



*“Bringing Exchange Traded Commodities to the World’s Stock Exchanges”*

## ETFS Commodity Securities Limited

*(Incorporated and registered in Jersey under the Companies  
(Jersey) Law 1991 (as amended) with registered number 90959)*

Prospectus for the issue of

## ETFS Classic Commodity Securities

and

## ETFS Forward Commodity Securities

including:

<b>Classic Individual Securities</b>	<b>LSE code</b>	<b>Forward Individual Securities</b>	<b>LSE code</b>
ETFS Aluminium	ALUM	ETFS Forward Aluminium	ALFO
ETFS Brent Crude	BRNT	ETFS Forward Brent Crude	FBRT
ETFS Cocoa	COCO	ETFS Forward Coffee	FOCO
ETFS Coffee	COFF	ETFS Forward Copper	FCOP
ETFS Copper	COPA	ETFS Forward Corn	CORF
ETFS Corn	CORN	ETFS Forward Cotton	FCOT
ETFS Cotton	COTN	ETFS Forward Crude Oil <sup>2</sup>	FCRU
ETFS Crude Oil <sup>1</sup>	CRUD	ETFS Forward Gasoline	UGAF
ETFS Gas Oil	GASO	ETFS Forward Gas Oil	FGSO
ETFS Gasoline	UGAS	ETFS Forward Gold	GOLF
ETFS Gold	BULL	ETFS Forward Heating Oil	HEAF
ETFS Heating Oil	HEAT	ETFS Forward Lean Hogs	HOGF
ETFS Lead	LEED	ETFS Forward Live Cattle	CATF
ETFS Lean Hogs	HOGS	ETFS Forward Natural Gas	NGAF
ETFS Live Cattle	CATL	ETFS Forward Nickel	NICF
ETFS Natural Gas	NGAS	ETFS Forward Silver	FSIL
ETFS Nickel	NICK	ETFS Forward Soybean Oil	SYOF
ETFS Platinum	PLTM	ETFS Forward Soybeans	SYBF
ETFS Silver	SLVR	ETFS Forward Sugar	SUGF
ETFS Soybean Oil	SOYO	ETFS Forward Wheat	WEAF
ETFS Soybeans	SOYB	ETFS Forward Zinc	ZINF
ETFS Sugar	SUGA		
ETFS Tin	TINM		
ETFS Wheat	WEAT		
ETFS Zinc	ZINC		
<b>Classic Index Securities</b>	<b>LSE code</b>	<b>Forward Index Securities</b>	<b>LSE code</b>
ETFS All Commodities DJ-UBSCI <sup>SM</sup>	AIGC	ETFS Forward All Commodities DJ-UBSCI-F3 <sup>SM</sup>	FAIG
ETFS Energy DJ-UBSCI <sup>SM</sup>	AIGE	ETFS Forward Energy DJ-UBSCI-F3 <sup>SM</sup>	ENEF
ETFS Petroleum DJ-UBSCI <sup>SM</sup>	AIGO	ETFS Forward Petroleum DJ-UBSCI-F3 <sup>SM</sup>	FPET
ETFS Ex-Energy DJ-UBSCI <sup>SM</sup>	AIGX	ETFS Forward Ex-Energy DJ-UBSCI-F3 <sup>SM</sup>	EXEF
ETFS Precious Metals DJ-UBSCI <sup>SM</sup>	AIGP	ETFS Forward Precious Metals DJ-UBSCI-F3 <sup>SM</sup>	FPRE
ETFS Industrial Metals DJ-UBSCI <sup>SM</sup>	AIGI	ETFS Forward Industrial Metals DJ-UBSCI-F3 <sup>SM</sup>	FIND
ETFS Agriculture DJ-UBSCI <sup>SM</sup>	AIGA	ETFS Forward Agriculture DJ-UBSCI-F3 <sup>SM</sup>	FAGR
ETFS Softs DJ-UBSCI <sup>SM</sup>	AIGS	ETFS Forward Softs DJ-UBSCI-F3 <sup>SM</sup>	SOFF
ETFS Livestock DJ-UBSCI <sup>SM</sup>	AIGL	ETFS Forward Livestock DJ-UBSCI-F3 <sup>SM</sup>	FLIV
ETFS Grains DJ-UBSCI <sup>SM</sup>	AIGG	ETFS Forward Grains DJ-UBSCI-F3 <sup>SM</sup>	GRAF
ETFS Ex-Agriculture & Livestock DJ-UBSCI <sup>SM</sup>	XFRM		
ETFS Ex-Industrial Metals DJ-UBSCI <sup>SM</sup>	XIND		
ETFS Ex-Precious Metals DJ-UBSCI <sup>SM</sup>	XPMT		
ETFS Ex-Agriculture DJ-UBSCI <sup>SM</sup>	XAGR		
ETFS Ex-Livestock DJ-UBSCI <sup>SM</sup>	XLST		
ETFS Ex-Softs DJ-UBSCI <sup>SM</sup>	XSFT		
ETFS Ex-Grains DJ-UBSCI <sup>SM</sup>	XGRA		
ETFS Ex-Petroleum DJ-UBSCI <sup>SM</sup>	XPET		

1. The name of the ETFS Crude Oil Individual Securities will change to ETFS WTI Crude Oil in January 2012.

2. The name of the ETFS Forward Crude Oil Individual Securities will change to ETFS Forward WTI Crude Oil in January 2012.

Any prospective investor intending to acquire or acquiring any Commodity Securities from any Authorised Participant or other person (an “**Offeror**”) should be aware that, in the context of an offer to the public as defined in section 102B of the Financial Services and Markets Act 2000 (“**FSMA**”), the Issuer may be responsible to the prospective investor for the Prospectus under section 90 of FSMA, only if the Issuer has authorised that Offeror to make the offer to the prospective investor. Each prospective investor should therefore enquire whether the Offeror is so authorised by the Issuer. If the Offeror is not so authorised by the Issuer, the prospective investor should check with the Offeror whether anyone is responsible for the Prospectus for the purposes of section 90 of FSMA in the context of the offer to the public, and, if so, who that person is. If the prospective investor is in any doubt about whether it can rely on the Prospectus and/or who is responsible for its contents it should take legal advice.

**A prospective investor intending to acquire or acquiring any Commodity Securities from an Offeror will do so, and offers and sales of the Commodity Securities to a prospective investor by an Offeror will be made, in accordance with any terms and other arrangements in place between such Offeror and such prospective investor including as to price, allocations and settlement arrangements. The Issuer will not be a party to any such arrangements with prospective investors (other than with Authorised Participants) in connection with the offer or sale of the Commodity Securities and, accordingly, this Prospectus does not and any Pricing Supplement will not contain such information and any prospective investor must obtain such information from the Offeror.**

**Micro and Commodity Securities are complex, structured products involving a significant degree of risk and may not be suitable or appropriate for all types of investor. It is advisable that any person wishing to invest seeks appropriate financial, tax and other advice from an independent financial advisor with appropriate regulatory authorisation and qualifications and an investment in Micro and Commodity Securities is only suitable for persons who understand the economic risk of an investment in Micro and Commodity Securities and are able to bear the risk for an indefinite period of time. A prospective investor should be aware that their entire investment in Micro and Commodity Securities may be lost.**

The Issuer is currently making available for issue 74 separate types of Commodity Security, being 46 classes of Individual Securities and 28 categories of Index Securities. The Individual Securities track the price of an individual commodity (such as aluminium) and Index Securities track the price of baskets of commodities (such as “All Commodities” or “Energy”). All Commodity Securities provide a total return comprising a commodity “excess return” (spot price and roll yield) and a collateral return.

The Issuer is also making available 70 separate classes of debt security, being 35 classes of Short Commodity Securities and 35 classes of Leveraged Commodity Securities, as described in a separate base prospectus of the Issuer dated the same date as this document.

Holders of Commodity Securities will earn a total return comprising an excess return and a collateral return. The excess return for all Commodity Securities will be based on Individual Commodity Indices calculated by CME Group Index Services LLC (“CME Indexes”) in conjunction with UBS Securities LLC. (“UBS Securities”) and published by CME Indexes. The collateral return for Commodity Securities will accrue daily as a capital adjustment which is capitalised into the Price of each relevant Commodity Security, and the rates applicable to each of the Commodity Securities will be announced weekly in advance by the Issuer.

Each Commodity Security is backed by equivalent Commodity Contracts created under a Facility Agreement between a Commodity Contract Counterparty and the Issuer, currently being a Facility Agreement with UBS AG, London Branch (“**UBS**”) and a Facility Agreement with Merrill Lynch Commodities, Inc. (“**MLCI**”). All Commodity Contracts are paid for in full by the Issuer and there is no management of any cash or futures positions required of the Issuer. The Issuer is a special purpose entity owned by ETFs Holdings (Jersey) Limited, a wholly owned subsidiary of ETF Securities Limited.

In order to provide liquidity and ensure minimal tracking error, Commodity Securities can be applied for or redeemed at any time by Authorised Participants (subject to Minimum Creation Amounts and Creation Limits and Redemption Limits). However all other investors must buy and sell Commodity Securities through trading on the London Stock Exchange (or other exchanges if Commodity Securities are listed or traded thereon).

## Programme for the issue of **ETFS Commodity Securities**

Terms used in this Prospectus have the meanings given to them under the heading “Definitions and Interpretation — Definitions”.

ETFS Commodity Securities Limited (the “**Issuer**”) has established a programme under which Commodity Securities (either Individual Securities or Index Securities) and Micro Securities may be issued from time to time. The Issuer reserves the right to increase the number of Commodity Securities that may be issued, and to issue Commodity Securities as Index Securities or as Individual Securities, in any proportions. The Issuer has arrangements in place to enable it to issue new Commodity Securities provided that the Aggregate Outstanding Contracts Price is not greater than US\$14.0 billion (US\$14,000,000,000) (this amount may be increased by agreement between the Issuer and a Commodity Contract Counterparty). Whenever any Micro or Commodity Securities are issued, notice of the number and type of such Micro and Commodity Securities will be specified in a Pricing Supplement which will be delivered to the UK Listing Authority before such Commodity Securities are issued.

Commodity Securities will be issued in the form of Individual Securities and Index Securities. Each Individual Security of a particular class is redeemable for an amount calculated by reference to one million Micro Securities of that class and may (when in Certificated Form) be surrendered in exchange for such Micro Securities in accordance with the Trust Instrument and the Conditions. Each Index Security of a particular category is redeemable for an amount calculated by reference to a defined number of Micro Securities of different classes (subject to adjustment on Rebalancing), and may (when in Certificated Form) be surrendered in exchange for such Micro Securities in accordance with the Trust Instrument and the Conditions. The term “**Micro and Commodity Securities**” means Micro Securities, Individual Securities and Index Securities.

**None of the Micro Securities, Individual Securities or Index Securities confer any rights to any physical commodities.**

The Micro Securities and the Commodity Securities are constituted by a Trust Instrument (as amended) entered into between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the Security Holders of each type.

**The only assets available to the Issuer to enable it to meet its liabilities to Security Holders upon redemption of Micro and Commodity Securities are the UBS Facility Agreement and Commodity Contracts with UBS and the UBS Security Agreement and the MLCI Facility Agreement and Commodity Contracts with MLCI, the MLCI Security Agreement and the BAC Guarantee (together, if there are any other Commodity Contract Counterparties, with any Facility Agreements and Commodity Contracts with such other Commodity Contract Counterparties and any related credit support).**

**Although Micro and Commodity Securities are backed by the assets referred to above, Micro and Commodity Securities themselves are limited recourse obligations of the Issuer alone and are not obligations of Dow Jones, CME Indexes, UBS Securities, UBS, any other member of the UBS Group, MLCI, BAC or any other member of the BAC Group. The obligations of the Issuer to Security Holders are not guaranteed by Dow Jones, CME Indexes, UBS Securities, UBS, any other member of the UBS Group, MLCI, BAC or any other member of the BAC Group.**

The assets of the Issuer relating to each separate class of Micro Securities and Individual Securities (and Index Securities to the extent they comprise Micro Securities of that class) are pooled, so that all assets relating to a particular class of Micro Securities and Individual Securities (and each category of Index Securities to the extent they comprise Micro Securities of that class) are available to secure all liabilities relating to that class. A separate Security Deed applies to each Pool. If the net proceeds from the enforcement of the relevant Secured Property for a Pool are not sufficient to make all payments then due in respect of that Pool, the obligations of the Issuer will be limited to such net proceeds, and the other assets of the Issuer will not be available to meet any shortfall. The Issuer will not be obliged to make any payment in excess of such net proceeds and no debt shall be owed by the Issuer in respect of such shortfall.

Under Security Deeds between the Trustee and the Issuer with respect to each Pool, the Issuer has granted to the Trustee, as trustee for the holders of each relevant type of Micro and Commodity Securities, security over all the assets attributable to the relevant Pool including rights under each Facility Agreement, all Commodity Contracts for the relevant class created pursuant to the Facility Agreements and the rights of the Issuer under the Security Agreements and the Control Agreements, in each case insofar as it relates to the relevant Pool.

A copy of this document, which comprises a base prospectus relating to the Micro Securities of each class, the Individual Securities of each class and the Index Securities of each category in compliance with Article 3 of Directive 2003/71/EC and the Prospectus Rules made under sections 73A and 84 of the Financial Services and Markets Act 2000, has been filed with the FSA and made available to the public at the registered office of the Issuer in accordance with Article 14 of Directive 2003/71/EC. Micro and Commodity Securities will be available to be issued on a continuous basis during the period of 12 months from the date of this document.

Application has been made to the UK Listing Authority for all Micro and Commodity Securities issued within 12 months of the date of this document to be admitted to the Official List and to the London Stock Exchange, which operates a Regulated Market, for all such Micro and Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List). The Regulated Market is regulated for the purposes of Directive 2004/39/EC (the Markets in Financial Instruments Directive).

Certain of the Micro and Commodity Securities are also listed or traded on certain other markets — see “Passporting” in Part 5 (*The Programme*).

Applications for new Commodity Securities may only be made by Authorised Participants. Micro and Commodity Securities may only be redeemed by Authorised Participants, except where there are no Authorised Participants or as otherwise announced by the Issuer. All other investors must buy and sell Micro and Commodity Securities on the London Stock Exchange (or other exchanges on which they are listed or traded). The procedures for applying for and redeeming Commodity Securities and for redeeming Micro Securities are set out in this document.

**An investment in Micro and Commodity Securities involves a significant degree of risk. In addition to the other information contained in this document, the risk factors set out in the section headed “Risk Factors” herein should be carefully considered by prospective investors before deciding whether to invest in Micro and Commodity Securities. While the Issuer believes that the risk factors described in the section headed “Risk Factors” are the material risk factors applicable to the Programme, none of the Issuer, the Authorised Participants, UBS, UBS Securities, MLCI, BAC, CME Indexes or Dow Jones represents that such statements of the risks of holding Micro and Commodity Securities are exhaustive. It should be remembered that the value of Micro and Commodity Securities can go down as well as up.**

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

The previous paragraph should be read in conjunction with the first paragraph on page 2 of this Prospectus.

Since the Micro and Commodity Securities are secured on assets which constitute obligations of five or fewer obligors, the Issuer is required under the Prospectus Rules to include in this Prospectus so far as it is aware or is able to ascertain from information published by UBS, BAC and MLCI, such information relating to UBS, and BAC and MLCI, respectively as is required by Annex VIII of the Prospectus Regulation (Regulation Number 809/2004/EC). The Issuer has included the information in Part 10 (*Particulars of the Commodity Contract Counterparties*) based upon information made available to it by UBS and MLCI. The Issuer confirms that such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by UBS, BAC or MLCI (as the case may be), no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has not made any independent verification of information contained in this

Prospectus relating to the business and financial standing of UBS or any other member of the UBS Group or relating to the business and financial standing of MLCI, BAC or any other member of the BAC Group. Save to the extent information is provided to the Issuer by UBS or MLCI (as the case may be), the Issuer may not be in a position to update such information and accordingly does not represent that the information contained in this Prospectus relating to UBS, and BAC and MLCI, respectively is accurate as of any date subsequent to the date hereof. None of UBS, BAC and MLCI accepts any responsibility or liability to investors (a) for the information contained in this Prospectus or (b) for updating such information or makes any representation, warranty or undertaking, express or implied, with respect to such information.

Micro and Commodity Securities have not been and will not be registered under the United States Securities Act of 1933 as amended (the “**Securities Act**”), or under the securities laws of any states of the United States. Micro and Commodity Securities may not be directly or indirectly offered, sold, taken up, delivered or transferred in or into the United States or to any US person (as defined in Regulation S under the Securities Act) (a “**US Person**”). The Issuer has not registered, and does not intend to register, as an investment company under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”). Accordingly, Micro and Commodity Securities may not be offered, sold, pledged or otherwise transferred or delivered within the United States or to, or for the account or benefit, of any US Person. Micro and Commodity Securities offered and sold outside the United States may be offered to persons who are not US Persons in reliance upon Regulation S under the Securities Act. Each of the Authorised Participants has, pursuant to its Authorised Participant Agreement with the Issuer, undertaken not to offer or sell the Micro and Commodity Securities within the United States or to any US Person, nor will it engage in any “directed selling efforts” (as such term is defined by Regulation S under the Securities Act) with respect to the Micro and Commodity Securities.

Prohibited US Persons and Prohibited Benefit Plan Investors who notwithstanding the foregoing acquire Micro and Commodity Securities should note the provisions in the Conditions under the heading “Compulsory Redemption by the Issuer or the Trustee” (Condition 9) in Part 6 (*Trust Instrument and Commodity Securities*).

A copy of this document has been delivered to the Jersey registrar of companies in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and he has given, and has not withdrawn, his consent to the circulation of this document. It must be distinctly understood that, in giving this consent, the Jersey registrar of companies does not take any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

Nothing in this document or anything communicated to holders or potential holders of Micro and Commodity Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for Micro and Commodity Securities or the exercise of any rights attached thereto for the purposes of the Jersey Financial Services (Jersey) Law 1998, as amended.

If at any time the Issuer is required to prepare a supplementary prospectus pursuant to section 87G of the Financial Services and Markets Act 2000, the Issuer will either prepare and make available an appropriate amendment or supplement to this document which will constitute a supplementary prospectus as required by section 87G of the Financial Services and Markets Act 2000 or prepare and make available a further base prospectus in compliance with Article 3 of Directive 2003/71/EC and the Prospectus Rules made under sections 73A and 84 of the Financial Services and Markets Act 2000. Subject to the terms of the Micro and Commodity Securities, the Issuer may issue other securities which if offered to the public, or admitted to trading on any market, in any jurisdiction may be the subject of a separate prospectus or listing particulars or other offering document.

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## SUMMARY

### ETFS Commodity Securities Limited

#### Programme for the issue of

### ETFS Classic Commodity Securities

and

### ETFS Forward Commodity Securities

#### Prospectus Summary

*This summary should be read as an introduction to the base prospectus (the “Prospectus”) of ETFS Commodity Securities Limited entitled “Prospectus for the issue of ETFS Classic Commodity Securities and ETFS Forward Commodity Securities” dated 22 December 2011 and any decision to invest in Micro or Commodity Securities should be based on consideration of the Prospectus as a whole by the investor. Where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under the national legislation of the EEA States, have to bear the costs of translating the prospectus before the legal proceedings are initiated. Civil liability attaches to those persons who are responsible for the summary including any translation of the summary, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus.*

ETFS Commodity Securities Limited (the “**Issuer**”) has established a programme under which Micro and Commodity Securities may be issued. Commodity Securities are designed to enable investors to gain exposure to a total return from an investment in individual commodities or baskets of commodities similar to the returns which could be achieved from a fully paid/collateralised investment in futures contracts. However, no trading or management of futures contracts is required of the Issuer, as it purchases matching Commodity Contracts from Commodity Contract Counterparties (currently UBS AG, London Branch (“**UBS**”) and Merrill Lynch Commodities, Inc. (“**MLCI**”). Investors can buy and sell securities through trading on the London Stock Exchange (“**LSE**”) (or other exchanges on which they are traded).

#### **Dow Jones — UBS Commodity Indices**

All Commodity Securities are priced off Commodity Indices calculated by CME Group Index Services LLC (“**CME Indexes**”) in conjunction with UBS Securities LLC (“**UBS Securities**”), an affiliate of UBS, and published by CME Indexes. The methodology used to calculate these indices is set out in the Handbook.

Each Individual Commodity Index tracks a designated futures contract and is designed to reflect two components:

- the current market (“spot”) price of the commodity determined from Settlement Prices; and
- the effect of backwardation or contango in the futures market on which it trades (in backwardation, the index may tend to rise over time as lower futures prices converge to higher spot prices; in contango the index may tend to fall over time, as higher futures prices converge to lower spot prices).

CME Indexes publishes indices of all the commodities included in the Dow Jones — UBS Commodity Index<sup>SM</sup> (“**DJ-UBS CI<sup>SM</sup>**”), including the DJ-UBS CI<sup>SM</sup> and the Dow Jones — UBS Commodity Index 3 Month Forward<sup>SM</sup> (“**DJ-UBS CI-F3<sup>SM</sup>**”) and, together with the DJ-UBS CI<sup>SM</sup>, the “**DJ-UBS Commodity Indices**”) and a number of sub-indices thereof and Individual Commodity Indices in respect of Cocoa, Lead, Platinum and Tin. All are constructed using the same inputs as the relevant Individual Commodity Indices. The weighting to be given to each commodity in the DJ-UBS Commodity Indices is determined and adjusted annually and the weightings for the sub-indices are adjusted accordingly.

The Issuer may, with the agreement of the Commodity Contract Counterparties, use different forward commodity indices to Price Forward Securities.

### **Commodity Securities**

Commodity Securities are financial instruments designed to track the price of commodity futures and give investors an exposure similar to that which could be achieved by managing a long fully cash collateralised unleveraged position in futures contracts of specific maturities, less applicable fees. However, unlike managing a futures position, Commodity Securities involve no need to roll from one futures contract to another, no margin calls, and no brokerage or other costs in holding or rolling futures contracts (although Security Holders incur other costs in holding Commodity Securities).

Commodity Securities provide investors with a “total return”, comprising a commodity “excess return” (spot price movement plus the roll yield from backwardation and/or contango in the relevant futures market when rolling) plus a collateral return in the form of capital enhancement.

Two types of Commodity Securities are issued: Individual Securities, based on the value of a single commodity futures contract; and Index Securities, based on the value of a basket of commodities futures contracts.

#### *Individual Securities*

46 classes of Individual Securities are available for issue, corresponding to the 19 different commodities presently represented in the DJ-UBS CI<sup>SM</sup> and the DJ-UBS CI-F3<sup>SM</sup> and the Cocoa, Lead, Platinum, Tin, Brent Crude and Gas Oil Individual Commodity Indices.

The Price for each class of Individual Securities is calculated in US Dollars as follows:

$$\text{Price} = \text{Individual Commodity Index} \times \text{Multiplier} \times \text{Pool Factor} / 10$$

The Multiplier is a factor used to include in the Price the benefit from the capital enhancement component, and to reflect the Management Fee and Licence Allowance. The Pool Factor is a number that will always be 1 unless the relevant Micro or Commodity Securities are divided.

#### *Index Securities*

28 categories of Index Securities are available for issue, corresponding to the overall index and 17 sub-indices presently represented in the DJ-UBS Commodity Indices.

Each Index Security is priced by reference to Micro Securities. The Price for each Index Security is equal to, respectively, the sum of the value of the Micro Securities or the Forward Micro Securities, comprised therein, determined in the same manner as Individual Securities.

#### *Micro Securities*

A single Commodity Contract is equivalent in Price to a single Micro Security and when an Individual Security or an Index Security is issued, a number of Commodity Contracts equivalent in the aggregate to that Individual Security or Index Security is created. A Commodity Security may (when in Certificated Form) be surrendered in exchange for the Micro Securities by reference to which the amount payable on Redemption of the Commodity Security is calculated (and *vice versa*). Micro Securities may be redeemed by Authorised Participants in the same manner as Commodity Securities.

### **Calculation of Prices**

The Price for each type of Micro and Commodity Security applies to issues and redemptions of Micro and Commodity Securities.



The Multipliers for each class of Individual Security are adjusted daily based on the Capital Adjustment applicable to that class of Individual Security.

The Price for each class of Individual Security and the Price for each category of Index Security is calculated as at the end of each Pricing Day and posted on the Issuer's website at <http://www.etfsecurities.com/csl>.

In certain circumstances Micro and Commodity Securities may be compulsorily redeemed – see “Risk Factors”.

### **Trading of Commodity Securities**

All Micro and Commodity Securities in issue are admitted to trading on the Main Market of the LSE, which is part of its Regulated Market, and it is the Issuer's intention that all Commodity Securities issued hereafter be so admitted.

Certain of the Commodity Securities have been admitted to listing on: Euronext Amsterdam; the Regulated Market (General Standard) of the Frankfurt Stock Exchange; Euronext Paris SA; the ETFplus market of the Borsa Italiana; and the Tokyo Stock Exchange.

Application has been made to the UK Listing Authority for all Micro and Commodity Securities issued within 12 months of this Prospectus to be admitted to the Official List, and to the LSE for all such Micro and Commodity Securities to be admitted to trading on the Main Market of the LSE.

Although all the Micro Securities have been admitted to trading on the Main Market of the LSE, the Issuer does not anticipate that an active secondary market will develop therein.

### **Commodity Contracts**

Commodity Securities are backed by Commodity Contracts with terms corresponding to the terms of Commodity Securities. Each time Commodity Securities are issued or redeemed, matching Commodity Contracts between the Issuer and a Commodity Contract Counterparty are created or terminated by the Issuer.

The Issuer has entered into Facility Agreements with UBS and with MLCI enabling the Issuer to create and terminate Commodity Contracts on a continuous basis. The payment obligations of MLCI under its Facility Agreement are supported by a guarantee from Bank of America Corporation.

The Issuer is a special purpose company whose only assets attributable to the Micro and Commodity Securities are the Commodity Contracts and related contractual rights so the ability of the Issuer to meet its obligations under Commodity Securities is dependent on its receipt of payments under Commodity Contracts or the realisation of Collateral provided under the relevant Security Agreement and Control Agreement.

The Issuer has entered into the UBS Security Agreement and the UBS Control Agreement with UBS and the MLCI Security Agreement and the MLCI Control Agreement with MLCI pursuant to which UBS and MLCI (respectively) are required to transfer to its Collateral Account, securities and obligations to the value of the Issuer's total exposure to UBS or MLCI (as applicable) under (*inter alia*) the Commodity Contracts between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day (or, in the case of UBS, the second immediately preceding Business Day). UBS posts Collateral on each Business Day to the value of the Issuer's total exposure to UBS at the close of business on the immediately preceding Business Day under all Commodity Contracts and Short and Leveraged Commodity Contracts with it backing such Commodity Securities and Short and Leveraged Commodity Securities as were in issue on such immediately preceding Business Day.

Under each Security Agreement and Control Agreement, in certain circumstances, the Issuer is entitled to take control of a Collateral Account in order to foreclose against the Collateral posted thereunder to secure the present and future payment obligations of the relevant Commodity Contract Counterparty under its facility agreements with the Issuer.

Neither Commodity Securities nor any payments in respect thereof are guaranteed by UBS, MLCI or BAC.

The Issuer has also issued and made available for issue Short and Leveraged Commodity Securities, secured as described in a separate base prospectus of the Issuer dated the same date as the Prospectus.

The Issuer may enter into other Facility Agreements with other Commodity Contract Counterparties. UBS will act as Calculation Agent under the UBS Facility Agreement, the MLCI Facility Agreement and every other such Facility Agreement. **Other Facility Agreements may not be on the same terms as the UBS Facility Agreement and the MLCI Facility Agreement.** It is not the Issuer's intention to enter into other Facility Agreements for the purpose of spreading counterparty risk.

The Issuer holds separate pools of assets for each class of Micro Security and Individual Security so that holders of a particular class of Micro Security and Individual Security (and of a category of Index Security to the extent that the amount payable on Redemption thereof is calculated by reference to that class of Micro Security) will only have recourse to the security granted by the Issuer over the assets of the relevant class. These Pools are secured in favour of the Trustee on behalf of Security Holders of the relevant type.

### **Application and Redemption**

Commodity Securities may be applied for and redeemed and Micro Securities may be redeemed on any Issuer Business Day, but the requisite application and redemption notices and orders may, other than in certain limited circumstances with respect to redemption notices, only be given by Authorised Participants. All other persons must buy and sell Micro and Commodity Securities through trading on appropriate stock exchanges.

### **Pricing and Settlement**

The amount payable on the issue and redemption of Micro and Commodity Securities can be established in two different ways: Agreed Pricing and Settlement Pricing.

For Agreed Pricing, the amount payable is agreed between an Authorised Participant and a Commodity Contract Counterparty, and notified to the Issuer.

For Settlement Pricing, the amount payable is determined from the Price of the equivalent Micro Securities on the relevant Pricing Day. In the case of Index Securities, it is defined numbers of different classes of Micro Securities, subject to adjustment on Rebalancing.

A single Price is established for each Micro and Commodity Security as at the end of each Pricing Day. An issue or a redemption of Micro or Commodity Securities is priced on the day that a valid Application Form or Redemption Form is given, unless that day is not a Pricing Day for any class of the Commodity Contracts securing the Micro and Commodity Securities in question, in which case those Commodity Contracts are priced on the next Pricing Day for those Commodity Contracts and the price of the Micro and Commodity Securities determined accordingly.

Issues and redemptions which are fully priced on day T are settled on a T+3 basis (unless otherwise agreed). Settlement is effected on a delivery versus payment basis with funds being transferred directly between the bank accounts of the relevant Authorised Participant and Commodity Contract Counterparty.

The Issuer will decline Applications if it cannot create corresponding Commodity Contracts under a Facility Agreement.

Fees are payable by the Authorised Participants to the Issuer upon the issue or redemption of Micro or Commodity Securities.

### **Administration**

ETFS Management Company (Jersey) Limited (“**ManJer**”) supplies, or arranges the supply of, all management and administration services to the Issuer and pays all the management and administration costs of the Issuer, in return for which the Issuer pays ManJer a Management Fee currently equal to 0.49 per cent. per annum of the Price on that day of all Classic Securities, and 0.49 per cent. per annum of the Price on that day of all Forward Securities, outstanding.

The Commodity Contract Counterparties pay to the Issuer amounts equal to the Management Fee and a Licence Allowance, which is used to pay licence fees to CME Indexes due under the Licence Agreement, in respect of the Commodity Contracts to which each is party. The Licence Allowance is currently 0.05 per cent. per annum of the aggregate daily Price of all Micro or Commodity Securities outstanding.

The rate of the Management Fee and the Licence Allowance is reflected in the adjustments to the Multiplier each day.

### **Risk Factors**

Past performance is not an indication of expected performance and the performance of Micro and Commodity Securities could be volatile. An investment in Micro and Commodity Securities involves a significant degree of risk. The following are some of the risks which should be carefully considered by prospective investors before deciding whether to invest in Micro and Commodity Securities:

- Commodity prices generally and therefore the value of Micro and Commodity Securities may fluctuate widely. As Micro and Commodity Securities are priced in US Dollars their value in other currencies will also be affected by exchange rate movements.
- If the relevant part of the commodities futures curve is in contango, the Individual Commodity Index will decrease over time unless the “spot price” increases by the same rate as the rate of contango. The rate of contango could be quite significant and last for an indeterminate period of time, reducing the value of a holder’s investment.
- Investors are dependent on there being Authorised Participants making a market in Micro and Commodity Securities to minimise tracking error and provide investors with liquidity.
- The ability of the Issuer to pay on redemption of Micro and Commodity Securities is wholly dependent on it receiving payment from a Commodity Contract Counterparty. No Commodity Contract Counterparty has guaranteed the performance of the Issuer’s obligations and no holder has any direct rights of enforcement against any such person.
- The Commodity Contract Counterparties have agreed to provide collateral in respect of their respective obligations under the Commodity Contracts but in the event of realisation of the collateral in their Collateral Account, the value of the assets realised from such Collateral Account may be less than required to meet the total Redemption Amount due to Security Holders and any realisation of the collateral may take time.

