

DentonWildeSapte

EXECUTION VERSION

Security Deed

Dated 05 November 2009

ETFS Foreign Exchange Limited
(Issuer)

The Law Debenture Trust Corporation p.l.c.
(Security Trustee and Trustee)

Morgan Stanley & Co International plc
(MSIP)

ETF Securities Limited
(ETFSL)

Denton Wilde Sapte LLP
One Fleet Place
PO Box 717
London EC4M 7WS
United Kingdom
T +44 (0)20 7242 1212
F +44 (0)20 7246 7777
Telex 887793
DX 242
www.dentonwildesapte.com
International Lawyers

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Security Deed

Dated 05 November 2009

Between

- (1) **ETFS Foreign Exchange Limited** (the **Issuer**) a company incorporated under the laws of Jersey with registered number 103518 whose registered office is at Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands JE4 8PW;
- (2) **The Law Debenture Trust Corporation p.l.c.** (the **Security Trustee** which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the security trustee or security trustees under this Deed as security trustee for the Secured Parties (as defined below)) registered in England with number 1675231 whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX;
- (3) **The Law Debenture Trust Corporation p.l.c.** (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 under the Trust Instrument (as hereafter defined) as trustee for the Security Holders (as defined below)) registered in England with number 1675231 whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX;
- (4) **Morgan Stanley & Co International plc (MSIP)** a public limited company duly organised under the laws of England and Wales; and
- (5) **ETF Securities Limited (ETFSL)** a company incorporated and registered in Jersey, with registered number 88370.

Recitals

- A Pursuant to a Trust Instrument (the **Trust Instrument**) dated on or about the date of this Deed and made between the Issuer and the Trustee, the Trustee has agreed to act as trustee for the holders from time to time of the Collateralised Currency Securities.
- B The Issuer and MSIP have on or about the date of this Deed entered into a Facility Agreement (the **Facility Agreement**) whereby the Issuer has appointed MSIP as a Currency Transaction Counterparty in respect of the Collateralised Currency Securities. Pursuant to the terms of the Facility Agreement the Issuer and MSIP will enter into Currency Transactions governed by the ISDA Master Agreement and Repos governed by the Global Master Repurchase Agreement.
- C This Deed relates to the Counterparty Collateral Pool relevant to (i) MSIP and (ii) each class of Collateralised Currency Securities in respect of which MSIP is a Currency Transaction Counterparty (**Relevant Securities**).
- D As security for the Issuer's obligations to the Secured Parties, the Issuer has agreed to provide the Security which shall include an assignment by way of security of the contractual rights of the Issuer under the Assigned Agreements (as defined below) and charges in favour of the Security Trustee over all of the Issuer's rights in relation to the Secured Property.
- E The Security Trustee has agreed to hold the Security created by this Deed for the Secured Parties upon and subject to the terms and conditions of this Deed.

It is agreed:

1 Definitions and interpretation

1.1 All words and expressions not otherwise defined in this Deed have the same meaning as that given to them in the Trust Instrument (including the Conditions).

1.2 In this Deed:

Assigned Agreements has the meaning given in clause 3.1.

Authorised Signatory means, in relation to any person, an individual who is duly empowered to bind such person and whose authority is evidenced by a resolution of the board of directors (or any other appropriate means of authorisation) of such person, and, in relation to the Security Trustee, any individual named in the Security Trustee's authorised signatory list having due authority to bind the Security Trustee, which list shall be provided by the Security Trustee from time to time.

BONY means The Bank of New York Mellon.

Collateral Administration Agreement means the collateral administration agreement dated on or about the date of this Deed and entered into by the Issuer and BONY.

Collateral Receiver Account means the collateral receiver account in the name of the Issuer with account number [REDACTED] established and maintained pursuant to the Collateral Administration Agreement and any further account or accounts at BONY from time to time replacing the same.

Counterparty Event of Default means any event which is an Event of Default under the ISDA Master Agreement in respect of which MSIP is the Defaulting Party (as defined in the ISDA Master Agreement).

CTC Enforcement Event means, any event which is an Event of Default or an Additional Termination Event under the ISDA Master Agreement in respect of which the Issuer is the Defaulting Party or the sole Affected Party, as applicable (each as defined in the ISDA Master Agreement).

Custody Account means the custody account in the name of the Issuer with account number 142589 established and maintained pursuant to the Custody Agreement and any further account or accounts at BONY from time to time replacing the same.

Custody Agreement means the custody agreement dated on or about the date of this Deed and entered into by the Issuer and BONY.

Global Master Repurchase Agreement means the TBMA/ISMA Global Master Repurchase Agreement (2000 Version) entered into between Issuer and MSIP including the Annexes thereto dated on or about the date of this Deed.

ISDA Master Agreement means the 2002 ISDA Master Agreement, dated on or about the date of this Deed and entered into by MSIP and the Issuer, the Master Confirmation Agreement, each Transactions Confirmation Supplement (as defined in the Master Confirmation Agreement) and any other confirmation supplemental thereto.

Master Confirmation Agreement means the Master Confirmation Agreement dated on or about the date of this Deed and entered into between MSIP and the Issuer.

Obligor means, as the case may be, MSIP, BONY or a Relevant Authorised Participant.

Other Secured Property means property of the Issuer subject to the security constituted by any Security Deed (other than this Deed) as defined in the Conditions.

Receiver has the meaning given to it in Clause 7.9 hereof.

Redemption Obligations means the obligation of the Issuer to redeem a Relevant Security and to make payment of the Redemption Amount relating to such Relevant Security to the Relevant Security Holder.

Relevant Authorised Participant means any Authorised Participant which has entered into a Relevant Authorised Participant Agreement.

Relevant Authorised Participant Agreement means each authorised participant agreement entered into by the Issuer and an Authorised Participant which relates to Relevant Securities.

Relevant Secured Property means:

- (a) in respect of the Trustee and the Security Trustee, only Secured Property and Other Secured Property;
- (b) in respect of MSIP, only Secured Property;
- (c) in respect of any class of Security Holders, only Secured Property and Other Secured Property comprising the Class Collateral Pool for such class; and
- (d) in respect of ETFSL, only Secured Property and Other Secured Property.

Relevant Security Holders means the holders from time to time of the Relevant Securities.

Secured Liabilities means all sums and liabilities (present or future, actual or contingent) due, owing or incurred by the Issuer to:

- (a) MSIP under the Facility Agreement, the ISDA Master Agreement and the Global Master Repurchase Agreement;
- (b) the Relevant Security Holders (including without limitation, the Redemption Obligations) under the Relevant Securities;
- (c) ETFSL under the Services Agreement;
- (d) the Trustee under the Trust Instrument (other than any Redemption Amounts owed to the Trustee under the Trust Instrument in respect of the Relevant Securities); and
- (e) the Security Trustee under this Deed.

Secured Parties means the Security Trustee, the Trustee, MSIP, ETFSL and the Relevant Security Holders.

Secured Property means:

- (a) all rights, title and interest of the Issuer in and to the Custody Account established and maintained pursuant to the Custody Agreement including all of its rights, title and interest in any securities held in or cash balances standing to the credit of the Custody Account, in either case, now or at any time hereafter;
- (b) all rights, title and interest of the Issuer in and to the Collateral Receiver Account established and maintained pursuant to the Collateral Administration Agreement including all of its rights, title and interest in any securities held in or cash balances standing to the credit of the Collateral Receiver Account, in either case, now or at any time hereafter;
- (c) all rights, title and interest of the Issuer under each Assigned Agreement subject to any right of set-off or close out netting expressly permitted under any Assigned Agreement or required by applicable law.

Security means the security granted by the Issuer pursuant to Clauses 2.1 and 3 of this Deed.

Tax means any VAT, tax, income tax, capital gains tax, corporate tax, goods and services tax, withholding tax, stamp duty, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency.

- 1.3 In this Deed references to Clauses, sub-clauses, paragraphs, sub-paragraphs and the Schedule shall be construed as references to the Clauses, sub-clauses, paragraphs and sub-paragraphs of, and the Schedule to, this Deed respectively.
- 1.4 In this Deed tables of contents and Clause headings are included for ease of reference only and shall not affect the construction of this Deed.
- 1.5 In this Deed references to any agreement includes such agreement as supplemented and amended from time to time.
- 1.6 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

2 Creation of charges

- 2.1 As security for the payment of the Secured Liabilities the Issuer hereby:
 - (a) charges by way of first fixed charge to the Security Trustee for the benefit of the Secured Parties all the Issuer's rights, title and interest, present and future, in and to the Secured Property;
 - (b) charges by way of first floating charge to the Security Trustee for the benefit of the Secured Parties all the Issuer's rights, title and interest, present and future, in and to the Secured Property.
- 2.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 2.1(b).

