than one Commodity Contract Counterparty the Issuer shall not be under any obligation to select the Commodity Contract Counterparty to whom the Commodity Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Security Holders in respect of any such selection or otherwise in relation to any such withholding or deduction.
- 10.6 The Redemption of Micro or Commodity Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Micro or Commodity Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.
- 10.7 If the proviso in Condition 8.11(c) applies with respect to an Index Security, then on the Redemption Payment Date for that Index Security the Issuer shall Redeem the Index Security:
- (a) to the extent that it is comprised of Micro Securities which have been Priced at the end of the fourth General Trading Day following Day 1 (*Priced Securities*), by payment into the relevant Redemption Account of an amount equal to the Redemption Amount that would have been determined for that Index Security if it had been comprised of the Priced Securities only; and

- (b) to the extent that it is comprised of Micro Securities still not priced at the end of the fourth General Trading Day following Day 1 (*Delayed Securities*), by delivering to the relevant Security Holder Micro Securities of the same classes and in the same number as such Delayed Securities, and otherwise in accordance with this Condition 10. The Issuer may give such directions to the Security Holder as appear to the Issuer to be necessary to enable the settlement of any payment or delivery to be made by it pursuant to this Condition.

## **11. REDEMPTION FEE**

- 11.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Micro and Commodity Securities that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Security Holder of such Micro and Commodity Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 11. The Issuer may offset the amount of the Redemption Fee payable hereunder against the Redemption Amount payable to the Security Holder.
- 11.2 On a Redemption of Micro and Commodity Securities at the request of an Authorised Participant, the Redemption Fee shall be the amount agreed in the relevant Authorised Participant Agreement to be payable, or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption, regardless of the number of Micro and Commodity Securities being redeemed.
- 11.3 On a Redemption of Micro and Commodity Securities at the request of a Security Holder who is not an Authorised Participant (where there are no Authorised Participants), the Redemption Fee shall be an amount equal to the cost to the Issuer of satisfying such Redemption request, which shall be notified to the Security Holder at the time of the Redemption being not greater than £500 or such other amount as may be notified through a RIS.
- 11.4 On a Compulsory Redemption of Micro and Commodity Securities by the Issuer or at the request of the Trustee, the Redemption Fee shall be an amount equal to the cost to the Issuer incurred in relation to the Redemption, including the costs of enquiries under Condition 15 and the cost of giving notices under Condition 9 being not greater than £500 or such other amount as may be notified through a RIS. The Issuer shall notify Security Holders whose Micro and Commodity Securities are subject to Compulsory Redemption of the amount of those costs, and their allocation to particular Security Holders, at the time of the Redemption.
- 11.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 11 by the holder of Micro and Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

## **12. INTEREST ON SETTLEMENT FAILURE**

- 12.1 Following the occurrence of a Settlement Failure, interest shall accrue on any balance of the Redemption Amount not paid or otherwise discharged by or on behalf of the Issuer from the Settlement Failure Date. Such interest shall:
  - (a) accrue at the Funding Rate from and including the Settlement Failure Date to but excluding the date falling three Business Days after the Settlement Failure Date, and thereafter at the Default Rate; and
  - (b) cease to accrue on the date on which such balance is paid into the relevant Redemption Account.

### 13. SATISFACTION OF REDEMPTION FORMS BY TRANSFER

- 13.1 The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Micro and Commodity Securities to one or more Authorised Participant(s) from Security Holder(s) seeking Redemption, and for that purpose the Issuer may authorise any person on behalf of the Security Holder to execute one or more instruments of transfer in respect of the relevant number(s) of Micro and Commodity Securities provided that the amount payable to the Security Holder shall still be an amount equal to the relevant Redemption Amount (less the Redemption Fee) and the relevant Redemption Payment Day will be the date of the transfer(s).

### 14. REBALANCING OF INDEX SECURITIES

- 14.1 The rights of an Index Security shall be adjusted from time to time, so that the numbers and classes of Micro Securities comprised in such Index Securities and the Principal Amount of such Index Securities shall be adjusted as provided in this Condition 14 (a *Rebalancing*).
- 14.2 A Rebalancing will take place whenever the DJ-UBS Commodity Indices are rebalanced (a *Required Rebalancing*), and may at the election of the Issuer take place on other occasions if the Issuer considers in good faith a Rebalancing to be desirable to help reduce tracking error with the DJ-UBS Commodity Indices or any of their sub-indices (a *Voluntary Rebalancing*).
- 14.3 A Rebalancing shall not create, issue, redeem or cancel any Micro and Commodity Securities and no payment shall be made to a Security Holder in respect of any Rebalancing.
- 14.4 The Issuer covenants under the Trust Instrument that it shall procure that, in conjunction with each Rebalancing of Index Securities, the number of Commodity Contracts of each class in existence (and possibly, in the case of a Required Rebalancing, classes of Commodity Contracts) in existence will be adjusted to correspond with the number and classes of Micro and Commodity Securities in existence immediately following the Rebalancing.
- 14.5 If there is to be a change in the classes of Micro Securities that are comprised in a category of Index Securities following a Required Rebalancing, the Issuer shall notify the holders of those Index Securities of the change not less than fifteen days prior to the Rebalancing Calculation Date. The classes so notified may include new classes of Micro Securities representing new commodities the prices of which are to be included in the calculation of the DJ-UBS Commodity Indices following the Rebalancing. In the absence of a notification there shall be no change to the classes of Micro Securities which are comprised in a category of Index Securities.
- 14.6 The Issuer shall notify holders of Index Securities of a Voluntary Rebalancing not less than 10 days prior to the expected Rebalancing Calculation Date of that Rebalancing, at the same time notifying them of the month in which that Voluntary Rebalancing is to be effected and whether the Voluntary Rebalancing is to be an Extended Voluntary Rebalancing.
- 14.7 The Weights to be used in a Rebalancing shall be as follows:
- (a) the Weights for the ETFS All Commodities DJ-UBS CI<sup>SM</sup> Index Securities and the ETFS Longer Dated All Commodities Index Securities shall be the same as the Notifiable Weights of the Relevant DJ-UBS Commodity Index notified by the Commodity Contract Counterparty in accordance with the Facility Agreement; and
  - (b) the Weights for each other category of Index Securities shall be the Weights determined in accordance with paragraph (a) above (excluding those Weights of commodities which are not represented in that category of Index Security), re-