- If a day is classified as a Market Disruption Day, this could result in no pricing of one or more classes or categories of Micro and Commodity Securities that day. This will cause a delay in the application or redemption process (where settlement pricing is being used) which could adversely affect potential or existing Security Holders.
- There are certain circumstances in which an early redemption of Micro and Commodity Securities may be imposed on investors, which may result in an investment in Micro and Commodity Securities being redeemed earlier than desired.

See “Risk Factors” in the Prospectus.

### **Security Arrangements**

Micro and Commodity Securities constitute limited recourse obligations of the Issuer. All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the Security Agreements and the Control Agreements to the extent applicable to each Pool, are the subject of security granted by the Issuer in favour of the Trustee under the Security Deeds.

## RISK FACTORS

*An investment in Micro and Commodity Securities involves a significant degree of risk. Prior to making an investment decision, prospective subscribers or purchasers should carefully read the entire Prospectus. In addition to the other information contained in this document, the following, which constitute all of the principal risks known to the Issuer, risk factors should be carefully considered by prospective investors before deciding whether to invest in Micro and Commodity Securities. A Security Holder may lose some or all of their investment in Commodity Securities for reasons other than those set out below (for example, reasons not currently considered by the Issuer to be material or based on circumstances or facts of which the Issuer is not currently aware).*

### **Commodity Security Risk Factors**

#### *Commodity Prices*

The value of Micro and Commodity Securities will be affected by movements in commodity prices generally and by the way in which those prices and other factors affect the prices of the Designated Contracts (and hence of the Individual Commodity Indices).

Commodity prices generally may fluctuate widely and may be affected by numerous factors, including:

- global or regional political, economic or financial events and situations, particularly war, terrorism, expropriation and other activities which might lead to disruptions to supply from countries that are major commodity producers;
- investment trading, hedging or other activities conducted by large trading houses, producers, users, hedge funds, commodities funds, governments or other speculators which could impact global supply or demand;
- the weather, which can affect short-term demand or supply for some commodities;
- the future rates of economic activity and inflation, particularly in countries which are major consumers of commodities;
- major discoveries of sources of commodities; and
- disruptions to the infrastructure or means by which commodities are produced, distributed and stored, which are capable of causing substantial price movements in a short period of time.

Prices of the Designated Month Contracts may fluctuate widely and may be affected by:

- commodity prices generally;
- trading activities on the Relevant Exchange, which might be impacted by the liquidity in the futures contracts; and
- trading activity specific to particular futures contract(s) and maturities.

#### *Roll-Yield*

Each Individual Commodity Index is priced off a futures contract of specific maturity which, as it nears expiry, needs to be “rolled” to a later dated contract. As the exchange-traded futures contracts that comprise the Individual Commodity Index approach expiration, they are replaced by similar contracts that have a later expiration. Thus, for example, a futures contract purchased and held in August may specify an October expiration. As time passes, the contract expiring in October may be replaced by a contract for delivery in November. This process is referred to as “rolling”. If the market for these contracts is (putting aside other considerations) in “backwardation”, which means that the prices are lower in the distant delivery months than in the nearer delivery months, the sale of the October contract would take place at a price that is higher than the price of the November contract, thereby creating a “roll yield”. While some of the contracts included in the DJ-UBS Commodity Indices have historically exhibited consistent periods of backwardation, backwardation may not exist at all times.

Moreover, certain of the commodities reflected in the DJ-UBS Commodity Indices, such as gold, have historically traded in “contango” markets. Contango markets are those in which the prices of contracts are higher in the distant delivery months than in the nearer delivery months. The absence of backwardation in a particular commodity market could result in negative “roll yields”, which could adversely affect the value of the DJ-UBS Commodity Indices and the Individual Commodity Indices and, accordingly, decrease the value of the Micro and Commodity Securities. In addition, because the Lead Futures and Next Futures in the DJ-UBS CI<sup>SM</sup> are different to those used in the DJ-UBS CI-F3<sup>SM</sup>, this may result in backwardation and/or contango affecting the two indices differently if the relevant parts of the futures curve show differing amounts of backwardation or contango. However, the existence of contango (or backwardation) in a particular commodity market does not automatically result in negative (or positive) “roll yields”. The actual realisation of a potential roll yield will be dependent upon the shape of the futures curve where if the relevant part of the commodity futures curve is in backwardation — a downward sloping futures curve — then, all other factors being equal, the relevant index will tend to rise over time as lower futures prices converge to higher spot prices. The opposite effect would occur for contango.

#### *Forward Securities*

The Lead Futures and Next Futures for Forward Securities are linked to the DJ-UBS CI-F3<sup>SM</sup> and not the DJ-UBS CI<sup>SM</sup>. The Forward Securities are designed to track the DJ-UBS CI-F3<sup>SM</sup> or one of its sub-indices and not the DJ-UBS CI<sup>SM</sup> or one of its sub-indices. The DJ-UBS CI-F3<sup>SM</sup> is determined as of a certain date by reference to futures contracts for the same commodities as the DJ-UBS CI<sup>SM</sup> but for the DJ-UBS CI-F3<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the DJ-UBS CI<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the DJ-UBS CI-F3<sup>SM</sup>. This results in a shift to longer-dated futures contracts comprising the DJ-UBS CI-F3<sup>SM</sup> from that comprising the DJ-UBS CI<sup>SM</sup> which may result in different sensitivities to changes in the commodity price and/or any backwardation or contango affecting the two indices. The difference in the expiry dates of the futures contracts which comprise the DJ-UBS CI-F3<sup>SM</sup> may result in the DJ-UBS CI-F3<sup>SM</sup> having significantly better or worse performance and greater or lesser volatility than that for the DJ-UBS CI<sup>SM</sup>. Consequently, any return a Security Holder receives from an investment in the Forward Securities may be lesser or greater than that they would have received if the securities were linked to the DJ-UBS CI<sup>SM</sup>.

#### *Change of Forward Index*

The Facility Agreements allow for a change in the DJ-UBS Commodity Index used to price all of the Forward Securities. The Commodity Contract Counterparties and the Issuer may agree to use a different forward commodity index calculated by UBS (or any of its Affiliates) in conjunction with CME Indexes in accordance with the Handbook and published by CME Indexes provided that Security Holders are given a minimum of 30 days’ notice of the intended change.

#### *Tracking Error and Liquidity Risk*

At any time, the price at which Micro Classic Securities, Classic Commodity Securities, Micro Forward Securities and Forward Commodity Securities trade on the London Stock Exchange (or any other exchange or market on which they may be quoted or traded) may not reflect accurately the Price of the relevant Micro and Commodity Securities. The application and redemption procedures for Commodity Securities and the role of certain Authorised Participants as market-makers are intended to minimise this potential difference or “tracking error”. However, the market price of Micro and Commodity Securities will be a function of supply and demand amongst investors wishing to buy and sell Micro and Commodity Securities and the bid/offer spread that market-makers are willing to quote for Micro and Commodity Securities.

Although UBS and MLCI have each agreed to supply Commodity Contracts and Short and Leveraged Commodity Contracts of up to an Aggregate Outstanding Contracts Price of US\$7.0 billion (US\$7,000,000,000), if demand for Commodity Securities exceeds this amount and the Issuer is not able to create more Commodity Contracts, or if the demand for issue of Commodity Securities exceeds the daily restrictions, then Commodity Securities may trade at a premium to their underlying value (the Price). Investors who pay a premium risk losing the premium if demand for Commodity Securities abates or the Issuer is able to source more Commodity Contracts. Commodity Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limit (which is a daily limit).

The Micro and Commodity securities of each type were first issued on various dates commencing in September 2006 (the BG Securities, BG Micro Securities and Ex Classic Index Securities are being made available for issue for the first time pursuant to this Prospectus). There can be no assurance as to the depth of the secondary market (if any) in Commodity Securities, which will affect their liquidity and market price.

It is not anticipated that any active secondary market will develop in any of the Micro Securities.

### **Operational Risk Factors**

#### *Currency*

The Price of Micro and Commodity Securities will be set in US Dollars. To the extent that a Security Holder values Micro and Commodity Securities in another currency, that value will be affected by changes in the exchange rate between the US Dollar and that other currency.

#### *Exchange Limits*

U.S. futures exchanges and some other exchanges have regulations that limit the amount of fluctuation in some futures contract prices that may occur during a single business day. These limits are generally referred to as “daily price fluctuation limits” and the maximum or minimum price of a contract on any given day as a result of these limits is referred to as a “limit price”. Once the limit price has been reached in a particular contract, no trades may be made at a price beyond the limit, or trading may be limited for a set time period. Limit prices have the effect of precluding trading in a particular contract or forcing the liquidation of contracts at potentially disadvantageous times or prices. These circumstances could adversely affect the value of any and all Individual Commodity Indices and, therefore, the market value of the Micro and Commodity Securities and could disrupt applications for and redemptions of Micro and Commodity Securities and the pricing thereof.

Similarly, there may be an adverse effect on the ability to apply for Micro and Commodity Securities if regulations impose limits on the amount of positions in futures contracts (or if an exemption from such limits is reduced or revoked). Once a position limit has been reached, no trades may be made or trading may be limited. Position limits have the effect of precluding the trading of futures and may therefore affect a Commodity Contract Counterparty’s ability to create Commodity Contracts (due to an inability to hedge its position).

There may also be a risk of future regulations which may affect the Issuer or a Commodity Contract Counterparty. Such new regulation may include, but is not limited to, the Issuer being subject to registration with and regulation by the Commodity Futures Trading Commission if it is deemed a market participant in the futures market and the Issuer may accordingly be subject to limits on such futures. This may result in the inability to apply for and redeem Micro and Commodity Securities and/or disruption to the pricing thereof.

#### *Counterparty Credit Risk and Default*

The value of Commodity Securities and the ability of the Issuer to pay the Redemption Amount is dependent on the receipt of such amount from a Commodity Contract Counterparty, and may be affected by the deterioration of the credit and/or a downgrade in the credit rating of the Commodity Contract Counterparties (or any of them). Such deterioration/downgrade in the credit or credit rating of the Commodity Contract Counterparties (or any of them) could cause Commodity Securities to trade at a discount to the Price.

The Commodity Contracts issued by UBS are not guaranteed by any person and the Commodity Contracts issued by MLCI are not guaranteed by any entity within the BAC Group, other than BAC, or by any other person. There can be no assurance that any Commodity Contract Counterparty or Guarantor will be able to fulfil its respective payment obligations under the relevant Commodity Contracts and Facility Agreement or Guarantee (as the case may be).

The Issuer will not operate any risk-spreading policies and has Facility Agreements only with UBS and MLCI. The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity

Contract Counterparties, but it will not be the Issuer's intention to enter into other Facility Agreements for the purposes of spreading counterparty risk.

If at any given time there are two or more Commodity Contract Counterparties and one of them, the Lower Credit, has its credit rating downgraded or has defaulted on its obligations to redeem Commodity Contracts, then, under the Pool splitting mechanism discussed under the heading "Consolidation and Division of Micro and Commodity Securities" in Part 3 (*Description of Commodity Securities*), the Issuer can separate out the Lower Credit by issuing to the relevant Security Holders new Micro and Commodity Securities supported only by the Commodity Contracts of the Lower Credit. There can be no assurance that the Issuer will be able to redeem such new Micro and Commodity Securities at their Price or even at all, and such new Micro and Commodity Securities may not be admitted to trading on any exchange. If the Issuer is considering exercising its power to implement a Pool split it will not be required to have regard to any proposed but not yet implemented Pool split when allocating Commodity Contracts to one or more of the Counterparties. Accordingly, shortly after receiving its Micro and Commodity Securities a Security Holder could be treated as owning Micro and Commodity Securities attributable to the Lower Credit which may affect the ability of such Security Holder to redeem those Micro and Commodity Securities. In circumstances where the Issuer is considering exercising its power to implement a Pool split in respect of a particular Pool it may, upon notice to Security Holders, suspend the right to Redeem the Micro and Commodity Securities of the class or classes attributable to such Pool.

In the event that the Issuer determines to divide a Pool as referred to above and in accordance with Condition 20.3, the amended Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following the division are attributable Commodity Contracts with the Commodity Contract Counterparty to which the corresponding Commodity Contract Termination had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Micro and Commodity Securities attributable to a single Pool rather than both Pools as described under the heading "Consolidation and Division of Micro and Commodity Securities" in Part 3 (*Description of Commodity Securities*), and this could be the Pool to which Commodity Contracts with the Lower Credit are transferred.

#### *Realisation of Collateral*

In the event that the Issuer enforces its rights under a Security Agreement and Control Agreement to take control of a Collateral Account, the Collateral in the Collateral Account may not be of sufficient value to cover all Redemption Amounts payable to investors because: (i) enforcement of its rights by the Issuer may have resulted from the Commodity Contract Counterparty failing to post Collateral to the Collateral Account to the value of the Collateral Exposure; (ii) the Collateral Account is only required to contain assets to the value of the Collateral Exposure as at the close of the immediately preceding Business Day on which the calculations and valuations are made and there may be a number of days between such valuations occurring and the date on which the Issuer takes control of the Collateral Account, during which time a significant difference between the value of the Collateral in the Collateral Account and the Collateral Exposure could arise; (iii) the value of the assets in the Collateral Account is not correlated to the Collateral Exposure and may fall due to market conditions; (iv) the Collateral Exposure could rise due to market conditions; (v) the Collateral Exposure as reported for the purposes of the Commodity Contract Counterparty's obligation to post Collateral when such Collateral was last posted may be less than the aggregate amounts due to Security Holders and others out of the proceeds realised from such Collateral; (vi) the Issuer (or the Trustee) may not be able to realise some or all of the assets in the Collateral Account at the prices at which they were valued, even after allowing for the application of valuation percentages; or (vii) there may be certain costs associated with the Issuer's realisation of the assets in the Collateral Account. In addition there can be no certainty as to the timeliness of any such enforcement.

#### *Enforcement by the Trustee*

If the Trustee enforces its security, and takes control of a Collateral Account, the factors referred to in "Realisation of Collateral" above will also apply. In addition, the Trustee is dependent upon the Issuer to make or cause to be made and publish its calculations of the Price of the Commodity Securities and



consequently of any Redemption Amount. If the Issuer is insolvent, or for other reasons, the Issuer may not make and publish such calculations. In such circumstances, there can be no assurance that the Trustee will be able to perform such calculations, or to find a third party able and willing to perform such calculations for it. The Prices of all types of Commodity Securities are determined in accordance with formulae and (save in respect of certain specific elements or in the case of market disruptions) there is no provision for a calculation agent to make a conclusive determination of the Price. There can therefore also be no assurance that any Price or Redemption Amount which is calculated by or on behalf of the Issuer or the Trustee will accord with that calculated by a Commodity Contract Counterparty, or (in the event of a Compulsory Redemption) that the day upon which the Price payable by the Commodity Contract Counterparty to the Issuer is calculated under the relevant Facility Agreement will be the same as the day on which the Price or Redemption Amount payable on the Commodity Securities will be calculated (so that there may be a mismatch).

#### *Commodity Contract Counterparty Withholding*

In certain circumstances where a Commodity Contract Counterparty considers that an amount payable by it in respect of a Commodity Contract Termination is, may be or may be about to be required by any applicable law of the United States to be paid subject to any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, by law (as modified by the practice of any relevant governmental revenue authority) then in effect, then it may give 30 days' notice to the Issuer under the Facility Agreement and until the expiry of such notice it will be obliged to "gross-up" the amounts so payable by it subject (in the case where the beneficial holder of the relevant Micro or Commodity Securities being redeemed is not an Authorised Participant) to provision to the Commodity Contract Counterparty of certain beneficial owner certifications to allow the Commodity Contract Counterparty (if possible) to pay the relevant amount without any such deduction or withholding, or with such deduction or withholding at a reduced rate. Payment on redemption to persons who are not Authorised Participants may in these circumstances be subject to their giving to the Issuer and the Commodity Contract Counterparty such beneficial owner certifications. Following the expiry of such 30 days' notice, the Commodity Contract Counterparty will not be obliged to "gross-up" any amounts payable by it and if the Issuer makes payment on Redemption only of the net amount so paid, that shall not be a Defaulted Obligation.

#### *Activities of CME Indexes, Commodity Contract Counterparties and Authorised Participants*

The Commodity Contract Counterparties and their affiliates are active traders in commodities markets, including in the physical markets for commodities, in the futures markets (on each of the Exchanges and on other commodity exchanges) and the over-the-counter markets, including trading of commodity swaps, options and other derivatives. These trading activities may present a conflict between the interests of holders of the Micro and Commodity Securities and the interests that the Commodity Contract Counterparties and their affiliates will have in their proprietary accounts, in facilitating transactions, including options and other derivatives transactions, for their customers and in accounts under their management. These trading activities, if they influence the value of the DJ-UBS Commodity Indices or any Individual Commodity Index, could be adverse to the interests of the holders of the Micro and Commodity Securities. Moreover, the Commodity Contract Counterparties or their affiliates have published and in the future expect to publish research reports with respect to some or all of the DJ-UBS Commodity Indices or components and physical commodities generally. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Micro or Commodity Securities. The research should not be viewed as a recommendation or endorsement of the Micro or Commodity Securities in any way and investors must make their own independent investigation of the merits of this investment. Any of these activities by the Commodity Contract Counterparties or their affiliates may affect the market price of the DJ-UBS Commodity Indices or components and the value of the DJ-UBS Commodity Indices and, therefore, the market value of the Micro and Commodity Securities. In addition, the Commodity Contract Counterparties and their affiliates may underwrite or issue other securities or financial instruments indexed to the DJ-UBS Commodity Indices and related indices and/or CME Indexes and UBS Securities may licence the DJ-UBS Commodity Indices or related indices for publication or for use by unaffiliated third parties. Further, the Authorised Participants or their Affiliates also trade in various sectors of the commodities markets.

These activities could give rise to conflicts of interest which are adverse to the interests of Security Holders and could change the Price of Micro and Commodity Securities. For example, a market maker in a financial instrument linked to the performance of the DJ-UBS Commodity Indices or related indices may expect to hedge some or all of its position in that financial instrument. Purchase (or selling) activity in the underlying DJ-UBS Commodity Indices components in order to hedge the market maker's position in the financial instrument may affect the market price of the futures contracts upon which the Individual Commodity Indices are based, which in turn would affect the value of those indices and thus the Micro and Commodity Securities.

With respect to any of the activities described above, none of UBS, UBS Securities, CME Indexes, Dow Jones, the Commodity Contract Counterparties, BAC, the Authorised Participants or their respective Affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of Micro and Commodity Securities into consideration at any time.

#### *Market Disruption*

Futures exchanges have the potential to suffer from market disruption, due to trading failures at the exchange or the imposition of volume or price restrictions. Such events could cause a Trading Day to be classified as a Market Disruption Day, resulting in it not being possible to price one or more classes or categories of Micro and Commodity Securities that day. This will cause a delay in the application or redemption process (where settlement pricing is being used) which could adversely affect potential or existing Security Holders.

#### *Management Experience*

The Issuer was incorporated in 2005. The directors and management of ManJer and the Issuer have had experience in establishing and operating companies providing similar types of exchange-traded products since December 2003 including the Short and Leveraged Commodity Securities already in issue and securities issued by Gold Bullion Securities Limited, ETFS Oil Securities Limited, ETFS Metal Securities Limited, ETFS Metal Securities Australia Limited, ETFS Foreign Exchange Limited and ETFS Industrial Metal Securities Limited. If it transpires that the experience of ManJer, the Issuer and their respective management is neither adequate nor suitable to manage the Issuer, then the operations of the Issuer may be adversely affected.

#### *Only Authorised Participants May Apply for or Redeem Commodity Securities or Redeem Micro Securities*

Generally only Authorised Participants may deal with the Issuer in applying for or redeeming Commodity Securities or redeeming Micro Securities, save in relation to redemptions where at any time there are no Authorised Participants or in other circumstances announced by the Issuer. The Issuer has agreed to use reasonable endeavours to ensure that at all times there are at least two Authorised Participants. There can, however, be no assurance that there will at all times be an Authorised Participant to deal with the Issuer in applying for or redeeming Commodity Securities or redeeming Micro Securities.

Under the Facility Agreements each Commodity Contract Counterparty has the right to give notice (with immediate or delayed effect) that an Authorised Person has ceased to be acceptable to it in certain circumstances, including if the Commodity Contract Counterparty deems such person to be unacceptable to it as an Authorised Person for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants, with the result that no Commodity Securities could be created. In such event it may also be difficult or impossible to sell Micro or Commodity Securities on the London Stock Exchange at a price close to the Price therefor or within a reasonable time period, although Security Holders will be entitled to redeem their Micro or Commodity Securities.

#### *Early Redemption of Micro and Commodity Securities*

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event that the Facility Agreement is terminated) by RIS announcement to the Security Holders, redeem all Individual Securities or Micro Securities of a particular class or all Index Securities of a particular category. The Trustee may, at any time, where an Issuer Insolvency Event or Counterparty Event of Default has

occurred and is continuing, upon 20 Business Days' notice to the Issuer, require the Issuer to redeem all Micro and Commodity Securities whereupon the Issuer will exercise its right to redeem such Securities.

CME Indexes may cease to publish an Individual Commodity Index. If so, all Micro Securities and Individual Securities of the class relating to that Individual Commodity Index will be redeemed.

The Conditions provide that the amount payable upon a Redemption of a Micro Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Micro Security on the applicable Pricing Day. As each class of Micro and Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each type to ensure that the Price for each relevant class of Micro Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Micro Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Micro Security (and of Commodity Securities to the extent they comprise Micro Securities of that class) to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Micro Security falls to 2.5 times the Principal Amount of such Micro Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement elect to redeem the Micro Securities of that class (and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of that class). The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in the Price of any class of Micro Securities to 2.5 times the Principal Amount or below.

Under the Facility Agreements, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Micro Securities and Individual Securities of that class. In some cases this may require the Issuer to redeem Index Securities if Micro Securities of that class are comprised therein.

The Issuer may, at any time by not less than seven nor more than 14 Trading Days' written notice, redeem any Micro and Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the Conditions or in certain other circumstances specified in the Conditions.

UBS has only agreed to provide Commodity Contracts to the Issuer for ten years from 5 August 2009 and MLCI has only agreed to supply Commodity Contracts to the Issuer for ten years from 15 April 2011 (although each Commodity Contract Counterparty may terminate its Facility Agreement on 3 months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Micro and Commodity Securities.

Consequently, an investment in Micro and Commodity Securities may be redeemed earlier than desired by a Security Holder.

#### *General Market Risk*

General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and, therefore, the market price of Micro and Commodity Securities. These risks are generally applicable to any investment in listed securities. Investors should note that general movements in markets and factors that affect the investor climate and investor sentiment may have different effects on each of the Classic Micro and Commodity Securities and the Forward Micro and Commodity Securities. Investors should be aware that any and all Micro and Commodity Securities can go down in price as well as up.

#### *No Recourse Except to the Issuer and the Secured Property*

Micro and Commodity Securities will be obligations solely of the Issuer. In particular, Micro and Commodity Securities will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Registrar, Dow Jones, CME Indexes, any member of the UBS Group, MLCI or any other member of the BAC Group, any direct or indirect shareholder of the Issuer or any of the Authorised Participants. The Issuer is a special purpose company established for the purpose of issuing exchange traded commodities (ETCs) as asset-backed securities.

If the net proceeds of realisation of the Secured Property in respect of a particular Pool, following enforcement of the Security Deed applicable to that Pool, are less than the aggregate amount payable in such circumstances by the Issuer in respect of Micro Securities and Individual Securities of that class and Index Securities to the extent that they comprise Micro Securities of that class, the obligations of the Issuer in respect of such Micro Securities and Individual Securities and such Index Securities to the extent that they comprise Micro Securities of that class will be limited to the net proceeds of realisation of that Secured Property. In such circumstances the assets (if any) of the Issuer other than those attributable to the relevant Pool will not be available for payment of such shortfall, the rights of the relevant Security Holders to receive any further amounts in respect of such obligations shall be extinguished and none of the Security Holders or the Trustee may take any further action to recover such amounts.

Any claims made against the Issuer will be satisfied in order of the priority of payments in accordance with the Trust Instrument, further details of which are set out in Condition 18 (*Application of Moneys*) in Part 6 (*Trust Instrument and Commodity Securities*).

#### *No Guarantee*

No member of the UBS Group or the BAC Group or any other person has guaranteed the performance of the Issuer's obligations, and no Security Holder has any direct rights of enforcement against any such person. However, the Trustee on behalf of the Security Holders may enforce the rights of the Issuer under the Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements.

#### *Limited Enforcement Rights*

The Trustee may enforce the Security at its discretion but is only required to enforce the Security on behalf of a Security Holder if it is directed to do so:

- (a) by a Security Holder to whom a Defaulted Obligation is owed; or
- (b) if an Issuer Insolvency Event or Counterparty Event of Default has occurred and is continuing, (i) in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Micro and Commodity Securities (as a whole) then outstanding, or (ii) by an Extraordinary Resolution,

in each case provided that the Trustee is indemnified and/or secured to its satisfaction.

#### *Recognition of Security in other Jurisdictions*

The laws of certain jurisdictions may affect some or all of the assets comprising the Secured Property in relation to any Pool. In the event that the laws of a jurisdiction do not recognise the security granted by the Security Deed, such security may not be effective in relation to assets deemed located in that jurisdiction and/or such assets may be subject to claims which would otherwise rank after claims secured by the Security Deed.

The Issuer has taken the following steps to perfect the security granted under the Security Deed relating to the Security Agreements: (a) the Issuer has notified the Securities Intermediary of the security so granted in writing and the Securities Intermediary has in writing acknowledged to the Issuer and the Trustee such notification; and (b) the Issuer's grant of the security interest is expressly acknowledged in the Control Agreements with provision made under the Control Agreements for the Securities Intermediary to act on the instructions of the Security Trustee enforcing the security.

The Issuer may take further steps if required in order to perfect such security under English law. However the security so granted may not be recognised or perfected under the laws of other jurisdictions in which some or all of the assets comprising the Secured Property in relation to any Pool may be deemed to be located.

#### *Index Calculations by CME Indexes and UBS Securities*

The Issuer is not affiliated with CME Indexes, Dow Jones or UBS Securities in any way (except for the agreements and licensing arrangements described in this Prospectus) and has no ability to control or predict their actions, including any errors in or discontinuation of disclosure regarding its methods or policies relating to the calculation of the DJ-UBS Commodity Indices or related indices (including the Individual Commodity Indices). The policies of UBS Securities and CME Indexes concerning the calculation of the level of the DJ-UBS Commodity Indices or related indices (including the Individual Commodity Indices), additions, deletions or substitutions of DJ-UBS Commodity Indices components and the manner in which changes affecting the DJ-UBS Commodity Indices components are reflected in the DJ-UBS Commodity Indices could adversely affect the value of the DJ-UBS Commodity Indices or related indices (including the Individual Commodity Indices) and, therefore, the market value of the Micro and Commodity Securities.

Additional commodity futures contracts may satisfy the eligibility criteria for inclusion on the DJ-UBS Commodity Indices, and commodity futures contracts currently included in the DJ-UBS Commodity Indices may fail to satisfy such criteria. The weighting factors applied to each included futures contract may change annually, based on changes in commodity production and volume statistics. In addition, UBS Securities and CME Indexes may modify the methodology for determining the composition and weighting of the DJ-UBS Commodity Indices, for calculating their respective values in order to assure that the DJ-UBS Commodity Indices represent an adequate measure of market performance or for other reasons, or for calculating the values of the DJ-UBS Commodity Indices or related indices (including the Individual Commodity Indices). Any such changes could adversely affect the market value of the Micro and Commodity Securities.

Under the UBS Facility Agreement and the Calculation Agency Agreement, UBS has agreed that in the event CME Indexes and UBS Securities as co-sponsors of the DJ-UBS Commodity Indices cease to calculate and publish any Individual Commodity Index, UBS as Calculation Agent will use its reasonable endeavours to calculate settlement values of such Individual Commodity Indices for each Pricing Day using the same methodology and processes for each individual commodity as are used from time to time for the calculation of the DJ-UBS Commodity Indices, but there is no assurance that those indices will continue to be published. If the Individual Commodity Indices or any of them cease to be published, the Issuer will endeavour to ensure that replacement indices are published, but there is no assurance that this will be achieved. In that event some or all of the Micro and Commodity Securities may be redeemed.

In certain circumstances under the Facility Agreements and the Calculation Agency Agreement, including where a Market Disruption Event in respect of an Individual Commodity Index occurs on five or more consecutive Trading Days (irrespective of whether an Individual Commodity Index is published for those Trading Days), the Calculation Agent is required to calculate a substitute value for each Trading Day thereafter while that circumstance persists. While the Calculation Agent is required to act in good faith and in a commercially reasonable manner (i) it owes no duty to any Security Holder or the Trustee in respect of any determination made by it and (ii) any such substitute value may differ from the Individual Commodity Index.

From time to time commodities presently represented in the DJ-UBS Commodity Indices may cease to be included therein. In that event, an Individual Commodity Index in respect of that commodity may cease to be published. If this occurs, all Micro Securities and Individual Securities of that class will be redeemed, and all Index Securities which comprise Micro Securities of that class will be Rebalanced and as a result those Index Securities will include no exposure to the value of that commodity.

#### *Calculation Agent Conflicts of Interest*

In addition to being the obligor under the UBS Facility Agreement, UBS is also the Calculation Agent under both the UBS Facility Agreement and the MLCI Facility Agreement (but not for the purposes of the Conditions, the Micro and Commodity Securities or the Trust Instrument). In acting as Calculation Agent,

UBS is obliged to act in good faith and in a commercially reasonable manner, but otherwise its calculations are binding in the absence of manifest error. The role of UBS as Calculation Agent may give rise to conflicts of interest which are adverse to the interests of Security Holders.

*Change to Designated Contracts and/or Roll Period*

The choice of Designated Contracts, Designated Month Contracts and the Roll Period used to price each Individual Commodity Index is determined by CME Indexes in conjunction with UBS Securities and may be changed from time to time upon approval by the Supervisory Committee of the DJ-UBS Commodity Indices. The termination or replacement of any Designated Contract or Designated Month Contract and/or the change to a Roll Period may have an adverse impact on the value of an Individual Commodity Index.

**An investment in Micro and Commodity Securities involves a significant degree of risk. While the Issuer believes that the risk factors described above are the material risk factors applicable to the Programme, none of the Issuer, the Authorised Participants, UBS, UBS Securities, MLCI, BAC, CME Indexes or Dow Jones represents that such statements of the risks of holding Micro and Commodity Securities are exhaustive or (other than the Issuer) makes any representation whatsoever in respect of such statements. It should be remembered that the value of Micro and Commodity Securities can go down as well as up.**

## IMPORTANT INFORMATION

“Dow Jones”, “UBS”, “Dow Jones — UBS Commodity Index<sup>SM</sup>”, “DJ-UBS CI<sup>SM</sup>”, “Dow Jones — UBS Commodity Index 3 Month Forward<sup>SM</sup>” and “DJ-UBS CI-F3<sup>SM</sup>” are service marks of Dow Jones Trademark Holdings LLC, CME Indexes, UBS or UBS Securities, as the case may be, and have been licensed for use for certain purposes by the Issuer. The Issuer’s Micro and Commodity Securities based on the DJ-UBS CI<sup>SM</sup> are not sponsored, endorsed, sold or promoted by Dow Jones, CME Indexes, UBS Securities, UBS, or any of their respective subsidiaries or affiliates, and none of Dow Jones, CME Indexes, UBS Securities, UBS, or any of their respective subsidiaries or affiliates, makes any representation regarding the advisability of investing in such product(s).