3 Assignment by way of security

- 3.1 As further security for the payment of the Secured Liabilities the Issuer assigns and agrees to assign to the Security Trustee for the benefit of the Secured Parties by way of security with full title guarantee all its present and future rights, title and interest in:
 - (a) the Facility Agreement;
 - (b) the ISDA Master Agreement;
 - (c) the Global Master Repurchase Agreement;
 - (d) the Custody Agreement;
 - (e) the Collateral Administration Agreement;
 - (f) each Relevant Authorised Participant Agreement (together the **Assigned Agreements**)

provided that such assignment shall take effect subject to any right of set-off or close out netting expressly permitted under the Assigned Agreements or required by applicable law and

provided further that unless and until the Security becomes enforceable in accordance with the provisions of this Deed, the Issuer may continue to exercise all its powers under each Assigned Agreement in relation to the following matters:

- (a) all matters expressed in the Assigned Agreements to be at the option, or subject to the discretion, of the Issuer and the relevant Obligor; and
- (b) all matters relating to the day to day management of the creation or closing of Currency Transactions under the Assigned Agreements and/or the entry into Repos that require the agreement of the relevant Obligor and the Issuer,

save that, to the extent that the Security Trustee's consent is required, it shall be the responsibility of the Issuer to ensure that such consent is received prior to undertaking the matter in question.

- 3.2 The Issuer undertakes that it shall give notice of the assignments referred to in clause 3.1 to each Obligor other than MSIP in substantially the forms set out in Schedule 1 and Schedule 2 and to use its reasonable endeavours to procure that each such Obligor acknowledges such notice.
- 3.3 The Issuer and the Security Trustee hereby give notice to MSIP of the assignment of the Assigned Agreements under Clause 3.1 and MSIP, by its execution of this Deed, hereby acknowledges to the Issuer and the Security Trustee receipt of such notice.

4 Issuer to hold Secured Property on trust in certain circumstances

If or to the extent that the assignment or charging of any Secured Property is prohibited, the Issuer shall hold such Secured Property on trust for the Security Trustee.

5 Nature of Security Created

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) over all present and future assets of the kind described which are owned by the Issuer and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee for and on behalf of the Secured Parties; and
- (d) with full title guarantee.

6 Declaration of Trust

The Security Trustee shall hold all the rights, title and interest, present and future, in and to the Secured Property and the other Security created under this Deed on trust for the Secured Parties upon and subject to the terms and conditions of this Deed.

7 Enforcement

7.1 The whole of the Security shall become enforceable if:

- (a) a Defaulted Obligation (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction

Counterparty for a class of Relevant Securities, has occurred and is continuing at such time) in respect of which one or more classes of Relevant Securities is a Relevant Exposed Class has occurred and is continuing; or

- (b) a Counterparty Event of Default has occurred and is continuing, and as a result any Redemption Notice in respect of Relevant Securities of any class issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days; or
- (c) an Issuer Insolvency Event has occurred and is continuing; or
- (d) a CTC Enforcement Event has occurred and is continuing.

7.2 The Security Trustee shall:

- (a) If a Defaulted Obligation (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction Counterparty for a class of Relevant Securities, has occurred and is continuing at such time) in respect of which one or more classes of Relevant Securities is a Relevant Exposed Class has occurred and is continuing and it is so directed in writing by the Trustee acting in accordance with the Trust Instrument;
- (b) if a Counterparty Event of Default has occurred and is continuing, and as a result any Redemption Notice in respect of Relevant Securities of any class issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days and it is so directed in writing by the Trustee acting in accordance with the Trust Instrument;
- (c) if an Issuer Insolvency Event has occurred and is continuing and it is so directed in writing by the Trustee acting in accordance with the Trust Instrument;
- (d) if a CTC Enforcement Event has occurred and is continuing and it is so directed in writing by MSIP,

but in each case subject to:

- (i) in the case of (a), (b) or (c) above, a Compulsory Redemption Date in respect of the Relevant Securities having been set pursuant to Condition 7.2; and
- (ii) the Security Trustee having first been indemnified and/or secured and/or pre-funded 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 or any other person to enforce the Security.

7.3 The Security Trustee shall be under no obligation to any Secured Party to take any action to enforce the Security in the absence of instructions complying with Clause 7.2, notwithstanding that the Security may have become enforceable by virtue of Clause 7.1.

7.4 Save as provided in Clause 7.7, only the Security Trustee may enforce the provisions of this Deed.

7.5 At any time after the Security has become enforceable and the Security Trustee has been instructed and indemnified as referred to in Clause 7.2, the Security Trustee may collect, sell, or otherwise deal with the Secured Property in such manner as the Security Trustee thinks fit, and may take such actions or proceedings in connection therewith as it considers appropriate,

and the Security Trustee shall apply the proceeds of such realisation in the manner described in Clause 12 (Application of Moneys).

- 7.6 The Security Trustee shall be entitled at any time after the Security has become enforceable and the Security Trustee has been instructed and indemnified and/or secured and/or pre-funded as referred to in Clause 7.2 to do any of the acts and things listed in Clause 9 in relation to the Secured Property either in its own name or in the name of the Issuer and by way of security the Issuer hereby irrevocably appoints and constitutes the Security Trustee as the Issuer's true and lawful attorney with full power in the name and on behalf of the Issuer to do any of the acts and things listed in Clause 9 at any time after the Security has become enforceable and with full power for any such attorney to sub-delegate any of such powers including the power to sub-delegate. The Issuer hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney may do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this sub-clause 7.6.
- 7.7 None of the Secured Parties will be entitled to proceed directly against the Issuer unless the Security Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case each Secured Party will have only such rights against the Issuer as those which the Security Trustee is entitled to exercise on the Secured Parties' behalf.
- 7.8 The Security Trustee will not and the Secured Parties will not, in relation to the Relevant Securities or any claims of any other Secured Party institute against, or join any person in instituting against, the Issuer any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (except for the appointment of a receiver and manager pursuant to this 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.
- 7.9 At any time after the Security has become enforceable and the Security Trustee has been instructed and indemnified as referred to in Clause 7.2, the Security Trustee may by writing appoint any person or persons to be a receiver or a receiver and manager or similar officer of any part of the Secured Property (which, in any such case, shall not be the Security Trustee or an affiliate of the Security Trustee) (each, a **Receiver**), and may remove any Receiver so appointed and appoint another in its place.
- 7.10 The Issuer hereby irrevocably appoints the following, namely:
- (a) the Security Trustee;
 - (b) each and every person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this sub-clause 7.10, and
 - (c) any Receiver appointed hereunder for the time being holding office as such (each an **Appointee**),

jointly and also severally to be the attorney or attorneys of the Issuer and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Security Trustee or any Receiver shall consider requisite) for carrying out any obligation imposed on the Issuer by, or pursuant to, this Deed, for carrying any sale or other dealing by the Security Trustee or such Receiver into effect, for conveying or transferring any legal estate or other interest in property or otherwise howsoever, for getting in the Secured Property, and generally for enabling the Security Trustee and the Receiver to exercise the respective powers conferred on them by or pursuant to this Deed or by law. The Security Trustee or any Receiver shall

have full power to delegate the power conferred on it by this sub-clause 7.10, but no such delegation to any person shall preclude the subsequent exercise of such power by the Security Trustee or, as the case may be, the Receiver itself or preclude the Security Trustee or the Receiver from making a subsequent delegation thereof to some other person; and any such delegation may be revoked by the Security Trustee or the Receiver at any time.