weighted proportionally so that the sum of the Weights of the commodities represented in that Index Security equals exactly 100 per cent.

- 14.8 The Issuer shall notify the holders, by way of RIS announcement, of each category of Index Securities of the Weights used in the Rebalancing of the Index Securities following their calculation.
- 14.9 On a Rebalancing Calculation Date, the Target Number of Micro Securities comprised in each Index Security of a particular category following a Rebalancing shall be calculated by applying the following formula to each class of Micro Securities to be comprised in that category of Index Securities:

$$MST_{(i,j)} = VSum_{(j,T)} \times Weight_{(i,j,T)} / P_{(i,T)}$$

where:

- T refers to the Rebalancing Calculation Date;
- i refers to the relevant class of Micro Securities;
- j refers to the relevant category of Index Securities;
- $MST_{(i,j)}$  is the Target Number of Micro Securities of class i to be comprised in each Index Security of category j following the Rebalancing;
- $VSum_{(j,T)}$  is the sum of the Values of each and every Micro Security comprised in an Index Security of category j on the Rebalancing Calculation Date *provided that* if that day is a Market Disruption Day for any Individual Commodity Index, a substitute value for such index for the relevant day calculated by the Calculation Agent for the purposes of the Facility Agreement shall be used instead;
- $Weight_{(i,j,T)}$  is the applicable Weight for Micro Securities of class i in Index Securities of category j, on the Rebalancing Calculation Date, determined in accordance with Condition 14.7, expressed as a decimal (so that 1 per cent. is expressed as 0.01); and
- $P_{(i,T)}$  is the Price of Micro Securities of class i, on the Rebalancing Calculation Date *provided that* if that day is a Market Disruption Day for any Individual Commodity Index, a substitute value for such index for the relevant day calculated by the Calculation Agent for the purposes of the Facility Agreement shall be used instead.

14.10 For a Required Rebalancing and an Extended Voluntary Rebalancing, the number of Micro Securities of each class comprised in each Index Security of a particular category will be adjusted as follows:

- (a) Where the number of Micro Securities comprised in a category of Index Securities is being reduced (because the Target Number of Micro Securities of that class for the category of Index Security in question, determined in accordance with Condition 14.9, is less than the number of Micro Securities of that class comprised in each Index Security of that category prior to the Rebalancing), at the commencement of each day (day t) following each of the first “N” (as defined below) Hedge Roll Days the reduction in number of Micro Securities of each such class, in relation to that category of Index Securities, shall be:

$$\text{MSDR}_{(i,j,t)} = (\text{MSB}_{(i,j)} - \text{MST}_{(i,j)}) / N$$

where:

- i refers to the relevant class of Micro Securities;
- t refers to day t;
- j refers to the relevant category of Index Securities;
- $\text{MSDR}_{(i,j,t)}$  is the number of Micro Securities of class i reduced on day t;
- $\text{MSB}_{(i,j)}$  is the number of Micro Securities of class i before the Rebalancing;
- $\text{MST}_{(i,j)}$  is the Target Number of Micro Securities of class i, determined in accordance with Condition 14.9; and
- N is five, or such other number of days scheduled for the Rebalancing (assuming no Market Disruption Days);

*provided however* that if the Hedge Roll Day is not a Pricing Day for a class of Individual Commodity Index, “ $\text{MSDR}_{(i,j,t)}$ ” for that class of Micro Security shall be zero on day t and on the day following the next Pricing Day for that class of Individual Commodity Index that number of Micro Securities will be reduced in addition to any other reduction to occur on such day.

- (b) Where the number of Micro Securities comprised in a category of Index Securities is being increased or established (because the Target Number of Micro Securities of that class for the category of Index Security in question, determined in accordance with Condition 14.9, is greater than the number of Micro Securities of that class comprised, or that class was not comprised, in each Index Security of that category prior to the Rebalancing), at the commencement of each day (day t) on which there is a reduction in Micro Securities pursuant to Condition 14.10(a), the increase in number of Micro Securities of each such class, in relation to that category of Index Securities, shall be:

$$\text{MSDI}_{(i,j,t)} = \text{VPTI}_{(i,j,T)} \times \text{VMSDR}_{(j,t)} / P_{(i,t-1)}$$

where:

- i refers to the relevant class of Micro Securities;
- t refers to day t;

j	refers to the relevant category of Index Securities;
$MSDI_{(i,j,t)}$	is the increase in the number of Micro Securities of class i on day t;
$VPTI_{(i,j,T)}$	is the Value, on the Rebalancing Calculation Date, of the Micro Securities of class i to be increased during the Rebalancing expressed as a percentage of the Value of all Micro Securities comprised in Index Securities of category j to be increased during the Rebalancing;
$VMSDR_{(j,t)}$	is the Value, on the Pricing Day immediately prior to day t, of all Micro Securities comprised in Index Securities of category j reduced on day t in accordance with Condition 14.10(a); and
$P_{(i,t-1)}$	is the Price of Micro Securities of class i, on the Pricing Day immediately prior to day t;

*provided however* if the day prior to day t is not a Pricing Day for a class of Individual Commodity Index, “ $MSDI_{(i,j,t)}$ ” for that class of Micro Security shall be zero on day t and shall be recalculated (by changing only  $P_{(i,t-1)}$ ) on the day following the next Pricing Day for that class of Individual Commodity Index and that recalculated number of Micro Securities will be increased in addition to any other increase to occur on such day.