The Issuer has been granted a licence by CME Indexes and UBS Securities to price Micro and Commodity Securities based on various commodity indices calculated by CME Indexes in conjunction with UBS Securities and published by CME Indexes. All references to indices calculated or published by CME Indexes and/or UBS Securities, and in particular the Individual Commodity Indices, are used with the permission of CME Indexes and UBS Securities.

None of CME Indexes, Dow Jones, UBS Securities, UBS, MLCI or BAC has separately verified the information contained or incorporated by reference in this Prospectus. No representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by Dow Jones, CME Indexes, UBS Securities, UBS, MLCI or BAC as to the accuracy or completeness of any information contained in this Prospectus or any other information supplied in connection with Micro and Commodity Securities or their distribution. Each person applying for Commodity Securities in accordance with this Prospectus acknowledges that (i) such person has not relied on Dow Jones, CME Indexes, UBS Securities, UBS, MLCI or BAC, nor on any person affiliated with any of them in connection with its investment decision or its investigation of the accuracy of the information contained herein; (ii) Micro and Commodity Securities are direct, limited recourse obligations of the Issuer alone and not obligations of CME Indexes, Dow Jones, UBS Securities, UBS or any other member of the UBS Group or MLCI or any other member of the BAC Group; and (iii) the obligations of the Issuer to Security Holders under the Micro and Commodity Securities are not guaranteed by CME Indexes, Dow Jones, UBS Securities, UBS or any other member of the UBS Group or MLCI or any other member of the BAC Group. None of the Issuer, the Trustee, the Authorised Participants and the Security Holders are, by virtue of any of the activities of CME Indexes, Dow Jones, any member of the UBS Group or any member of the BAC Group in connection with Commodity Contracts, clients or customers of CME Indexes, Dow Jones, any member of the UBS Group or any member of the BAC Group for the purpose of the FSA Handbook.

Security Holders should note that the collateral provided by UBS will only support Commodity Contracts with UBS and the collateral provided by MLCI will only support Commodity Contracts with MLCI, and neither of UBS and MLCI will secure the obligations to CSL of the other.

The Authorised Participants have not separately verified the information contained or incorporated by reference in this Prospectus. None of the Authorised Participants makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or to the suitability of Micro and Commodity Securities for any investor. None of the Authorised Participants undertakes to review the financial condition or affairs of the Issuer during the life of the Programme nor to advise any investor or potential investor in Micro and Commodity Securities of any information coming to the attention of any of the Authorised Participants.

Neither this Prospectus nor any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase Micro and Commodity Securities or any other securities issued by the Issuer and should not be considered as a recommendation by the Issuer, the Authorised Participants, Dow Jones, CME Indexes, UBS Securities, UBS, MLCI or BAC or any of them that any recipient of this Prospectus or any Pricing Supplement should subscribe for or purchase Micro and Commodity Securities. Each person contemplating making an investment in Micro and Commodity Securities must make its own investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment, and it is advisable that such persons obtain their own independent accounting, tax and legal advice and consult their own professional investment advisers to ascertain the suitability of Micro and Commodity Securities as an investment, and conduct such independent investigation and analysis regarding the risks, security arrangements and

cash-flows associated with Micro and Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Micro and Commodity Securities. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in Micro and Commodity Securities should consult its independent professional advisers.

The distribution of the Prospectus and the offering, sale and delivery of Micro and Commodity Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and sales of Micro and Commodity Securities and on the distribution of this Prospectus, see paragraphs 3 and 22 of Part 11 (*Additional Information*).



## DEFINITIONS AND INTERPRETATION

The following definitions apply throughout this Prospectus unless the context otherwise requires:

- “Acceptable Credit Rating”** means a long term senior debt credit rating of at least BBB+ from Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof), and of at least Baa1 from Moody’s Investors Service Inc. (or any successor to the ratings business thereof)
- “Affiliate”** means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, **“control”** of any entity or person means ownership of a majority of the voting power of the entity or person
- “Aggregate Outstanding Contracts Price”** means in respect of any day and a Commodity Contract Counterparty the aggregate of (i) the sum of the Price on that day of each and every Commodity Contract then in existence with that Commodity Contract Counterparty (including Commodity Contracts in respect of which a Creation Notice has been given on or prior to that day and which have not been issued or cancelled, but excluding Commodity Contracts in respect of which a valid Cancellation Notice has been given on or before that day) and (ii) the sum of the Price (as defined in the Short and Leveraged Facility Agreement with that Commodity Contract Counterparty) of each and every Short and Leveraged Commodity Contract then in existence with that Commodity Contract Counterparty (including Short and Leveraged Commodity Contracts in respect of which a Creation Notice (as defined in such Short and Leveraged Facility Agreement) has been given on or prior to that day and which have not been issued or cancelled (as defined in such Short and Leveraged Facility Agreement), but excluding Short and Leveraged Commodity Contracts in respect of which a valid Cancellation Notice (as defined in such Short and Leveraged Facility Agreement) has been given on or before that day)
- “Agreed Pricing”** has the meaning given in Condition 8.1(b)
- “Agreed Redemption Form”** means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Micro and Commodity Securities using Agreed Pricing
- “Applicant”** means an Authorised Participant who makes an Application for Commodity Securities
- “Application”** means an offer by an Applicant to the Issuer to subscribe for Commodity Securities, being an offer on terms referred to in an Application Form and this document and in accordance with the provisions of the relevant Authorised Participant Agreement
- “Application Fee”** means the fee payable by an Applicant to the Issuer in respect of the issue of Commodity Securities
- “Application Form”** means the application form to be used in connection with the Programme
- “Application Moneys”** means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application

<b>“Authorised Participant”</b>	means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty provided that no person shall be an Authorised Participant unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and provided further that a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another
<b>“Authorised Participant Agreement”</b>	means a written agreement between the Issuer and another person under which such person is appointed to act as an “Authorised Participant”, distribution agent or in a substantially similar function in relation to Micro Securities and/or Commodity Securities comprising <i>inter alia</i> Micro Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied
<b>“Authorised Person”</b>	means a person who is authorised for the purposes of the FSMA
<b>“BAC”</b>	means Bank of America Corporation, a corporation established under the laws of the State of Delaware, United States, and whose principal place of business is at 100 North Tryon Street, Charlotte, NC282255, United States
<b>“BAC Group”</b>	means BAC and its Affiliates, and includes MLCI
<b>“BAC Guarantee”</b>	means the guarantee dated 14 March 2011 given by BAC to the Issuer in support of MLCI’s payment obligations under the MLCI Facility Agreement, the MLCI Security Agreement and the MLCI Control Agreement
<b>“BG Micro Securities”</b>	means the Brent Crude Micro Securities, the Gas Oil Micro Securities, the Brent Crude Micro Forward Securities and the Gas Oil Micro Forward Securities
<b>“BG Securities”</b>	means the ETFS Brent Crude Individual Securities, the ETFS Gas Oil Individual Securities, the ETFS Forward Brent Crude Individual Securities and the ETFS Forward Gas Oil Individual Securities
<b>“Board”</b>	means the board of directors of the Issuer
<b>“Business Day”</b>	means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York
<b>“Calculation Agency Agreement”</b>	means the agreement entitled “MLCI Calculation Agency Agreement relating to Classic and Forward Commodity Contracts” dated 14 March 2011 between the Issuer, MLCI, UBS Securities and UBS
<b>“Calculation Agent”</b>	means a person appointed by the Issuer to determine various matters in accordance with Condition 16, UBS being the current Calculation Agent

<b>“Cancellation Notice”</b>	means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement which cancels the Equivalent Number of Commodity Contracts corresponding with the Micro or Commodity Securities referred to in such Cancellation Notice
<b>“Capital Adjustment”</b>	means an adjustment factor to be included in the calculation of the Multiplier which is agreed from time to time by the Commodity Contract Counterparties and the Issuer
<b>“Capital Adjustment Agreement”</b>	means agreements entitled “Capital Adjustment Agreement relating to Classic and Forward Commodity Contracts” between the Issuer and a Commodity Contract Counterparty and includes the UBS Capital Adjustment Agreement and the MLCI Capital Adjustment Agreement
<b>“category”</b>	means, in relation to Index Securities, the type of Index Security determined by the mix of different classes of Micro Securities comprised in the Index Security
<b>“CBOT”</b>	means The Board of Trade of the City of Chicago, Inc.
<b>“cents”</b>	means United States cents, equal to one hundredth of a US Dollar
<b>“Certified” or “Certified Form”</b>	means not in Uncertificated Form
<b>“CIP”</b>	means “Commodity Index Percentage” as defined in the Handbook from time to time
<b>“class”</b>	means a class of Micro Securities or Individual Securities under which the Issuer’s obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty’s obligations to make payment, are determined by reference to a particular Individual Commodity Index, and Micro or Individual Securities, and the corresponding class of Commodity Contracts, referable to a particular Individual Commodity Index but of different Strategies are each of a separate and distinct class
<b>“Classic Index Securities”</b>	means an Index Security of a category specified in the relevant list in paragraph 5 of Part 11 ( <i>Additional Information</i> )
<b>“Classic Individual Securities”</b>	means an Individual Security of a class specified in the relevant list in paragraph 5 of Part 11 ( <i>Additional Information</i> )
<b>“Classic Micro and Commodity Securities” or “Classic Securities”</b>	means Micro Classic Securities, Classic Index Securities and Classic Individual Securities and <b>“Classic Micro or Commodity Securities”</b> means any of them
<b>“Cleared Funds”</b>	means immediately available funds
<b>“CLPT Micro Securities”</b>	means the Cocoa Micro Securities, Lead Micro Securities, Platinum Micro Securities and Tin Micro Securities
<b>“CLPT Securities”</b>	means the ETFS Cocoa Individual Securities, ETFS Lead Individual Securities, ETFS Platinum Individual Securities and ETFS Tin Individual Securities
<b>“CME”</b>	means Chicago Mercantile Exchange Inc.

<b>“CME Group” and “CME Group Inc.”</b>	means CME Group Inc., a holding company and the parent of CME, CBOT and NYMEX
<b>“CME Indexes”</b>	means CME Group Index Services LLC
<b>“Collateral”</b>	means all Posted Collateral (as defined in any Security Agreement) to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement
<b>“Collateral Account”</b>	means, in relation to any Commodity Contract Counterparty that has entered into a Security Agreement, the account established and maintained by the respective Securities Intermediary in the Commodity Contract Counterparty’s name, in which the Commodity Contract Counterparty shall post Collateral pursuant to the terms of such Security Agreement and the relevant Control Agreement and which shall include the account so established and maintained by The Bank of New York Mellon in UBS’ name and the account so established and maintained by The Bank of New York Mellon in MLCI’s name
<b>“Collateral Exposure”</b>	means, in respect of any Valuation Time (as defined in any Security Agreement) or other time for which Collateral Exposure is calculated, and save in the case of a dispute under the relevant Security Agreement, the sum of the price on such date of each and every Commodity Contract in issue as at the applicable Valuation Time, which, in the case of the UBS Security Agreement and the MLCI Security Agreement, shall include both the sum of the price of the Commodity Contracts entered into pursuant to the UBS Facility Agreement or the MLCI Facility Agreement (respectively) and the sum of the price of the commodity contracts under the UBS Short and Leveraged Facility Agreement or the MLCI Short and Leveraged Facility Agreement (respectively) as at the applicable Valuation Time on such date
<b>“Collateral Yield”</b>	means the Capital Adjustment plus the daily Management Fee and the Licence Allowance expressed as a percentage rate per annum
<b>“COMEX”</b>	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
<b>“Commodity Contract”</b>	means in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Securities
<b>“Commodity Contract Counterparty”</b>	means the counterparty to each Facility Agreement with the Issuer and includes UBS and MLCI
<b>“Commodity Contract Termination”</b>	means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement
<b>“Commodity Securities” and “ETFS Commodity Securities”</b>	means Individual Securities and Index Securities
<b>“comprised in” and “comprised of”</b>	in relation to a Commodity Security means the Micro Securities by reference to which the amount payable on Redemption of that Commodity Security is calculated and for which a Commodity

Security (when in Certificated Form) may be surrendered in accordance with the provisions of the Trust Instrument and “comprise” and “comprised” shall be construed accordingly

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

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

**“Conditions”** means the terms and conditions of the Micro and Commodity Securities in the form set out in the Second Schedule (*The Conditions*) to the Trust Instrument and as set out in Part 6 (*Trust Instrument and Commodity Securities*) and references herein to numbered Conditions are references to the numbers assigned to the Conditions in Part 6 (*Trust Instrument and Commodity Securities*)

**“Control Agreement”** means, in relation to any Security Agreement, the Control Agreement (as defined in such Security Agreement) and includes the UBS Control Agreement and the MLCI Control Agreement

**“Controller”** means a Controller as defined in the Conditions

**“Counterparty Event of Default”** means:

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

of MLCI, an MLCI Event of Default (as defined in the MLCI Short and Leveraged Facility Agreement); or

- (f) in the cases of UBS and MLCI, the occurrence of certain events of default under the Security Agreement with it being, *inter alia*, (i) such Commodity Contract Counterparty failing to transfer Collateral to the Collateral Account when due, (ii) the applicable Security Agreement expiring or terminating or failing or ceasing to be in full force and effect prior to the termination of the relevant Facility Agreement and the relevant Short and Leveraged Facility Agreement and the satisfaction of the obligations detailed in such Security Agreement or (iii) such Commodity Contract Counterparty disaffirming, disclaiming, repudiating or rejecting or otherwise challenging the validity of the applicable Security Agreement

**“Creation Limits”** means the limits under the Facility Agreements on creation of Commodity Contracts (and corresponding limits on issue of Micro and Commodity Securities), as set out in Part 1 (*General*) under the heading “Applications and Redemptions — Creation and Redemption Limits”

**“Creation Notice”** means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement creating the Equivalent Number of Commodity Contracts corresponding with the Commodity Securities referred to in such Creation Notice

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

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

**“Designated Contract”** means, for each commodity represented in the DJ-UBS Commodity Indices and for each Individual Commodity Index, the futures contract series which is used for the calculation of those indices, as set out in Part 2 (*Dow Jones — UBS Commodity Indices*) in Table 2 (Designated Contracts and Designated Month Contracts), in the column headed “Designated Contract”

**“Designated Month Contract”** means a futures contract, being a Designated Contract, for delivery in a particular month, which is used for the calculation of the DJ-UBS

Commodity Indices and the Individual Commodity Indices, as set out in Part 2 (*Dow Jones — UBS Commodity Indices*) in Table 2 (Designated Contracts and Designated Month Contracts), in the column headed “Designated Month Contracts”

- “Direct Agreement”** means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant
- “Directors”** means the directors of the Issuer, being at the date of this document the persons whose names are listed as such in “Directors, Secretary and Advisers” below
- “DJ-UBS CI<sup>SM</sup>”** means the Dow Jones — UBS Commodity Index<sup>SM</sup> calculated by CME Indexes in conjunction with UBS Securities, and published by CME Indexes and on which further information can be found in Part 2 (*Dow Jones — UBS Commodity Indices*)
- “DJ-UBS CI-F3<sup>SM</sup>”** means the Dow Jones — UBS Commodity Index 3 Month Forward<sup>SM</sup> calculated by CME Indexes in conjunction with UBS Securities, and published by CME Indexes and on which further information can be found in Part 2 (*Dow Jones — UBS Commodity Indices*)
- “DJ-UBS CI<sup>SM</sup> Handbook” or “Handbook”** means the document entitled “The Dow Jones — UBS Commodity Index<sup>SM</sup> Handbook” (including its appendices) which sets out the methodology for calculation of (*inter alia*) the DJ-UBS CI<sup>SM</sup>, the DJ-UBS CI-F3<sup>SM</sup> and the Individual Commodity Indices, prepared and as amended from time to time by CME Indexes and UBS Securities, a copy of which can at the date of this Prospectus be downloaded from the following internet address:
- <http://www.djindexes.com/commodity>
- “DJ-UBS Commodity Index”** means, in respect of Classic Micro and Commodity Securities the DJ-UBS CI<sup>SM</sup> and, in respect of the Forward Micro and Commodity Securities, the DJ-UBS CI-F3<sup>SM</sup>
- “DJ-UBS Commodity Indices”** means the DJ-UBS CI<sup>SM</sup> and the DJ-UBS CI-F3<sup>SM</sup>
- “Documents”** means this document, the Trust Instrument, the Security Deeds, all Authorised Participant Agreements, all Security Assignments, each Facility Agreement, each Security Agreement, each Control Agreement, the Registrar Agreement, the Services Agreement and the Licence Agreement
- “Dow Jones”** means Dow Jones Trademark Holdings LLC
- “ECIPs”** means, with respect to a DJ-UBS Commodity Index, the effective percentage weights of the constituent commodities in that DJ-UBS Commodity Index from time to time as published by CME Indexes and/or UBS Securities (or as determined by the Calculation Agent for the purposes of one or more Facility Agreements if no such percentage weights have been so published)
- “Eligible Equities”** in relation to any Security Agreement or Control Agreement has the meaning given to that expression in the relevant Security Agreement being, in the case of the UBS Security Agreement, common or preferred shares or American Depositary Receipts that are constituents of any of the indices set out in the Index Schedule of

the UBS Control Agreement and, in the case of the MLCI Security Agreement, common or preferred shares that are constituents of the indices set out in the Index Schedule of the MLCI Control Agreement or global depository receipts whose underlying common or preferred shares are constituents of such indices

- “Equivalent Number”** means in relation to the issue and redemption of Commodity Securities the numbers and classes of Commodity Contracts equal to the number and classes of Micro Securities comprised in the Commodity Securities in question
- “ETFSL”** means ETF Securities Limited, a company incorporated and registered in Jersey, with registered number 88370
- “Ex Classic Index Securities”** means the ETFS Ex-Agriculture & Livestock DJ-UBSCI<sup>SM</sup> Index Securities, the ETFS Ex-Industrial Metals DJ-UBSCI<sup>SM</sup> Index Securities, the ETFS Ex-Precious Metals DJ-UBSCI<sup>SM</sup> Index Securities, the ETFS Ex-Agriculture DJ-UBSCI<sup>SM</sup> Index Securities, the ETFS Ex-Livestock DJ-UBSCI<sup>SM</sup> Index Securities, the ETFS Ex-Softs DJ-UBSCI<sup>SM</sup> Index Securities, the ETFS Ex-Grains DJ-UBSCI<sup>SM</sup> Index Securities and the ETFS Ex-Petroleum DJ-UBSCI<sup>SM</sup> Index Securities
- “Exchange”** means CBOT, CME, COMEX, LME, ICE Futures U.S. or NYMEX, as the case may be, and **“Exchanges”** means all of them
- “Exchange Regulations”** means the rules, regulations, contract terms and conditions adopted by the Exchanges from time to time
- “Exempt Person”** means a person who, in entering into and performing the terms of an Authorised Participant Agreement, is acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of the FSMA or associated secondary legislation
- “Extended Voluntary Rebalancing”** means a Voluntary Rebalancing which the Issuer has determined should be conducted over the same days as if a Required Rebalancing was occurring in that month
- “Extraordinary Resolution”** means in respect of a particular type or particular types taken together of Micro and Commodity Securities either (a) a resolution passed at a duly convened meeting of the holders of Micro and Commodity Securities of such type or types and carried by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Micro and Commodity Securities of such type or types voting on such resolution or (b) a resolution in writing of holders of such type or types of Micro and Commodity Securities holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of such type or types of Micro and Commodity Securities, and in the cases of (a) and (b) where so provided for in the Trust Instrument or the Conditions, holders of Index Securities or Individual Securities may for these purposes be treated as holders of the relevant type or types of Micro Securities comprised therein
- “Facility Agreement”** means the agreements of that name between the Issuer and different Commodity Contract Counterparties providing for the creation and



termination of Commodity Contracts thereunder including the UBS Facility Agreement and the MLCI Facility Agreement

- “Forward Index Securities”** means an Index Security of a category specified in the relevant list in paragraph 5 of Part 11 (*Additional Information*)
- “Forward Individual Securities”** means an Individual Security of a class specified in the relevant list in paragraph 5 of Part 11 (*Additional Information*)
- “Forward Micro and Commodity Securities” or “Forward Securities”** means Micro Forward Securities, Forward Index Securities and Forward Individual Securities and **“Forward Micro or Commodity Securities”** means any of them
- “FSA”** means the Financial Services Authority of the United Kingdom and any successor thereto
- “FSA Glossary”** means the glossary giving the meaning of the defined expressions used in the FSA Handbook
- “FSA Handbook”** means the FSA’s Handbook of Rules and Guidance as amended
- “FSMA”** means Financial Services and Markets Act 2000
- “General Trading Day”** means a “Business Day” as defined in the Handbook from time to time (and meaning as at the date of the Trust Instrument “any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent.” where “Index Commodities” has the meaning given to it in the Handbook)
- “Guarantee”** means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement that may be provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement insofar as it relates to the Pool and in respect of MLCI includes the BAC Guarantee
- “Guarantor”** means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool
- “Handbook”** see definition of “DJ-UBS CI<sup>SM</sup> Handbook” above
- “Hedge Roll Day”** means each of the fifth to ninth (inclusive) General Trading Days of each Month, provided that if the ninth General Trading Day of that Month is not a Pricing Day for one or more Individual Commodity Indices, the next following Pricing Day for each such Individual Commodity Index shall also be a Hedge Roll Day for Micro Securities of that particular class
- “Hedging Disruption Event”** means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty’s ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or

disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants or the occurrence or existence of any other circumstance or event

<b>“HoldCo”</b>	means ETFS Holdings (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106817
<b>“holding company”</b>	has the meaning given to that term in section 1159 of the Companies Act 2006
<b>“ICE”</b>	means the Intercontinental Exchange, Inc.
<b>“ICE Futures U.S.”</b>	means ICE Futures U.S. (formerly the New York Board of Trade (NYBOT)), a subsidiary of ICE
<b>“Index Securities”</b>	means together the Classic Index Securities and the Forward Index Securities
<b>“Individual Commodity Index”</b>	means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices) as calculated by CME Indexes in conjunction with UBS Securities and published by CME Indexes from time to time, more information on which is set out in Part 3 ( <i>Description of Commodity Securities</i> ) under the heading “Individual Commodity Indices” and in relation to a class of Micro Securities (and the corresponding class of Commodity Contracts) means the Individual Commodity Index specified in relation to such class in the Sixth Schedule ( <i>Classes of Micro and Commodity Securities</i> ) to the Trust Instrument
<b>“Individual Securities”</b>	means together the Classic Individual Securities and the Forward Individual Securities
<b>“Insolvency Event”</b>	means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal

process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts

<b>“Investment Company Act”</b>	means the Investment Company Act of 1940 of the United States
<b>“Issuer”</b>	means ETFS Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 90959
<b>“Issuer Business Day”</b>	means a day which is both a General Trading Day and a London Business Day
<b>“Issuer Insolvency Event”</b>	means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer <i>en désastre</i> pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; <i>provided that</i> no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee
<b>“Jersey”</b>	means the Island of Jersey, Channel Islands

<b>“Lead Future”</b>	means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the “Lead Future” (as defined in the Handbook) for that Individual Commodity Index
<b>“Licence Agreement”</b>	means the amended and restated Licence agreement dated as of 22 December 2011 between CME Indexes (as successor to Dow Jones & Company Inc.), UBS Securities and ETFSL, under which CME Indexes and UBS Securities grant to ETFSL and the Issuer the right to use and refer to the DJ-UBS Commodity Indices and related sub-indices, and certain intellectual property of CME Indexes and UBS Securities, in relation to ( <i>inter alia</i> ) Micro and Commodity Securities
<b>“Licence Allowance”</b>	means the amount payable by the Issuer to ManJer and from ManJer to ETFSL to be applied in paying fees to CME Indexes under the Licence Agreement, as set out in Part 1 ( <i>General</i> ) under “Management Fee”, as that amount may be adjusted from time to time
<b>“Listing”</b>	means the admission of a particular class of Micro and Commodity Securities to the Official List in accordance with the Listing Rules and admission of a particular class of Micro and Commodity Securities to trading on the London Stock Exchange’s market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective
<b>“Listing Failure”</b>	means the refusal of the UK Listing Authority to admit to the Official List any Micro or Commodity Securities issued or to be issued under the Programme
<b>“Listing Failure Date”</b>	means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Micro or Commodity Securities in respect of which a Listing Failure has occurred
<b>“Listing Rules”</b>	means the Listing Rules of the UK Listing Authority from time to time, made under section 73A of the FSMA
<b>“LME”</b>	means The London Metal Exchange Limited and its subsidiaries and affiliates
<b>“London Business Day”</b>	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London
<b>“London Stock Exchange”</b>	means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require
<b>“Main Market”</b>	means the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List)
<b>“Management Fee”</b>	means the management fee payable by the Issuer to ManJer in consideration for the provision by ManJer of all management and administration services in relation to the Programme, as set out in Part 1 ( <i>General</i> ) under “Management Fee”, as that amount may be adjusted from time to time

<b>“ManJer”</b>	means ETFS Management Company (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106921
<b>“Market Disruption Day”</b>	means, in respect of an Individual Commodity Index, a Trading Day on which a Market Disruption Event occurs or is continuing, in the Relevant Market on the Relevant Exchange for that Individual Commodity Index
<b>“Market Disruption Event”</b>	means, in respect of a particular Individual Commodity Index, any the following events: <ul style="list-style-type: none"> <li>(a) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or</li> <li>(b) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of an Individual Commodity Index; or</li> <li>(c) the Settlement Price of the Lead Future or Next Future used in the calculation of the Individual Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day’s Settlement Price</li> </ul>
<b>“Micro and Commodity Securities”</b>	means Micro Securities, Index Securities and Individual Securities and <b>“Micro or Commodity Securities”</b> means any of them
<b>“Micro Classic Securities”</b>	means a Micro Security of a class specified in the relevant list in paragraph 5 of Part 11 ( <i>Additional Information</i> )
<b>“Micro Forward Securities”</b>	means a Micro Security of a class specified in the relevant list in paragraph 5 of Part 11 ( <i>Additional Information</i> )
<b>“Micro Securities”</b>	means together the Classic Micro Securities and the Forward Micro Securities
<b>“Minimum Creation Amount”</b>	means the minimum amount stipulated under the Facility Agreements for creation of Commodity Contracts (and the corresponding minima on the issue of Commodity Securities), as set out under the heading “Applications and Redemptions – Application Processes” in Part 1 ( <i>General</i> )
<b>“MLCI”</b>	means Merrill Lynch Commodities, Inc., a corporation established under the laws of the State of Delaware, United States and whose principal place of business is at 20 East Greenway Plaza, Ste 700, Houston, Texas 77046, United States
<b>“MLCI Capital Adjustment Agreement”</b>	means the agreement entitled “Capital Adjustment Agreement relating to Classic and Forward Commodity Contracts” dated 14 March 2011 between the Issuer and MLCI
<b>“MLCI Control Agreement”</b>	means the collateral account control agreement entered into between the Issuer, MLCI and the Securities Intermediary dated 14 March 2011
<b>“MLCI Facility Agreement”</b>	means the Facility Agreement dated 14 March 2011 between the Issuer and MLCI

<b>“MLCI Security Agreement”</b>	means the security agreement dated as of 14 March 2011 which is in relation to and supplements the MLCI Facility Agreement and the MLCI Short and Leveraged Facility Agreement
<b>“MLCI Short and Leveraged Facility Agreement”</b>	means the agreement dated 14 March 2011 between the Issuer and MLCI entitled “Facility Agreement relating to Short and Leveraged Commodity Contracts”
<b>“month”</b>	means calendar month
<b>“Multiplier”</b>	means the number determined in accordance with Condition 6
<b>“New York Business Day”</b>	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York
<b>“Next Future”</b>	means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the “Next Future” (as defined in the Handbook) for that Individual Commodity Index on that Trading Day
<b>“Notice Deadline”</b>	means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally
<b>“Novation Agreement”</b>	means the agreement entitled “Novation Agreement in relation to Commodity Contracts created pursuant to a Facility Agreement dated 21 September 2006 as amended and restated” dated 1 July 2009 and made between the Issuer, AIG Financial Products Corp., UBS and the Trustee as amended by the Novation Agreement Amendment Agreement
<b>“Novation Agreement Amendment Agreement”</b>	means the agreement entitled “Amendment Agreement in relation to Novation Agreements dated 1 July 2009” made between the Issuer, AIG Financial Products Corp., UBS and the Trustee and dated 5 August 2009
<b>“NYMEX”</b>	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
<b>“Official List”</b>	means the official list maintained by the UK Listing Authority for the purpose of Part VI of FSMA
<b>“outstanding”</b>	<p>means in relation to each type of Micro or Commodity Securities, all the Micro or Commodity Securities of that type issued and in respect of which there is for the time being an entry in the Register other than:</p> <ul style="list-style-type: none"> <li>(a) Micro or Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and</li> <li>(b) Micro or Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument;</li> </ul> <p>PROVIDED THAT for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Micro and Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFSL or a Guarantor, (D) any subsidiary of the Issuer or of a</p>

Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Micro and Commodity Securities shall be deemed not to be Security Holders

**“Overseas Person”**

means a person whose activities are not subject to the prohibition in Section 19 of the FSMA by virtue of its not carrying on such activities in the United Kingdom, whose head office is situated outside the United Kingdom and whose ordinary business involves carrying on activities of the kind specified by any of articles 14, 21, 25, 37, 40, 45, 51, 52 and 53 or, so far as relevant to any of those articles, article 64 of the RAO (or would do so apart from any exclusion from any of those articles made by the RAO)

**“Pool”**

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

**“Pool Factor”**

means at any time in respect of any Pool and the Micro Securities and Individual Securities and Index Securities (to the extent that they comprise Micro Securities of that class) attributable to that Pool the number determined as at that time in accordance with Conditions 5.4 and 20.3 and more information on which is set out under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 3 (*Description of Micro and Commodity Securities*)

**“Price”**

means:

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

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

**“Pricing Day”**

means, for each class of Micro Securities, a Trading Day for the Individual Commodity Index applicable to that class of Micro Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements)

**“Pricing Notice”**

means a Redemption Form or a Withdrawal Notice

**“Pricing Supplement”**

means a pricing supplement in or substantially in the form annexed hereto

<b>“Principal Amount”</b>	in respect of each Micro Security and each Individual Security means the amount specified as such in respect of such Micro Security or Individual Security as set out in paragraph 5 of Part 11 ( <i>Additional Information</i> ) and in respect of each Index Security means the amount specified as such in respect of such Index Security subject to adjustment on Rebalancing as provided for in the Conditions, currently being as set out in paragraph 5 of Part 11 ( <i>Additional Information</i> )
<b>“Programme”</b>	means the programme for the issuance of Commodity Securities described in this document
<b>“Prohibited Benefit Plan Investor”</b>	means any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“ <b>ERISA</b> ”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “ <b>Code</b> ”) applies (collectively, “ <b>Plans</b> ”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any United States Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Micro or Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity
<b>“Prohibited US Person”</b>	means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser
<b>“Prospectus”</b>	means this base prospectus of the Issuer
<b>“Prospectus Directive”</b>	means Directive 2003/71/EC of the European Parliament and the European Council
<b>“Qualified Purchaser”</b>	means a “qualified purchaser” as defined under the Investment Company Act
<b>“RAO”</b>	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended, modified or re-enacted from time to time) made under the FSMA
<b>“Rebalancing”</b>	means an adjustment to the number (and if applicable classes) of Micro Securities comprised in an Index Security and the Principal Amount of an Index Security, in accordance with Condition 14 and more information on which is set out in Part 3 ( <i>Description of Commodity Securities</i> ) under the heading “Rebalancing of Index Securities”
<b>“Rebalancing Calculation Date”</b>	means, for a Required Rebalancing and for an Extended Voluntary Rebalancing, the fourth General Trading Day of the Month in which the Rebalancing is to be effected (or, if that day is not a Full Pricing Day, the first prior Full Pricing Day); and for any other Voluntary Rebalancing, the first General Trading Day following the last Hedge Roll Day of the relevant Month