- 7.11 Upon any sale, calling in, collection, conversion or enforcement as provided above and upon any other dealing or transaction under the provisions contained in this Deed, the receipt of the Security Trustee for the purchase money of the assets sold and for any other moneys paid to it shall effectually discharge the purchaser or other person paying the same and such purchaser or other person shall not be responsible for the application of such moneys.
- 7.12 If the Security Trustee appoints a Receiver in relation to the Secured Property, the following provisions shall have effect in relation thereto:
- (a) such appointment may be made either before or after the Security Trustee has taken possession of any of the Secured Property;
 - (b) such Receiver may be vested by the Security Trustee with such powers and discretions (not exceeding the powers and discretions of the Security Trustee) as the Security Trustee has and may think expedient, including those listed in Clause 9, and may sell or concur in selling all or any of the Secured Property, or charge or release all or any of the Secured Property, in each case without restriction and on such terms and for such consideration (if any) as he may think fit and may carry any such transaction into effect by conveying, transferring and delivering in the name or on behalf of the Issuer or otherwise;
 - (c) such Receiver shall in the exercise of his powers, authorities and discretions conform to regulations from time to time made by the Security Trustee;
 - (d) the Security Trustee may from time to time fix the remuneration of such Receiver and direct payment thereof out of moneys accruing to him in the exercise of his powers as such;
 - (e) the Security Trustee may from time to time and at any time require any such Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given, but the Security Trustee shall not be bound in any case to require any such security;
 - (f) save insofar as otherwise directed by the Security Trustee, all moneys from time to time received by such Receiver shall be paid over forthwith to the Security Trustee to be held by it in accordance with the provisions of Clause 12 (Application of Moneys) of this Deed; and
 - (g) every such Receiver shall be the agent of the Issuer for all purposes and the Issuer alone shall be responsible for his acts, defaults and misconduct, and the Security Trustee and the Secured Parties shall not incur any liability therefor or by reason of its or their making or consenting to the appointment of a person as a Receiver under the Trust Instrument, or the terms on which such appointment is made.
- 7.13 The Issuer shall at its own cost and expense execute and do all such assurances, acts and things as the Security Trustee may reasonably require (including, without limitation, the giving of notices of charge or assignment and the effecting of filings or registrations in any jurisdiction including presentation for registration in accordance with the Companies Act 2006) for perfecting or protecting the Security and from time to time and at any time after the Security or any part thereof has become enforceable, shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for facilitating the realisation of, or enforcement of rights in respect of, all or any of the Secured Property and the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Appointee. For the purposes of this sub-clause 7.13 a certificate in writing signed by the Security Trustee to the

effect that any particular assurance or thing required by it is reasonably required shall be conclusive evidence of the fact.

- 7.14 The Security Trustee shall not nor shall any Appointee of the Security Trustee by reason of enforcement of the Security or any other reason whatsoever and whether as chargee or on any other basis whatsoever, be liable to account for anything except actual receipts or be liable for any loss or damage arising from realisation of, or enforcement of rights in respect of such Secured Property or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, from any act, default or omission in relation to such Secured Property or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, or from any exercise or non exercise by it of any power, authority or discretion conferred upon it in relation to all or any of the Secured Property or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, by or pursuant to this Deed.
- 7.15 The powers conferred on the Security Trustee or any Appointee by this Deed in relation to all or any of the Secured Property shall be in addition to and not in substitution for the powers conferred on receivers (in the case of an appointment of a Receiver) under the Law of Property Act 1925 and the Insolvency Act 1986 (including, without limitation, all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver)) and where there is any ambiguity or conflict between the powers contained in those Acts and those conferred by this Deed the terms of this Deed shall prevail.
- 7.16 No person dealing with the Security Trustee or with any Appointee appointed by the Security Trustee in respect of all or any of the Secured Property shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to such Secured Property or any other property, assets or undertaking are, or may be, exercisable by the Security Trustee or by any such Appointee or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, authorities or discretions.
- 7.17 The provisions of sub-clauses 7.14, 7.15 and 7.16 in relation to the Security Trustee and any Appointee shall also apply, mutates mutandis, in relation to any Receiver appointed by the Security Trustee.
- 7.18 When taking enforcement action pursuant to this Clause 7, the Security Trustee shall be entitled to rely on any advice received from the Collateral Administrator or such other Investment Advisor as it may from time to time appoint. In making any calculation the Security Trustee or its agent may convert one currency to another currency at such rate as may be available to it at that time or as it may in its absolute discretion consider appropriate.

8 Provisions in favour of the Security Trustee as regards the Secured Property

- 8.1 The Security Trustee shall accept pursuant to this Deed and without investigation, requisition or objection such right and title as the Issuer may have to any of the Secured Property and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer to all or any of the Secured Property, whether such defect or failure was known to the Security Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not.
- 8.2 Until such time as the Security becomes enforceable the Secured Property shall be dealt with in accordance with the provisions of this Deed and the Security Trustee shall not be responsible in such circumstances or at any other time for any loss occasioned thereby whether by depreciation in value or by fluctuation in exchange rates or otherwise.

- 8.3 The Security Trustee shall have no responsibility whatsoever to the Issuer or the Secured Parties as regards any deficiency which might arise because the Security Trustee is subject to any Tax in respect of all or any of the income it may receive pursuant to the terms of this Deed or the proceeds thereof.
- 8.4 The Security Trustee shall not be responsible for investigating, monitoring or supervising the observance or performance by any person in respect of the Secured Property.
- 8.5 The Security Trustee shall not be liable for any failure, omission or defect in perfecting, protecting or further assuring the Security including (without prejudice to the generality of the foregoing) any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting the Security in respect of or in relation to this Deed or the priority thereof or the right or title of any person in or to the assets comprised therein by registering under any applicable registration laws in any territory any notice or other entry prescribed by or pursuant to the provisions of any such laws.
- 8.6 The Security Trustee shall not be responsible for any unsuitability, inadequacy or unfitness as security for the Secured Liabilities of any of the Secured Property and shall not be obliged to make any investigation into, and shall be entitled to assume, the suitability, adequacy and fitness as security for the Secured Liabilities of the Secured Property.
- 8.7 When the Security Trustee is required to consider any matter arising under the Secured Property, it may take directions in relation thereto from the Relevant Security Holders by means of an Extraordinary Resolution and shall not be liable for any delay in so doing.
- 8.8 The Security Trustee may, upon a disposal of any of the Secured Property by it or any Receiver to any third party in accordance with the terms of this Deed, release such Secured Property from the Security.
- 8.9 The Security Trustee may rely as to any matters of fact upon any report or certificate signed and given by or on behalf of the Issuer and the information contained therein absolutely and shall be under no obligation to enquire as to the adequacy, accuracy or sufficiency of any such information or be under any obligation to make any calculations or verifications in respect of any such information. Any such certificate shall, in the absence of manifest error, be conclusive and binding for all purposes.
- 8.10 The Security Trustee and any Receiver appointed by it shall have absolute discretion as regards the manner and time of disposal of any Secured Property, and as regards the manner, timing and rate of any exchange of any proceeds of any part of the Secured Property denominated in one currency into another currency.
- 8.11 For the purposes of any distributions and the allocation of the proceeds of any part of the Secured Property towards any amounts due to Secured Parties in amounts other than US Dollars, the Trustee or any Receiver appointed by it shall have complete discretion as to the manner and timing of the conversion of any amount denominated in US Dollars into Euro, in order to make payment on Collateralised Currency Securities denominated in Euros.

9 Conflicts

In connection with the exercise or performance of the rights, powers, trusts, authorities, duties and discretions vested in it by this Deed the Security Trustee shall have regard only to the interests of the Trustee (as trustee for the Relevant Security Holders) and shall not be required to, and shall not, have regard to the interests of any other Secured Party or any other person or to act upon or comply with any direction or request of any other Secured Party or any other person, except that:

- (a) where the Security Trustee is directed by MSIP to enforce the Security in accordance with provisions of Clause 7.2 it shall do so; and

- (b) the Security Trustee shall not do or concur in doing, or agree to, any of the following matters unless instructed to do so by MSIP and the Trustee:
 - (i) release any property from any security constituted by or pursuant to this Deed or (save in the course of enforcement of any such security) dispose of or otherwise deal with any such property; or
 - (ii) amend or change any of the Secured Property (including without limitation any Assigned Agreement); or
 - (iii) grant any waiver of, or amend, any provision of this Deed.

10 Security Trustee's powers in relation to the Secured Property

10.1 The Security Trustee may at any time after the Security has become enforceable do any of the following acts and things in relation to the Secured Property:

- (a) demand and collect or arrange for the collection of and receive all amounts which shall from time to time become due and payable in respect of the Secured Property;
- (b) compound, give receipts and discharges for, settle and compromise any and all sums and claims for money due and to become due in respect of the Secured Property;
- (c) exercise all or any of the powers or rights which but for the creation of the Security would have been exercisable by the Issuer in respect of the Secured Property;
- (d) file any claim, take any action, or institute and prosecute or defend any legal, arbitration or other proceedings;
- (e) lodge claims and prove in and institute any insolvency proceedings of whatsoever nature relating to the Issuer;
- (f) execute, deliver, file and record any statement or other paper to create, preserve, perfect or validate the creation of the Security to enable the Security Trustee to exercise and enforce its rights under this Deed;
- (g) apply for, obtain, make and renew any approvals, permissions, authorisations and other consents and all registrations and filings which may be desirable or required to create or perfect the Security or to ensure the validity, enforceability or admissibility in evidence of this Deed in any jurisdiction; and
- (h) without prejudice to the generality of the foregoing, act generally in relation to the Secured Property in such manner as it may think expedient.