- (c) Micro Securities required to be removed from an Index Security in accordance with Condition 14.10(a) shall thereupon, without further action by the Security Holder, be converted into the Micro Securities required to be added in accordance with Condition 14.10(b).
- 14.11 For a Voluntary Rebalancing other than an Extended Voluntary Rebalancing, at the commencement of the day following the Rebalancing Calculation Date each class of Micro Securities comprised in each category of Index Securities in existence will be adjusted in accordance with Condition 14.10 except that N shall be 1 and day t shall be the first General Trading Day following the Rebalancing Calculation Date.
- 14.12 A Commodity Contract Counterparty and the Issuer may agree refinements to the Rebalancing mechanisms set out above from time to time, without the consent of the Trustee. Subject to the same provisos to Condition 30.2(d), the Rebalancing mechanisms set out above shall be amended in the manner agreed in writing by the Commodity Contract Counterparty and the Issuer and notified to Security Holders in an RIS announcement.
- 14.13 No money shall be payable by the Issuer to Security Holders, or by Security Holders to the Issuer, in respect of a Rebalancing.

## 15. ENQUIRIES AS TO STATUS OF SECURITY HOLDERS

- 15.1 The Issuer may at any time, without any requirement to state a reason, give notice to a Security Holder requiring that Security Holder:
- (a) to certify, no later than the date (the *Investor Notice Expiry Date*) falling fifteen Trading Days following the date on which the Issuer sends or transmits such requirement to that Security Holder whether that Security Holder is a Prohibited US Person or a Prohibited Benefit Plan Investor (and if that Security Holder is a Prohibited Benefit Plan Investor or Prohibited US Person, to notify the Issuer of the number and type of Micro and Commodity Securities in respect of which it is a Prohibited Benefit Plan Investor or Prohibited US Person); and

- (b) if that Security Holder asserts that it is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of all Micro and Commodity Securities held by it), to provide to the Issuer by the Investor Notice Expiry Date a certificate in the form and executed in the manner determined by the Issuer that the Security Holder is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of certain Micro and Commodity Securities held by it, specifying the number and type of Micro and Commodity Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).
- 15.2 The Issuer may provide to any Commodity Contract Counterparty copies of any enquiries made by it under this Condition 15 and any responses received from the Security Holder.
- 15.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 15, to assume that none of the Micro and Commodity Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.
- 16. CALCULATION AGENT**
- 16.1 The Calculation Agent is appointed by the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Facility Agreement (but not for the purposes of these Conditions, the Micro and Commodity Securities or the Trust Instrument):
  - (a) to determine whether a Market Disruption Event exists;
  - (b) if an Individual Commodity Index is not published for five or more consecutive Trading Days by reason of those Trading Days being Market Disruption Days in respect of that Individual Commodity Index, to calculate and provide to the Issuer a substitute value for that Individual Commodity Index on each subsequent Trading Day for as long as the Market Disruption Event continues;
  - (c) if an Individual Commodity Index is not published on a Trading Day for any reason other than that Trading Day being a Market Disruption Day in respect of that Individual Commodity Index, to calculate and provide to the Issuer a substitute value for that Individual Commodity Index for that Trading Day and for each subsequent Trading Day for as long as the non-publication continues;
  - (d) to make the determinations and calculations provided for in Condition 14.9; and
  - (e) to make the determinations and notifications referred to in the definitions of ECIPs and Notifiable Weights.
- 16.2 The Calculation Agent is or will be required under each relevant Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) to act in good faith and in a commercially reasonable manner and in accordance with its obligations set out in that Facility Agreement (or such calculation agency agreement). Subject thereto, in the absence of manifest error the determinations of the Calculation Agent are final and conclusive.
- 16.3 Where for the purposes of each Facility Agreement a substitute value for an Individual Commodity Index is calculated by the Calculation Agent for a Trading Day, that substitute value shall be used in the calculation of the Price of Micro Securities to which that Individual Commodity Index is applicable for that Trading Day, in lieu of the Individual Commodity Index.

16.4 If the Issuer provides copies to the Trustee of determinations notified to the Issuer by the Calculation Agent and/or notifies the Trustee (or any other person) of determinations made by the Calculation Agent, but it shall do so on the express basis that:

- (a) such copies and notifications are provided to the Trustee for information purposes only;
- (b) neither the Trustee nor any holder or potential holder of Micro and Commodity Securities shall be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent; and
- (c) no duty shall be owed by the Calculation Agent to the Trustee or any holder or potential holder of Micro and Commodity Securities in connection with any such determination.