<b>“Redemption”</b>	means the redemption of Micro and Commodity Securities by the Issuer in accordance with the Conditions (and “ <b>Redeem</b> ” shall be construed accordingly)
<b>“Redemption Amount”</b>	means the amount payable by the Issuer to the Security Holder upon the Redemption of Micro and Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 10.5
<b>“Redemption Fee”</b>	means the fee payable by a Security Holder upon Redemption of Micro and Commodity Securities in accordance with Condition 11 and on which more information can be found under the heading “Application Fees and Redemption Fees” in Part 3 ( <i>Description of Commodity Securities</i> )
<b>“Redemption Form”</b>	means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with the Conditions, as the case may be
<b>“Redemption Instructions”</b>	means the instructions provided by a Security Holder redeeming Micro and Commodity Securities to the Registrar in a form approved by the Issuer
<b>“Redemption Limits”</b>	means the limits on Redemption set out in Condition 8.7 and on which more information is set out in Part 1 ( <i>General</i> ) under the heading “Applications and Redemptions — Creation and Redemption Limits”
<b>“Redemption Payment Date”</b>	means: <ul style="list-style-type: none"> <li>(a) in the case of a Redemption pursuant to a Settlement Redemption Form, the third London Business Day following the Pricing Date of that Redemption; <b>provided that</b> if that day is not a New York Business Day then the Redemption Payment Date shall be on the next following Business Day; or</li> <li>(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; <b>provided that</b> the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or</li> <li>(c) in the case of a Redemption in accordance with a Listing Failure, the third London Business Day following the relevant Listing Failure Date; <b>provided that</b> if that day is not a New York Business Day then the Redemption Payment Date shall be the next following Business Day, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or</li> <li>(d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the third London Business Day following the last Pricing Day on which the Price of Micro and Commodity Securities being Redeemed was determined in accordance with these Conditions; <b>provided that</b> if that day is not a New York Business Day then the Redemption Payment Date shall be the next following Business Day</li> </ul>

<b>“Registered Address”</b>	means, in relation to a Security Holder, the address recorded in the Register for that Security Holder or where there is more than one Security Holder registered in respect of any Micro and Commodity Securities, the address recorded in the Register for the first named Security Holder in respect of those Micro and Commodity Securities
<b>“Registers”</b>	means the registers of Security Holders of each type kept and maintained by the Registrar and <b>“Register”</b> shall be construed accordingly
<b>“Registrar”</b>	means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers, to receive and process applications for Micro and Commodity Securities and to receive and process applications for Redemptions of Micro and Commodity Securities
<b>“Registrar Agreement”</b>	means the registrar agreement dated 21 September 2006 between the Registrar and the Issuer
<b>“Regulated Market”</b>	means a regulated market for the purposes of EU Directive 2004/39/EC (the Markets in Financial Instruments Directive)
<b>“Relevant DJ-UBS Commodity Index”</b>	means in the case of Classic Commodity Securities the DJ-UBS CI <sup>SM</sup> and in the case of Forward Commodity Securities the DJ-UBS CI-F3 <sup>SM</sup>
<b>“Relevant Exchange”</b>	means, for each Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated and on which more information is set out in Part 2 ( <i>Dow Jones — UBS Commodity Indices</i> ) under the heading “Calculation of the DJ-UBS Commodity Indices and other Indices” in Table 2 (Designated Contracts and Designated Month Contracts), in the column headed “Exchange”
<b>“Relevant Market”</b>	means, in respect of an Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated
<b>“Required Rebalancing”</b>	means, with respect to an Index Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Relevant DJ-UBS Commodity Index
<b>“Required Security Document”</b>	means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be)
<b>“RIS”</b>	means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer
<b>“Roll Period”</b>	means the dates on which for the purposes of calculating the DJ-UBS CI <sup>SM</sup> and related indices the futures contracts used are “rolled” from the Lead Future to the Next Future in accordance with

the Handbook, normally being in respect of a month each of the sixth to tenth (inclusive) General Trading Days of that month

**“Secured Obligations”**

means:

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

**“Secured Property”**

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

**“Securities Act”**

means the Securities Act of 1933 of the United States

**“Securities Intermediary”**

means the securities intermediary under each Security Agreement and includes The Bank of New York Mellon

**“Security”**

means in respect of each Pool the security constituted by the applicable Security Deed

**“Security Agreement”**

means, in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to that Facility Agreement, such security agreement and includes the UBS Security Agreement and the MLCI Security Agreement

**“Security Assignment”**

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

**“Security Conditions”**

means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty

<b>“Security Deed”</b>	means in respect of each Pool and the corresponding class of Commodity Contracts, the security deed pertaining to that Pool entered into between the Issuer and the Trustee
<b>“Security Holder”</b>	means a registered holder of Micro or Commodity Securities
<b>“Services Agreement”</b>	means the Services Agreement dated 21 September 2006 between ManJer and the Issuer providing for certain services to be provided by ManJer to the Issuer in relation to Micro and Commodity Securities
<b>“Settlement Price”</b>	means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange
<b>“Settlement Pricing”</b>	has the meaning given in Condition 8.1(a)
<b>“Settlement Redemption Form”</b>	means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Micro and Commodity Securities using Settlement Pricing
<b>“Short and Leveraged Calculation Agency Agreement”</b>	means the agreement entitled “MLCI Calculation Agency Agreement relating to Short and Leveraged Commodity Contracts” dated 14 March 2011 between the Issuer, MLCI, UBS Securities and UBS
<b>“Short and Leveraged Commodity Contracts”</b>	has the meaning given to “Commodity Contracts” in the conditions of the Short and Leveraged Commodity Securities
<b>“Short and Leveraged Commodity Securities”</b>	means the securities of the Issuer known as Short and Leveraged Commodity Securities constituted by the Short and Leveraged Trust Instrument as more fully described in the base prospectus of the Issuer dated the same date as this Prospectus
<b>“Short and Leveraged Trust Instrument”</b>	means the trust instrument between the Issuer and the The Law Debenture Trust Corporation p.l.c. (as trustee thereunder) dated 8 February 2008
<b>“Spread”</b>	means the spread agreed between the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Capital Adjustment Agreement (currently agreed to be 0.45 per cent. per annum in respect of the Classic Securities and 0.6 per cent. per annum in respect of the Forward Securities)
<b>“subsidiary”</b>	has the meaning given to that term in section 1159 of the Companies Act 2006
<b>“Supervisory Committee”</b>	means the committee which reviews and approves the DJ-UBS CI <sup>SM</sup> Handbook and the target composition of the revised Index each year, as described in Part 2 ( <i>Dow Jones — UBS Commodity Indices</i> ) under the heading “Dow Jones — UBS Commodity Index and Sub-Indices”
<b>“Strategy”</b>	means each of the groups of Micro and Commodity Securities provided for in this Prospectus, being Classic Micro and Commodity Securities and Forward Micro and Commodity Securities

<b>“tax”</b>	means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, 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
<b>“terminate”</b>	in relation to a Commodity Contract means ‘terminate’ or ‘close out’ the obligations established by such Commodity Contract
<b>“Trading Day”</b>	means, for each Individual Commodity Index, a day on which the Relevant Exchange for that Individual Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time
<b>“Trust Instrument”</b>	means the trust instrument dated 21 September 2006 between the Issuer and the Trustee constituting Micro and Commodity Securities
<b>“Trustee”</b>	means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument
<b>“type”</b>	means, in relation to Micro Securities and Individual Securities, a class thereof and, in relation to Index Securities, the category thereof
<b>“UBS”</b>	means UBS AG, London Branch, a corporation domiciled in Basel, Switzerland, operating in the United Kingdom under branch registration number BR004507, acting through its London branch at 1 Finsbury Avenue, London, EC2M 2PP, England
<b>“UBS Capital Adjustment Agreement”</b>	means the agreement entitled “Capital Adjustment Agreement relating to Classic and Forward Commodity Contracts” dated 5 August 2009 between the Issuer and UBS
<b>“UBS Control Agreement”</b>	means the collateral account control agreement entered into between the Issuer, UBS and the Securities Intermediary dated 5 August 2009
<b>“UBS Default”</b>	means a Counterparty Event of Default in respect of UBS
<b>“UBS Facility Agreement”</b>	means the Facility Agreement dated 5 August 2009 between the Issuer and UBS
<b>“UBS Group”</b>	means UBS and its Affiliates, and includes UBS Securities
<b>“UBS Securities”</b>	means UBS Securities LLC, a corporation incorporated in Delaware, United States whose principal office is situated at 299 Park Avenue, New York, NY 10171, United States
<b>“UBS Security Agreement”</b>	means the security agreement dated as of 5 August 2009 which is in relation to and supplements the UBS Facility Agreement and the UBS Short and Leveraged Facility Agreement
<b>“UBS Short and Leveraged Facility Agreement”</b>	means the agreement dated 5 August 2009 between the Issuer and UBS entitled “Facility Agreement relating to Short and Leveraged Commodity Contracts”
<b>“UCITS Fund”</b>	means a collective investment scheme which in accordance with the UCITS directive (Council Directive No. 85/611/EEC) as amended is

	an undertaking for collective investment in transferable securities subject to that directive and includes a UCITS Scheme
<b>“UCITS Scheme”</b>	means a scheme that falls within the definition of a “UCITS Scheme” contained in the FSA Glossary
<b>“UK Listing Authority”</b>	means the FSA in its capacity as the competent authority for the purposes of Part VI of the FSMA
<b>“Unacceptable Authorised Participant”</b>	means an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Commodity Contract Counterparty
<b>“Uncertificated Form”</b>	means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST
<b>“United Kingdom” or “UK”</b>	means the United Kingdom of Great Britain and Northern Ireland
<b>“United States” or “U.S.”</b>	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia
<b>“US Dollars” or “US\$”</b>	means the lawful currency of the United States
<b>“US Person”</b>	means a “US person” as defined in Regulation S under the Securities Act
<b>“Value”</b>	means, in relation to a Micro Security and a day, the Price of a Commodity Contract of the same class as that Micro Security on that same day
<b>“VAT”</b>	means value added tax
<b>“Voluntary Rebalancing”</b>	means a Rebalancing other than a Required Rebalancing

References in this document to a particular time are references to the time applicable in London, United Kingdom.

Unless the context otherwise requires, references in this document to any agreement or document includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires references in this document to any statute or any provision of any statute includes a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, in each case in force as at the date of this Prospectus.

## DIRECTORS, SECRETARY AND ADVISERS

<b>Directors of the Issuer</b>	Graham Tuckwell, Chairman Tom Quigley Graeme Ross Craig Stewart  All the Directors are non-executive
<b>Secretary of the Issuer</b>	R&H Fund Services (Jersey) Limited
<b>Registered Office of the Issuer and address of directors and secretary of the Issuer</b>	The address of all the directors and of the secretary of the Issuer is the registered office of the Issuer, which is:  Ordnance House 1 Pier Road St. Helier Jersey JE4 8PW Channel Islands Tel: +44 1534 825230
<b>Administrator</b>	ETFS Management Company (Jersey) Limited Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands
<b>Trustee</b>	The Law Debenture Trust Corporation p.l.c. Fifth Floor 100 Wood Street London EC2V 7EX United Kingdom
<b>Calculation Agent</b>	UBS AG, London Branch 1 Finsbury Avenue London EC2M 2PP United Kingdom
<b>English Legal Advisers to the Issuer</b>	Dechert LLP 160 Queen Victoria Street London EC4V 4QQ United Kingdom
<b>Jersey Legal Advisers to the Issuer</b>	Mourant Ozannes 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands
<b>Austrian Legal Advisers to the Issuer</b>	Dorda Brugger Jordis Rechtsanwälte GmbH Dr-Karl-Lueger-Ring 10 1010 Vienna Austria
<b>Danish Legal Adviser to the Issuer</b>	Horten Philip Heymans Allé 7 2900 Hellerup Copenhagen Denmark

<b>Dutch Legal Advisers to the Issuer</b>	Stibbe Strawinskylaan 2001 Postbus 75640 1070 AP Amsterdam The Netherlands
<b>Dutch Listing and Paying Agent</b>	Fortis Bank (Nederland) N.V. Rokin 55 1012 KK Amsterdam The Netherlands
<b>Finnish Legal Advisers to the Issuer</b>	Dittmar & Indrenius Pohjoisesplanadi 25 A FI-00100 Helsinki Finland
<b>French Legal Advisers to the Issuer</b>	Simmons & Simmons LLP 5 Boulevard de la Madeleine 75001 Paris France
<b>French Listing and Paying Agent</b>	HSBC France 103 Avenue des Champs-Élysées 75008 Paris France
<b>German Legal Advisers to the Issuer</b>	Dechert LLP Theresienstrasse 6 80333 Munich Germany
<b>German Listing and Paying Agent</b>	HSBC Trinkaus & Burkhardt AG Königsallee 21/23 40212 Düsseldorf Germany
<b>Italian Legal Advisers to the Issuer</b>	Studio Legale Cieri Crocenzi Via A. Bertoloni, 41 00197 Roma Italy
<b>Portuguese Legal Advisers to the Issuer</b>	Cuatrecasas, Gonçalves Pereira & Associados, RL Praça Marquês de Pombal, nº2 (e nº1-8º) 1250-160 Lisboa Portugal
<b>Spanish Legal Advisers to the Issuer</b>	Cuatrecasas, Gonçalves Pereira C/ Lagasca, 88 - 28001 Madrid Spain
<b>Swedish Legal Advisers to the Issuer</b>	Oreum Advokatbyrå AB Kungsträdgårdsgatan 16 Stockholm Sweden
<b>English Legal Advisers to the Trustee</b>	



Simmons & Simmons LLP  
CityPoint  
1 Ropemaker Street  
London EC2Y 9SS  
United Kingdom

**Jersey Legal Advisers to the  
Trustee**

Ogier & Le Masurier  
Whiteley Chambers  
Don Street  
St. Helier  
Jersey JE4 9WG  
Channel Islands

**Auditors of the Issuer**

Deloitte LLP  
Lord Coutanche House  
66-68 Esplanade  
St Helier  
Jersey JE2 3QB  
Channel Islands

Deloitte LLP is authorised by the Jersey Financial Services Commission to be appointed as an auditor of a Jersey incorporated company under Article 109 of the Companies (Jersey) Law 1991.

**Registrar**

Computershare Investor Services (Jersey) Limited  
Queensway House  
Hilgrove Street  
St. Helier  
Jersey JE1 1ES  
Channel Islands

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated into this document by reference and are available at the Issuer's website at <http://www.etfsecurities.com/csl> and at the registered office of the Issuer as set out in paragraph 20 of Part 11 (*Additional Information*):

1. the published audited reports and accounts of the Issuer for the year ended 31 December 2009 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 30 April 2010; and
2. the published audited reports and accounts of the Issuer for the year ended 31 December 2010 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 28 April 2011.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the documents specifically identified above, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for purposes of the Prospectus Directive or the Prospectus Rules.

## PART 1

### GENERAL

#### Introduction

The Issuer has created and is currently making available for issue 66 different types of Commodity Securities, of two different kinds:

- Individual Securities, which track the price of a single commodity; and
- Index Securities, which will track the price of a group of commodities.

These comprise 46 different classes of Individual Securities (representing 25 different commodities and two different maturities) and 28 different categories of Index Securities (representing 18 different combinations of commodities and two different maturities).

The Classic Securities are priced by reference to the relevant classic Individual Commodity Indices (based on the same methodology as the DJ-UBS CI<sup>SM</sup>). The Forward Securities are priced by reference to relevant 3-month forward Individual Commodity Indices which are based on the same methodology as the DJ-UBS CI-F3<sup>SM</sup> (which tracks the same commodities as the DJ-UBS CI<sup>SM</sup> but for the DJ-UBS CI-F3<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the DJ-UBS CI<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the DJ-UBS CI-F3<sup>SM</sup>). Since these two indices are exposed to different parts (maturities) of the futures curve, Classic Securities and Forward Securities based on the same Individual Commodities will provide investors with different investment returns depending on the relevant Individual Commodity Index's sensitivity to changes in the commodity price and rate of any backwardation or contango.

The pricing of all Commodity Securities will be based on Individual Commodity Indices published by CME Indexes and calculated in accordance with the Dow Jones — UBS Commodity Index<sup>SM</sup> Handbook (the “**DJ-UBS CI<sup>SM</sup> Handbook**”). A copy of the DJ-UBS CI<sup>SM</sup> Handbook can be downloaded from the following internet address: <http://www.djindexes.com/commodity>.

The DJ-UBS Commodity Indices are widely followed indices which in the case of the DJ-UBS CI<sup>SM</sup> has been published since 1998, with simulated historical data calculated back to January 1991 and in the case of the DJ-UBS CI-F3<sup>SM</sup> has been published since July 2006, with simulated historical data calculated back to 1991. The Individual Securities are priced by reference to the Individual Commodity Indices and the Index Securities are designed to closely replicate the Relevant DJ-UBS Commodity Index and its various sub-indices. Further information on the Individual Commodity Indices and the DJ-UBS Commodity Indices is set out in Part 2 (*Dow Jones — UBS Commodity Indices*).

The Facility Agreements allow for a change in the DJ-UBS Commodity Index used to Price all of the Forward Securities. The Commodity Contract Counterparties and the Issuer may agree to use a different forward commodity index calculated by UBS or UBS Securities in conjunction with CME Indexes in accordance with the Handbook and published by CME Indexes provided that Security Holders are given a minimum of 30 days' notice of the intended change.

The following table shows, in each box, the different types of Classic Commodity Security and Forward Commodity Security that are available for issue. The table also shows the commodities included in the Index Securities:

**Table 1 — Classic and Forward Securities Available for Issue:**

Individual Securities	Index Securities			
Natural Gas	All Commodities	Energy	Petroleum	
Crude Oil†				
Gasoline				
Heating Oil				
Aluminium		Industrial Metals		
Copper				
Zinc				
Nickel				
Gold		Precious Metals		
Silver				
Live Cattle		Livestock		
Lean Hogs				
Wheat		Agriculture	Grains	
Corn				
Soybeans				
Sugar			Softs	
Cotton				
Coffee				
Soybean Oil				
Brent Crude				
Gas Oil				
Cocoa*				
Lead*				
Platinum*				
Tin*				

† On 28 November 2011 the index sponsors announced that effective Monday 2 January 2012 the official name for the Dow Jones-UBS Crude Oil Subindex would change to Dow Jones-UBS WTI Crude Oil Subindex. Consequently the names of the ETFs Crude Oil Individual Securities and the ETFs Forward Crude Oil Individual Securities will change to ETFs WTI Crude Oil and ETFs Forward WTI Crude Oil respectively.

\* Forward Commodity Securities of these classes are not currently available for Issue and micro securities of these classes are not currently comprised in any category or categories of Index Securities

In addition nine further categories of Classic Index Securities and one category of Forward Index Securities are currently available for issue relating to all the commodities included in the DJ-UBS CI<sup>SM</sup> other than those in one or two particular sectors (so for example the ETFs Ex-Agriculture & Livestock DJ-UBSCI<sup>SM</sup> includes all the commodities included in Energy, Precious Metals and Industrial Metals but not those in Agriculture or Livestock and the ETFs Ex-Industrial Metals DJ-UBSCI<sup>SM</sup> includes all the commodities included in Energy, Petroleum, Precious Metals, Livestock, Agriculture, Grains and Softs but not those in Industrial Metals).

## General Description of Commodity Securities

Commodity Securities have been designed to enable investors to gain exposure to movements in commodity prices without needing to purchase or take physical delivery of those commodities or to trade in futures contracts, and to buy and sell the exposure through the trading of a security on the London Stock Exchange.

Commodity Securities give investors a long exposure which is similar to that which an investor could achieve by managing a fully-collateralised unleveraged long position in the futures market, without the need to manage any such futures position. Commodity Securities involve no margin calls and no requirement to roll from one futures contract to the next, and no brokerage or other fees are incurred when rolling. All of the exposure is obtained through the terms of Commodity Securities, which (unlike futures contracts) do not expire.

The Issuer achieves a matching exposure by holding corresponding Commodity Contracts from one or more Commodity Contract Counterparties, which also do not require any management by the Issuer of futures positions.

Commodity Securities give investors the following:

- exposure to the prices of individual commodities or groups of commodities, using the particular futures market contracts and roll periods determined by one of the world's leading providers of commodity indices;
- a choice of "long" exposure of two different parts of the commodities futures curve;
- exposure to a "total return", comprising:
  - a commodity "excess return" (spot price movement plus a positive (negative) roll yield from backwardation (contango) in the relevant futures market when rolling); plus
  - a collateral return (equivalent to an interest return net of all fees), at a rate announced each week in advance, in the form of capital adjustment;
- exposure which is unleveraged and which changes directly with changes in the price(s) of the different parts of the commodity futures curve, both up and down;
- pricing which is transparent, based on indices published by CME Indexes at the end of each Business Day (and which in turn are based on end-of-day Settlement Prices for designated futures contracts on specified futures exchanges); and
- securities traded on the London Stock Exchange and certain other stock exchanges.

Commodity Securities confer no right to receive physical commodities. Rather, they are purely financial instruments.

## Pricing and Trading of Commodity Securities

### *Individual Securities*

The Price of each class of Classic Individual Security and Forward Individual Security will be determined as at the end of each Pricing Day and will be equal to:

$$\text{Individual Commodity Index} \times \text{Multiplier} \times \text{Pool Factor} / 10$$

The Individual Commodity Indices will be as published by CME Indexes.

As at 5 December 2011 the Multiplier for all classes of Classic Commodity Securities was 1.0254649 and for all classes of Forward Commodity Securities was 0.9793761. The Multiplier changes daily, reflecting cumulative capital enhancement (less the Management Fee and the Licence Allowance payable to the Issuer). Further information on the formula for the Multiplier is shown in Part 3 (*Description of*

*Commodity Securities*) under the heading “Multiplier”. The Pool Factor is a number that will always be 1 unless Micro or Commodity Securities are divided as described under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 3 (*Description of Commodity Securities*).

#### *Index Securities*

The Price of all categories of Index Security will be the sum of the Prices for the Micro Securities comprised therein, as detailed in Part 3 (*Description of Commodity Securities*).

#### *Publication of Pricing Information*

The Multipliers, Capital Adjustments and the Prices for all types of Commodity Securities will be calculated by or on behalf of the Issuer as at the end of each Pricing Day for the components of each type of Commodity Securities (after the Individual Commodity Indices have been published for that day) and prior to trading commencing on the following Pricing Day.

The Issuer’s calculations of the Multipliers, Capital Adjustments, and all Prices will be posted on the Issuer’s website at <http://www.etfsecurities.com/csl>.

#### *Listing and Trading*

All Micro and Commodity Securities are fully transferable. The Issuer has applied to the UK Listing Authority for all of the Micro Securities and Commodity Securities to be issued within 12 months from the date of this document to be admitted to the Official List and to the London Stock Exchange for all of such Micro Securities and Commodity Securities to be admitted to trading on its Main Market. However, it is intended that an active secondary market on the Main Market will develop only in Commodity Securities (and not Micro Securities). The role of Micro Securities is explained in Part 3 (*Description of Commodity Securities*) under the headings “Commodity Securities are Priced by Reference to Micro Securities” and “Micro Securities”.

In order to provide liquidity to investors and to minimise any tracking error, the Issuer hopes at all times to have at least two Authorised Participants making a market on the London Stock Exchange in some or all of the Commodity Securities (or on other exchanges if the Issuer decides to apply for listing of Commodity Securities on such exchanges). Authorised Participants will have the right to effect applications or redemptions — see below under “Applications and Redemptions” and Part 3 (*Description of Commodity Securities*) under the heading “Applications and Redemptions” for further details.

Each class of Commodity Securities traded on the London Stock Exchange may have different market makers, bid/offer spreads and depth of liquidity and may be traded using different platforms. The Issuer hopes that some of the more liquid Commodity Securities will be traded on the Sets-MM platform but can give no assurance as to which Commodity Securities might attract the most and the least amount of trading activity. The Issuer does not anticipate that an active secondary market will develop in any of the Micro Securities.

#### **Commodity Contracts and Facility Agreements**

The liability of the Issuer to Security Holders upon redemption of Commodity Securities will be backed by Commodity Contracts with corresponding terms. Each time Commodity Securities are issued or redeemed by the Issuer, corresponding Commodity Contracts will be created or terminated by the Issuer under a Facility Agreement.

The Issuer has entered into a Facility Agreement with UBS and a Facility Agreement with MLCI (UBS and MLCI respectively as the counterparty to the Commodity Contracts). The Issuer has also entered into Security Agreements with UBS and MLCI and Control Agreements with UBS and The Bank of New York Mellon (as Securities Intermediary) and with MLCI and The Bank of New York Mellon, the terms of which are described below. Information relating to UBS and MLCI is set out in Part 10 (*Particulars of the Commodity Contract Counterparties*).

Under the terms of the Facility Agreements, the Issuer can create and terminate Commodity Contracts on a continuous basis, subject to the Creation Limits and the Redemption Limit (and days not being Market Disruption Days) and certain other conditions. Further information on the Creation Limits and the Redemption Limit is set out below.

The Issuer is only permitted to issue new Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement.

Further information on Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements are set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*).

### **Provision of Collateral by the Commodity Contract Counterparties**

#### *Security Agreements and Control Agreements*

The Issuer has entered into the UBS Security Agreement (which was entered into in relation to and supplements the UBS Facility Agreement and the UBS Short and Leveraged Facility Agreement) and the MLCI Security Agreement (which was entered into in relation to and supplements the MLCI Facility Agreement and the MLCI Short and Leveraged Facility Agreement) under which UBS and MLCI (respectively) have agreed to provide Collateral in respect of their Collateral Exposure at any time. The Collateral Exposure applicable to a Commodity Contract Counterparty is calculated each Business Day by both the Issuer and that Commodity Contract Counterparty and is verified between the parties each Business Day.

The Issuer has also entered into the UBS Control Agreement with UBS and The Bank of New York Mellon (as Securities Intermediary) and the MLCI Control Agreement with MLCI and The Bank of New York Mellon (as Securities Intermediary). Under the terms of each Security Agreement and Control Agreement, the relevant Commodity Contract Counterparty is required to post the Collateral to the Collateral Account in its name at The Bank of New York Mellon.

Each Business Day in respect of each Commodity Contract Counterparty, the Securities Intermediary is required to calculate the value (in accordance with the valuation provisions in the Control Agreement described in more detail below) of the Collateral in the relevant Collateral Account as at the close of business (New York time) on the previous Business Day and each Commodity Contract Counterparty must report the Collateral Exposure calculated as at close of business on the immediately preceding Business Day. Under the Security Agreements and Control Agreements, UBS and MLCI (respectively) are required to transfer to its Collateral Account, securities and obligations to the value (taking into account the value of Eligible Collateral already credited to such account) of the Issuer's total exposure to UBS or MLCI (as applicable) under (*inter alia*) the fully paid Commodity Contracts between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day (or, in the case of UBS, the second immediately preceding Business Day, but see below). If on any Business Day the aggregate value of the Collateral in the relevant Collateral Account is greater than such exposure, then the relevant Commodity Contract Counterparty may request that the Securities Intermediary transfers Collateral from the Collateral Account to another account of the relevant Commodity Contract Counterparty's choosing and such transferred Collateral will no longer form part of the Collateral for the purposes of the relevant Security Agreement. The Securities Intermediary may not permit a Commodity Contract Counterparty to transfer assets out of a Collateral Account (i) such that the total value of Collateral in the Collateral Account would equal less than such exposure, or (ii) without the Issuer's consent. For these purposes references to the "value" of the Collateral constitute references to the value thereof determined by the Securities Intermediary in accordance with the valuation provisions in the Control Agreements described in more detail below. Notwithstanding the foregoing, UBS posts Collateral on each Business Day to the value of the Issuer's total exposure to UBS at the close of business on the immediately preceding Business Day under all Commodity Contracts and Short and Leveraged Commodity Contracts with it backing such Commodity Securities and Short and Leveraged Commodity Securities as were in issue on such immediately preceding Business Day.

Under the terms of the Security Agreements and the Control Agreements, the Issuer may take control of the Collateral Account and any Collateral in the Collateral Account in certain circumstances including, *inter alia*: (i) the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty that was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement and, after giving effect to any applicable notice requirement or grace period, there occurs under the Facility Agreement (or the relevant Short and Leveraged Facility Agreement) a liquidation of, or an acceleration of all of the obligations of the relevant Commodity Contract Counterparty under the relevant Facility Agreement (or the relevant Short and Leveraged Facility Agreement); (ii) failure by the relevant

Commodity Contract Counterparty to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days; (iii) failure by the relevant Commodity Contract Counterparty to comply with or perform any other provisions of or obligations under the relevant Security Agreement (other than as set out in (ii)) and such failure continues for 30 days after receipt by the relevant Commodity Contract Counterparty of notice of such failure; or (iv) the relevant Commodity Contract Counterparty (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (X) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (Y) is not dismissed, discharged, stayed or restrained in each case within 60 days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 60 days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive); or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

#### *Description of Collateral*

Under the terms of the Security Agreements, each Commodity Contract Counterparty may only transfer "Eligible Collateral" into its Collateral Account. For these purposes, Eligible Collateral means:

- (A) cash in US Dollars, British Pounds or Euro or, in the case of MLCI, in US Dollars provided in each case that it is invested in AAA rated, government or treasury money market funds;
- (B) debt securities or obligations issued by the United States Government;
- (C) (1) non-U.S. debt securities or obligations issued by (a) any of the governments of Belgium, Canada, France, Germany, Italy, Japan, The Netherlands, Sweden, Switzerland or the United Kingdom, or (b) any of the governments of Austria, Australia, Denmark, Finland, Luxembourg, New Zealand, Norway, Portugal or Spain where such government has a long-term issuer rating of not lower than "AA" by Standard & Poor's Rating Services or (but only in the case of MLCI) "Aa2" by Moody's Investors Inc.;
- (2) supranational bonds issued by the International Bank for Reconstruction and Development, the European Investment Bank, the Council of Europe, the Asian Development Bank or the Inter-American Development Bank with a long term issuer rating not lower than "AAA" by Standard & Poor's Rating Services or "Aaa" by Moody's Investors Inc.;
- (D) in the case of UBS, unsubordinated bonds issued by Government National Mortgage Association (for so long as the obligations of the same are guaranteed by the United States Government); and



- (E) Eligible Equities (which in the case of MLCI includes common or preferred shares that are constituents only of specified non-U.S. indices),

provided that, *inter alia*:

- (i) none of the foregoing securities or obligations is a security or obligation of the relevant Commodity Contract Counterparty or certain related entities;
- (ii) in the case of (D) above, a liquid market for such securities or obligations is generally available and that bid prices are generally available in the market for such securities as shall be determined by the Securities Intermediary, except that the absence of bid prices for any such securities or obligations on one day shall not necessarily mean that this requirement is not satisfied;
- (iii) securities meeting the criteria in (C)(1), (C)(2) and (E) above shall only constitute Eligible Collateral to the extent that the value of such securities does not exceed the relevant jurisdiction limit (as set out below) applicable to the jurisdiction of the relevant issuer or issuers, as the case may be; and
- (iv) securities comprising Eligible Equities shall only constitute Eligible Collateral to the extent that the value of such securities does not exceed any applicable issuer concentration limit (as set out below).