11 Security Trustee's powers

The powers conferred upon the Security Trustee by this Deed shall be in addition to any powers which may from time to time be vested in the Security Trustee by the general law.

12 Application of monies

12.1 All moneys received by the Security Trustee at any time pursuant to the realisation of the Secured Property shall be held by the Security Trustee upon trust, to apply them:

- (a) FIRST in payment of all amounts then due to the Security Trustee and the Trustee and unpaid (including to any attorneys, managers, agents, delegates or other person appointed by either of them) in respect of each class to which such Counterparty

Collateral Pool is relevant under the terms of this Deed and the Trust Instrument (as determined by the Security Trustee in its absolute discretion), and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by this Deed then unpaid (for the avoidance of doubt, excluding any Redemption Amounts owed to the Trustee under the Trust Instrument);

- (b) SECONDLY in or towards payment or discharge of all amounts then due and unpaid by the Issuer to MSIP under the Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement;
- (c) THIRDLY in or towards payment of all amounts then due and unpaid in respect of the Relevant Securities on a pro rata basis as provided in Clause 12.2;
- (d) FOURTHLY in or towards payment or performance of all amounts then due and unpaid by the Issuer under the Services Agreement to ETFSL (or any Affiliate with which the Issuer has entered into a Services Agreement);
- (e) FIFTHLY 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).

12.2 The Issuer covenants in favour of the Security Trustee that on any Compulsory Redemption Date pursuant to Condition 7.2 it will calculate the proportionate entitlement of each class of Relevant Securities to payments to such class from the proceeds of the Secured Property as at the Compulsory Redemption Date for such class (in proportion to the relevant Volume and Daily Payment Amount attributable to the Corresponding Currency Transaction of such class as it relates to the aggregate Volumes and Daily Payment Amounts for all classes of Corresponding Currency Transaction with MSIP) in accordance with the following formula:

$$EPA_{i,t} = \frac{V_{j,t-1} + DPA_{j,t}}{\sum_{\lambda=1}^n V_{\lambda,t-1} + \sum_{\lambda=1}^n DPA_{\lambda,t}}$$

$EPA_{i,t}$ the proportionate entitlement in relation to assets in such Counterparty Collateral Pool (after deduction of any amounts payable to the Trustee, the Security Trustee or the Currency Transaction Counterparty in accordance with (a) and (b) above) of Collateralised Currency Securities of class i on day t ;

i refers to a class of Collateralised Currency Security to which the Counterparty Collateral Pool is relevant;

j refers to the Currency Transaction with such Currency Transaction Counterparty which corresponds to class i ;

t refers to the Pricing Day in respect of which such calculation is to be made;

λ refers to any class of Currency Transaction with such Currency Transaction Counterparty;

n refers to the total number of classes of Currency Transactions with such Currency Transaction Counterparty;

$V_{j,t-1}$ refers to the Volume on the Pricing Day immediately preceding Pricing Day t , in relation to Currency Transaction j ;

$V_{\lambda,t-1}$ refers to the Volume on the Pricing Day immediately preceding Pricing Day t in relation to a Currency Transaction with such Currency Transaction Counterparty;

$DPA_{j,t}$ refers to the (positive or negative) Daily Payment Amount in relation to Currency Transaction j calculated as at Pricing Day t ;

$DPA_{\lambda,t}$ refers to the (positive or negative) Daily Payment Amount in relation to a Currency Transaction calculated as at Pricing Day t ,

PROVIDED THAT in respect of any class of Collateralised Currency Securities subject to Compulsory Redemption under Condition 7.3 as a result of a Disruption Event and where as a result of such Disruption Event the obligations of the Parties to the Relevant ISDA Master Agreement are modified or substituted with an obligation to pay another amount under the terms of that Relevant ISDA Master Agreement, the proportionate entitlement of such class shall be limited to the proportionate entitlement calculated above in relation to the Adjusted Counterparty Collateral Pool.

- 12.3 The Security Trustee may rely absolutely on the outcome of any such calculation made by the Issuer as communicated to it by the Issuer, and is under no duty or obligation to investigate such calculation.
- 12.4 If the Issuer does not perform such calculation and provide the results thereof to the Security Trustee in accordance with its covenant in Clause 12.2, then to the extent that all relevant information is available to the Security Trustee it may at its absolute discretion perform such calculation or engage an Investment Advisor to perform such calculation for it, but it shall not be under any obligation to do so.
- 12.5 If within 5 days of the realisation of all the Secured Property:
- (a) the Security Trustee has not been informed of the relevant Volume and Daily Payment Amount information necessary to enable it to carry out such calculation; or
 - (b) neither the Issuer nor any Investment Advisor engaged by the Security Trustee has made the calculation contemplated under Clause 12.2,

then the Security Trustee may distribute on such basis as it considers in its absolute discretion to be a pro rata basis and shall have no liability to any Relevant Security Holder by virtue of so doing subject to the prior payment or discharge of all prior ranking claims.

13 Investment by the Security Trustee

- 13.1 The Security Trustee may, at its discretion and pending payment to the Secured Parties, invest moneys received by it under this Deed and at any time available for the payment in respect of Collateralised Currency Securities of any class, in some or one of the investments hereinafter authorised for such periods as it may consider expedient with power from time to time at the like discretion to vary such investments. All interest and other income deriving from such investment shall be applied first in payment or satisfaction of all amounts then due and unpaid under Clause 14 and/or Clause 15(j) to the Security Trustee and/or any Appointee and to payment of any remuneration and expenses of any Receiver and otherwise held for the benefit of and paid to the relevant Security Holders.
- 13.2 Any moneys which under the trusts of this Deed ought to or may be invested by the Security Trustee shall be invested by placing of moneys in the name of or under the control of the Security Trustee with a bank or other financial institution including, without limitation, a deposit in the Redemption Account or the purchase of shares in a money market fund, provided that such bank or other financial institution shall, at the time of such investment, be rated A or

better by Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof) or A or better by Moody's Investors Service Inc. (or any successor to the ratings business thereof). The Security Trustee may at any time vary any such investments for or into other investments or convert any moneys so deposited into any other currency and shall not be responsible for any loss resulting from any such investments or deposits, whether due to depreciation in value, fluctuations in exchange rates or otherwise.

14 Remuneration of Security Trustee

- 14.1 The Issuer shall pay to the Security Trustee remuneration for its services as trustee of this Deed as from the date of this Deed, such remuneration to be at such rate as may from time to time be agreed between the Issuer and the Security Trustee. Such remuneration shall be payable annually in advance on the date of this Deed, and subsequently on each anniversary of the date of this Deed. The rate of remuneration in force from time to time shall cease to be payable upon the final redemption of the whole of the Collateralised Currency Securities. Such remuneration shall accrue from day to day and be payable in priority to payments to the Secured Parties.
- 14.2 In the event of the occurrence of a Defaulted Obligation, a Counterparty Event of Default or an Issuer Insolvency Event or the Security Trustee considering it expedient or necessary or upon being requested by the Issuer to undertake duties which the Security Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed the Issuer shall pay to the Security Trustee such additional remuneration as shall be agreed between them.
- 14.3 The Issuer shall in addition pay to the Security Trustee an amount equal to the amount of any VAT or similar tax chargeable in respect of its remuneration under this Deed.
- 14.4 In the event of the Security Trustee and the Issuer failing to agree:
- (a) (in a case to which Clause 14.1 above applies) upon the amount of the remuneration; or
 - (b) (in a case to which Clause 14.2 above applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Deed, or upon such additional remuneration,

such matters shall be determined by an independent third party (acting as an expert and not as an arbitrator) selected by the Security Trustee and approved by the Issuer or, failing such approval, nominated (on the application of the Security Trustee) by the President for the time being of The Law Society of Jersey (the expenses involved in such nomination and the fees of such independent third party being payable by the Issuer) and the determination of any such independent third party shall be final and binding upon the Security Trustee and the Issuer.

- 14.5 The Issuer shall also pay or discharge all Liabilities properly incurred by the Security Trustee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed, including but not limited to travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Security Trustee in connection with any action taken or contemplated by or on behalf of the Security Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Deed.
- 14.6 All amounts payable pursuant to this Clause 14 and/or Clause 15(j) shall be payable by the Issuer on the date specified in a demand by the Security Trustee and in the case of payments actually made by the Security Trustee prior to such demand shall (if not paid within five Business Days after such demand and the Security Trustee so requires) carry interest at the rate of 2 per cent. per annum above the base rate from time to time of National Westminster Bank PLC from the date specified in such demand, and in all other cases shall (if not paid on

the date specified in such demand or, if later, within five Business Days after such demand and, in either case, the Security Trustee so requires) carry interest at such rate from the date specified in such demand. All remuneration payable to the Security Trustee shall carry interest at such rate from the due date therefor.