## 17. ENFORCEMENT

17.1 In addition to any of the powers conferred on the Trustee pursuant to the Security Deed with respect to the Secured Property, the Trustee may at any time:

- (a) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of the relevant Micro and Commodity Securities to which such Defaulted Obligation relates; and
- (b) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date, the most recently determined Price) of the affected Micro and Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of all affected and outstanding Micro and Commodity Securities and for this purpose (and Condition 17.3) "affected Micro and Commodity Securities" means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Micro and Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

17.2 If the Trustee considers that the Issuer is in material breach of any of the covenants, undertakings and obligations (other than payment obligations) in the Trust Instrument and has not remedied the same within 30 days of being required to do so by the Trustee, the Trustee may, but shall not be obliged to, give notice to all Security Holders of that fact. Prior to giving any such notice, the Trustee shall provide a copy of the proposed notice to the Issuer and shall include with the notice any statement of not more than 1,000 words prepared by the Issuer and provided to the Trustee for the purpose within 7 days of receipt of the copy of the

proposed notice referred to herein. In any such notice the Trustee may designate a Period (the **Breach Redemption Period**) commencing on any General Trading Day until the date one month from such General Trading Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Micro and Commodity Securities held by it in the same manner as though there were no Authorised Participants. After the expiry of the Breach Redemption Period, the relevant breach shall be deemed waived without prejudice to the right of the Trustee to take action in the event of any subsequent such breach.

- 17.2A In the event that at any time during the Breach Redemption Period the right to Redeem Micro Securities of any class or Commodity Securities of any type or types pursuant to Condition 8.1(a) is suspended pursuant to Condition 8.19 or the right to Redeem Micro Securities of any class or Commodity Securities of any type or types is suspended pursuant to Condition 8.20, then the right to Redeem Micro Securities of that class and Commodity Securities of that type or types pursuant to Condition 17.2 shall be suspended in like manner and the provisions of Condition 8.19(c) or Condition 8.20(c) (as the case may be) shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 8.19 or Condition 8.20 (as the case may be), the right to Redeem Micro Securities of that class and Commodity Securities of that type or types pursuant to Condition 17.2 shall resume and the Breach Redemption Period in respect of that class shall continue until the date one month from the date on which the suspension so ceased.
- 17.3 If a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Security Holder holding affected Micro and Commodity Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 17.1(a) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action in accordance with Condition 17.1(b).
- 17.4 Subject to Condition 17.6, only the Trustee may enforce the provisions of the Trust Instrument or the Security Deeds. Where the Trustee has elected or been directed to enforce the Issuer's obligations under the Trust Instrument and the security constituted by a Security Deed, the right of Security Holders to lodge a Redemption Form with the Issuer shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to enforce the security (the **Election Date**) will be Redeemed in the normal manner. The Price for all Micro and Commodity Securities of a particular type outstanding at the Election Date will be the average Redemption Amount of the remaining Micro or Commodity Securities of that type.
- 17.5 If the Trustee takes any action pursuant to Condition 17.1 with respect to any Micro or Commodity Securities to which a Defaulted Obligation relates, it shall give notice to the Issuer that such Micro and Commodity Securities in respect of which such action is taken are, and they shall become, due and payable at their Redemption Amount, calculated in accordance with Condition 8.1 (*Redemption Entitlement*).
- 17.6 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case any such Security Holder will have only such rights against the Issuer as those which the Trustee is entitled to exercise against or in relation to the Issuer.
- 18. APPLICATION OF MONEYS**
- 18.1 All moneys received by the Trustee pursuant to the realisation of Secured Property in respect of a particular class of Micro Securities (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by

reference to Micro Securities of that class and for which they may be surrendered in accordance with the provisions of the Trust Instrument) shall be held by the Trustee upon trust, to apply them:

- (a) FIRST in payment or satisfaction of all amounts then due to the Trustee and unpaid (including to its attorneys, managers, agents, delegates or other person appointed by the Trustee) under terms of the Trust Instrument, and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the relevant Security Deed;
- (b) SECONDLY in or towards payment or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of Micro Securities of that class and any type of Commodity Securities to the extent that they are comprised of Micro Securities of that class; and
- (c) THIRDLY in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

## 19. RESTRICTIONS

19.1 So long as any Micro and Commodity Securities of a particular type are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:

- (a) not to incur or permit to subsist in respect of any Pool any indebtedness for borrowed money other than Micro and Commodity Securities or Further Securities, and not to give any guarantee or indemnity in respect of indebtedness of any person, save in each case with the prior written consent of the Trustee;
- (b) other than as permitted under the applicable Security Deed, not to dispose of any of the Secured Property or any interest therein, or to create any mortgage, pledge, charge, lien, or other form of encumbrance or security interest or right of recourse in respect thereof in favour of any person;
- (c) not to undertake any business save for the issue and redemption of Micro and Commodity Securities, the acquisition and disposal of Commodity Contracts, the issue and redemption of Short and Leveraged Commodity Securities (and any other securities constituted by the Short and Leveraged Trust Instrument) and the acquisition and disposal of Commodity Contracts (as defined in the Short and Leveraged Trust Instrument) and in each case entering into the necessary documents and performing its obligations and exercising its rights thereunder;
- (d) to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then there is at least one Authorised Participant;
- (e) not to issue any Micro or Commodity Securities of any type unless it has purchased Commodity Contracts with corresponding terms and in an aggregate matching Redemption Amount;
- (f) not to maintain an office or other fixed place of business, nor to establish any permanent establishment, nor be or become tax resident, in any jurisdiction other than Jersey;
- (g) not to make any election under U.S. federal income tax laws to be treated otherwise than as an association taxable as a corporation for U.S. federal income tax purposes;

- (h) to undertake any business so as to seek to minimise the impact of taxation;
- (i) to procure that the Pools are at all times maintained in a manner so that they are readily distinguishable from each other and from any other pool to which any other class of securities of the Issuer is attributable (including but not limited to any Pool (as defined for the purposes of the Short and Leveraged Trust Instrument)); and
- (j) to exercise its rights in respect of any Collateral in any circumstance where such rights become exercisable and there are amounts due from the relevant Commodity Contract Counterparty and unpaid.