The following concentration limits apply to each type of Eligible Collateral which may be contained in the Collateral Account:

- (i) in the case of any collateral falling within paragraph (C)(1) above in the definition of “Eligible Collateral”, the Securities Intermediary will exclude from its calculation of the value of the collateral in the Collateral Account any such securities or obligations in the Collateral Account to the extent that the total value of all such securities or obligations (i) of any of the governments of the United Kingdom, Japan, Germany or France exceeds 50 per cent. of the value of the collateral in the Collateral Account or (ii) of any of the governments of the other countries listed in C(1) above exceeds 25 per cent. of the total value of the collateral in the Collateral Account;
- (ii) in the case of any Collateral falling within paragraph (C)(2) above in the definition of “Eligible Collateral”, the Securities Intermediary will exclude from its calculation of the value of the Collateral in the Collateral Account any such securities or obligations in the Collateral Account to the extent that the total value of all such securities or obligations issued by any issuer listed in paragraph (C)(2) above exceeds 25 per cent. of the total value of the Collateral in the Collateral Account;
- (iii) in the case of any Collateral falling within paragraph (E) above in the definition of “Eligible Collateral”, the Securities Intermediary will exclude from its calculation of the value of the Collateral in the Collateral Account any such Eligible Equities to the extent that (a) the total value of any Eligible Equities in the Collateral Account issued by one issuer represents: (i) 3.3 per cent. of the value of the collateral in the Collateral Account or in the case of UBS \$10 million (whichever is greater); (ii) 2.5 per cent. of the aggregate issued and outstanding share capital of that issuer; or (iii) 100 per cent. of the 30 day average daily volume of such Eligible Equities as determined by the Securities Intermediary; (b) in the case of UBS the value of all Eligible Equities in the Collateral Account issued by United States issuers exceeds 75 per cent. of the value of the Collateral in the Collateral Account; (c) the value of all Eligible Equities in the Collateral Account issued by issuers from each of the United Kingdom, Japan, Germany or France exceeds 25 per cent. of the value of the Collateral in the Collateral Account; and (d) the value of all Eligible Equities in the Collateral Account issued by an issuer from a country other than the United States, the United Kingdom, Japan, German and France or issued by any authority or agency exceeds 10 per cent. of the value of the Collateral in the Collateral Account; and

- (iv) so long as the Issuer has not taken control of the Collateral Account in accordance with the terms of the Control Agreement and the Commodity Contract Counterparty has fulfilled all of its obligations to transfer collateral under the Security Agreement, the Commodity Contract Counterparty will be entitled to instruct the Securities Intermediary to return to it any Collateral that has been excluded from the Security Intermediary's calculations by virtue of these concentration limits.

For the purpose of valuing the collateral in the Collateral Account the Securities Intermediary will divide the sum of the values of what it determines to be the market value of each asset of a particular type by the following percentages:

- (i) for Cash or money market funds described in clause (A) of the definition of "Eligible Collateral", 100 per cent.;
- (ii) for any security or obligation falling within clauses (B) and (C) of the definition of "Eligible Collateral", a percentage determined by the Securities Intermediary based on the remaining time to stated maturity of such security or obligation as follows:
  - (A) less than five years, 100 per cent.,
  - (B) greater than or equal to five years and less than 10 years, 101 per cent. and
  - (C) 10 years or greater, 102 per cent.;
- (iii) for the unsubordinated bonds falling within clause (D) of the definition of "Eligible Collateral", 102 per cent.; and
- (iv) for any security eligible under clause (E) of the definition of "Eligible Collateral" either 105 per cent. or 110 per cent., depending on the particular index to which such Eligible Equity belongs.

### **BAC Guarantee**

MLCI is required under the terms of the MLCI Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the MLCI Facility Agreement have the benefit of credit support provided by BAC. In fulfilment of that requirement, BAC has entered into the BAC Guarantee. The principal provisions of the BAC Guarantee are as follows:

- BAC unconditionally guarantees to the Issuer the prompt payment of any and all obligations and liabilities of MLCI under the terms of the MLCI Facility Agreement, the MLCI Security Agreement and the MLCI Control Agreement including, in case of default, interest on any amount due, when and as the same shall become due and payable, whether on the scheduled payment dates, at maturity, upon declaration of termination or otherwise, after giving effect to any applicable notice requirement or grace period and, at all times, in accordance with the terms of that Agreement.
- In the event that MLCI fails to make any payment under such Agreements when due after giving effect to any applicable notice requirement and grace period, BAC agrees to make such payment, or cause any such payment to be made, promptly upon receipt of written demand from the Issuer to BAC; provided that delay by the Issuer in giving such demand shall in no event affect BAC's obligations under the BAC Guarantee.
- BAC agrees that its obligations under the BAC Guarantee will be unconditional, irrespective of (i) the validity, regularity or enforceability (except as may result from any applicable statute of limitations) of the MLCI Facility Agreement, MLCI Security Agreement and MLCI Control Agreement, (ii) the absence of any action to enforce the same, (iii) any waiver or consent by the Issuer concerning any provisions thereof, (iv) the rendering of any judgment against MLCI or any action to enforce the same or (v) any other circumstances that might otherwise constitute a legal or equitable discharge of a guarantor or a defense of a guarantor, other than defense of payment.

- BAC agrees that the BAC Guarantee will not be discharged except by complete payment of the amounts payable under the MLCI Facility Agreement, MLCI Security Agreement and MLCI Control Agreement.
- BAC shall not be required to pay, or otherwise be liable to, the Issuer for any consequential, indirect or punitive damages (including, but not limited to, opportunity costs or lost profits).
- The BAC Guarantee is governed by and construed in accordance with the internal laws of the State of New York as applicable to contracts or instruments made and to be performed therein.

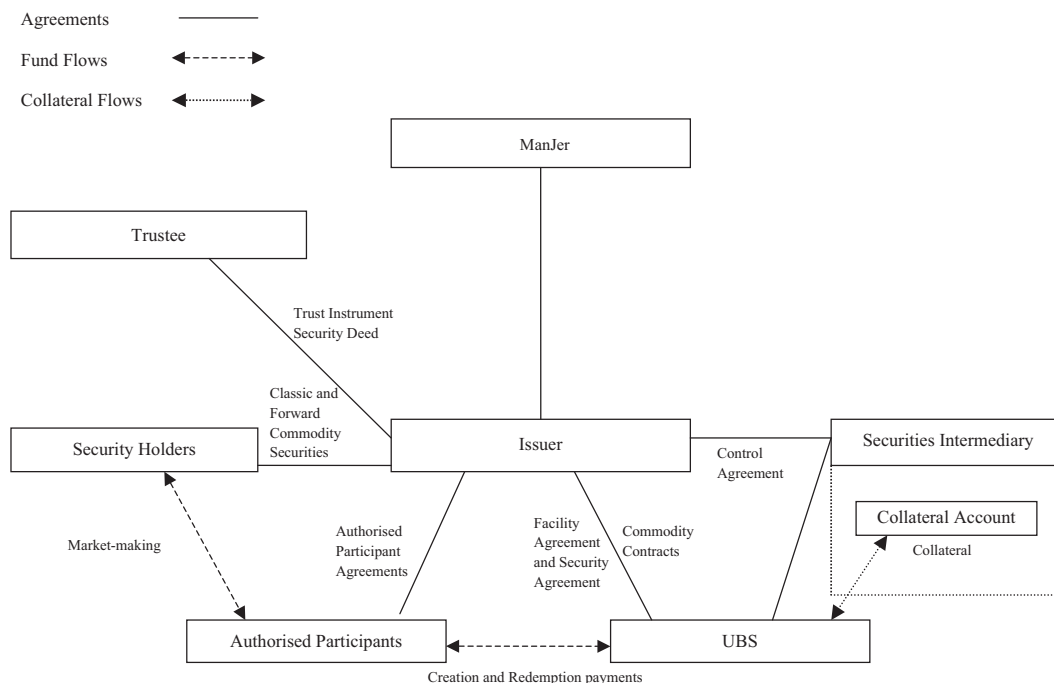
The BAC Guarantee may be terminated by BAC at any time by written notice to the Issuer by BAC, effective immediately following receipt of such written notice by the Issuer or at such later date as may be specified in such written notice, but will continue in full force and effect with respect to any obligation of MLCI under the MLCI Facility Agreement, MLCI Security Agreement and MLCI Control Agreement entered into prior to the effectiveness of such written notice of termination.

### Contract Structure for Commodity Securities

Micro and Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each type of Micro and Commodity Securities.

The obligations of the Issuer in respect of each class of Micro Securities, the same class of Individual Securities and each category of Index Securities to the extent it comprises Micro Securities of that class will be secured by a charge over the equivalent class of Commodity Contracts held by the Issuer and over the rights of the Issuer in respect of those Commodity Contracts under the Facility Agreements, the Security Agreements and the Control Agreements.

A diagrammatic representation of the principal aspects of the structure as currently in place appears below (for simplicity only one Commodity Contract Counterparty and Collateral Account is illustrated and the BAC Guarantee is omitted):



### Applications and Redemptions

Commodity Securities can be issued or redeemed at any time, subject to conditions (including not exceeding the Creation Limits and Redemption Limit), by Authorised Participants. The issue and redemption mechanism is intended to ensure that Commodity Securities have sufficient liquidity and that

the price at which they trade on the London Stock Exchange tracks the relevant Price formula. Only an Authorised Participant may apply for or (unless there are at any given time no Authorised Participants or as otherwise announced by the Issuer) redeem Commodity Securities — all other persons must buy and sell Commodity Securities through trading on the London Stock Exchange or other relevant exchanges on which the Commodity Securities are admitted to trading.

Commodity Securities can only be issued or redeemed if corresponding Commodity Contracts can be created or terminated. There are limits on the creation and termination of Commodity Contracts, which means that there are corresponding limits on the issue and redemption of Commodity Securities.

#### *Creation and Redemption Limits*

There are two separate Creation Limits, one a total limit and the other a daily limit. Unless otherwise agreed by a Commodity Contract Counterparty, the total limit is that Commodity Contracts cannot be created under the Facility Agreement with it to the extent that the Aggregate Outstanding Contracts Price would exceed US\$7.0 billion (US\$7,000,000,000).

The daily limit is class-specific. Unless otherwise agreed by a Commodity Contract Counterparty, Commodity Contracts of a particular class may not be created under the Facility Agreement with it on a day to the extent that the sum of the Prices of all Commodity Contracts of that class which are created under that Facility Agreement on that day would exceed a specified amount which for Classic Commodity Contracts and Forward Commodity Contracts of a class relating to commodities currently included in the DJ-UBS CI<sup>SM</sup> is equal to US\$250 million multiplied by the CIP of the relevant commodity on that day, rounded upwards to the next million US Dollars, for Classic Commodity Contracts and Forward Commodity Contracts of a class relating to commodities not currently included in the DJ-UBS CI<sup>SM</sup> (cocoa, lead, platinum, tin, Brent crude and gas oil) is US\$7.5 million, save that if the DJ-UBS CI<sup>SM</sup> is subsequently calculated by reference to prices of commodities including any such commodity (such as Brent crude with effect from January 2012), the limit in respect of that commodity will be the higher of US\$7.5 million and the product of US\$250 million and the CIP of the relevant commodity on that day, rounded upwards to the next million US Dollars.

The Redemption Limit is also a daily limit, and also class-specific. It is the same amount per class as the daily Creation Limit (unless the Commodity Contract Counterparty otherwise agrees).

For the purposes of the Creation and Redemption Limits, Application and Redemption Forms are dealt with in strict time priority by reference to the date and time of their receipt.

The Creation Limits and Redemption Limit in a Facility Agreement may be amended by written agreement of the Issuer and the relevant Commodity Contract Counterparty. If they are amended, the Issuer will make an announcement by RIS.

#### *Authorised Participants*

The Issuer has agreed to use reasonable endeavours to ensure that at all times there are at least two Authorised Participants. However, if at any given time there are no Authorised Participants, Security Holders are permitted to redeem Micro and Commodity Securities held by them.

As at the date of this document ABN AMRO Clearing Bank N.V. (London Branch), Banca IMI S.p.A., Barclays Capital Securities Limited, Bluefin Europe LLP, Goldman Sachs International, Knight Capital Europe Limited, Merrill Lynch International, Morgan Stanley & Co. International plc, The Royal Bank of Scotland plc, Susquehanna International Securities Limited, Susquehanna Ireland Limited, UBS AG and UniCredit Bank AG are Authorised Participants. Additional Authorised Participants may be introduced in due course.

#### *Payments for Applications and Redemptions*

Payment for the issue of Micro and Commodity Securities (and the corresponding creation of Commodity Contracts) will be made directly from the relevant Authorised Participant(s) to the relevant Commodity Contract Counterparty, and payment upon redemption of Micro and Commodity Securities (and termination of the corresponding Commodity Contracts) will (save where there are no Authorised Participants, in the case of compulsory redemptions or if the Issuer has announced that redemptions

may be made by Security Holders in accordance with the Conditions) be made directly from the relevant Commodity Contract Counterparty to the relevant Authorised Participant(s). Payments from or to Authorised Participants will be made via the CREST system on a delivery versus payment basis. In the cases of compulsory redemptions, redemptions where there are no Authorised Participants or other redemptions by Security Holders, the relevant Commodity Contract Counterparty will make payment to accounts of the Issuer secured for the benefit of the Security Holders of the relevant classes or to the Trustee for the benefit of such Security Holders.

Further details of the application and redemption process are set out in Part 3 (*Description of Commodity Securities*) under the heading “Applications and Redemptions”.

### **Security Structure**

A security structure has been established to provide security for the payment obligations of the Issuer to Security Holders upon redemption of Micro and Commodity Securities.

The Issuer has been established as an “umbrella” or “multi-class” company with separate Pools of assets so that the Issuer can issue separate classes of securities, based on different prices or having some other different characteristics, but on terms that each such separate class of securities would have recourse only to the Pool attributable to that class and not to the assets attributable to any other class. The assets and liabilities attributable to each class of Micro Securities and Individual Securities (and the Index Securities to the extent they comprise such Micro Securities) will represent the Pool for that class.

Thus there are 46 separate Pools currently applicable to Commodity Securities. A single Pool secures all Micro Securities and Individual Securities of a single class and all Index Securities to the extent they comprise such Micro Securities.

The Issuer has also created 70 separate pools in respect of the Short and Leveraged Commodity Securities, which it has issued and made available as set out in a separate base prospectus of the Issuer dated the same date as this document (and as referred to under the heading “Short and Leveraged Commodity Securities” below) and which are constituted by the Short and Leveraged Trust Instrument. Holders of any particular type of Short and Leveraged Commodity Securities will not have recourse to any Pool created in respect of a class of Classic and Forward Commodity Securities and correspondingly the Classic and Forward Commodity Securities will not have recourse to any pools in respect of the Short and Leveraged Commodity Securities of any type.

Micro and Commodity Securities are constituted under the Trust Instrument. The Trustee holds all rights and entitlements under the Trust Instrument on trust for the Security Holders.

In addition, the Issuer and the Trustee have entered into a separate Security Deed in respect of each Pool. The rights and entitlements held by the Trustee under each Security Deed are held by the Trustee on trust for the Security Holders of that particular type of Micro or Commodity Securities.

Under the terms of each Security Deed, the Issuer has assigned to the Trustee by way of security the contractual rights of the Issuer relating to such class under the Facility Agreement, and granted a first-ranking floating charge in favour of the Trustee over all of the Issuer’s rights in relation to the Secured Property attributable to the applicable Pool, including but not limited to its rights under each Facility Agreement, all Commodity Contracts for the relevant class created pursuant to the Facility Agreements, the BAC Guarantee and the rights of the Issuer under each Security Agreement and each Control Agreement, in each case insofar as it relates to the relevant Pool.

If the amounts received from the relevant Secured Property are insufficient to make payment of all amounts due in respect of the relevant Pool, no other assets of the Issuer shall be available to meet that shortfall and all further claims of the holders in respect of such class of Micro Securities and Individual Securities (and the Index Securities to the extent they comprise such Micro Securities) will be extinguished.

Under the terms of the Trust Instrument, it is agreed that the Security Holders, or the Trustee on their behalf, will not, in relation to Micro and Commodity Securities, 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 the relevant Security Deed) in relation to the Issuer 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 for all outstanding Micro and Commodity Securities issued by the Issuer are repaid.

Further details of the Trust Instrument are set out in Part 6 (*Trust Instrument and Commodity Securities*). Further details of the Security Deeds are set out in Part 7 (*Particulars of the Security Deeds*).

### **Short and Leveraged Commodity Securities**

The Issuer has separately made available the Short and Leveraged Commodity Securities which have different characteristics as described in a separate base prospectus of the Issuer dated the same date as this document. The Short and Leveraged Commodity Securities are constituted by a separate trust instrument entered into between the Issuer and The Law Debenture Trust Corporation p.l.c. and are backed by commodity contracts created under a separate facility agreement or facility agreements (currently being the facility agreement relating to Short and Leveraged Commodity Contracts between UBS and the Issuer and the facility agreement relating to Short and Leveraged Commodity Contracts between MLCI and the Issuer). Each authorised participant in respect of the Short and Leveraged Commodity Securities is required to enter into a separate authorised participant agreement in respect of the Classic and Forward Commodity Securities. Accordingly the rights attached to the Short and Leveraged Commodity Securities are separate from and different to the rights attached to the Classic and Forward Commodity Securities.

### **The Issuer**

The Issuer is a public company incorporated in Jersey for the purpose of issuing debt securities the price of which is related to commodities or commodity indices and entering into the Documents and agreements relating to other types or classes of commodity securities.

The shares in the Issuer are all held by HoldCo, a company incorporated in Jersey which is wholly-owned by ETFSL, and ManJer acts as the manager of the Issuer. The Issuer is neither directly or indirectly owned or controlled by any other party to the Programme. The Issuer is dependent upon ManJer to provide management and administration services to it, as further described below under the heading "Administration". ManJer intends to promote and to provide management and other services to both the Issuer and other companies issuing asset-backed securities and currently also provides such services to the Issuer in relation to the programme for the Issue of Short and Leveraged Commodity Securities and to ETFS Metal Securities Limited, ETFS Metal Securities Australia Limited, ETFS Oil Securities Limited, Gold Bullion Securities Limited, ETFS Foreign Exchange Limited and ETFS Industrial Metal Securities Limited.

The Issuer is a special purpose company whose only assets attributable to Micro and Commodity Securities of each class are the Commodity Contracts of each class and rights under the Facility Agreements, the Security Agreements and the BAC Guarantee (together, if there are any other Commodity Contract Counterparties, with any Facility Agreements and Commodity Contracts with such other Commodity Contract Counterparties and any related credit support) to the extent attributable to that class. The Issuer has also issued and made available for issue Short and Leveraged Commodity Securities, secured as described in a separate base prospectus of the Issuer dated the same date as this document. The Issuer's obligations are primarily its obligations under the Classic and Forward Commodity Securities and the Short and Leveraged Commodity Securities.

The directors of ManJer at the date of this Prospectus are Graham Tuckwell, Tim Armour, Leanne Baker, Graham Birch, Ben Cukier, Vince Fitzgerald, Graeme Ross and Craig Stewart. The secretary of ManJer at the date of this document is R&H Fund Services (Jersey) Limited. The Directors of the Issuer are also

directors of HoldCo and their respective biographies are set out below under the heading “Directors and Secretary”.

### **Administration**

ManJer will, pursuant to the Services Agreement, supply all management and administration services for the Issuer and will pay all the management and administration costs of the Issuer.

ManJer may engage third parties to provide some or all of these services. In particular, ManJer has entered into a corporate administration agreement with R&H Fund Services (Jersey) Limited (the “**Secretary**”) whereby the Secretary will perform certain administration duties for the Issuer and Computershare Investor Services (Jersey) Limited has been appointed to provide services as Registrar and receiving agent, and will maintain the Registers in Jersey.

The Service Agreement may be terminated by ManJer at any time on three months’ notice or earlier in the event of certain breaches or the insolvency of either party.

### **Management Fee and Licence Allowance**

In return for ManJer supplying to the Issuer all management and administration services, the Issuer is liable under the Services Agreement to pay ManJer a fee equal to the Management Fee paid to the Issuer by the Commodity Contract Counterparties under the Capital Adjustment Agreements. The Management Fee, as at the date of this Prospectus, is 0.49 per cent. per annum of the aggregate Price on that day of all Classic Micro and Commodity Securities outstanding and 0.49 per cent. per annum of the aggregate Price on that day of all Forward Micro and Commodity Securities outstanding.

The fee rate may be varied by the Issuer from time to time.

The Commodity Contract Counterparties will pay to the Issuer in respect of the Commodity Contracts to which each is party amounts equal to the Management Fee and a Licence Allowance, which will be used to pay licence fees to CME Indexes due under the Licence Agreement (with any difference being payable to/by ManJer). The Licence Allowance payable by each Commodity Contract Counterparty is 0.05 per cent. per annum of the aggregate daily Price of all fully paid Commodity Contracts outstanding with that Commodity Contract Counterparty, and this rate will be varied to match approximately the fees payable to CME Indexes under the Licence Agreement.

The Issuer will only be liable to pay the fees to ManJer upon receipt of the relevant amounts from the Commodity Contract Counterparties.

ManJer will pay the Licence Allowance to ETFSL to enable ETFSL to pay any fees due under the Licence Agreement.

The rate of the Management Fee and Licence Allowance will be reflected in the adjustments to the Capital Adjustment each day, commencing upon the relevant Commodity Securities first being issued.

If the Management Fee or the Licence Allowance is amended, such amendment will be notified through an RIS, and will not take effect for at least 30 days following the publication of the RIS.

### **Commodity Contract Counterparty fees**

The Commodity Contract Counterparties do not charge any fees or expenses to the Issuer, ManJer or ETFSL in relation to the Facility Agreements, the Security Agreements or the Control Agreements. However the Commodity Contract Counterparties will have the use of the funds paid to them for the creation of Commodity Contracts (net of redemptions) and the amount they pay for this benefit will be reflected in the rate of the Capital Adjustment, which rate will be agreed from time to time by the Commodity Contract Counterparties and the Issuer. The rate of the Capital Adjustment is currently the weekly 3-month U.S. Treasury Bill rate less a spread of 0.45 per cent. per annum in the case of Classic Commodity Contracts and a spread of 0.60 per cent. per annum in the case of Forward Commodity Contracts (reflecting the risk taken by the Commodity Contract Counterparties) and less the Management Fee and the Licence Allowance.

Each Commodity Contract Counterparty is responsible for all costs associated with it hedging its exposures and managing the cash arising from the Issuer purchasing and terminating Commodity Contracts with it at any time. To the extent that the cost to a Commodity Contract Counterparty of the Capital Adjustment (before deduction of the Management Fee and the Licence Allowance) differs from the value to it of managing the exposures and having the use of cash, such Commodity Contract Counterparty will make a profit or loss from the transaction.

If the Issuer has Commodity Contracts outstanding with more than one Commodity Contract Counterparty in relation to any Pool, the Capital Adjustment for that Pool (and the Micro Securities and Individual Securities of that class and the Index Securities to the extent that they comprise Micro Securities of that class) will be the weighted average of the daily adjustment on all Commodity Contracts attributable to that Pool.

The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts. As at 5 December 2011, the rate of the Capital Adjustment was as follows:

	<b>Daily†</b>	<b>Annual*</b>
Classic Micro and Commodity Securities	-0.00263%	-0.42%
Forward Micro and Commodity Securities	-0.00304%	-0.56%

† as of 5 December 2011 (rate changes weekly)

\* is the Daily rate compounded over 365 days

### **Calculation Agent**

UBS is required to act as Calculation Agent under and solely for the purposes of the UBS Facility Agreement, the MLCI Facility Agreement and any other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

More information on the role of UBS as Calculation Agent is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*) under the heading "Calculation Agent".

### **Directors and Secretary**

The Directors and the secretary of the Issuer (and of HoldCo) at the date of this document are:

#### ***Graham Tuckwell — Chairman***

Mr Tuckwell is the founder and chairman of ETF Securities Limited, ManJer, HoldCo and the Issuer and of six other companies issuing exchange-traded commodities or other exchange-traded products: Gold Bullion Securities Limited in Jersey, ETFS Metal Securities Australia Limited (formerly known as Gold Bullion Securities Limited) in Australia (which two companies obtained the world's first listings of a commodity on a stock exchange), ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited and ETFS Industrial Metal Securities Limited. He is also a director of ETFX Fund Company Public Limited Company and of its manager ETFX Management Company Limited in Ireland as well as the President and Chief Executive Officer of ETF Securities USA LLC. Assets under management in those companies are in excess of US\$25 billion. Previously, Mr Tuckwell was the founder and managing director of Investor Resources Limited, a boutique corporate advisory firm which specialised in providing financial, technical and strategic advice to the resources industry. He has more than 20 years of corporate and investment banking experience. Prior to the above activities, Mr Tuckwell was Head of Mining Asia/Pacific at Salomon Brothers, Group Executive Director at Normandy Mining responsible for Strategy and Acquisitions and Head of Mergers and Acquisitions at Credit Suisse First Boston in Australia. He holds a Bachelor of Economics (Honours) and a Bachelor of Laws degree from the Australian National University.

#### ***Tom Quigley — Non-Executive Director***

Mr Quigley is the Chief Financial Officer of ETF Securities Limited and is also a non-executive director of HoldCo, the Issuer, ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign



Exchange Limited, ETFS Industrial Metal Securities Limited and Gold Bullion Securities Limited. Mr Quigley is also the Chief Financial Officer and Treasurer of ETF Securities USA LLC. Previously, Mr Quigley held senior management positions in investment banking where he was a Managing Director at ING Barings Investment Banking and, prior to that, at Close Brothers Corporate Finance in London. More recently, he was a Director of Terra Firma Capital Partners, the private equity firm, and a Managing Director at W.P. Carey & Co LLC, the asset management firm. He is a Chartered Accountant and a member of the Institute of Chartered Accountants of England and Wales having trained with Price Waterhouse in London. Mr Quigley holds an MA in Physics from Oxford University, England.

***Graeme Ross — Non-Executive Director***

Mr Ross graduated from Abertay University in 1980 and joined Arthur Young McClelland Moores in Perth, Scotland. He qualified as a chartered accountant in 1984 and joined KPMG Peat Marwick's practice in Jersey shortly afterwards. Mr Ross joined the Jersey practice of Rawlinson & Hunter in 1986 as a manager in the fund administration division. In 1994 he was admitted to the Jersey partnership. Mr Ross has been the managing director of R&H Fund Services (Jersey) Limited since 1996 and has in-depth knowledge and experience of the fund management industry and in particular retail funds. He has worked in the offshore fund management industry for 25 years and also served as a committee member of the Jersey Fund Managers Association for three years. As a director of R&H Fund Services (Jersey) Limited, Mr Ross maintains the day to day operations in Jersey of the Issuer and of Gold Bullion Securities Limited, ETFS Metal Securities, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited and ETFS Industrial Metal Securities Limited (he is a non-executive director of each of those companies and of ETF Securities Limited, ManJer and HoldCo).

***Craig Stewart — Non-Executive Director***

Mr Stewart graduated from Edinburgh University in 1987 with a degree in Politics and worked in commercial roles for two blue chip companies headquartered in London. In 1993, he joined Arthur Andersen's Audit and Business Advisory practice in Jersey and qualified as a chartered accountant in 1997. He has specialised in the investment fund sector and been particularly involved with retail, institutional and private equity funds. In 1997, he was promoted to manager with sole responsibility for Andersen's asset management clients in European offshore jurisdictions. He was also the manager on a significant number of consulting assignments including controls reviews, operational reviews, due diligence projects, benchmarking studies and forensic investigations. In April 2000, he joined Rawlinson & Hunter's fund administration division and in January 2001 he was promoted to Director of R&H Fund Services (Jersey) Limited. He was admitted to the partnership of Rawlinson & Hunter, Jersey, in 2003. Mr Stewart has worked in the offshore fund management industry for over 18 years and also served as a committee member of the Jersey Fund Managers Association for three years. Mr Stewart is also a non-executive director of ETF Securities Limited, ManJer, HoldCo, Gold Bullion Securities Limited, ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited and ETFS Industrial Metal Securities Limited.

***R&H Fund Services (Jersey) Limited — Company Secretary***

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability whose issued and paid up share capital is £25,000. It is not involved in any other business activities other than that of acting as manager and administrator of collective investment schemes and is a wholly owned subsidiary of Rawlinson & Hunter in Jersey. The directors of R&H Fund Services (Jersey) Limited are:

Graeme David Ross  
Craig Andrew Stewart  
Hilary Patricia Jones

***Conflicts of Interest***

The Directors of the Issuer (other than Tom Quigley) are also directors of ManJer, a provider of services to the Issuer and all of the Directors are also directors of HoldCo, the sole shareholder of the Issuer. Mr Ross and Mr Stewart are also directors of R&H Fund Services (Jersey) Limited, the secretary of the Issuer. While these roles could potentially lead to conflicts of interest, the Directors do not believe there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties which they have.

Save as specifically stated herein, none of the principal activities performed by the Directors outside the Issuer are significant with respect to the Issuer and they have no interests that are material to the Programme.

**Further Information**

Information regarding taxation in the United Kingdom, Jersey, Austria, Denmark, Finland, France, Germany, Italy, the Netherlands, Portugal, Spain and Sweden in respect of the Programme and Commodity Securities is set out in Part 11 (*Additional Information*). If an investor is in any doubt about the tax position, it should consult a professional adviser.

Your attention is drawn to the remainder of this document which contains further information relating to the Programme and Micro and Commodity Securities.

## PART 2

### DOW JONES — UBS COMMODITY INDICES

#### Dow Jones — UBS Commodity Index and Sub-Indices

All Commodity Securities will be priced off Individual Commodity Indices published by CME Indexes. These indices are constructed and published pursuant to a joint arrangement between UBS Securities and CME Indexes. The DJ-UBS Commodity Indices and their sub-indices (including the Individual Commodity Indices) are published on CME Indexes' website at <http://www.djindexes.com/ubs/index.cdfm>.

The website provides simulated historical values of each of the indices on a daily basis from the beginning of 1991, save that in the cases of the Cocoa, Lead, Platinum and Tin Commodity Indices the information was available only from March 2008 and, in the cases of the Brent Crude and Gas Oil Commodity Indices, only from December 2011. The data file is updated each day and is provided in Excel format, enabling users to calculate historic performance and volatility.

The methodology used to calculate these indices is set out in the DJ-UBS CI<sup>SM</sup> Handbook, which at the date of this prospectus is available at the above website and also at: <http://www.djindexes.com/commodity>. The DJ-UBS Commodity Indices are widely followed indices which in the case of the DJ-UBS CI<sup>SM</sup>, and the Individual Commodity Indices for the commodities included therein, has been published since 1998, with simulated historical data calculated back to January 1991 and in the case of the DJ-UBS CI-F3<sup>SM</sup>, and the 3-month forward Individual Commodity Indices for the commodities included therein, has been published since July 2006, with simulated historical data calculated back to 1991. The cocoa Individual Commodity Index has been published since February 2006, the lead, platinum and tin Individual Commodity Indices have been published since March 2008 and the Brent Crude and Gas Oil Individual Commodity Indices have been published since December 2011, with simulated historical data calculated back to 1991. At the beginning of 1991 each index started at 100 and is increased or decreased each day pursuant to the calculation methodology set out in the DJ-UBS CI<sup>SM</sup> Handbook by reference to prices of the relevant constituent futures contracts. Consequently the Individual Commodity Indices are excess return indices.