- 14.7 Unless otherwise specifically stated in any discharge of this Deed the provisions of this Clause 14 and Clause 15(j) shall continue in full force and effect notwithstanding such discharge.

15 Supplement to Security Trustee powers

The Security Trustee shall have all the powers of a natural person, including but not limited to:

- (a) the Security Trustee may in relation to this Deed and the Documents act on the advice or opinion of or any information obtained from, any lawyer, valuer, accountant, surveyor, banker, broker, auctioneer or other expert, whether obtained by the Issuer, the Security Trustee or otherwise and shall not be responsible to any Secured Party or other person for any Liability occasioned by so acting;
- (b) any such advice, opinion or information may be sent or obtained by letter, telex, telegram, facsimile transmission, cable or e-mail and the Security Trustee shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, telex, telegram, facsimile transmission, cable or e-mail although the same shall contain some error or shall not be authentic;
- (c) the Security Trustee may call for and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing which is prima facie within the knowledge of the Issuer or any other party to this Deed or any of the other Documents a certificate signed by any two directors of such party and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible to any Second Party or other person for any Liability that may be occasioned by it or any other person acting on such certificate;
- (d) the Security Trustee shall be at liberty to hold this Deed and the other Documents and any other documents relating thereto or to deposit them in any part of the world with any banker or banking company or company whose business includes undertaking the safe custody of documents or lawyer or firm of lawyers considered by the Security Trustee to be of good repute and the Security Trustee shall not be responsible for or required to insure against any Liability incurred in connection with any such holding or deposit and the Issuer shall pay all sums required to be paid on account of or in respect of any such deposit;
- (e) the Security Trustee shall not be responsible for the receipt or application of the proceeds of the issue of any of the Collateralised Currency Securities by the Issuer;
- (f) the Security Trustee shall not be responsible to the Issuer or to any Secured Party as regards any deficiency which might arise because the Security Trustee is subject to Tax in respect of all or any income it may receive pursuant to the terms of this Deed or the other Documents or, as the case may be, the proceeds thereof;
- (g) the Security Trustee shall not be bound to give notice to any person of the execution of this Deed or any of the Documents or any other document or to take any steps to ascertain whether any Defaulted Obligation or other event referred to in Condition 12 has occurred and, until it shall have actual knowledge or express notice pursuant to this Deed to the contrary, the Security Trustee shall be entitled to assume without enquiry, and it is hereby declared to be the intention of the Security Trustee that it shall assume without enquiry, that no Defaulted Obligation or other event referred to in Condition 12 has occurred and that the Issuer and each of the other parties to the Documents are observing and performing all their respective obligations under this Deed and the Documents and, if it does have actual knowledge or express notice as

aforsaid, the Security Trustee shall not be bound to give notice thereof to the Secured Parties or any of them;

- (h) subject to Clause 9, save as expressly otherwise provided in this Deed, the Security Trustee shall have absolute and uncontrolled discretion as to the exercise or non-exercise of its trusts, rights, powers, authorities, duties and discretions under this Deed, the other Documents or by operation of law (the exercise or non-exercise of which as between the Security Trustee and the Secured Parties shall be conclusive and binding on the Secured Parties) and shall not be responsible for any Liability which may result from their exercise or non-exercise, and in particular the Security Trustee shall not be bound to act at the request or direction of any Secured Party or otherwise under any provision of this Deed or to take at such request or direction or otherwise any other action under any provision of this Deed or any other Document unless it shall first be indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing;
- (i) subject to Clause 9, any consent or approval given by the Security Trustee for the purposes of this Deed or any other Document may be given on such terms and subject to such conditions (if any) as the Security Trustee thinks fit and notwithstanding anything to the contrary in this Deed or any other Document may be given retrospectively. The Security Trustee may give any consent or approval, exercise any power, authority or discretion or take any similar action (whether or not such consent, approval, power, authority, discretion or action is specifically referred to in this Deed or any other Document) if it is satisfied that the interests of the Security Holders will not be materially prejudiced thereby. For the avoidance of doubt, the Security Trustee shall not have any duty to the Secured Parties in relation to such matters other than that which is contained in the preceding sentence;
- (j) without prejudice to the right of indemnity by law given to trustees, the Issuer shall indemnify the Security Trustee and every Appointee of the Security Trustee and keep it or him indemnified against all Liabilities to which it may be or become subject or which may be incurred by it or him in the execution or purported execution of any of its trusts, powers, authorities and discretions under this Deed or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed or any such appointment other than in the case of fraud, wilful misconduct or gross negligence of the Security Trustee;
- (k) the Security Trustee shall not be liable to any person by reason of having acted upon any resolution purporting to have been passed at any meeting of the Security Holders of any class or classes in respect whereof minutes have been made and signed by the chairman thereof or any direction of the Security Holders of any class or classes even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution, direction or request was not valid or binding upon such Security Holders;
- (l) the Security Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any Certificate for any class of Collateralised Currency Securities purporting to be such and subsequently found to be forged or not authentic;
- (m) the Security Trustee shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be required to disclose to any Secured Party or any other person any information (including, without limitation, information of a confidential, financial or price sensitive nature) made available to the Security Trustee by the Issuer or any other person in connection with this Deed and the other Documents and no Secured Party or other person shall be entitled to take any action to obtain from the Security Trustee any such information;
- (n) where it is necessary or desirable for any purpose in connection with this Deed and the other Documents to convert any sum from one currency to another it shall (unless

otherwise provided by this Deed or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Security Trustee in its absolute discretion in consultation with the Issuer and any rate, method and date so agreed shall be binding on the Issuer and the Secured Parties and the Security Trustee shall not be liable for any loss occasioned by the said conversion under this Clause 15(n);

- (o) subject to Clause 9, the Security Trustee may determine whether or not any event, matter or thing is, in its opinion, materially prejudicial to the interests of the Secured Parties or any of them and if the Security Trustee shall certify that any such event, matter or thing is, in its opinion, materially prejudicial, such certificate shall be conclusive and binding upon the Secured Parties;
- (p) the Security Trustee as between itself and the Secured Parties may determine all questions and doubts arising in relation to any of the provisions of this Deed or any other Document. Every such determination, whether or not relating in whole or in part to the acts or proceedings of the Security Trustee, shall be conclusive and shall bind the Security Trustee and the Secured Parties;
- (q) in connection with the exercise or performance by it of any right, power, trust, authority, duty or discretion under or in relation to this Deed or any other Documents:
 - (i) (including, without limitation, any consent, approval, modification, waiver, authorisation or determination), the Security Trustee shall have regard to the general interests of each type of the Security Holders as a class and shall not have regard to any interests arising from circumstances particular to individual Security Holders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise or performance for individual Security Holders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Security Trustee shall not be entitled to require, nor shall any Security Holder be entitled to claim, from the Issuer, the Security Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Secured Parties;
 - (ii) except where expressly provided otherwise, the Security Trustee shall have regard only to the interests of the Security Holders and shall not be required to have regard to the interests of any other person or to act upon or comply with any direction or request of any other Secured Party or any other person;
- (r) any trustee of this Deed being a banker, lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partners or firm in connection with this Deed or any other Document and also his proper charges in addition to disbursements for all other work and business done and all time spent by him or his partners or firm in connection with matters arising in connection with this Deed or any other Document;
- (s) the Security Trustee may whenever it thinks fit delegate by power of attorney or otherwise to any person or persons or fluctuating body of persons (whether being a joint trustee of this Deed or not) all or any of its trusts, rights, powers, authorities, duties and discretions under this Deed or any other Document. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Security Trustee may in the interests of the Security Holders think fit. Provided that the Security Trustee has exercised reasonable care in the selection of any such delegate, the Security Trustee shall not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be in any way responsible for any Liability incurred by reason of any misconduct,

omission or default on the part of any such delegate or sub-delegate. The Security Trustee shall within a reasonable time prior to any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuer;