## **20. FURTHER SECURITIES; OTHER POOLS; TRANSFERS TO NEW POOLS; CONSOLIDATION AND DIVISION**

- 20.1 Subject to its ability to create corresponding Commodity Contracts, the Issuer may (without the consent of the Security Holders) create and issue additional classes of undated limited recourse secured debt securities constituted by an instrument or deed supplemental to this Trust Instrument and may establish additional pools for the purposes of such securities and the Trustee shall join in such instrument or deed and thereupon such pool shall be a "Pool" for the purposes of the Trust Instrument and such securities shall be "Micro Securities" for such purposes, and the Issuer may further create and issue Commodity Securities, the amount payable on Redemption of which is calculated by reference to such Micro Securities in accordance with the Trust Instrument (and for which such Commodity Securities when in Certificated Form may be surrendered in accordance with the provisions of the Trust Instrument). Any such additional classes of Micro Securities shall have recourse only to the Pool attributable to the relevant classes and not to any other Pool. Other such securities created and issued by the Issuer under this Condition 20.1 may relate to different commodities than those in respect of which Individual Securities are initially issued, or involve the same commodities but different commodity indices, or be Index Securities involving different combinations of Micro Securities or with different weightings, or involve different pricing mechanisms. Other such securities created by the Issuer under this Condition 20.1 may be created and issued subject to different terms and conditions in lieu of the Trust Instrument (including but not limited to different pricing mechanisms), to be determined by the Issuer. If other securities issued by the Issuer under this Condition 20.1 are subject to different terms and conditions in lieu of the Trust Instrument the Issuer shall publish those new conditions in its RIS announcement or in a prospectus or listing particulars or supplementary prospectus or supplementary listing particulars and on the Issuer's Website.
- 20.2 The Issuer shall not accept Applications for, or issue, Micro Securities of a new class, or Commodity Securities (the amount payable on Redemption of which is calculated by reference to (and when held in Certificated form may be surrendered in exchange for) Micro Securities of a new class) under Condition 20.1 unless it has first (a) created corresponding Commodity Contracts under the terms of a Facility Agreement and (b) executed and delivered to the Trustee a Security Deed assigning by way of security for the benefit of the Trustee and the relevant Security Holders the contractual rights of the Issuer under each commodity contract of the relevant class and creating a first floating charge for the benefit of the Trustee and the relevant Security Holders over the rights of the Issuer under that facility agreement (to the extent that it relates to such class), commodity contracts of that class created under it and any Guarantee supporting the obligations of the relevant Commodity Contract Counterparty to the Issuer to the extent that they apply to payments due in respect of that new class, for the benefit of the Trustee and the relevant Security Holders.
- 20.3 The Issuer may at any time (without the consent of the Security Holders and without giving prior notice) determine to divide any Pool (the *Existing Pool*) by allocating some of the



Secured Property attributable to that existing Pool to a new Pool (the *New Pool*). If it determines to do so, the following shall apply:

- (a) the Issuer may only transfer all (and not merely some) of the Commodity Contracts with any one Commodity Contract Counterparty attributable to that Pool;
- (b) prior to or on the transfer becoming effective, the Issuer shall create undated limited recourse secured micro securities (*New Micro Securities*) and undated limited recourse secured individual securities (*New Individual Securities*) of a new class referable to the same Individual Commodity Index and otherwise on the same terms as the Micro Securities attributable to the Existing Pool (the *Existing Micro Securities*) and the Individual Securities attributable to the Existing Pool (the *Existing Individual Securities*), each having a principal amount determined in accordance with Condition 20.3(d) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Micro Securities or the New Individual Securities) and on terms that such New Micro Securities and New Individual Securities shall have recourse only to the assets attributable to the New Pool, and (subject as provided in paragraph (f)) shall issue such New Micro Securities to the Security Holders of the Existing Micro Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Micro Security for each Existing Micro Security then held and such New Individual Securities to the Security Holders of the Existing Individual Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Individual Security for each Existing Individual Security then held. For this purpose (but subject as provided in paragraph (f)) any Micro Security or Individual Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;
- (c) prior to or on the transfer becoming effective, the Issuer shall also create new classes of undated limited recourse secured index securities (*New Index Securities*), each on the same terms as the existing categories of Index Securities (*Existing Index Securities*) which comprise Existing Micro Securities, each having a principal amount determined in accordance with Condition 20.3(d) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Index Securities of any category) and on terms that such New Index Securities shall have recourse only to the assets attributable to the New Pools to which they are attributable, such New Index Securities being capable when in Certificated Form of surrender in exchange for the New Micro Securities of which they are comprised (being New Micro Securities corresponding to the Existing Micro Securities of which the Existing Index Securities to which that category of New Index Securities corresponds are comprised) and by reference to which the amount payable on Redemption of such New Index Securities is calculated, and (subject as provided in paragraph (f)) shall issue such New Index Securities to the Security Holders of the Existing Index Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Index Security for each Existing Index Security then held. For this purpose (but subject as provided in paragraph (f)) any Index Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;
- (d) the principal amount and Pool Factor of each New Micro Security and each New Individual Security shall (subject as provided in paragraph (f)) be the proportion of the principal amount and Pool Factor respectively, of each Existing Micro Security and each Existing Individual Security (respectively) outstanding immediately prior to the transfer becoming effective that the aggregate Price of the Commodity Contracts

to be transferred bears to the aggregate Price of the Commodity Contracts attributable to the Existing Pool, and on the creation and issue of the New Micro Securities and the New Individual Securities becoming effective the principal amount and Pool Factors of each Existing Micro Security and each Existing Individual Security and the principal amount of each Existing Index Security shall be reduced accordingly and the principal amount of each New Index Security determined accordingly;