The same input components used for DJ-UBS Commodity Indices are also used by UBS Securities and CME Indexes to construct indices representing smaller groups of commodities and the Individual Commodity Indices. Cocoa, Lead, Platinum, Tin, Brent Crude and Gas Oil are not currently included in the DJ-UBS Commodity Indices.

A Supervisory Committee reviews and approves (in consultation with an Advisory Committee comprising persons drawn from the financial and academic communities) amendments to the DJ-UBS CI<sup>SM</sup> Handbook, which sets out the procedures for determining, amongst other things:

- the commodities to be included in the DJ-UBS Commodity Indices;
- the Exchanges and the Designated Contracts to be used to price each Individual Commodity Index;
- the Roll Period for each Designated Contract;
- the weighting of each commodity in the DJ-UBS Commodity Indices;
- determining when a Market Disruption Event occurs and the consequences of such;
- the formulae to calculate each index; and
- changes to any of the above.

Any changes implemented by the Supervisory Committee which are reflected in the DJ-UBS CI<sup>SM</sup> Handbook and which affect the Individual Commodity Indices will be notified to Security Holders through an RIS made as soon as practical after the change is notified to the Issuer.

## Composition and Weightings

The weightings of the components in the DJ-UBS CI<sup>SM</sup>, and hence in the composite sub-indices, are subject to change periodically. Apart from changes to the weightings, there can be changes to the actual commodities and Designated Contracts included in the DJ-UBS CI<sup>SM</sup>. At present there are 23 commodities eligible for inclusion in the DJ-UBS CI<sup>SM</sup> but four of those commodities (cocoa, lead, platinum and tin) are currently not included in the DJ-UBS CI<sup>SM</sup>. CME Indexes in conjunction with Dow Jones also calculates and CME Indexes publishes Individual Commodity Indexes for five other commodities (Brent crude oil, gas oil, soybean meal, orange juice and feeder cattle) not currently eligible for inclusion in the DJ-UBS CI<sup>SM</sup> and has announced that with effect from January 2012 Brent crude oil will be included in the DJ-UBS CI<sup>SM</sup>. The same commodities and unit weightings as are used in the DJ-UBS CI<sup>SM</sup> are also used in the DJ-UBS CI-F3<sup>SM</sup> and hence in the composite 3-month forward sub-indices.

A complete description of the procedures involved in recalculating the composition of the DJ-UBS Commodity Indices each year is set out in the Handbook and the appendices thereto. As part of those procedures, the following diversification rules are applied in determining the Commodity Index Percentages (CIPs), i.e. the weights, in the DJ-UBS CI<sup>SM</sup>:

- no single commodity may constitute less than 2 per cent. or more than 15 per cent. of the Index;
- no single commodity, together with its derivatives (e.g., crude oil, together with heating oil and gasoline), may constitute more than 25 per cent. of the Index; and
- no related group of commodities (e.g., energy, precious metals, livestock or grains) may constitute more than 33 per cent. of the Index.

The DJ-UBS Commodity Indices are re-balanced annually on a price percentage basis, within the confines of the above parameters, and each sub-index is rebalanced proportionally (without any further limitations on the weights). Once approved by the Supervisory Committee, the target composition of the revised Index is announced in July and takes effect the following January. At the time of a rebalancing of the DJ-UBS CI<sup>SM</sup>, it is possible that additional commodities not presently represented in the DJ-UBS CI<sup>SM</sup> will be added, or that one or more commodities presently represented will be removed.

Whenever the DJ-UBS Commodity Indices are rebalanced, the corresponding Index Securities will also be Rebalanced as explained in Part 3 (*Description of Commodity Securities*) under the heading "Rebalancing of Index Securities".

## Designated Contracts

For each commodity included in the DJ-UBS CI<sup>SM</sup> a particular futures contract on a futures exchange is selected and for that contract, certain designated contract months are selected. For most of the commodities the Designated Contract is a futures contract traded on various exchanges in the United States, with the balance being futures contracts traded on the LME in London. Within each Designated Contract, there are a number of futures contracts for delivery in different months. Not all of them are used for the calculation of the DJ-UBS CI<sup>SM</sup>. Rather, a number of Designated Month Contracts are selected, and intermediate futures contracts are ignored for the purposes of this calculation. This reduces the number of Roll Periods required for each commodity while still enabling pricing to be based on one of the more liquid near month contracts.

The Designated Contracts, and Designated Month Contracts, for each of the 23 commodities currently eligible for inclusion in the DJ-UBS CI<sup>SM</sup>, and for Brent crude oil and gas oil, are currently as follows:

**Table 2a — Designated Contracts and Designated Month Contracts**

Commodity	Relevant		Designated Month Contracts <sup>(1)</sup>						
	Exchange	Designated Contract and (Exchange Code)	Jan	Mar	May	Jul	Sep	Nov	Dec
Natural Gas	NYMEX <sup>(4)</sup>	Henry Hub Natural Gas (NG)	Jan	Mar	May	Jul	Sep	Nov	
Crude Oil <sup>(5)</sup>	NYMEX <sup>(4)</sup>	Light, Sweet Crude Oil (CL)	Jan	Mar	May	Jul	Sep	Nov	
Gasoline	NYMEX <sup>(4)</sup>	RBOB Gasoline (RB)	Jan	Mar	May	Jul	Sep	Nov	
Heating Oil	NYMEX <sup>(4)</sup>	Heating Oil (HO)	Jan	Mar	May	Jul	Sep	Nov	
Aluminium	LME	High Grade Primary Aluminium (AL)	Jan	Mar	May	Jul	Sep	Nov	
Copper	COMEX <sup>(4)</sup>	Copper (HG)	Mar	May	Jul	Sep	Dec		
Zinc	LME	Special High Grade Zinc (ZN)	Jan	Mar	May	Jul	Sep	Nov	
Nickel	LME	Primary Nickel (NI)	Jan	Mar	May	Jul	Sep	Nov	
Gold	COMEX <sup>(4)</sup>	Gold (GC)	Feb	Apr	Jun	Aug	Dec		
Silver	COMEX <sup>(4)</sup>	Silver (SI)	Mar	May	Jul	Sep	Dec		
Live Cattle	CME <sup>(2)</sup>	Live Cattle (LC)	Feb	Apr	Jun	Aug	Oct	Dec	
Lean Hogs	CME <sup>(2)</sup>	Lean Hogs (LH)	Feb	Apr	Jun	Jul	Aug	Oct	Dec
Wheat	CBOT <sup>(2)</sup>	Wheat (W)	Mar	May	Jul	Sep	Dec		
Corn	CBOT <sup>(2)</sup>	Corn (C)	Mar	May	Jul	Sep	Dec		
Soybeans	CBOT <sup>(2)</sup>	Soybeans (S)	Mar	May	Jul	Nov	Jan		
Sugar	NYBOT <sup>(3)</sup>	World Sugar No. 11 (SB)	Mar	May	Jul	Oct			
Cotton	NYBOT <sup>(3)</sup>	Cotton (CT)	Mar	May	Jul	Dec			
Coffee	NYBOT <sup>(3)</sup>	Coffee "C" (KC)	Mar	May	Jul	Sep	Dec		
Soybean Oil	CBOT <sup>(2)</sup>	Soybean Oil (BO)	Mar	May	Jul	Dec	Jan		
Cocoa	NYBOT <sup>(3)</sup>	Cocoa (CC)	Mar	May	Jul	Sep	Dec		
Lead	LME	Refined Standard Lead (LL)	Jan	Mar	May	Jul	Sep	Nov	
Platinum	NYMEX <sup>(4)</sup>	Platinum (PL)	Jan	Apr	Jul	Oct			
Tin	LME	Refined Tin (LT)	Jan	Mar	May	Jul	Sep	Nov	
Brent Crude	ICE	Brent Crude Oil (CL)	Jan	Mar	May	Jul	Sep	Nov	
Gas Oil	ICE	Gas Oil (QS)	Jan	Mar	May	Jul	Sep	Nov	

(1) The contract months are as named by the Exchange in question, irrespective of the particular delivery dates

(2) Chicago Board of Trade and Chicago Mercantile Exchange merged in 2007

(3) ICE Futures U.S.

(4) The New York Mercantile Exchange, Inc, merged with CME Group in 2008

(5) To be renamed WTI Crude Oil effective 2 January 2012

For the DJ-UBS CI-F3<sup>SM</sup> the designated month contracts are exactly the same as for the DJ-UBS CI<sup>SM</sup> save that for the DJ-UBS CI-F3<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the DJ-UBS CI<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the DJ-UBS CI-F3<sup>SM</sup>. The current Lead Future contracts for the DJ-UBS CI<sup>SM</sup> are shown in Table 2(b). For each month of the year, a Designated Contract is used as the Lead Contract in calculating the various DJ-UBS Commodity Indices<sup>SM</sup>. The month of the year is shown across the top row. The relevant Individual Commodity Index is shown along the left hand side. The months in the body of the table indicate the specific Lead Contract to apply in each month labelled at the top of each column. If today is 2 April 2011, then the Lead Contract for the DJ-UBS CI Natural Gas Index<sup>SM</sup> is the Natural Gas contract for delivery in May 2011. The Lead Contract for the DJ-UBS CI Natural Gas 3 Months Forward Index<sup>SM</sup> is therefore the Lead Contract which will be the Lead Contract for the DJ-UBS CI Natural Gas Index<sup>SM</sup> in July 2011, which is the Natural Gas contract for delivery in September 2011.

**Table 2b — Lead Futures for DJ-UBS CI<sup>SM</sup>**

Commodity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Natural Gas	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Crude Oil*	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Unleaded Gas	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Heating Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Live Cattle	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Oct	Oct	Dec	Dec	Feb
Lean Hogs	Feb	Apr	Apr	Jun	Jun	Jul	Aug	Oct	Oct	Dec	Dec	Feb
Wheat	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Corn	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Soybeans	Mar	Mar	May	May	Jul	Jul	Nov	Nov	Nov	Nov	Jan	Jan
Soybean Oil	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Jan	Jan
Aluminium	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Copper	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Zinc	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Nickel	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Lead	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Tin	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Gold	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Dec	Dec	Dec	Dec	Feb
Silver	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Platinum	Apr	Apr	Apr	Jul	Jul	Jul	Oct	Oct	Oct	Jan	Jan	Jan
Sugar	Mar	Mar	May	May	Jul	Jul	Oct	Oct	Oct	Mar	Mar	Mar
Cotton	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Dec	Mar
Coffee	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Cocoa	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Brent Crude	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan	Mar
Gas Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan

\* To be renamed WTI Crude Oil effective 2 January 2012

The termination or replacement of a futures contract on an established exchange occurs infrequently. If a Designated Contract were to be terminated or replaced, a comparable futures contract would be selected, if available, to replace that Designated Contract.

### Roll Process

The DJ-UBS Commodity Indices and the composite sub-indices are calculated each General Trading Day, using the Settlement Prices of near dated futures contracts.

Because futures contracts expire periodically, the DJ-UBS Commodity Indices calculations must change from using one futures contract (the “**Lead Future**”) to using a subsequent futures contract (the “**Next Future**”). This process is called “rolling”, and normally happens proportionally over a five day period (the “**Roll Period**”), on the sixth, seventh, eighth, ninth and tenth General Trading Days of a month but only if that day and the prior General Trading Day is a Pricing Day for the relevant commodity. If not, the change for the relevant commodity is deferred until the next following Pricing Day, and implemented in addition to the change which would otherwise be implemented on that day.

The current Designated Month Contracts are listed above in the far right column of Table 2a.

For the DJ-UBS CI<sup>SM</sup>, a contract is the Lead Future in the month prior to its named month (so that for Natural Gas, the January contract is the Lead Future in December) and in any earlier months, as required (so that the January contract is also the Lead Future for Natural Gas in November). Pricing is rolled from the Lead Future to the Next Future in the month prior to its named month (so that pricing for Natural Gas rolls in early December from the January contract to the March contract).

For the DJ-UBS CI-F3<sup>SM</sup> the process is similar save that the contracts that would be the Lead Future and Next Future for the DJ-UBS CI<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the DJ-UBS CI-F3<sup>SM</sup>.

As can be seen in Table 2(a) and 2(b), not all commodities have the same named months or number of Designated Month Contracts. Consequently, the commodities to be rolled each month will vary from month to month.

### **Market Disruption Days**

If a Market Disruption Day occurs in the Relevant Market for an Individual Commodity Index, that Individual Commodity Index may or may not be calculated and published by CME Indexes on that day. Irrespective of whether an Individual Commodity Index is so published by CME Indexes, that day will not be a Pricing Day for purposes of pricing the relevant class of Micro Security. If there are five or more consecutive Market Disruption Days, then on each subsequent Market Disruption Day (up to a maximum continuous period of 30 days (each Trading Day during that period being a Pricing Day)) the Calculation Agent will calculate and publish a substitute value for the Individual Commodity Index and those days will be Pricing Days. If the relevant disruption is continuing on the expiry of that period, the Issuer and the Calculation Agent will negotiate to agree a replacement for that Individual Commodity Index. Failing agreement within a further period of 30 days, the Issuer may exercise its right to redeem the relevant Micro Securities and/or Commodity Securities.

### **Simulated Historic Investment Returns**

Tables 3(a) and 3(b) show simulated historical investment returns for calendar years 1991 to 2010 inclusive and for the period 1 January 2011 to 30 March 2011 from an investment in Individual Securities and Forward Individual Securities.

In the table the figure given for the "Multiplier" is the Multiplier as at the end of the year assuming the first securities were issued on 1 January 1991 and that the Management Fee, Licence Allowance and Spread remained the same as at the date of this Prospectus throughout this period, the figure given for the "Index Value" is the value of the Individual Commodity Index as at the end of the year, the figure given for the "Index Return" is the percentage change in the Individual Commodity Index during the relevant year, the figure given for the "Individual Security Value" is the Price of the Individual Security as at the end of the year and the figure given for "Individual Security Return" is the percentage change in the Price of the Individual Security during the relevant year. The Compound Annual Return column has been calculated for the period from 1 January 1991 to 30 March 2011.

The period shown includes all data made available by CME Indexes Indexes and simulated back to 1 January 1991. These tables do not constitute a forecast. Past performance is not an indication of expected performance and the investment performance of a Commodity Security could be volatile and the return for Commodity Securities may differ from the simulated historical returns.

Historical data enabling users to calculate historic performance and volatility is published on the website of CME Indexes (<http://www.djindexes.com/commodity/?go=index-data>).

**Table 3a — Simulated Historical Investment Returns for Classic Individual Securities**

	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
<b>Multiplier</b>	1.0459	1.0728	1.0954	1.1330	1.1866	1.2371	1.2901	1.3416	1.3929	1.4640	1.5013
<b>Individual Commodity Indices:</b>											
<b>Natural Gas</b>											
Index value	66	98	103	66	66	96	84	48	47	199	42
Index Return	-34%	49%	6%	-36%	-1%	47%	-12%	-43%	-1%	323%	-79%
Individual Security Value	6.9	10.5	11.3	7.5	7.8	11.9	10.9	6.4	6.6	29.1	6.3
Individual Security Return	-31%	52%	8%	-34%	3%	53%	-9%	-41%	2%	344%	-78%
<b>Crude Oil</b>											
Index value	86	89	58	73	89	177	119	59	125	167	125
Index Return	-14%	3%	-34%	25%	22%	98%	-32%	-50%	111%	33%	-25%
Individual Security Value	9.0	9.5	6.4	8.3	10.6	21.9	15.4	8.0	17.5	24.4	18.8
Individual Security Return	-10%	6%	-33%	30%	27%	107%	-29%	-48%	119%	40%	-23%
<b>Brent</b>											
Index value	81	87	57	69	80	141	106	53	127	165	145
Index Return	-19%	6%	-34%	21%	16%	75%	-25%	-50%	141%	30%	-12%
Individual Security Value	8.5	9.3	6.3	7.8	9.5	17.4	13.6	7.1	17.7	24.2	21.8
Individual Security Return	-15%	9%	-33%	25%	22%	83%	-22%	-48%	150%	37%	-10%
<b>Unleaded Gas</b>											
Index value	100	95	63	71	91	138	116	62	110	168	136
Index Return	0%	-5%	-34%	13%	29%	52%	-16%	-46%	78%	52%	-19%
Individual Security Value	10.4	10.2	6.8	8.0	10.8	17.1	15.0	8.3	15.4	24.6	20.4
Individual Security Return	4%	-2%	-33%	17%	35%	58%	-13%	-44%	84%	60%	-17%
<b>Heating Oil</b>											
Index value	83	86	60	68	74	125	86	42	71	117	78
Index Return	-17%	4%	-31%	14%	8%	70%	-31%	-51%	68%	65%	-34%
Individual Security Value	8.7	9.3	6.5	7.7	8.7	15.5	11.1	5.7	9.9	17.2	11.7
Individual Security Return	-13%	6%	-29%	18%	13%	77%	-28%	-49%	75%	73%	-32%
<b>Gas Oil</b>											
Index value	87	92	71	69	77	131	91	43	83	114	83
Index Return	-13%	6%	-23%	-2%	11%	71%	-31%	-52%	92%	37%	-27%
Individual Security Value	9.1	9.9	7.8	7.8	9.1	16.3	11.7	5.8	11.6	16.7	12.4
Individual Security Return	-9%	8%	-22%	1%	16%	79%	-28%	-50%	99%	44%	-26%
<b>Aluminium</b>											
Index value	67	67	56	93	75	63	61	46	57	53	44
Index Return	-33%	1%	-17%	66%	-19%	-16%	-3%	-25%	24%	-7%	-17%
Individual Security Value	7.0	7.2	6.1	10.5	8.9	7.8	7.9	6.2	7.9	7.8	6.6
Individual Security Return	-30%	3%	-15%	72%	-15%	-13%	1%	-22%	28%	-2%	-14%
<b>Copper</b>											
Index value	89	94	72	124	127	121	104	85	102	95	71
Index Return	-11%	6%	-23%	71%	2%	-5%	-14%	-18%	20%	-7%	-26%
Individual Security Value	9.3	10.1	7.9	14.0	15.0	14.9	13.4	11.4	14.2	13.9	10.6
Individual Security Return	-7%	9%	-21%	77%	7%	-1%	-10%	-15%	25%	-2%	-24%
<b>Zinc</b>											
Index value	92	96	86	89	71	67	74	57	73	61	43
Index Return	-8%	4%	-11%	4%	-20%	-5%	9%	-22%	27%	-17%	-30%
Individual Security Value	9.6	10.3	9.4	10.0	8.5	8.3	9.5	7.7	10.2	8.9	6.4
Individual Security Return	-4%	7%	-9%	7%	-16%	-1%	14%	-19%	32%	-13%	-28%
<b>Nickel</b>											
Index value	86	68	58	92	77	59	53	33	67	61	53
Index Return	-14%	-21%	-15%	60%	-16%	-23%	-11%	-37%	101%	-8%	-13%
Individual Security Value	9.0	7.3	6.3	10.5	9.2	7.3	6.8	4.5	9.3	9.0	8.0
Individual Security Return	-10%	-19%	-13%	66%	-12%	-20%	-8%	-34%	108%	-4%	-11%
<b>Lead</b>											
Index value	81	62	59	73	74	77	59	50	51	44	46
Index Return	-19%	-24%	-5%	25%	1%	4%	-23%	-16%	2%	-12%	4%
Individual Security Value	8.5	6.6	6.4	8.3	8.7	9.5	7.7	6.7	7.1	6.5	6.9
Individual Security Return	-15%	-22%	-3%	29%	6%	9%	-20%	-13%	6%	-8%	6%
<b>Tin</b>											
Index value	94	96	77	93	96	87	79	80	94	78	57
Index Return	-6%	1%	-19%	21%	4%	-10%	-9%	1%	18%	-17%	-27%
Individual Security Value	9.9	10.2	8.4	10.6	11.4	10.8	10.2	10.8	13.2	11.4	8.5
Individual Security Return	-1%	4%	-18%	25%	8%	-6%	-5%	22%	-13%	-25%	-13%
<b>Gold</b>											
Index value	86	79	90	84	81	74	57	54	52	47	46
Index Return	-14%	-9%	15%	-6%	-4%	-8%	-24%	-4%	-3%	-11%	-1%
Individual Security Value	9.0	8.4	9.9	9.6	9.6	9.2	7.3	7.3	7.3	6.8	6.9
Individual Security Return	-10%	-7%	17%	-3%	1%	-4%	-21%	0%	0%	-6%	1%
<b>Silver</b>											
Index value	88	79	106	96	96	83	99	81	86	70	66
Index Return	-12%	-10%	34%	-9%	0%	-13%	18%	-17%	6%	-19%	-5%
Individual Security Value	9.2	8.5	11.6	10.9	11.4	10.3	12.7	10.9	12.0	10.3	10.0
Individual Security Return	-8%	-7%	37%	-6%	5%	-10%	23%	-14%	10%	-15%	-3%
<b>Platinum</b>											
Index value	79	82	92	95	90	81	81	81	97	155	130
Index Return	-21%	4%	13%	3%	-6%	-9%	0%	0%	19%	60%	-16%
Individual Security Value	8.2	8.8	10.1	10.7	10.6	10.0	10.5	10.9	13.5	22.7	19.5
Individual Security Return	-18%	7%	15%	6%	-1%	-5%	4%	4%	24%	68%	-14%
<b>Live Cattle</b>											
Index value	95	118	124	120	115	115	110	86	93	95	83
Index Return	-5%	24%	5%	-3%	-4%	0%	-4%	-22%	8%	3%	-13%
Individual Security Value	10.0	12.7	13.6	13.6	13.6	14.3	14.2	11.5	12.9	13.9	12.4
Individual Security Return	0%	27%	8%	0%	0%	5%	0%	-19%	12%	8%	-11%
<b>Lean Hogs</b>											
Index value	96	115	120	83	86	108	84	40	46	47	53
Index Return	-4%	19%	5%	-31%	4%	26%	-22%	-53%	17%	2%	11%
Individual Security Value	10.1	12.3	13.2	9.4	10.2	13.3	10.8	5.3	6.5	6.9	7.9
Individual Security Return	1%	22%	7%	-29%	8%	31%	-19%	-51%	22%	7%	14%
<b>Wheat</b>											
Index value	135	119	145	149	184	150	114	77	54	46	38
Index Return	35%	-12%	22%	3%	24%	-19%	-24%	-33%	-30%	-15%	-17%
Individual Security Value	14.1	12.8	15.9	16.9	21.8	18.5	14.7	10.3	7.5	6.7	5.7
Individual Security Return	41%	-9%	24%	6%	29%	-15%	-21%	-30%	-27%	-11%	-15%
<b>Corn</b>											
Index value	96	73	90	63	90	81	83	56	45	40	29
Index Return	-4%	-24%	23%	-30%	44%	-10%	2%	-32%	-21%	-11%	-28%
Individual Security Value	10.0	7.8	9.9	7.1	10.7	10.0	10.7	7.5	6.2	5.8	4.3
Individual Security Return	0%	-22%	26%	-28%	51%	-6%	7%	-29%	-18%	-6%	-26%
<b>Soybeans</b>											
Index value	89	86	104	82	99	93	110	90	71	71	58
Index Return	-11%	-3%	21%	-21%	20%	-6%	19%	-19%	-20%	-1%	-18%
Individual Security Value	9.3	9.2	11.4	9.3	11.7	11.5	14.2	12.0	9.9	10.4	8.8
Individual Security Return	-7%	-1%	23%	-18%	26%	-2%	24%	-16%	-17%	4%	-16%
<b>Sugar</b>											
Index value	111	117	126	164	168	191	210	127	96	157	129
Index Return	11%	6%	8%	31%	3%	14%	10%	-40%	-24%	63%	-18%
Individual Security Value	11.6	12.5	13.8	18.6	20.0	23.7	27.1	17.0	13.4	23.0	19.3
Individual Security Return	16%	8%	10%	35%	7%	19%	14%	-37%	-21%	72%	-16%
<b>Cotton</b>											
Index value	90	81	89	121	162	148	120	102	81	84	40
Index Return	-10%	-10%	10%	36%	34%	-9%	-19%	-14%	-21%	3%	-52%
Individual Security Value	9.4	6.7	9.8	13.7	19.3	18.3	15.4	13.8	11.3	12.2	6.0
Individual Security Return	-6%	-8%	12%	40%	41%	-5%	-16%	-11%	-18%	8%	-51%
<b>Coffee</b>											
Index value	75	61	46	101	57	85	183	154	149	62	33
Index Return	-25%	-18%	-25%	118%	-44%	51%	115%	-16%	-3%	-58%	-47%
Individual Security Value	7.8	6.6	5.1	11.4	6.7	10.5	23.6	20.7	20.8	9.1	5.0
Individual Security Return	-22%	-16%	-23%	125%	-41%	57%	124%	-12%	0%	-56%	-45%
<b>Soybean Oil</b>											
Index value	82	83	113	118	111	93	93	81	51	41	38
Index Return	-18%	2%	35%	5%	-7%	-16%	0%	-12%	-38%	-20%	-8%
Individual Security Value	8.6	9.0	12.4	13.4	13.1	11.5	12.0	10.9	7.1	6.0	5.6
Individual Security Return	-										



	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011*	Compound Annual Return**
<b>Multiplier</b>	1.5110	1.5116	1.5179	1.5521	1.6126	1.6705	1.6791	1.6652	1.6511	1.6369	2.4%
<b>Individual Commodity Indices:</b>											
<b>Natural Gas</b>											
Index value	58	73	54	82	23	18	11	5	3	2	-17.2%
Index Return	37%	26%	-26%	53%	-72%	-23%	-38%	-52%	-41%	-38%	
Individual Security Value	8.7	11.0	8.1	12.7	3.7	2.9	1.8	0.9	0.5	0.3	-15.2%
Individual Security Return	38%	26%	-26%	56%	-71%	-20%	-38%	-52%	-41%	-38%	
<b>Crude Oil</b>											
Index value	194	259	381	464	387	542	250	260	270	267	4.8%
Index Return	55%	33%	47%	22%	-17%	40%	-54%	4%	4%	-1%	
Individual Security Value	29.3	39.1	57.8	72.1	62.4	90.5	41.9	43.3	44.5	43.6	7.3%
Individual Security Return	56%	33%	48%	25%	-13%	45%	-54%	3%	3%	-2%	
<b>Brent</b>											
Index value	221	279	419	571	525	754	362	465	518	623	9.1%
Index Return	52%	27%	50%	36%	-8%	44%	-52%	28%	11%	20%	
Individual Security Value	33.4	42.2	63.5	88.6	84.7	126.0	60.9	77.5	85.5	102.0	11.7%
Individual Security Return	53%	27%	50%	39%	-4%	49%	-52%	27%	10%	19%	
<b>Unleaded Gas</b>											
Index value	202	269	333	455	330	481	183	319	360	416	7.0%
Index Return	49%	33%	24%	36%	-27%	46%	-62%	74%	13%	15%	
Individual Security Value	30.6	40.6	50.6	70.6	53.2	80.4	30.7	53.1	59.4	68.0	9.6%
Individual Security Return	50%	33%	24%	40%	-25%	51%	-62%	73%	12%	14%	
<b>Heating Oil</b>											
Index value	112	144	209	275	203	298	155	186	202	233	4.1%
Index Return	43%	29%	45%	32%	-26%	47%	-48%	20%	8%	16%	
Individual Security Value	16.9	21.7	31.7	42.7	32.8	49.8	26.0	31.0	33.3	38.2	6.6%
Individual Security Return	44%	29%	46%	35%	-23%	52%	-48%	19%	7%	15%	
<b>Gas Oil</b>											
Index value	113	148	238	323	283	423	212	259	286	353	6.2%
Index Return	37%	31%	61%	36%	-12%	49%	-50%	22%	10%	24%	
Individual Security Value	17.1	22.4	36.1	50.2	45.7	70.7	35.7	43.1	47.1	57.7	8.7%
Individual Security Return	38%	31%	62%	39%	-9%	55%	-50%	21%	9%	22%	
<b>Aluminium</b>											
Index value	42	50	62	71	85	69	41	54	57	47	-3.5%
Index Return	-4%	19%	22%	16%	19%	-19%	-41%	34%	5%	-18%	
Individual Security Value	6.4	7.6	9.4	11.1	13.7	11.5	6.8	9.1	9.4	7.7	-1.2%
Individual Security Return	-4%	19%	23%	18%	24%	-16%	-41%	33%	4%	-18%	
<b>Copper</b>											
Index value	72	104	148	231	335	349	161	370	479	377	6.5%
Index Return	2%	45%	42%	56%	45%	4%	-54%	130%	29%	-21%	
Individual Security Value	10.9	15.7	22.4	35.8	54.0	58.3	27.1	61.7	79.1	61.6	9.1%
Individual Security Return	2%	45%	43%	60%	51%	8%	-54%	128%	28%	-22%	
<b>Zinc</b>											
Index value	38	47	55	79	181	103	50	98	89	72	-1.6%
Index Return	-11%	24%	17%	45%	127%	-43%	-52%	98%	-9%	-20%	
Individual Security Value	5.7	7.1	8.3	12.3	29.1	17.1	8.3	16.3	14.7	11.7	0.8%
Individual Security Return	-10%	24%	17%	49%	136%	-41%	-51%	96%	-10%	-20%	
<b>Nickel</b>											
Index value	69	163	154	142	379	315	136	210	278	206	3.5%
Index Return	30%	136%	-6%	-8%	167%	-17%	-57%	55%	32%	-26%	
Individual Security Value	10.5	24.7	23.4	22.0	61.1	52.6	22.8	35.0	45.8	33.7	6.0%
Individual Security Return	31%	136%	-5%	-6%	178%	-14%	-57%	53%	31%	-27%	
<b>Lead</b>											
Index value	36	59	95	111	179	287	111	259	261	219	3.8%
Index Return	-22%	64%	61%	17%	61%	61%	-61%	133%	1%	-16%	
Individual Security Value	5.4	8.9	14.5	17.3	28.8	48.0	18.7	43.1	43.2	35.8	6.3%
Individual Security Return	-21%	65%	62%	19%	67%	67%	-61%	131%	0%	-17%	
<b>Tin</b>											
Index value	61	93	119	104	185	263	173	291	460	345	6.1%
Index Return	7%	53%	27%	-12%	77%	43%	-34%	69%	58%	-25%	
Individual Security Value	9.2	14.1	18.0	16.2	29.8	43.9	29.0	48.5	76.0	56.5	8.6%
Individual Security Return	8%	53%	28%	-10%	84%	48%	-34%	67%	57%	-26%	
<b>Gold</b>											
Index value	57	67	69	79	91	113	116	142	182	221	3.9%
Index Return	23%	18%	3%	14%	16%	24%	2%	23%	29%	21%	
Individual Security Value	8.6	10.1	10.5	12.2	14.7	18.9	19.4	23.6	30.1	36.2	6.3%
Individual Security Return	23%	18%	4%	16%	20%	29%	3%	22%	27%	20%	
<b>Silver</b>											
Index value	68	83	93	117	161	175	129	190	345	363	6.3%
Index Return	2%	22%	12%	25%	38%	9%	-27%	47%	82%	5%	
Individual Security Value	10.3	12.5	14.2	18.1	25.9	29.3	21.6	31.6	56.9	59.4	8.9%
Individual Security Return	3%	22%	13%	28%	43%	13%	-26%	46%	80%	4%	
<b>Platinum</b>											
Index value	168	243	268	305	345	448	272	419	499	425	7.2%
Index Return	30%	45%	10%	14%	13%	30%	-39%	54%	19%	-15%	
Individual Security Value	25.4	36.7	40.7	47.4	55.6	74.8	45.7	69.7	82.4	69.6	9.7%
Individual Security Return	30%	45%	11%	17%	17%	34%	-39%	53%	18%	-16%	
<b>Live Cattle</b>											
Index value	84	95	107	112	104	98	71	64	74	72	-1.6%
Index Return	1%	13%	12%	5%	-7%	-6%	-27%	-10%	15%	-3%	
Individual Security Value	12.7	14.4	16.2	17.5	16.8	16.4	12.0	10.7	12.2	11.7	0.8%
Individual Security Return	2%	13%	13%	8%	-4%	-3%	-27%	-11%	14%	-3%	
<b>Lean Hogs</b>											
Index value	36	28	39	34	29	20	14	11	11	11	-10.1%
Index Return	-31%	-24%	43%	-13%	-15%	-30%	-33%	-23%	0%	1%	
Individual Security Value	5.5	4.2	6.0	5.3	4.7	3.4	2.3	1.8	1.8	1.8	-8.0%
Individual Security Return	-31%	-24%	44%	-12%	-11%	-27%	-33%	-23%	-1%	0%	
<b>Wheat</b>											
Index value	38	40	28	25	30	46	28	21	25	16	-8.5%
Index Return	1%	4%	-30%	-9%	20%	52%	-39%	-26%	21%	-38%	
Individual Security Value	5.8	6.0	4.2	3.9	4.9	7.7	4.7	3.5	4.1	2.5	-6.3%
Individual Security Return	1%	4%	-30%	-7%	25%	58%	-39%	-27%	20%	-39%	
<b>Corn</b>											
Index value	28	27	19	15	21	21	16	14	19	18	-8.0%
Index Return	-4%	-4%	-29%	-18%	40%	-2%	-23%	-10%	30%	-7%	
Individual Security Value	4.2	4.0	2.8	2.4	3.4	3.5	2.7	2.4	3.1	2.9	-5.8%
Individual Security Return	-3%	-4%	-29%	-17%	45%	1%	-23%	-11%	29%	-8%	
<b>Soybeans</b>											
Index value	81	124	106	111	109	168	130	160	216	170	2.6%
Index Return	39%	53%	-15%	4%	-2%	54%	-22%	23%	35%	-21%	
Individual Security Value	12.2	18.7	16.1	17.2	17.5	28.1	21.9	26.7	35.6	27.8	5.0%
Individual Security Return	40%	53%	-14%	7%	2%	60%	-22%	22%	34%	-22%	
<b>Sugar</b>											
Index value	171	135	166	240	170	145	114	213	264	241	4.3%
Index Return	33%	-21%	22%	45%	-29%	-15%	-21%	86%	24%	-9%	
Individual Security Value	25.8	20.5	25.2	37.2	27.4	24.2	19.2	35.5	43.5	39.4	6.8%
Individual Security Return	33%	-21%	23%	48%	-26%	-12%	-21%	84%	23%	-9%	
<b>Cotton</b>											
Index value	46	55	31	30	25	24	13	18	35	28	-5.9%
Index Return	14%	19%	-44%	-2%	-19%	-2%	-44%	30%	98%	-20%	
Individual Security Value	7.0	8.3	4.6	4.7	4.0	4.0	2.3	2.9	5.7	4.5	-3.7%
Individual Security Return	15%	19%	-44%	1%	-15%	1%	-43%	29%	96%	-21%	
<b>Coffee</b>											
Index value	33	29	38	34	34	32	23	25	42	39	-4.4%
Index Return	-1%	-13%	34%	-12%	1%	-6%	-27%	10%	67%	-8%	
Individual Security Value	5.0	4.3	5.8	5.2	5.5	5.3	3.9	4.2	7.0	6.4	-2.1%
Individual Security Return	-1%	-13%	34%	-10%	5%	-3%	-27%	9%	65%	-9%	
<b>Soybean Oil</b>											
Index value	49	65	54	53	65	98	61	70	93	77	-1.3%
Index Return	30%	33%	-16%	-2%	21%	52%	-37%	14%	34%	-18%	
Individual Security Value	7.4	9.8	8.2	8.3	10.4	16.4	10.3	11.7	15.4	12.5	1.1%
Individual Security Return	31%	3									