- (t) the Security Trustee may in relation to this Deed or any other Document instead of acting personally employ and pay an agent (whether being a lawyer or other professional person) to transact or conduct, or concur in transacting or conducting, any business and to do, or concur in doing, all acts required to be done in connection with this Deed or any other Document (including the receipt and payment of money). Provided that the Security Trustee has exercised reasonable care in the selection of such agent, the Security Trustee shall not be under any obligation to supervise the proceedings or acts of any such agent or be in any way responsible for any Liability incurred by reason of any misconduct, omission or default on the part of any such agent;
- (u) the Security Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trusts constituted by this Deed as the Security Trustee may determine. Provided that the Security Trustee has exercised reasonable care in the selection of such custodian or nominee, the Security Trustee shall not be under any obligation to supervise the proceedings or acts of any such person or be in any way responsible for any Liability incurred by reason of any misconduct, omission or default on the part of any such person. The Security Trustee is not obliged to appoint a custodian if the Security Trustee invests in securities payable to bearer;
- (v) the Security Trustee shall not have any responsibility for, or have any duty to make any investigation in respect of, or in any way be liable whatsoever for and hereby declares that it shall not investigate or have any responsibility for:
 - (i) the nature, status, creditworthiness or solvency of the Issuer or any other party to any Document;
 - (ii) the execution, delivery, legality, validity, adequacy, admissibility in evidence, enforceability, genuineness, effectiveness or suitability of any Document or any other document entered into in connection therewith or of any transfer, security or trust effected or constituted or purported to be effected or constituted by any Document or any other document entered into in connection therewith;
 - (iii) the terms of any Document;
 - (iv) any calculation by the Issuer of any of the Redemption Amount, the Daily Adjustment or the Price or any other amount which may be calculated by the Issuer;
 - (v) whether any issue or redemption of any Collateralised Currency Security complies with the terms of the Collateralised Currency Securities;
 - (vi) the title to, or the ownership, value, sufficiency or existence of any property comprised or intended to be comprised in the security constituted or purported to be constituted by any Document;
 - (vii) the registration, filing, protection or perfection of the security constituted or purported to be constituted by any Document or the priority of any such security, whether in respect of any initial advance or any subsequent advance or any other sums or liabilities;
 - (viii) the scope or accuracy of any recital, representation, warranty or statement made by or on behalf of any person in any Document or any other document entered into in connection therewith;

- (ix) the failure by any person to obtain or comply with any licence, consent or other authority in connection with any Document;
 - (x) the failure to call for delivery of documents of title to or require any transfers, legal mortgages, charges or other further assurances pursuant to the provisions of any Documents; or
 - (xi) any accounts, books, records or files maintained by any person in connection with or in respect of any property comprised or intended to be comprised in the security constituted or purported to be constituted by any Document;
- (w) the Security Trustee may call for any certificate or other document to be issued by the Registrar as to the number of Collateralised Currency Securities of any class standing to the account of any person. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. The Security Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by the Registrar and subsequently found to be forged or not authentic;
- (x) the Security Trustee shall not be responsible to any person for failing to, and shall not, request, require or receive any legal opinion relating to the Collateralised Currency Securities or any Document or any search, report, certificate, advice, valuation, investigation or information relating to any Document, any transaction contemplated by any Document, any party to any Document or any of such party's assets or liabilities or for checking or commenting upon the content of any such legal opinion, search, report, certificate, advice, valuation, investigation or information or for ensuring disclosure to the Secured Parties of such content or any part of it or for determining the acceptability of such content or any part of it to any Secured Party and shall not be responsible for any Liability incurred thereby;
- (y) the Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with this Deed or any other Document;
- (z) subject to the requirements, if any, of London Stock Exchange and/or the UK Listing Authority, any corporation into which the Security Trustee shall be merged or with which it shall be consolidated or any company resulting from any such merger or consolidation shall, on completion of such merger or consolidation, automatically become, a party hereto and shall be the Security Trustee under this Deed without executing or filing any paper or document or any further act being required on the part of the parties hereto;
- (aa) no provision of this Deed or any other Document shall:
- (i) require the Security Trustee to do anything which may be illegal or contrary to applicable law or regulation or prevent the Security Trustee from doing anything which is necessary or desirable to comply with any applicable law or regulation; or
 - (ii) require the Security Trustee, and the Security Trustee shall not be bound, to do anything which may cause it to expend or risk its own funds or otherwise incur any Liability in the performance of any of its duties or in the exercise of any of its rights, powers, authorities or discretions or otherwise in connection with this Deed or any other Document (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds is not assured to it or it is not secured and/or indemnified and/or pre-funded to its satisfaction against such Liability

and, for this purpose, the Security Trustee may demand prior to taking any such action, that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it;

- (bb) unless notified to the contrary, the Security Trustee shall be entitled to assume without enquiry (other than requesting a certificate from the Issuer) that no Collateralised Currency Securities are held by, for the benefit of, or on behalf of, the Issuer, any holding company of the Issuer or any other Subsidiary of such holding company;
- (cc) any advice, opinion, certificate, report or information called for by or provided to the Security Trustee (whether or not addressed to the Security Trustee) in accordance with or for the purposes of this Deed or any other Document may be relied upon by the Security Trustee notwithstanding that such advice, opinion, certificate, report or information and/or any engagement letter or other document entered into or accepted by the Security Trustee in connection therewith contains a monetary or other limit on the liability of the person providing the same in respect thereof and notwithstanding that the scope and/or basis of such advice, opinion, certificate, report or information may be limited by any such engagement letter or other document or by the terms of the advice, opinion, certificate, report or information itself;
- (dd) each Secured Party shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, affairs, status and nature of the Issuer and each other obligor under the Documents and the Security Trustee shall not at any time have any responsibility for the same and each Secured Party shall not rely on the Security Trustee in respect thereof;
- (ee) the Security Trustee will not be responsible or liable for any inadequacy or unfitness of any Document as security or any decline in value or any loss realised as a consequence of such Document;
- (ff) the Security Trustee shall not be under any obligation to insure any of the property created by the Documents or to require any other person to maintain any such insurance or monitor the adequacy of any such insurance and shall not be responsible for any liability which may be suffered by any person as a result of the lack of or inadequacy of any such insurance;
- (gg) the Security Trustee shall not be responsible for any loss, expense or liability which may be suffered as a result of any assets comprised in the Documents, or any deeds or documents of title thereto, being held by or to the order of clearing organisations or their operators or by intermediaries such as banks, brokers, depositories or other persons whether or not on behalf of the Security Trustee; and
- (hh) nothing contained in this Deed or the other Documents shall impose any obligation on the Security Trustee to make any advance to the Issuer.

16 Security Trustee's liability

- 16.1 Save in the case of fraud, wilful misconduct or gross negligence, the Security Trustee (or any director, officer or employee of any Trust Corporation which is a Security Trustee) shall have no liability hereunder for a breach of trust and save in such circumstances, no Security Trustee (and no director, officer or employee of a Trust Corporation which is a Security Trustee) in execution of the trusts and powers under this Deed, 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, wilful misconduct, gross negligence or default of another director, officer or employee or Security Trustee.
- 16.2 Notwithstanding any rule of law equity or otherwise to the contrary nothing in this Deed shall oblige or impose on the Security Trustee any duties to preserve or enhance the value of the Collateralised Currency Securities or the Collateralised Currency Securities of any class and

accordingly the Security Trustee shall not be liable to any Secured Parties for any failure to preserve or enhance the value of the Collateralised Currency Securities or any part of them.

16.3 Section 1 of the Trustee Act 2000 shall not apply to any function of the Security Trustee.

17 Security Trustee contracting with Issuer

17.1 Neither the Security Trustee nor any director or officer of a Trust Corporation acting as a trustee under this Deed shall by reason of its or their fiduciary position be in any way precluded from:

- (a) entering into or being interested in any contract or financial or other transaction or arrangement with the Issuer or any other party to any Document (each a **Relevant Company**) or person or body corporate associated with a Relevant Company (including, without limitation, any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of, or the subscribing or procuring subscriptions for, or otherwise acquiring, holding or dealing with the Collateralised Currency Securities or any other notes, bonds, stocks, shares, debenture stock, debentures or other securities of, a Relevant Company or any person or body corporate associated as aforesaid); or
- (b) accepting or holding the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to or any other liabilities of a Relevant Company or any person or body corporate associated as aforesaid or any other office of profit under a Relevant Company or any such person or body corporate associated as aforesaid

and shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement as is referred to in (A) above or, as the case may be, any such trusteeship or office of profit as is referred to in (B) above without regard to the interests of the Secured Parties and notwithstanding that the same may be contrary or prejudicial to the interests of the Secured Parties and shall not be responsible for any Liability occasioned to the Secured Parties thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

17.2 Where any holding company, subsidiary or associated company of the Security Trustee or any director or officer of the Security Trustee acting other than in his capacity as such a director or officer has any information, the Security Trustee shall not thereby be deemed also to have knowledge of such information and, unless it shall have actual knowledge of such information, shall not be responsible for any loss suffered by Secured Parties resulting from the Security Trustee's failing to take such information into account in acting or refraining from acting under or in relation to this Deed or any other Document.