- (e) the Issuer shall enter into a Security Deed with the Trustee in relation to the assets attributable to the New Pool to secure the New Micro Securities and the New Individual Securities (and the New Index Securities to the extent that they comprise New Micro Securities), which shall be on the same terms (*mutatis mutandis*) as the Security Deed (the *Existing Security Deed*) in relation to the Existing Pool, and the Trustee shall release the property to be transferred from the Existing Security Deed; and
- (f) any valid Redemption Form received or deemed received prior to (and being in respect of Micro or Commodity Securities which have not by then been Redeemed and in respect of which the Redemption Amount has not been paid in accordance with Condition 10):
  - (i) in a case where in respect of the Existing Micro Securities, Existing Individual Securities or Existing Index Securities (as the case may be) (together the *Existing Securities*) notice of a Compulsory Redemption Date has been given under Condition 9.2 prior to such division becoming effective, the date on which such notice of a Compulsory Redemption Date was given;
  - (ii) in a case where in respect of the relevant Existing Securities notice of a Compulsory Redemption Date has been given (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 9.1(a) prior to such division becoming effective, the date on which notice of the Compulsory Redemption Date was given;
  - (iii) in any other case where in respect of the relevant Existing Securities, notice of a Compulsory Redemption Date has been given prior to such division becoming effective, the Compulsory Redemption Date; and
  - (iv) in any other case, the date on which such division becomes effective,

and in each case being valid notwithstanding Condition 8.9(g) and Condition 9.4, shall have effect as if given in respect either of the Existing Securities or of the New Micro Securities, New Individual Securities or New Index Securities (as the case may be) (together the *New Securities*) dependent upon the Commodity Contract Counterparty (the *Relevant Counterparty*) to whom a Cancellation Notice (as defined in the Facility Agreement) (the *Relevant Cancellation Notice*) had been delivered under a Facility Agreement for the purposes of the Redemption intended to be effected pursuant to such Redemption Form as determined in its absolute discretion by the Issuer. Accordingly:

- (i) for the purposes of the calculations to be made in accordance with paragraph (d), Commodity Contracts the subject of all Relevant Cancellation Notices shall be excluded, and the principal amounts and Pool Factors

referred to therein shall be calculated as though all such Commodity Contracts had been terminated;

- (ii) for the purposes of the calculations to be made in accordance with paragraph (d), Commodity Contracts that have been created for the purposes of an Application that has not been completed by the issue of Micro or Commodity Securities shall be excluded, and the principal amounts and Pool Factors referred to therein shall be calculated as though all such Commodity Contracts had not been created;
- (iii) each Security Holder from whom such a Redemption Form in respect of Existing Micro Securities was received or deemed received shall not be issued New Micro Securities as provided in paragraph (b) and instead each of the Existing Micro Securities to which such Redemption Form relates shall be divided into Existing Micro Securities or New Micro Securities as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Micro Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other Existing Micro Securities of that class as reduced in accordance with paragraph (d) and each such New Micro Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other New Micro Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Micro Securities or New Micro Securities (as the case may be) as has the same aggregate principal amount as had the Existing Micro Securities in respect of which the Redemption Form related immediately prior to the division becoming effective;
- (iv) each Security Holder from whom such a Redemption Form in respect of Existing Individual Securities was received or deemed received shall not be issued New Individual Securities as provided in paragraph (b) and instead each of the Existing Individual Securities to which such Redemption Form relates shall be divided into Existing Individual Securities (and as necessary Existing Micro Securities) or New Individual Securities (and as necessary New Micro Securities) as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Individual Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other Existing Individual Securities of that class as reduced in accordance with paragraph (d) and each such New Individual Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other New Individual Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Individual Securities or New Individual Securities (as the case may be) as has the same aggregate principal amount as had the Existing Individual Securities in respect of which the Redemption Form related immediately prior to the division becoming effective; and
- (v) each Security Holder from whom such a Redemption Form in respect of Existing Index Securities was received or deemed received shall not be issued New Index Securities as provided in paragraph (c) and instead each of the Existing Index Securities to which such Redemption Form relates shall be divided into Existing Index Securities or New Index Securities as are

attributable to the Pools to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Index Security ranking *pari passu* with and having the same principal amount as the other Existing Index Securities of that category as reduced in accordance with paragraph (d) and each such New Index Security ranking *pari passu* with and having the same principal amount as the other New Index Securities of that category, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Index Securities or New Index Securities (as the case may be) as has the same aggregate principal amount as had the Existing Index Securities in respect of which the Redemption Form related immediately prior to the division becoming effective.

- 20.4 Without prejudice to the foregoing, the Issuer may consolidate or divide all of the Micro or Commodity Securities of any type into Micro or Commodity Securities of the same type but with a proportionately larger or smaller Principal Amount and Multiplier. The Issuer may also consolidate or divide all of the Commodity Securities of any type into Commodity Securities of the same type without adjusting their Multiplier by instead changing the number of Micro Securities of which they are comprised and hence their Principal Amount. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Instrument.
- 20.5 Whenever as a result of consolidation of Micro or Commodity Securities a Security Holder would become entitled to a fraction of a Micro or Commodity Security the Issuer will Redeem such fraction of a Micro or Commodity Security.

## **21. ISSUER'S ABILITY TO PURCHASE MICRO AND COMMODITY SECURITIES**

There is no restriction on the ability of the Issuer or any of its Affiliates to purchase or repurchase Micro and Commodity Securities.