**Table 3b — Simulated Historical Investment Returns for Forward Individual Securities**

	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
<b>Multiplier</b>	1.0447	1.0699	1.0908	1.1265	1.1781	1.2264	1.2770	1.3260	1.3746	1.4427	1.4772
<b>Individual Commodity Indices:</b>											
<b>Natural Gas</b>											
Index value	75	92	106	90	86	127	175	150	174	460	198
Index Return	-25%	23%	15%	-15%	-5%	48%	38%	-14%	16%	164%	-57%
Individual Security Value	7.8	9.8	11.5	10.2	10.1	15.5	22.3	19.9	23.9	66.4	29.2
Individual Security Return	-22%	26%	18%	-12%	-1%	54%	44%	-11%	20%	177%	-56%
<b>Crude Oil</b>											
Index value	88	92	66	75	81	125	102	59	121	168	151
Index Return	-12%	4%	-29%	14%	8%	55%	-19%	-42%	103%	39%	-10%
Individual Security Value	9.2	9.8	7.2	8.4	9.5	15.3	13.0	7.9	16.6	24.2	22.4
Individual Security Return	-8%	7%	-27%	17%	13%	61%	-15%	-39%	111%	46%	-8%
<b>Brent</b>											
Index value	82	89	66	75	78	116	98	55	114	148	135
Index Return	-18%	9%	-26%	14%	4%	48%	-16%	-44%	108%	30%	-9%
Individual Security Value	8.5	9.5	7.2	8.5	9.2	14.2	12.5	7.3	15.7	21.3	19.9
Individual Security Return	-15%	11%	-25%	18%	9%	54%	-12%	-42%	116%	36%	-7%
<b>Unleaded Gas</b>											
Index value	98	100	73	80	85	126	111	74	127	190	169
Index Return	-2%	2%	-27%	10%	7%	48%	-12%	-33%	72%	50%	-11%
Individual Security Value	10.3	10.7	7.9	9.0	10.0	15.5	14.2	9.8	17.5	27.4	24.9
Individual Security Return	3%	4%	-26%	13%	12%	54%	-8%	-31%	78%	57%	-9%
<b>Heating Oil</b>											
Index value	88	97	72	75	76	111	91	53	91	141	114
Index Return	-12%	10%	-26%	4%	1%	46%	-19%	-42%	73%	55%	-19%
Individual Security Value	9.2	10.4	7.9	8.5	9.0	13.7	11.6	7.0	12.5	20.3	16.9
Individual Security Return	-8%	13%	-24%	7%	6%	52%	-15%	-40%	79%	63%	-17%
<b>Gas Oil</b>											
Index value	83	91	71	71	71	101	83	45	81	116	98
Index Return	-17%	10%	-22%	-1%	0%	42%	-18%	-46%	80%	44%	-15%
Individual Security Value	8.7	9.8	7.8	8.0	8.4	12.4	10.5	5.9	11.1	16.7	14.5
Individual Security Return	-13%	12%	-20%	2%	5%	48%	-15%	-44%	87%	51%	-13%
<b>Aluminium</b>											
Index value	68	69	57	97	85	72	70	54	68	64	54
Index Return	-32%	1%	-17%	69%	-12%	-16%	-2%	-24%	27%	-6%	-15%
Individual Security Value	7.1	7.4	6.2	10.9	10.0	8.8	9.0	7.1	9.3	9.2	8.0
Individual Security Return	-29%	4%	-16%	75%	-8%	-12%	2%	-21%	31%	-1%	-13%
<b>Copper</b>											
Index value	90	96	74	122	127	117	105	87	107	102	78
Index Return	-10%	7%	-22%	64%	4%	-7%	-10%	-17%	22%	-4%	-24%
Individual Security Value	9.4	10.2	8.1	13.8	14.9	14.4	13.4	11.6	14.7	14.8	11.5
Individual Security Return	-6%	9%	-21%	70%	8%	-4%	-7%	-14%	27%	1%	-22%
<b>Zinc</b>											
Index value	88	87	78	83	70	67	72	57	75	65	46
Index Return	-12%	-2%	-11%	7%	-16%	-4%	7%	-21%	31%	-13%	-29%
Individual Security Value	9.2	9.3	8.5	9.4	8.2	8.2	9.2	7.5	10.3	9.3	6.8
Individual Security Return	-8%	1%	-9%	11%	-12%	0%	12%	-18%	36%	-9%	-28%
<b>Nickel</b>											
Index value	87	70	59	96	83	65	58	37	77	69	59
Index Return	-13%	-20%	-15%	62%	-13%	-22%	-10%	-36%	106%	-9%	-15%
Individual Security Value	9.1	7.5	6.5	10.8	9.8	7.9	7.4	4.9	10.5	10.0	8.7
Individual Security Return	-9%	-18%	-14%	67%	-9%	-19%	-7%	-33%	113%	-5%	-13%
<b>Gold</b>											
Index value	86	78	89	85	81	74	56	54	52	47	46
Index Return	-14%	-10%	15%	-6%	-5%	-8%	-25%	-4%	-3%	-10%	-2%
Individual Security Value	9.0	8.3	9.8	9.5	9.5	9.1	7.1	7.1	7.2	6.8	6.8
Individual Security Return	-10%	-7%	17%	-2%	0%	-4%	-21%	0%	1%	-6%	1%
<b>Silver</b>											
Index value	87	79	104	96	95	83	98	82	88	72	68
Index Return	-13%	-10%	33%	-8%	0%	-13%	18%	-17%	7%	-17%	-6%
Individual Security Value	9.1	8.4	11.4	10.8	11.2	10.2	12.5	10.8	12.0	10.4	10.1
Individual Security Return	-9%	-8%	36%	-5%	4%	-9%	23%	-13%	11%	-13%	-3%
<b>Live Cattle</b>											
Index value	96	114	118	114	113	120	113	95	100	101	92
Index Return	-4%	19%	3%	-3%	-1%	6%	-6%	-16%	6%	0%	-9%
Individual Security Value	10.0	12.2	12.9	12.9	13.3	14.8	14.4	12.6	13.8	14.5	13.6
Individual Security Return	0%	22%	5%	0%	3%	11%	-2%	-13%	10%	5%	-6%
<b>Lean Hogs</b>											
Index value	89	97	120	103	117	143	133	79	80	93	110
Index Return	-11%	9%	24%	-15%	14%	23%	-8%	-41%	2%	16%	19%
Individual Security Value	9.3	10.4	13.1	11.6	13.7	17.6	16.9	10.5	11.0	13.4	16.3
Individual Security Return	-7%	12%	26%	-12%	19%	28%	-4%	-38%	5%	22%	21%
<b>Wheat</b>											
Index value	131	127	143	157	218	186	167	121	89	79	66
Index Return	31%	-3%	12%	10%	39%	-15%	-10%	-28%	-27%	-10%	-17%
Individual Security Value	13.7	13.6	15.6	17.7	25.7	22.9	21.3	16.0	12.2	11.5	9.7
Individual Security Return	37%	-1%	14%	14%	45%	-11%	-7%	-25%	-24%	-6%	-15%
<b>Corn</b>											
Index value	99	80	98	76	110	100	103	74	61	57	42
Index Return	-1%	-19%	23%	-23%	45%	-9%	3%	-28%	-19%	-6%	-26%
Individual Security Value	10.4	8.6	10.7	8.6	12.9	12.3	13.2	9.9	8.3	8.2	6.2
Individual Security Return	4%	-17%	25%	-20%	51%	-5%	8%	-25%	-16%	-2%	-24%
<b>Soybeans</b>											
Index value	88	83	99	79	97	89	100	78	63	63	49
Index Return	-12%	-5%	18%	-20%	23%	-9%	13%	-22%	-19%	-1%	-21%
Individual Security Value	9.2	8.9	10.8	8.9	11.5	10.9	12.7	10.4	8.7	9.0	7.3
Individual Security Return	-8%	-3%	21%	-17%	29%	-5%	17%	-19%	-16%	4%	-19%
<b>Sugar</b>											
Index value	99	94	131	198	165	185	206	123	90	134	113
Index Return	-1%	-5%	39%	51%	-16%	12%	12%	-40%	-27%	49%	-15%
Individual Security Value	10.3	10.0	14.3	22.3	19.5	22.6	26.3	16.3	12.4	19.3	16.7
Individual Security Return	3%	-2%	42%	56%	-12%	16%	16%	-38%	-24%	56%	-13%
<b>Cotton</b>											
Index value	99	87	98	130	154	151	129	106	87	103	53
Index Return	-1%	-12%	12%	33%	19%	-2%	-14%	-18%	-18%	19%	-49%
Individual Security Value	10.4	9.3	10.7	14.7	18.2	18.5	16.5	14.1	11.9	14.9	7.8
Individual Security Return	4%	-10%	14%	37%	24%	2%	-11%	-14%	-15%	25%	-47%
<b>Coffee</b>											
Index value	76	63	49	105	60	80	158	135	136	61	34
Index Return	-24%	-18%	-22%	114%	-43%	34%	97%	-14%	1%	-55%	-44%
Individual Security Value	8.0	6.7	5.3	11.8	7.0	9.8	20.2	17.9	18.8	8.9	5.1
Individual Security Return	-20%	-16%	-21%	122%	-41%	40%	105%	-11%	5%	-53%	-43%
<b>Soybean Oil</b>											
Index value	84	85	116	120	121	102	106	99	63	51	47
Index Return	-16%	1%	36%	4%	1%	-16%	3%	-7%	-36%	-18%	-8%
Individual Security Value	8.8	9.1	12.6	13.5	14.3	12.5	13.5	13.1	8.6	7.4	7.0
Individual Security Return	-12%	4%	38%	7%	5%	-12%	8%	-3%	-34%	-14%	-6%

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011*	Compound Annual Return**	
<b>Multiplier</b>	1.4845	1.4829	1.4868	1.5180	1.5748	1.6289	1.6349	1.6189	1.6028	1.5867	2.2%	
<b>Individual Commodity Indices:</b>												
<b>Natural Gas</b>	Index value	278	340	439	789	327	298	208	126	78	54	-2.9%
	Index Return	41%	22%	29%	80%	-59%	-9%	-30%	-39%	-38%	-31%	
	Individual Security Value	41.3	50.5	65.3	119.8	51.6	48.6	34.0	20.4	12.5	8.6	-0.7%
	Individual Security Return	41%	22%	29%	83%	-57%	-6%	-30%	-40%	-39%	-32%	
<b>Crude Oil</b>	Index value	231	316	510	742	698	1004	546	723	769	812	10.5%
	Index Return	53%	37%	61%	45%	-6%	44%	-46%	32%	6%	6%	
	Individual Security Value	34.3	46.8	75.8	112.6	109.9	163.5	89.2	117.0	123.3	128.9	13.0%
	Individual Security Return	54%	36%	62%	49%	-2%	49%	-45%	31%	5%	5%	
<b>Brent</b>	Index value	192	258	404	608	601	846	479	609	673	788	10.4%
	Index Return	43%	34%	56%	51%	-1%	41%	-43%	27%	11%	17%	
	Individual Security Value	28.5	38.2	60.0	92.2	94.7	137.7	78.4	98.5	107.9	125.0	12.8%
	Individual Security Return	43%	34%	57%	54%	3%	45%	-43%	26%	9%	16%	
<b>Unleaded Gas</b>	Index value	245	325	498	762	697	1060	484	764	851	976	11.5%
	Index Return	45%	33%	53%	53%	-9%	52%	-54%	58%	11%	15%	
	Individual Security Value	36.3	48.1	74.0	115.7	109.8	172.7	79.1	123.7	136.3	154.8	14.0%
	Individual Security Return	46%	32%	54%	56%	-5%	57%	-54%	56%	10%	14%	
<b>Heating Oil</b>	Index value	163	212	342	535	469	674	393	457	503	588	8.8%
	Index Return	42%	30%	61%	57%	-12%	44%	-42%	16%	10%	17%	
	Individual Security Value	24.1	31.4	50.8	81.3	73.9	109.8	64.2	74.0	80.5	93.3	11.3%
	Individual Security Return	43%	30%	62%	60%	-9%	49%	-42%	15%	9%	16%	
<b>Gas Oil</b>	Index value	133	169	275	422	382	550	302	361	395	472	7.7%
	Index Return	35%	28%	63%	53%	-10%	44%	-45%	19%	9%	20%	
	Individual Security Value	19.7	25.1	41.0	64.1	60.2	89.6	49.4	58.4	63.3	74.9	10.1%
	Individual Security Return	36%	27%	63%	57%	-6%	49%	-45%	18%	8%	18%	
<b>Aluminium</b>	Index value	52	61	77	93	118	103	62	83	88	73	-1.5%
	Index Return	-4%	18%	25%	21%	27%	-12%	-40%	33%	6%	-17%	
	Individual Security Value	7.7	9.1	11.4	14.1	18.6	16.8	10.2	13.4	14.0	11.6	0.7%
	Individual Security Return	-3%	18%	25%	23%	32%	-9%	-39%	32%	5%	-18%	
<b>Copper</b>	Index value	80	116	178	294	473	519	245	569	742	591	8.9%
	Index Return	3%	45%	53%	65%	61%	10%	-53%	133%	30%	-20%	
	Individual Security Value	11.9	17.2	26.5	44.6	74.5	84.5	40.0	92.1	118.9	93.8	11.3%
	Individual Security Return	3%	45%	54%	68%	67%	13%	-53%	130%	29%	-21%	
<b>Zinc</b>	Index value	41	53	63	96	236	142	71	142	131	106	0.3%
	Index Return	-10%	28%	20%	53%	145%	-40%	-50%	101%	-8%	-19%	
	Individual Security Value	6.1	7.8	9.4	14.6	37.2	23.1	11.6	23.0	21.0	16.8	2.5%
	Individual Security Return	-10%	27%	20%	56%	154%	-38%	-50%	99%	-9%	-20%	
<b>Nickel</b>	Index value	76	183	190	187	521	476	208	323	430	321	5.7%
	Index Return	30%	140%	4%	-2%	178%	-9%	-56%	55%	33%	-25%	
	Individual Security Value	11.3	27.1	28.3	28.4	82.0	77.5	34.0	52.3	68.8	51.0	8.1%
	Individual Security Return	30%	139%	4%	0%	189%	-5%	-56%	54%	32%	-26%	
<b>Gold</b>	Index value	57	67	70	80	93	116	118	145	186	226	4.0%
	Index Return	23%	18%	4%	14%	17%	24%	2%	23%	29%	21%	
	Individual Security Value	8.5	10.0	10.4	12.1	14.7	18.8	19.3	23.4	29.9	35.8	6.3%
	Individual Security Return	24%	18%	4%	17%	21%	28%	2%	22%	28%	20%	
<b>Silver</b>	Index value	71	87	98	124	175	192	140	207	378	399	6.8%
	Index Return	4%	22%	13%	27%	41%	9%	-27%	48%	82%	5%	
	Individual Security Value	10.5	12.9	14.6	18.9	27.6	31.2	22.9	33.6	60.5	63.2	9.2%
	Individual Security Return	4%	22%	14%	29%	46%	13%	-27%	47%	80%	4%	
<b>Live Cattle</b>	Index value	94	99	119	139	139	150	127	119	139	135	1.5%
	Index Return	2%	6%	20%	17%	0%	8%	-15%	-7%	17%	-2%	
	Individual Security Value	13.9	14.7	17.7	21.1	21.9	24.5	20.8	19.2	22.2	21.5	3.7%
	Individual Security Return	2%	6%	20%	19%	4%	12%	-15%	-8%	16%	-3%	
<b>Lean Hogs</b>	Index value	103	106	206	236	274	267	218	152	176	181	2.9%
	Index Return	-7%	3%	94%	15%	16%	-3%	-18%	-30%	16%	3%	
	Individual Security Value	15.3	15.7	30.6	35.8	43.2	43.5	35.7	24.6	28.2	28.7	5.2%
	Individual Security Return	-6%	3%	95%	17%	21%	1%	-18%	-31%	15%	2%	
<b>Wheat</b>	Index value	74	85	65	64	82	144	104	79	99	62	-2.3%
	Index Return	12%	16%	-23%	-2%	29%	75%	-28%	-24%	26%	-38%	
	Individual Security Value	10.9	12.6	9.7	9.7	12.9	23.4	16.9	12.7	15.9	9.8	-0.1%
	Individual Security Return	12%	16%	-23%	0%	33%	81%	-28%	-25%	25%	-38%	
<b>Corn</b>	Index value	41	40	33	29	42	46	37	33	45	46	-3.6%
	Index Return	-2%	-3%	-19%	-11%	46%	10%	-19%	-12%	34%	3%	
	Individual Security Value	6.1	5.9	4.8	4.4	6.6	7.6	6.1	5.4	7.1	7.3	-1.5%
	Individual Security Return	-2%	-3%	-18%	-10%	52%	14%	-19%	-12%	33%	2%	
<b>Soybeans</b>	Index value	64	105	90	101	105	169	141	154	207	171	2.6%
	Index Return	30%	63%	-14%	12%	5%	60%	-16%	9%	34%	-18%	
	Individual Security Value	9.5	15.5	13.4	15.3	16.6	27.6	23.1	25.0	33.2	27.1	4.9%
	Individual Security Return	31%	63%	-14%	14%	9%	66%	-16%	8%	33%	-18%	
<b>Sugar</b>	Index value	124	114	171	271	217	187	169	321	443	428	7.2%
	Index Return	9%	-8%	49%	59%	-20%	-14%	-10%	90%	38%	-3%	
	Individual Security Value	18.4	17.0	25.4	41.2	34.2	30.5	27.6	52.0	70.9	67.8	9.6%
	Individual Security Return	10%	-8%	50%	62%	-17%	-11%	-10%	89%	37%	-4%	
<b>Cotton</b>	Index value	63	80	46	48	44	46	27	35	70	78	-1.2%
	Index Return	18%	28%	-43%	5%	-9%	5%	-41%	31%	100%	11%	
	Individual Security Value	9.3	11.9	6.8	7.3	6.9	7.4	4.4	5.7	11.3	12.4	1.0%
	Individual Security Return	19%	28%	-42%	7%	-6%	9%	-41%	29%	98%	10%	
<b>Coffee</b>	Index value	37	33	45	41	43	41	30	33	56	53	-3.0%
	Index Return	6%	-10%	36%	-8%	5%	-6%	-26%	10%	69%	-5%	
	Individual Security Value	5.4	4.9	6.7	6.3	6.8	6.6	4.9	5.4	9.0	8.4	-0.8%
	Individual Security Return	6%	-10%	37%	-6%	8%	-2%	-26%	9%	68%	-6%	
<b>Soybean Oil</b>	Index value	61	84	74	78	99	153	98	112	152	129	1.2%
	Index Return	29%	39%	-12%	5%	26%	55%	-36%	14%	36%	-15%	
	Individual Security Value	9.0	12.5	11.1	11.9	15.5	24.9	16.0	18.1	24.4	20.5	3.5%
	Individual Security Return	30%	38%	-11%	8%	31%	60%	-36%	13%	35%	-16%	

\*The 2011 column covers the period from 1 January 2011 to 5 December 2011.

\*\*The Compound Annual Return column has been calculated for the period from 1 January 1991 to 5 December 2011.

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## PART 3

### DESCRIPTION OF COMMODITY SECURITIES

*The following is a description of the rights attaching to Commodity Securities. The legally binding Conditions of Commodity Securities are set out in Part 6 (Trust Instrument and Commodity Securities) of this Prospectus. Copies of the Trust Instrument, by which Commodity Securities are constituted, are available for inspection as set out in paragraph 17 of Part 11 (Additional Information) under the heading "Documents Available for Inspection".*

#### **Commodity Securities are Priced by Reference to Micro Securities**

For convenience, this Prospectus generally refers to Commodity Securities, being Individual Securities or Index Securities. To facilitate the establishment and Rebalancing of Index Securities, the Commodity Securities are priced by reference to Micro Securities, with each such Commodity Security being notionally equivalent to a number of Micro Securities of one or more classes (which in this Prospectus are referred to as being 'comprised in' the Commodity Securities). Individual Securities and Index Securities are however separate securities from the Micro Securities and are recorded on a separate Register (for each class), but the amount payable on their Redemption is determined by reference to the price of Micro Securities and they can (when in Certificated Form) be surrendered in exchange for such Micro Securities (which is why such Commodity Securities are said in this Prospectus to be "comprised of" Micro Securities). The appropriate numbers and classes of Micro Securities may likewise be surrendered in exchange for Commodity Securities. Micro Securities will generally only be issued on surrender in exchange for Commodity Securities or when an Index Security cannot be fully priced (as described below under "Settlement Pricing") but may be redeemed in the same manner as Commodity Securities. However the Redemption Fee will be applicable to such redemption, irrespective of the number of Micro Securities redeemed. Applications for Micro Securities will not be accepted unless the Issuer in its discretion determines to do so. If an application for Micro Securities is accepted, the same procedures as apply to applications for Individual Securities will apply.

A Micro Security is an undated limited recourse secured debt security of the Issuer to be issued pursuant to, and constituted by, the Trust Instrument.

A Micro Security of a particular class at any time has a Price equal to one millionth of the Price of an Individual Security of that same class at that same time and an Individual Security is comprised of one million Micro Securities of that same class.

An Index Security is comprised of a defined number of Micro Securities of a number of different classes. The numbers and classes of Micro Securities which together comprise an Index Security are subject to change from time to time, as set out below under the heading "Rebalancing of Index Securities".

#### **Pricing of Commodity Securities**

A Commodity Security entitles an Authorised Participant (subject to certain conditions) to require the redemption of the Commodity Security at the Price of that Commodity Security calculated on the relevant Pricing Day (day T) and to receive such amount, in US Dollars, on the Redemption Payment Date (normally day T+3).

Individual Securities will usually be priced on each day on which there is trading in the Designated Contract on the Relevant Exchange and pricing will be based on the relevant Individual Commodity Index published by CME Indexes at the end of the day (subject to Market Disruption Events occurring, which will result in pricing being deferred until the next available Pricing Day). Index Securities will only be priced on a day where each and every commodity represented in the relevant Index Security is priced that day.

Not all classes of Individual Securities have the same Pricing Days (because the Exchanges used in calculating the Individual Commodity Indices are different). However, if a day is not a Pricing Day for a particular class of Classic Individual Security, then it will generally not be a pricing day for the class of Forward Individual Security priced by reference to the same Individual Commodity Index. Consequently there will be days on which Prices are calculated and published for some classes of Individual Securities but not others and consequently for some Index Securities but not others.

Prices will be calculated for each Commodity Security following the end of each day which is a Pricing Day for each component of that Commodity Security, and the Issuer's calculations of such Prices will be posted on the Issuer's website at [http:// www.ettfsecurities.com/csl](http://www.ettfsecurities.com/csl).

In certain circumstances the Calculation Agent may under the Facility Agreements declare a day to be a Market Disruption Day for one or more Individual Commodity Indices and, if so, the Individual Securities and Index Securities which use such Indices to determine their price will not be priced that day even if CME Indexes publishes Individual Commodity Indices for such on that day, whereupon the mechanism described under the heading "Market Disruption Days" in Part 2 (*Dow-Jones — UBS Commodity Indices*) and under the headings "Applications and Redemptions — Settlement Pricing" and "Applications and Redemptions — Redemption Processes" below will operate.

46 classes of Individual Securities are currently available for issue under this programme: 25 classes of Classic Individual Securities and 21 classes of Forward Individual Securities. These are shown below in the first column of Table 4(a) and (b) respectively.

Commodity Securities will be priced and settled in US Dollars. A Price will be calculated by the Issuer for each class of Individual Security on each day that is a Pricing Day for that class. The Individual Commodity Indices will be those calculated by CME Indexes in conjunction with UBS Securities and published by CME Indexes for that Pricing Day. The Indices are currently published to three places of decimals. The Price will be calculated to seven places of decimals with 0.00000005 rounded upwards.

### Pricing of Individual Securities

The Price for each class of Classic Individual Security and Forward Individual Security, for each Pricing Day for that class, will be as follows:

$$\text{Price}_{(i,t)} = I_{(i,t)} \times M_{(t)} \times \text{PF}_{(i,t)} / 10$$

where:

- i refers to the relevant class of Individual Security;
- t refers to the applicable Pricing Day;
- Price<sub>(i,t)</sub> is the Price of an Individual Security of class i for day t;
- I<sub>(i,t)</sub> is the closing settlement price level of the Individual Commodity Index applicable to an Individual Security of class i for day t;
- M<sub>(t)</sub> is the Multiplier for day t; and
- PF<sub>(i,t)</sub> is the Pool Factor applicable to the relevant class of Individual Security on day t.

### Multiplier

The Multiplier as at 5 December 2011 for all classes of Classic Individual Securities was precisely 1.0254649 and for the Forward Individual Securities was precisely 0.9793761. The Multiplier is calculated as follows:

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

where:

- i refers to the relevant class of Individual Security;
- t refers to the applicable day;
- M<sub>(i,t)</sub> is the Multiplier of a Classic Individual Security or Forward Individual Security of class i for day t;

$M_{(i,t-1)}$	is the Multiplier of a Classic Individual Security or Forward Individual Security of class $i$ for the previous day $t-1$ ; and
$CA_{(i,t)}$	is the Capital Adjustment of a Classic Individual Security or Forward Individual Security of class $i$ applicable on day $t$ , expressed as a decimal.

The Multiplier for Classic Securities and Forward Securities reflects the Capital Adjustment which includes any Collateral Yield paid by a Commodity Contract Counterparty to the Issuer less the Management Fee and Licence Allowance. As at the date of this Prospectus, the Multiplier is the same for all classes of Classic Individual Securities and all classes of Forward Individual Securities however, the Multiplier for Forward Securities is not the same as the Multiplier for Classic Securities. In future, the Capital Adjustment could be changed so that the Multiplier is different for all classes of Classic Securities or Forward Securities. The Multipliers will be calculated daily by the Issuer to seven places of decimals with 0.00000005 rounded upwards.

#### *Capital Adjustment*

As at the date of this Prospectus the Capital Adjustment is the same for all classes of Classic Individual Securities and all class of Forward Individual Securities and for both Commodity Contract Counterparties, however, the Capital Adjustment for Forward Securities is not the same as the Capital Adjustment for Classic Securities. In future, the Capital Adjustment could be changed so that it is different for all classes of Classic Securities or Forward Securities.

The Capital Adjustment is a daily rate expressed as a percentage, which will be as agreed from time to time by each Commodity Contract Counterparty and the Issuer. The Capital Adjustment reflects the benefit to the Commodity Contract Counterparty of selling the relevant Commodity Contracts to the Issuer, less the Management Fee and Licence Allowance.

Whenever the Capital Adjustment changes, the Issuer will calculate the Collateral Yield. The Multiplier, the Capital Adjustment and the Collateral Yield applying to each type of Commodity Security on each day will be posted by the Issuer on its website, at <http://www.etfsecurities.com/csl>.

As at 5 December 2011, the Capital Adjustment and Collateral Yield for all classes of Classic Individual Securities were -0.00263 per cent. and -0.42 per cent. respectively and for all classes of Forward Individual Securities were -0.00304 per cent. and -0.56 per cent. respectively.

#### **Index Securities**

28 categories of Index Securities are currently available for issue consisting of 18 categories of Classic Index Securities and ten categories of Forward Index Securities, with each category comprising a different mix and number of Micro Securities (thereby producing different percentage weightings for each commodity). The classes and number of Micro Securities comprised in each category of Classic Index Security as at the date of this document are shown in paragraph 19(f) of Part 11 (*Additional Information*) and the classes and number of Micro Forward Securities comprised in each category of Forward Index Security as at the date of this document are shown in paragraph 19(g) of Part 11 (*Additional Information*).