18 New Security Trustee

18.1 The power to appoint a new trustee of this Deed shall be vested in the Issuer. One or more persons may hold office as trustee or trustees of this Deed but such trustee or trustees shall be or include a Trust Corporation. Whenever there shall be more than two trustees of this Deed the majority of such trustees shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Security Trustee by this Deed provided that a Trust Corporation shall be included in such majority. Any Notification of the appointment of a new trustee of this Deed shall be published by the Issuer through a RIS as soon as practicable thereafter.

- 18.2 Notwithstanding the provisions of Clause 18.1, the Security Trustee may, upon giving prior notice to the Issuer (but without the consent of the Issuer or the Security Holders), appoint any person established or resident in any jurisdiction (whether a Trust Corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Security Trustee:
- (a) if the Security Trustee considers such appointment to be in the interests of the Security Holders;
 - (b) for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed; or
 - (c) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Deed against the Issuer.

The Issuer irrevocably appoints the Security Trustee to be its attorney in its name and on its behalf in respect of such appointment to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Security Trustee by this Deed) and such duties and obligations as shall be conferred or imposed by the instrument of appointment. The Security Trustee shall have power in like manner to remove any such person. Such reasonable remuneration as the Security Trustee may pay to any such person, together with any attributable Liabilities incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as Liabilities incurred by the Security Trustee.

19 Security Trustee's retirement and removal

A trustee of this Deed may retire at any time on giving not less than three months' prior written notice to the Issuer without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Security Holders by Extraordinary Resolution of the Security Holders (as a single class) or MSIP may appoint or remove any trustee or trustees for the time being of this Deed. In the event of the only trustee of this Deed which is a Trust Corporation giving notice or being removed under this Clause the Issuer will use its reasonable endeavours to procure that a new trustee of this Deed (being a Trust Corporation) is appointed as soon as reasonably practicable thereafter. The retirement or removal of any such trustee shall not become effective until a successor trustee (being a Trust Corporation) is appointed. Any trustee appointed by Extraordinary Resolution under this Clause must have first been consented to in writing by MSIP.

20 Notices

- 20.1 Any notice or demand to the Issuer or the Security Trustee to be given under this Deed shall be:
- (a) in writing;
 - (b) in the English language;
 - (c) signed by an Authorised Signatory on behalf of the party giving the same and, in the case of notification to the Security Trustee, be marked "Urgent - This requires Immediate Attention"; and
 - (d) sent by pre-paid post (first class if inland, first class airmail if overseas), by facsimile transmission, by telephone (provided that a confirmatory notice is sent by facsimile as aforesaid), or by delivering it by hand, such notice to be addressed, despatched, given or delivered to the respective person, address or number for each party set out below:

- (i) to the Secretary of the Issuer

c/o Computershare Investor Services (Jersey) Limited
Ordnance House
31 Pier Road
St. Helier
Jersey
Channel Islands
JE4 8PW

████████████████████
Telephone No. ██████████

Facsimile No. + ██████████

- (ii) to the Security Trustee:

Fifth Floor
100 Wood Street
London EC2V 7EX

(Attention: the Manager, Commercial Trusts)

Telephone No. ██████████

Facsimile No. + ██████████

or to such other person, address, facsimile number or email address as shall have been notified (in accordance with this Clause) to the other party by not less than seven days' written notice received before the notice was despatched and any notice or demand sent by post shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch and any notice or demand given by hand, facsimile transmission or telephone shall be deemed to have been given, made or served upon actual receipt thereof by the recipient.

21 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities the Security Trustee shall, or shall procure that its appointees will, at the request and cost of the Issuer:

- (a) release the Secured Property from this Deed; and
- (b) re-assign to the Issuer the Secured Property that has been assigned to the Security Trustee under Clause 3.1.

Section 93 of the LPA shall not apply to this Deed.

22 Governing law and submission to jurisdiction

22.1 This Deed is governed by, and shall be construed in accordance with, the laws of England and Wales.

22.2 The Issuer irrevocably agrees for the benefit of the Security Trustee and the Secured Parties that the courts of England and Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceedings arising out of or in connection with this Deed (together referred to as

Proceedings) may be brought in the courts of England and Wales. The Issuer irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of England and Wales and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agrees that a judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction. Notwithstanding the foregoing, nothing in this Clause shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

23 Service Agent

The Issuer irrevocably appoints C7 PLUS LLP (the **Service Agent**) of 6th Floor, 2 London Wall Buildings, London, EC2M 5UU, United Kingdom to receive, for it and on its behalf, service of any document to be served on the Issuer under this Deed. If for any reason the Service Agent is unable to act as such, the Issuer will promptly notify the Security Trustee and within 30 days appoint a substitute agent for service of process acceptable to the Security Trustee.

24 Secured Parties

Each Secured Party shall be bound by the provisions of this Deed as if it contained covenants by each Secured Party in favour of the Security Trustee and every other Secured Party to observe and be bound by all the provisions of this Deed expressed to apply to the Security Trustee.

25 Covenants of Issuer

- 25.1 The Issuer hereby covenants with the Security Trustee for the benefit of the Secured Parties that it shall only use securities or amounts credited to the Custody Account and/or the Collateral Receiver Account in the manner set out in Condition 13.3.
- 25.2 The Issuer further covenants with the Security Trustee for the benefit of the Secured Parties that it shall procure the execution by BONY on the date of this Deed of an acknowledgement of Notice of Security and agreement in the form set out in Schedule 1.

26 Contracts (Rights of Third Parties) Act 1999

No person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (the **Act**) to enforce any term of this Deed, but this does not affect any rights that a person may have other than under the Act.

27 Counterparts

This Deed and any deed supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Deed or any trust instrument supplemental hereto may enter into the same by executing and delivering a counterpart other than as permitted at law.

28 Limited recourse

- 28.1 Each Secured Party shall have recourse in respect of amounts payable to it (and not paid) by the Issuer and any interest thereon, only to sums derived from the net proceeds of realisation of Relevant Secured Property as set out below:
- (a) in the case of the Trustee and the Security Trustee only to sums derived from the net proceeds of the realisation of such Relevant Secured Property;
 - (b) in the case of MSIP, only to the lesser of (i) the aggregate amount of all sums payable (and not paid) to MSIP by the Issuer under the Facility Agreement, the ISDA Master Agreement and the Global Master Repurchase Agreement and (ii) the aggregate of the amounts received, realised or otherwise recovered by or for the account of the Issuer in respect of Relevant Secured Property for MSIP subject to the provisions of Clause 12 (Application of moneys) of this Security Deed and net of any sums which would be required to be held or distributed by the Security Trustee in priority to the distribution of sums to MSIP pursuant to those provisions;
 - (c) in the case of Security Holders of Relevant Securities of any class, only to the Relevant Secured Property for such class subject to the provisions of Clause 12 (*Application of monies*) of this Deed and the corresponding provisions of any other security deed relating to the Relevant Secured Property and net of any sums which would be required to be held or distributed in priority to the distribution of sums to Security Holders pursuant thereto;
 - (d) in the case of ETFSL, only to the lesser of (i) the aggregate amount of all sums payable (and not paid) to ETFSL by the Issuer under the Services Agreement and (ii) the aggregate of the amounts received, realised by or for the account of the Issuer in respect of the Relevant Secured Property for ETFSL subject to the provisions of Clause 12 (Application of moneys) of this Security Deed (and to the corresponding provision in each other security deed by which any Other Secured Property is secured), and

in each case, where the net proceeds of the Relevant Secured Property for each Secured Party have been realised and are insufficient for the Issuer to make all payments of any amount, which but for the effect of this clause, would then be due (each, an unpaid amount), the obligations of the Issuer to each such Secured Party will be limited to such sums derived from such net proceeds of realisation and such Secured Party shall have no further claim against the Issuer in respect of any such unpaid amount and such unpaid amount shall have been discharged in full.

- 28.2 The obligations of the Issuer under, and in connection with this Deed are solely corporate obligations of the Issuer. None of the Secured Parties shall have any recourse against any shareholder, director, officer or agent of the Issuer for any claim, loss, liability or expense suffered or incurred by it under, or in connection with, this Deed.

In witness whereof this Deed has been executed as a deed by the Issuer, the Security Trustee, the Trustee, MSIP, ETFSL and entered into the day and year first above written.