## **22. LISTING**

The Issuer covenants in the Trust Instrument to use its best endeavours to obtain and, so long as any of the Micro and Commodity Securities remain outstanding, maintain a Listing for the Micro and Commodity Securities or, if it is unable to do so having used such best endeavours or if the maintenance of such listing is agreed by the Trustee to be unduly onerous, use its best endeavours to obtain and maintain the quotation or listing of the Micro and Commodity Securities on such other stock exchange as it may (with the prior written approval of the Trustee) decide.

## **23. WAIVER, AUTHORISATION AND DETERMINATION**

The Trustee may, without prejudice to its rights in respect of any subsequent breach, but only if and in so far as, in its opinion, the interests of the Security Holders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in these Trust Instruments or the Security Deeds, or determine that any Defaulted Obligation, Issuer Insolvency Event or Counterparty Event of Default shall not be treated as such PROVIDED THAT the Trustee shall not exercise any powers conferred on it by this Condition, (a) with respect to a Defaulted Obligation, in contravention of any express direction given by the Security Holder to whom such Defaulted Obligation is owed or (b) with respect to an Issuer Insolvency Event or any Counterparty Event of Default or any other breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Instrument, in contravention of any express direction given by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Micro and Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders (as a single class), but so that no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver,

authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Security Holders and, if, but only if, the Trustee, shall so require, shall be notified by the Issuer to the Security Holders as soon as practicable thereafter.

#### **24. EXERCISE OF DISCRETIONS**

The Trustee may exercise its discretions under the Trust Instrument separately in respect of each type of Micro and Commodity Securities, and any Further Securities in issue from time to time, and shall incur no liability for so doing.

#### **25. PRESCRIPTION**

The Trust Instrument does not provide for any prescription periods.

#### **26. REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE**

26.1 The Trustee may retire at any time without assigning any reason upon giving not less than three months' prior written notice to the Issuer and without being responsible for any Liabilities incurred by reason of such retirement. The Security Holders may by Extraordinary Resolution of the Security Holders (as a single class) appoint or remove any trustee or trustees for the time being of the Trust Instrument.

26.2 The Issuer will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee gives notice to its retirement or being removed by Extraordinary Resolution. The retirement or removal of any Trustee shall not become effective until a successor trustee is appointed.

#### **27. GOVERNING LAW AND JURISDICTION**

The Conditions, the Micro and Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deeds are governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

#### **28. TRUSTEE'S LIABILITY**

Save in the case of fraud, wilful misconduct or negligence, the Trustee (or any director, officer or employee of the Trustee) shall have no liability under the Trust Instrument for a breach of trust and save in such circumstances, no Trustee (and no director, officer or employee of the Trustee) in execution of the trusts and powers under the Trust Instrument, shall be liable for any loss arising by reason of any mistake or omission by him or by reason of any other matter or thing including fraud, gross negligence or default of another director, officer or employee or Trustee.

#### **29. AMENDMENTS TO CONDITIONS**

These Conditions may be amended as set out herein or by written agreement between the Issuer and the Trustee. Any amendment to these Conditions will be notified to Security Holders through an RIS announcement, and unless otherwise agreed by the Trustee shall not take effect until at least 30 calendar days following such announcement.

#### **30. AMENDMENTS TO DOCUMENTS**

30.1 Pursuant to the Trust Instrument, the Issuer covenants that it will not amend, vary, modify or supplement any of the Trustee Consent Documents without the prior written consent of the Trustee save where, in respect of a Facility Agreement, that amendment is at the election of the relevant Commodity Contract Counterparty to amend the terms of the Facility Agreement to substantially conform that Facility Agreement to another Facility Agreement entered into between the Issuer and another Commodity Contract Counterparty.

- 30.2 The Issuer may by supplemental agreement or supplemental instrument or deed, as applicable, amend the Trust Instrument (including the Conditions), any Security Deeds or any of the Trustee Consent Documents (in respect of Conditions (a), (d), (h) or (i) below without the consent of the Trustee) save where, in respect of and under the terms of a Facility Agreement, that amendment is automatic or at the election of the relevant Commodity Contract Counterparty, and the Trustee agrees in the Trust Instrument to join in a supplemental agreement or supplemental instrument or deed as applicable accordingly, if one or more of the following applies:
- (a) the amendment is to substitute as debtor under a Facility Agreement or a Guarantee another person having an Acceptable Credit Rating;
  - (b) in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;
  - (c) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;
  - (d) the amendment is to effect changes to any Rebalancing mechanism provided that:
    - (i) the Calculation Agent has notified the Issuer in accordance with the terms of a Facility Agreement that it has determined that such adjustments would more accurately reflect the position of a hypothetical investor seeking to track one or more of the indices embedded within the Index Securities, in which event the Issuer shall be entitled to deliver a copy of such notice to the Trustee, or otherwise give notice to the Trustee of the Calculation Agent's determination, but in each case only on the basis set out in Condition 16.4;
    - (ii) the adjustments so agreed have the consequence that at the time of the Rebalancing there is no change to the value of the Index Securities being Rebalanced; and
    - (iii) the adjustments do not take effect until at least 30 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;
  - (e) the amendment is to substitute a different forward commodity index for the DJ-UBS CI-F3<sup>SM</sup> and its sub-indices and consequential changes provided that:
    - (i) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the value of the Index Securities which are the subject of the substitution; and
    - (ii) the adjustments do not take effect until at least 30 days have elapsed after they are announced to Security Holders in an RIS announcement;
  - (f) the amendment affects only Index Securities of one or more particular category or categories or the method, process or rights associated with Rebalancing, the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different categories of Index Securities differently, and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each category of Index Security affected passed in accordance with the Trust Instrument or in any case by a separate resolution in writing of holders of such category of Index Security affected holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of such category;

- (g) Condition (f) above does not apply to the amendment, the amendment affects only Index Securities or the method, process or rights associated with Rebalancing and the terms of the amendment are authorised by an Extraordinary Resolution of the holders of the Index Securities (as a single class) passed in accordance with the Trust Instrument or by a resolution in writing of the holders of the Index Securities holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of the Index Securities (as a whole);
  - (h) Conditions (f) and (g) above do not apply to the amendment, the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different types of Micro and Commodity Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each type of Micro or Commodity Security affected passed in accordance with the Trust Instrument or in each case by a separate resolution in writing of holders of such type of Micro or Commodity Security affected holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of such type, provided that unless the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of Index Securities and/or Individual Securities differently from the holders of the relevant class(es) of Micro Securities, holders of Index Securities and/or Individual Securities shall for this purpose be treated as though they were holders of the Micro Securities by reference to which the amount payable on Redemption of their Index Securities and/or Individual Securities is calculated and not as though they were holders of the Index Securities and/or Individual Securities;
  - (i) Conditions (f) to (h) inclusive above do not apply to the amendment and the terms of the amendment are authorised by an Extraordinary Resolution of the Security Holders (as a single class) passed in accordance with the Trust Instrument or by a resolution in writing of Security Holders holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of the Micro and Commodity Securities (as a whole); or
  - (j) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Micro and Commodity Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument, the relevant Security Deed or the relevant Trustee Consent Document.
- 30.3 In the case of an amendment to a Facility Agreement or an Authorised Participant Agreement, the amendment may not take effect for at least 30 calendar days (or five Issuer Business Days if the amendment is to be made pursuant to an obligation in the Facility Agreement to negotiate in good faith following notice being given by either party thereto of the occurrence of a Material Adverse Change (as defined therein), following publication of a notice thereof through a RIS and the Issuer shall not agree to any such amendment unless it does not take effect until such period has elapsed.
- 30.4 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 30.2(a) and (b) by publishing a notice on a RIS at least 30 calendar days prior to such amendment becoming effective.
- 30.5 A change to the Rebalancing mechanism under Condition 30.2(d) shall take effect no earlier than 30 days following the determination and will be notified to Security Holders by publishing a notice on a RIS.

- 30.6 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 30.2(f) to 30.2(j) (inclusive) by publishing a notice on the RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.
- 30.7 Notwithstanding any provision to the contrary in this Condition 30 or in any other Trustee Consent Document, the power to assent to any modification or amendment to the provision of any Trustee Consent Document which modifies the power to amend such Document shall require a unanimous resolution in writing of holders of the Micro and Commodity Securities of any type then outstanding.
- 30.8 Conditions 30.2 and 30.3 shall not apply to any amendment to the terms of the Facility Agreement which, under the terms thereof, is automatic or at the election of the relevant Commodity Contract Counterparty in the circumstances described in Condition 30.1.
- 30.9 No notice need be given of any amendment as referred to in Conditions 30.2(b), (c) or (g) or 30.8 unless the Trustee otherwise requires.

### **31. NOTICES**

- 31.1 Except as provided below, all notices required or permitted to be given to Security Holders, the Issuer or the Registrar under the Trust Instrument or pursuant to any other Document must be in writing in English.
- 31.2 All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Trustee Consent Document shall be made by publication through a RIS where required under the terms of such document, but otherwise may be given by publication on the Issuer's Website.
- 31.3 All notices required to be given by the Issuer to Security Holders under the Trust Instrument or otherwise shall be given in writing, except to the extent that the notice relates to a meeting of Security Holders where, in relation to any Micro Securities which are held in Uncertificated Form, the directors may from time to time permit notices of Security Holder meetings to be made by means of an electronic communication in the form of an Uncertificated Notice of Meeting in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to facilities and requirements of CREST) and may in similar manner permit supplements, or amendments, to any such Uncertificated Notice of Meeting to be made by like means.
- 31.4 Any Pricing Notice shall be sent by fax to the Issuer's primary fax number, as follows:  
  
Fax: +44 1534 825 335  
  
or such other fax number as may be published on the Issuer's Website, and confirmed by email to the following email address:  
  
Email: [info@etfsecurities.com](mailto:info@etfsecurities.com).
- 31.5 Any Pricing Notice shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.



31.6 Any General Notice to be given to the Issuer shall be sent to the Issuer's primary fax number set out above or delivered by hand, sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), to the following address:

Name: ETFS Commodity Securities Limited

Address: Ordnance House, 31 Pier Road  
St. Helier, Jersey JE4 8PW  
Channel Islands

Attention: Graeme Ross/Craig Stewart

Fax number: +44 1534 825 335

or such other address as may be published for the Issuer on the Issuer's Website.

31.7 Any General Notice shall, in the absence of earlier receipt, be deemed to have been received as follows:

(a) if delivered by hand, at the time of actual delivery; or

(b) if sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), on the date it is delivered or its delivery is attempted.

## **32. PAYMENT PROVISIONS**

32.1 All monies payable by the Issuer in respect of Micro and Commodity Securities shall be paid in US Dollars in full cleared and immediately available funds.

32.2 All monies payable by the Issuer on the Redemption of any Micro and Commodity Securities (including, without limitation, any interest payable under Condition 11.2) shall be paid in full, free and clear of and without any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax, unless such deduction or withholding is required by law to which the person making the payment is subject.

32.3 Where a day on which a payment would otherwise be due and payable is not a Business Day, such payment shall be due and payable by the payer on the next following Business Day.