Schedule 1 - Notice to The Bank of New York Mellon, London Branch

NOTE: TO BE SIGNED BY FXL AND SECURITY TRUSTEE, AND ACKNOWLEDGED BY BNYM, CONTEMPORANEOUSLY WITH THE EXECUTION OF THE SECURITY DEED

To: The Bank of New York Mellon for itself and its London Branch ("BNYM")

Dated: 05 November 2009

Dear Sirs

The Custody Agreement dated 5 November 2009 between ETFS Foreign Exchange Limited and The Bank of New York Mellon, London Branch and the Collateral Administration Agreement dated 5 November 2009 between ETFS Foreign Exchange Limited (the "Issuer") and The Bank of New York Mellon (together, the "Agreements")

The Issuer hereby notifies you that pursuant to a security deed (the **Security Deed**) made between, inter alia, the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Security Trustee**) dated 5 November 2009 (a copy of which we enclose herewith), the Issuer has, inter alia:

- (a) charged (by way of first fixed and floating charge) to the Security Trustee for the benefit of the Secured Parties all rights, title and interest of the Issuer in and to the Custody Account established and maintained pursuant to the Custody Agreement and any further account or accounts at BNYM from time to time replacing the same including all of its rights, title and interest in any securities held in or cash balances standing to the credit of the Custody Account, in either case, now or at any time hereafter;
- (b) charged (by way of first fixed and floating charge) to the Security Trustee for the benefit of the Secured Parties all rights, title and interest of the Issuer in and to the Collateral Receiver Account established and maintained pursuant to the Collateral Administration Agreement and any further account or accounts at BNYM from time to time replacing the same including all of its rights, title and interest in any securities held in or cash balances standing to the credit of the Collateral Receiver Account, in either case, now or at any time hereafter; and
- (c) assigned for the benefit of the Security Trustee and the Secured Parties by way of security with full title guarantee all its present and future rights, title and interest in the Agreements provided that such assignment shall take effect subject to any right of set-off or close out netting expressly permitted under the Agreements or required by applicable law and provided further that unless and until the Security becomes enforceable in accordance with the provisions of the Security Deed, the Issuer may continue to exercise all its powers under each Agreement in relation to all matters expressed in the Agreements to be at the option, or subject to the discretion, of the Issuer and BNYM save that, to the extent that the Security Trustee's consent is required, it shall be the responsibility of the Issuer to ensure that such consent is received prior to undertaking the matter in question.

In particular, we draw your attention to Clause 25 of the Security Deed where we give a covenant in respect of the permitted uses of securities or monies standing to the credit of the Custody Account and/or the Collateral Receiver Account from time to time.

At the request of the Security Trustee, Morgan Stanley & Co International p.l.c. (**MSIP**) and of ourselves as Issuer, and for valuable consideration received, BNYM hereby irrevocably agrees with the Security Trustee (for itself and on behalf of each of the Secured Parties) and MSIP that, without the prior written consent of the Security Trustee (and without prejudice to any powers of the Security Trustee or any Receiver under the Security Deed) and MSIP, no application from the Custody Account or the Collateral Receiver Account will be permitted by BNYM except the following payments and transfers, where requested by the Issuer:

1. **From the Collateral Receiver Account**

- 1.1 Cash payments and/or transfers of securities from the Collateral Receiver Account to the Custody Account.
- 1.2 Cash payments and/or transfers of securities from the Collateral Receiver Account to an account of MSIP (in its capacity as Collateral Provider) held with BNYM pursuant to matching instructions from both MSIP and the Issuer in accordance with the Collateral Administration Agreement.

2. **From the Custody Account**

- 2.1 Cash payments and/or transfers of securities from the Custody Account to the Collateral Receiver Account.
- 2.2 Cash payments from the Custody Account:
 - (a) in any Relevant Currency (being as at the date of this letter either USD or Euros) to any Redemption Account on any date which taken together with all other such cash payments made in that Relevant Currency on that date is no greater than the Notified Redemption Amount; or
 - (b) to the Trustee, the Security Trustee, MSIP or ETFSL subject to receipt by BNYM of written confirmation from the relevant payee that the amount to be paid is payable to it and secured by the Security Deed, and

for these purposes the "**Notified Redemption Amount**" is the amount notified to BNYM by both the Issuer and MSIP by the Repo Day immediately preceding such date as being the aggregate Redemption Amount in such Relevant Currency to be paid by the Issuer which notification may be given in the form of a spreadsheet provided to BNYM by email specifying an aggregate Redemption Amount.

Nothing contained in this Notice shall prejudice the rights of BNYM under the liens respectively conferred and provided in favour of BNYM by Clause 8.5 of the Custody Agreement and Clause 4E of the Collateral Administration Agreement.

Terms used in this Notice and not otherwise defined bear the same meanings as in the Security Deed.

Please sign and return the enclosed copy of this Notice to the Security Trustee (with a copy to the Issuer) and MSIP by way of confirmation from BNYM (A) that it has received notice that the Issuer has (i) charged the Custody Account and Collateral Receiver Account and (ii) assigned its rights to the Agreements, (B) that BNYM has not received prior notice of any other charge, assignment or other dealing with the Custody Account, the Collateral Receiver Account or the Agreements and (C) of BNYM's agreement to the terms set out in this Notice.

The provisions of the Notice are governed by English law.

Yours faithfully

.....

for and on behalf of ETFS Foreign Exchange Limited

.....
for and on behalf of The Law Debenture Trust Corporation p.l.c. as the Security Trustee

.....
for and on behalf of Morgan Stanley & Co International plc

Acknowledged and agreed by The Bank of New York Mellon, London Branch

.....
for and on behalf of The Bank of New York Mellon, London Branch

Schedule 2– Notice to Relevant Authorised Participant

To: []

Dated: []

Dear Sirs

**The Authorised Participant Agreement (the "Agreement") dated ** between ETFS
Foreign Exchange Limited (the "Issuer") and ** ("AP")**

We hereby notify you that pursuant to a security deed (the **Security Deed**) made between, inter alia, the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Security Trustee**) dated 5 November 2009, the Issuer has assigned for the benefit of the Security Trustee and the Secured Parties by way of security with full title guarantee all its present and future rights, title and interest in the Agreement provided that such assignment shall take effect subject to any right of set-off or close out netting expressly permitted under the Agreement or required by applicable law and provided further that unless and until the Security becomes enforceable in accordance with the provisions of the Security Deed, the Issuer may continue to exercise all its powers under each Agreement in relation to all matters expressed in the Agreements to be at the option, or subject to the discretion, of the Issuer and AP save that, to the extent that the Security Trustee's consent is required, it shall be the responsibility of the Issuer to ensure that such consent is received prior to undertaking the matter in question.

Terms used in this Notice and not otherwise defined bear the same meanings as in the Security Deed.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Issuer) by way of your confirmation that you have received notice that the Issuer has assigned its rights to the Agreement.

The provisions of the notice are governed by English law.

Yours faithfully

.....
for and on behalf of
ETFS Foreign Exchange Limited

Counter-signed by

**

.....
for and on behalf of

To: The Law Debenture Trust Corporation p.l.c.
Fifth Floor
100 Wood Street
London EC2V 7EX

Copy to : ETFS Foreign Exchange Limited
Ordnance House
31 Pier Road, St. Helier
Jersey, Channel Islands
JE4 8PW

**The Authorised Participant Agreement (the "Agreement") dated ** between ETFS
Foreign Exchange Limited (the "Issuer") and ****

We hereby acknowledge receipt of the letter above, of which this is a duplicate.

.....
for and on behalf of
**

Date: **

Issuer

Executed and Delivered as a deed by
ETF5 Foreign Exchange Limited
acting by:



)
)
)

Director



Security Trustee

Executed and Delivered as a deed by
The Law Debenture Trust Corporation p.l.c.
acting by:

)
)
)

Director

Director/Secretary

Trustee

Executed and Delivered as a deed by
The Law Debenture Trust Corporation p.l.c.
acting by:

)
)
)

Director

Director/Secretary


MSIP

The **common seal** of)
Morgan Stanley & Co. International plc)
was affixed in the presence of:)

Director

Director/Authorised
Sealing Officer

ETFSL

Executed and Delivered as a deed by)
ETF Securities Limited)
acting by: )

Director 

Issuer

Executed and Delivered as a deed by)
ETFS Foreign Exchange Limited)
acting by:)

Director

Security Trustee

Executed and Delivered as a deed by)
The Law Debenture Trust Corporation p.l.c.)
acting by:)

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary

Trustee

Executed and Delivered as a deed by)
The Law Debenture Trust Corporation p.l.c.)
acting by:)

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary

MSIP

The common seal of
Morgan Stanley & Co. International plc
was affixed in the presence of:

)
)
)

Director

Director/Authorised
Sealing Officer



ETFSL

Executed and Delivered as a deed by
ETF Securities Limited
acting by:

)
)
)

Director