Initially (save in the case of the Ex Classic Index Securities), the number of Micro Classic Securities was set so that the Price of each Classic Index Security was equal to one tenth of the value of the DJ-UBS CI<sup>SM</sup> (for the ETFS All Commodities Index Security) and various of the sub-indices (for the other Classic Index Securities) (expressed in dollars and divided by ten) as at the completion of rebalancing on 17 January 2006 and the number of Micro Forward Securities was set so that the Price of each Forward Index Security was equal to one tenth of the value of the DJ-UBS CI-F3<sup>SM</sup> (for the ETFS Forward All Commodities Index Security) and various of the sub-indices (for the other Forward Index Securities) (expressed in dollars and divided by ten) as at 7 September 2007.

Excluding the impact of the Multiplier, the Classic Index Securities and the Forward Index Securities have been designed to closely replicate the relevant DJ-UBS Commodity Index and its various sub-indices published by CME Indexes. However, the Index Securities are not priced directly off such indices and differences may arise between the prices of such Index Securities (excluding the Multiplier) and the published levels for the DJ-UBS Commodity Indices and the sub-indices. In order to minimise any such differences, the Index Securities may be rebalanced from time to time as described below under "Rebalancing of Index Securities".

## Pricing of Index Securities

A Price will be calculated by the Issuer for each category of Classic Index Security and Forward Index Security for each day that is a Pricing Day for all of the classes of Micro Securities that are comprised in that category of Index Security. The Price of each Micro Security is 1 millionth of the Price of an Individual Security of the same class. The Price of each Index Security will be the sum of the Prices of all Micro Securities comprised in the Index Security. The Price will be calculated to seven places of decimals with 0.00000005 rounded upwards.

If a Market Disruption Day occurs on the Relevant Exchange for a particular Individual Commodity Index, then that day will not be a Pricing Day for the corresponding class of Micro Security and the mechanism described under “Market Disruption Days” in Part 2 (*Dow Jones — UBS Commodity Indices*) will operate.

Further information is contained under “Settlement Pricing” below.

## Illustration of Pricing Calculations

The following table illustrates how the Price for Individual Securities and Index Securities will be calculated, using the Individual Commodity Indices as at 5 April 2011 on that day:

	Live Cattle	Lean Hogs	Livestock
<b>Individual Securities:</b>			
Index (I)	78.2112	11.37	
Multiplier (M)	1.0320376	1.0320376	
Price (I x M/10)	8.0716899	1.1734268	
<b>Index Security:</b>			
Number of Micro Securities (MS)	327319	1327368	
Price per Micro Security (P)	0.0000080717	0.0000011734	
Total Value (MS x P)	2.642017466	1.557569185	4.199587

## Rebalancing of Index Securities

Whenever the DJ-UBS CI<sup>SM</sup> is re-weighted, which is expected to occur each January, the DJ-UBS CI-F3<sup>SM</sup> will also be rebalanced. As a result, any rebalancing of the DJ-UBS CI<sup>SM</sup> will cause a rebalancing of all categories of Index Security.

Index Securities will be Rebalanced by changing the number of Micro Securities comprised in each category of Index Security (a “Required Rebalancing”). In addition, at any time during the year the Issuer may effect a Rebalancing to help reduce tracking error with the DJ-UBS Commodity Indices or any of the sub-indices (a “Voluntary Rebalancing”). There will be no change in the value of an Index Security due to a Rebalancing and no action is required on the part of a Security Holder. The consequence of a Rebalancing is that, following the Rebalancing, fewer of some classes of Micro Securities, and more of other classes of Micro Securities, will be comprised in an Index Security. A Rebalancing takes effect as a modification of the terms of an Index Security, including as to the numbers and classes of Micro Security in exchange for which it may be surrendered, but no Micro Securities are in fact created, issued, cancelled or redeemed.

Because there is no change to the value of an Index Security through the Rebalancing process, there will be no cash payment to or from the Issuer.

The Issuer will advise Security Holders of any Rebalancing, at least seven days prior to a Rebalancing commencing, through an RIS. After a Rebalancing is completed, the Issuer will advise the number of Micro Securities which are thereafter comprised in each Index Security, through an RIS prior to trading commencing on the first Trading Day on which the completed Rebalancing applies.

## Required Rebalancing

A Required Rebalancing occurs whenever there is a rebalancing of the Relevant DJ-UBS Commodity Index being the DJ-UBS CI<sup>SM</sup> for Classic Index Securities and the DJ-UBS CI-F3<sup>SM</sup> for Forward Index Securities.



For a Required Rebalancing, the number of Micro Securities comprised in each Index Security will be adjusted using the CIPs as published by CME Indexes each year (usually in July of the previous year). An adjustment will take place at the beginning of each day following a Hedge Roll Day in January and the final number of Micro Securities to be comprised in the Index Security will be announced prior to trading commencing on the day following the last Hedge Roll Day in January. The adjustment will currently occur on the sixth to tenth General Trading Days in January, unless extended due to Market Disruption Days.

The following steps will be implemented for each Index Security:

1. After the close of trading on all Relevant Exchanges on the Rebalancing Calculation Date, a target number of Micro Securities required for a commodity in a category of Index Security will be calculated, as the Price of that category of Index Security multiplied by:
  - (a) if the Relevant DJ-UBS Commodity Index is the DJ-UBS CI<sup>SM</sup>, the applicable CIP for each class of commodity in that category of Index Security; and
  - (b) if the Relevant DJ-UBS Commodity Index is the DJ-UBS CI-F3<sup>SM</sup>, the effective percentage weight of each class of commodity in that category of Index Security derived by the Calculation Agent for the purposes of that Required Rebalancing from the CIPs in subparagraph (a) using the Settlement Prices by reference to which the DJ-UBS CI-F3<sup>SM</sup> is determined on the Rebalancing Calculation Date with respect to that Required Rebalancing,in each case divided by the Price of the relevant Micro Security of that class. The applicable CIPs or effective percentage weights (as applicable) for a sub-index will be the CIPs or effective percentage weights (as applicable) for the Relevant DJ-UBS Commodity Index re-weighted proportionally such that the re-weighted CIPs or effective percentage weights (as applicable) of the classes of commodities included in that category of Index Security sum to 100 per cent.
2. Where the target number is less than the existing number, the number of Micro Securities comprised in the Index Security will be reduced at the beginning of each day following a Hedge Roll Day by the same number each day until the target number is reached after the last Hedge Roll Day.
3. Where the target number is greater than the existing number, the number of Micro Securities comprised in the Index Security will be increased at the beginning of each day following a Hedge Roll Day in proportion to the increase required to achieve the target number and in aggregate value equal to the value of the Micro Securities reduced.

#### *Voluntary Rebalancing*

A Voluntary Rebalancing may be generally effected if the Issuer decides there is sufficient tracking error with the Relevant DJ-UBS Commodity Index or any of its sub-indices as to warrant a Rebalancing. A Rebalancing effected to reduce tracking error may reduce tracking error going forward but will not correct any tracking error to that date.

As there will be no change in value, a Rebalancing will not re-set the Price of an Index Security (excluding the Multiplier or Capital Adjustment where relevant).

For a Voluntary Rebalancing, the number of Micro Securities comprised in each category of Index Security will be adjusted using the ECIPs of the Relevant DJ-UBS Commodity Index. Unless notified otherwise by the Issuer, the Voluntary Rebalancing will be effected on a single day. The ECIPs for each class of Individual Security will be calculated on the first General Trading Day following the last Hedge Roll Day of the relevant month (usually the tenth General Trading Day of the month), the Price of each Index Security on the following General Trading Day will be used to determine the new number of Micro Securities and the Rebalancing will be effected at the beginning of the following day.

The number of Micro Securities required for a commodity in a category of Index Security will be calculated as one million times the Price of that category of Index Security multiplied by the applicable ECIP for each Commodity in that category of Index Security divided by the relevant Individual Commodity Index.

The applicable ECIPs for each category of Index Security other than the ETFS All Commodities DJ-UBS CI<sup>SM</sup> Index Security and ETFS Forward All Commodities DJ-UBSCI-F3<sup>SM</sup> Index Security will be the ECIPs for the Relevant DJ-UBS Commodity Index re-weighted proportionally such that the re-weighted ECIPs of the commodities included in that category of Index Security sum to 100 per cent.

#### *Extended Voluntary Rebalancing*

When giving notice of a Voluntary Rebalancing, the Issuer may elect to effect such Voluntary Rebalancing over the entire Roll Period — an “Extended Voluntary Rebalancing”. If so, the Extended Voluntary Rebalancing will use the same process as for a Required Rebalancing, commencing with the ECIPs and Prices of Commodity Securities on the Rebalancing Calculation Date for that Roll Period.

#### *Rebalancing Methodology*

The methodology used to effect a Rebalancing requires certain inputs, the three main inputs being the Price of each Index Security and the weights and Prices of the relevant Micro Securities. For all Rebalancings, the relevant Price (rather than Index) is used, being the Price of the relevant Index Security and Micro Securities on the Rebalancing Calculation Date. The weightings to be used will be either the CIPs or effective percentage weights determined as described in subparagraph 1(b) of “Required Rebalancing” — Part 3 (*Description of Commodity Securities*) (for a Required Rebalancing) or the ECIPs (for Voluntary Rebalancing) on the Rebalancing Calculation Date. These inputs will then be used in the Rebalancing calculations using the methodology discussed above. While CIPs are approved by the Supervisory Committee in advance for the purposes of re-balancing annually the DJ-UBS Commodity Indices as described under the heading “Composition and Weightings” in Part 2 (*Dow Jones — UBS Commodity Indices*), ECIPs are the effective weights of the Relevant DJ-UBS Commodity Index and its sub-indices, reflecting movements in the Individual Commodity Indices since the previous Rebalancing, as calculated and published by CME Indexes and/or UBS Securities. Where effective percentage weights are used in connection with Forward Index Securities for the purposes of a Required Rebalancing, the weights are determined by the Calculation Agent but are not subject to approval by the Supervisory Committee or publication by CME Indexes or UBS Securities.

#### **Consolidation and Division of Micro and Commodity Securities**

Circumstances may arise where the Issuer might wish to effect a consolidation or division of a particular type of Micro or Commodity Security.

For example, if a class of Micro and Individual Security was secured on corresponding Commodity Contracts from two or more different Commodity Contract Counterparties and one of them (the “**Lower Credit**”) had, for example, a significant credit rating downgrade, it may be necessary or desirable, in order to ensure that the value of the Micro and Individual Securities (and Index Securities to the extent they comprise Micro Securities of that class) reflects the value of the relevant commodity futures contract, for the Commodity Contracts from the Lower Credit to be excluded from that class. This could be effected by the Commodity Contracts from the Lower Credit being transferred into a new Pool and the Issuer creating and issuing new Micro and Commodity Securities secured by that new Pool on a one-for-one basis with the Pool Factor on both classes being adjusted accordingly. Investors of the affected class would then hold two Micro or Commodity Securities for each one they held previously and the Pool Factor would be split between the two. For example, if the Commodity Contracts from the Lower Credit comprised 30 per cent. of the aggregate number of Commodity Contracts in the Pool and the Pool Factor before the transfer was 1.00, then the Pool Factor following the division would be 0.70 on the old class and 0.30 on the new class.

A division, without creating a new class, or a consolidation of the same class, might also be effected to change the Multiplier for Commodity Securities so that it became approximately 1.00. For example, if the Multiplier has risen to 2.00, a two for one division of each Micro or Commodity Security of the relevant types would mean that the Multiplier for those types would again amount to 1.00. Similarly, if the Multiplier fell to 0.5 then a one for two consolidation would mean that the Multiplier would again be 1.00.

The Issuer may also consolidate or divide all of the Commodity Securities of any type into Commodity Securities of the same type without adjusting their Multiplier by instead changing the number of Micro Securities of which they are comprised. In such circumstances any Security Holders aggregate holding of Commodity Securities would change but the aggregate number of Micro Securities of which such holding was comprised, and its value, would be unchanged.

The Issuer has the right under the Trust Instrument at any time to effect either a consolidation or division and to allocate Commodity Contracts into a new Pool representing a new class of Micro and Individual Securities and new categories of Index Securities to the extent that they comprise Micro Securities of that class, and need not obtain Listing for any such new types of Micro and Commodity Securities. The Issuer will only take such action if it believes it is in the interest of the affected Security Holders to do so.

### **Authorised Participants**

Only Authorised Participants may deal with the Issuer in applying for or redeeming Commodity Securities, save where, as noted elsewhere in this document, on the date on which a Redemption Form is lodged there are no Authorised Participants or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. A person can only be an Authorised Participant if it is: (a) a securities house or other market professional approved by the Issuer (in its absolute discretion); and (b) an Authorised Person, an Exempt Person or an Overseas Person. An Authorised Participant must also have entered into: (a) an Authorised Participant Agreement with the Issuer dealing with, amongst other things, the rights and obligations of the Authorised Participant in relation to applying for and redeeming Commodity Securities and (b) a Direct Agreement with UBS and/or MLCI and/or another Commodity Contract Counterparty, under which, amongst other things, the Authorised Participant and UBS or MLCI (or other Commodity Contract Counterparty) provide undertakings to each other regarding the settlement of moneys payable for applications and redemptions.

Authorised Participant Agreements have been entered into with ABN AMRO Clearing Bank N.V. (London Branch), Banca IMI S.p.A., Barclays Capital Securities Limited, Bluefin Europe LLP, Goldman Sachs International, Knight Capital Europe Limited, Merrill Lynch International, Morgan Stanley & Co. International plc, The Royal Bank of Scotland plc, Susquehanna International Securities Limited, Susquehanna Ireland Limited, UBS AG, London Branch and UniCredit Bank AG, the terms of which (as amended) are summarised in paragraph 3 of Part 11 (*Additional Information*).

Under the Facility Agreements, each Commodity Contract Counterparty has the right to give notice (with immediate effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if it deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants.

The Issuer will use its reasonable endeavours to ensure that at all times for the duration of the Programme there are at least two Authorised Participants. In the event that at any time there are no Authorised Participants, Security Holders will be permitted to redeem Commodity Securities respectively held by them directly from the Issuer.

### **Applications and Redemptions**

All applications for and redemptions of Commodity Securities and redemptions of Micro Securities, and the matching creation and termination of Commodity Contracts, may be effected using the pricing formulae described above ("Settlement Pricing") which is based on Indices calculated using end of day settlement pricing for the various Designated Contracts.

However, to enable Authorised Participants and Commodity Contract Counterparties to have the flexibility to agree, between themselves, intra-day or other pricing for Commodity Securities and Micro Securities ("Agreed Pricing") and hence for matching Commodity Contracts, issues and redemptions may be effected at any price and in any amount agreed between an Authorised Participant and a Commodity Contract Counterparty and notified to the Issuer. The rights of all other security holders to receive Settlement Pricing for a redemption of their Micro or Commodity Securities will not be impacted by any Agreed Pricing.

The application and redemption procedures to be followed by Authorised Participants, the Issuer and the Commodity Contract Counterparties are set out in the Authorised Participant Agreements and the Facility Agreement and are summarised below. These procedures may be amended at any time by agreement between the relevant parties.

### *Application Processes*

Commodity Securities may be issued on the Application of an Authorised Participant during the period of 12 months from the date of this document. There is no minimum number of Commodity Securities that must be applied for (but there is a Minimum Creation Amount for the creation of Commodity Contracts on any Pricing Day, and if that Minimum Creation Amount is not achieved through applications for corresponding Commodity Securities by all Authorised Participants, the Commodity Contract Counterparty may elect that no creations of Commodity Contracts of that class or category will occur, in which case no Commodity Securities of that class or category will be issued). The Issuer will decline Applications if it cannot for any reason create corresponding Commodity Contracts under a Facility Agreement.

The Minimum Creation Amount is as follows:

- (a) for the creation of Commodity Contracts in relation to the issue of Individual Securities, US\$50,000 per class of Individual Security; or
- (b) for the creation of Commodity Contracts in relation to the issue of Index Securities, US\$100,000 per category of Index Security.

An Authorised Participant may subscribe for Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty using Agreed Pricing. In either case, Commodity Securities will only be issued if corresponding Commodity Contracts can be created by the Issuer for the same amount.

Application Moneys for all Commodity Securities must be paid by Applicants directly to the relevant Commodity Contract Counterparty by the Authorised Participant making the Application, via CREST. Legal title to Commodity Securities will be transferred by means of the CREST system and evidenced by an entry on the Register.

Settlement of Commodity Securities on issue will only be made against payment in CREST and only after:

- (a) (subject as set out under "The System" below) receipt by the Issuer of a valid Application Form;
- (b) the creation of matching Commodity Contracts; and
- (c) Listing in respect of such Commodity Securities having become effective.

If an Applicant does not make payment for the full amount of the Commodity Securities to be issued on the due date for payment or the following Business Day, the Issuer may elect by notice to the Applicant to cancel the Application. Alternatively the Issuer may elect to enforce against the relevant Applicant the obligation of that Applicant to pay for the Commodity Securities applied for.

The procedures required to be followed when making an Application depend on whether Agreed Pricing or Settlement Pricing is being used.

### *Agreed Pricing*

There are no restrictions on the number of Commodity Securities that can be applied for, the time for lodging the Application or the settlement date, other than the requirement for the Issuer to receive the requisite signed documents from both the Authorised Participant and the relevant Commodity Contract Counterparty not later than two London Business Days prior to the proposed settlement date.

### *Settlement Pricing*

The following procedures apply when Settlement Pricing is used in an Application:

- an Application for Commodity Securities using Settlement Pricing may only be made on a General Trading Day (a day which is a Trading Day on all of the Exchanges);

- a Price will be determined for each class relevant to a valid Application on the day of Application if it is a Pricing Day for that class; if it is not a Pricing Day (because it is a Market Disruption Day for the relevant Individual Commodity Index), then the Price will be determined on the next Pricing Day for that class;
- if the Application is for Index Securities, and a Price has been determined for some but not all components of those securities by the fourth General Trading Day following the day on which it was deemed received, the Application will be deemed to be split into two — one for Micro Securities comprised in that Index Security for which a Price has been determined and another for Micro Securities comprised in that Index Security for which a Price has not been determined (which will be treated as a new Application for those Micro Securities); an Application received by the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a Pricing Day for Micro Securities comprised in that Index Security applied for (day T) will enable the Authorised Participant to be registered as the Security Holder in respect of the relevant Micro Securities within three London Business Days (that is, on a T+3 basis), provided that day T+3 is a New York Business Day, and if not then on the next following Business Day;
- a valid Application remains in force until a Price has been determined for all classes relevant to that Application; if a Price cannot be determined on the day of Application, then it may be cancelled at any time prior to the Notice Deadline on the day on which a Price can be determined or, if the Application is for Index Securities, the fourth General Trading Day when, if it is split in two, only that second, delayed Application can be cancelled (as the first, priced Application for the Micro Securities comprised in the affected Index Securities will have been priced on that day), in the same manner as a new Application;
- an Application received by the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day which is not a Pricing Day for all components of the Commodity Securities applied for will be valid, but day T will not occur until a Price has been determined for all components, and accordingly the Authorised Participant will be registered as the Security Holder in respect of the relevant Commodity Securities three London Business Days after a Price has been determined for all components (that is, on a T+3 basis), provided that day T+3 is a New York Business Day, and if not then on the next following Business Day;
- an Application received by the Issuer after 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) but before 6.30 p.m. on a General Trading Day will be valid, but will be treated as having been received at 8.00 a.m. on the next following General Trading Day (unless the relevant Commodity Contract Counterparty agrees otherwise, in which case it will be treated as having been received prior to 2.30 p.m. on that General Trading Day);
- an Application received by the Issuer prior to 8.00 a.m. or after 6.30 p.m. on a General Trading Day, or on a day which is not a General Trading Day, will only be valid if the relevant Commodity Contract Counterparty confirms to the Issuer that corresponding Commodity Contracts will be created notwithstanding the time of submission of the Application;
- upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the relevant Commodity Contract Counterparty creating such number of Commodity Contracts as correspond to the Application, and will confirm its receipt of such Creation Notice; and
- following publication by CME Indexes of the relevant Individual Commodity Indices, the Issuer will calculate the Price of all Commodity Securities to be issued to each Applicant and will confirm such Price with each Applicant and the relevant Commodity Contract Counterparty by the following Business Day.

Under each Facility Agreement, the relevant Commodity Contract Counterparty is bound by the creation of Commodity Contracts by the Issuer on any Pricing Day for components of Commodity Securities corresponding to those Commodity Contracts, provided that the applicable Creation Notice is lodged

with the relevant Commodity Contract Counterparty by 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day.

#### *Allocation of Commodity Contracts*

Under the Trust Instrument there are no restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be created when Commodity Securities are issued, nor are there any restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Subject as may otherwise be agreed from time to time between the Issuer and Commodity Contract Counterparties, under the Facility Agreements and for so long as they remain in force and no notices (such as those referred to under the heading “Compulsory Redemptions” in Part 3 (*Description of Commodity Securities*)) have been given thereunder, there are no restrictions (other than Creation Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be created when Commodity Securities are issued, nor are there any restrictions (other than Redemption Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Except in the case of Agreed Pricing, the Issuer may determine in each case the relevant Commodity Contract Counterparty.

The Issuer has implemented procedures which (subject to applicable Creation Limits and Redemption Limits, availability of Commodity Contracts and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) are intended to have the following effects:

- in a case where an application is made for Commodity Securities by an Authorised Participant which is, or an affiliate of which is, a Commodity Contract Counterparty, the equivalent Commodity Contracts should be entered into with that Commodity Contract Counterparty (and referred to as its “Firm Contracts”); and
- other applications will result in the creation of “Pool Contracts” and will generally be allocated by the Issuer to one or other Commodity Contract Counterparty in accordance with policies and procedures agreed from time to time between them.

The Issuer reserves the right to allocate creations or terminations of Commodity Contracts amongst Commodity Contract Counterparties in a manner other than as described above on a case by case or on a more general basis. If further additional Commodity Contract Counterparties are appointed then they may be appointed on a basis that they are allocated creations (and terminations) relating either to Firm Contracts only, or both Pool Contracts and Firm Contracts.

In the event that the Issuer determines to divide a Pool as described under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 3 (*Description of Commodity Securities*) and in accordance with Condition 20.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following any division the attributable Commodity Contracts had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Micro and Commodity Securities attributable to a single Pool rather than both Pools as described under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 3 (*Description of Commodity Securities*), and this could be the Pool to which Commodity Contracts with the Lower Credit (as defined under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 3 (*Description of Commodity Securities*)) are transferred.

#### *Redemption Processes*

A Security Holder who is an Authorised Participant may require the redemption of all or any of its Micro or Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty, using Agreed Pricing.

A Security Holder who is not an Authorised Participant may only require the redemption of any of its Micro or Commodity Securities using Settlement Pricing and only if, on a General Trading Day, there are no Authorised Participants and the Security Holder submits a valid Redemption Form on such day or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. Payment on redemption to persons who are not Authorised Participants may be subject to their giving to the Issuer and the relevant Commodity Contract Counterparty certain beneficial owner certifications to assess whether such payments should be subject to withholding or deduction for taxes.

Payment of the Redemption Amount will be made by the relevant Commodity Contract Counterparty, in respect of the termination of corresponding Commodity Contract from the Issuer, directly to the relevant Authorised Participant redeeming the Commodity Securities, via CREST.

The procedures required to be followed when lodging a Redemption Form are the same as for making an Application, other than for the following procedures used for Settlement Pricing:

- if a valid Redemption Form requesting Settlement Pricing is lodged with the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day, and that day is a Pricing Day for each class which is a component of the Commodity Securities which are the subject of the Redemption Form, the applicable Redemption Payment Date (on which the redemption will be settled) will be three Business Days following that Pricing Day, or such later date (being a Business Day, or if such date is not a Business Day, the immediately following Business Day) as is specified in the Redemption Form; and
- when Micro or Commodity Securities are to be redeemed, the Issuer will terminate an Equivalent Number of Commodity Contracts, subject to the Issuer's discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Micro or Commodity Securities to one or more Applicants from Security Holders seeking redemption.

Further details of the procedure relating to Redemptions are set out in the Conditions in Part 6 (*Trust Investment and Commodity Securities*) below.

If a Counterparty Event of Default is subsisting, then Security Holders who are not Authorised Participants will not have a right to redeem, however the Trustee may, at its discretion and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of all Micro and Commodity Securities then outstanding or pursuant to an Extraordinary Resolution passed at a duly called meeting of the Security Holders (as a single class), the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deeds in respect of all Micro and Commodity Securities.

### *The System*

The Issuer has implemented a system (the "**System**") for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and certain of the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions.

It is expected that all Applications will be made and all Redemptions will be requested using the System. In the event of a failure in the System, Applications may be made and Redemptions may be requested using the forms and notices described under the headings "Applications and Redemptions – Application Processes", "Applications and Redemptions – Settlement Pricing" and "Applications and Redemptions – Redemption Processes" above and under the heading "Commodity Contracts" in Part 4 (*Description of Facility Agreements and Commodity Contracts*).

### **Creation Limits and Redemption Limit**

There are limits on the number of Commodity Contracts which can be created or terminated at any time under each Facility Agreement (and therefore on the issue or redemption of corresponding Micro or Commodity Securities). Details of these limits are set out under the heading “Applications and Redemptions — Creation and Redemption Limits” in Part 1 (*General*). The Issuer will reject Application Forms or Redemption Forms to the extent that the acceptance of such would cause the Creation Limits or Redemption Limit to be exceeded, unless a Commodity Contract Counterparty agrees with the Issuer that corresponding Commodity Contracts will be created or terminated notwithstanding that the Creation Limits or Redemption Limit would be exceeded.

### **Compulsory Redemptions**

There are circumstances in which Micro and Commodity Securities can be compulsorily redeemed by the Issuer, either in whole or in part, as set out fully in the Conditions.

The Issuer may, at any time, upon not less than 30 days’ notice (or seven days’ notice in the event that a Facility Agreement is terminated) by RIS announcement to the Security Holders, redeem all Individual Securities or Micro Securities of a particular class or all Index Securities of a particular category. The Trustee may, at any time, where an Issuer Insolvency Event or a Counterparty Event of Default has occurred and is continuing, upon 20 Business Days’ notice to the Issuer, require the Issuer to redeem all Micro and Commodity Securities, whereupon the Issuer will exercise its right to redeem such Securities.

CME Indexes may cease to publish an Individual Commodity Index. If so, the Issuer has and may exercise the right to redeem all Individual Securities and Micro Securities of the class relating to that Individual Commodity Index.

The Conditions provide that the amount payable upon a Redemption of a Micro Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Micro Security on the applicable Pricing Day. As each class of Micro and Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each type to ensure that the Price for each relevant class of Micro Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Micro Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Micro Security (and of Commodity Securities to the extent they comprise Micro Securities of that class) to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Micro Security falls to 2.5 times the Principal Amount of such Micro Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days’ notice by RIS announcement elect to redeem the Micro Securities of that class (and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of that class). The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in the Price of any class of Micro Securities to 2.5 times the Principal Amount or below.

Under each Facility Agreement, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has and will exercise the right to redeem the Micro Securities and Individual Securities of that class corresponding to such Commodity Contracts. In some cases this may require the Issuer to redeem Index Securities if Micro Securities of that class are comprised therein. The Issuer reserves the right in its absolute discretion to determine which type or types of Micro and Commodity Securities will be redeemed in that circumstance. Where less than all of the Micro and Commodity Securities of a particular type are to be redeemed, the redemptions will apply to all Security Holders holding Micro and Commodity Securities of that type, *pro rata* to their holdings.

The Issuer may, at any time by not less than seven nor more than 14 Trading Days’ written notice, redeem any Micro and Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors,



held by Security Holders who have not provided appropriate certifications as to their status in accordance with the conditions or in certain other circumstances specified in the Conditions.

UBS has only agreed to provide Commodity Contracts to the Issuer for ten years from 5 August 2009 and MLCI has only agreed to supply Commodity Contracts to the Issuer for ten years from 15 April 2011 (although each Commodity Contract Counterparty may terminate its Facility Agreement on 3 months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Micro and Commodity Securities.

Where a compulsory redemption occurs, the Micro and Commodity Securities to be redeemed will be priced in the normal way as set out in Part 3 (*Description of Commodity Securities*) and will include an adjustment for interest as more fully described in the Conditions, but depending on the number of Micro and Commodity Securities to be redeemed this pricing may occur over a period of more than one day. Details of the circumstances in which this could occur are set out in the Conditions.

If at that time Security Holders other than Authorised Participants hold the Commodity Securities being redeemed, the Redemption Amount payable to those Security Holders will be paid by the Commodity Contract Counterparties either to accounts of the Issuer secured for the benefit of the Security Holders of the relevant classes or to the Trustee for the benefit of such Security Holders, and will be paid to those Security Holders by the Issuer or the Trustee.

#### **Application Fees and Redemption Fees**

Application Fees and Redemption Fees will only be payable on the issue and redemption of Micro and Commodity Securities and not by investors who buy and sell Micro or Commodity Securities on the secondary market, including the London Stock Exchange.

The Issuer will charge Authorised Participants an Application Fee of £500 (including any applicable VAT) (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Application, regardless of the number of Micro or Commodity Securities being issued.

The Issuer will also charge Authorised Participants a Redemption Fee of £500 (including any applicable VAT) (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Redemption Form, regardless of the number of Micro or Commodity Securities being redeemed. In the event of a compulsory redemption or a Security Holder who is not an Authorised Participant submitting a Redemption Form in circumstances where there is no Authorised Participant, as described above, the Issuer will reduce the Redemption Fee to an amount equal to the Issuer's cost in satisfying such Redemption Form, including costs of enquiries under Condition 15 (*Enquiries as to status of Security Holders*) and of giving the redemption notice (but not exceeding £500), and that amount will be charged by the Issuer by way of a deduction from the redemption proceeds due to such Security Holder.

No additional amounts will be charged by the Issuer to an Applicant or a Security Holder in respect of VAT payable in connection with Application Fees or Redemption Fees.

The Issuer may vary the Application Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through a RIS.

#### **Right to Satisfy Applications and Redemptions by Transfer**

Notwithstanding the provisions above, the Issuer may, in its discretion, elect to satisfy Application Forms and Redemption Forms by transfer of the appropriate number of Micro or Commodity Securities to one or more Applicants from the Security Holder(s) seeking redemption. For this purpose, a Security Holder seeking redemption will be deemed to have authorised the Issuer to transfer such Security Holder's Micro or Commodity Securities as are the subject of the Redemption Form to a third party, on such Security Holder's behalf, provided that the amount payable by the Authorised Participant shall still be an amount equal to the relevant Price on the applicable Pricing Day (plus the Application Fee) and the

amount receivable by the Security Holder shall still be the relevant Price on the applicable Pricing Day (less the Redemption Fee), and the relevant Redemption Payment Date will be the date of the transfer.

### **Security**

All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the BAC Guarantee, the Security Agreements and the Control Agreements, to the extent applicable to each Pool will be the subject of a first-ranking floating charge in favour of the Trustee under the applicable Security Deed to secure the obligations owed by the Issuer to the Trustee and the Security Holders in respect of Micro Securities and Individual Securities of the relevant class and the Index Securities to the extent they are comprised of Micro Securities of that class.

### **Accounts**

The Issuer's financial statements are presented in US Dollars. The value of any assets and liabilities denominated in currencies other than US Dollars is converted into US Dollars at rates quoted by independent sources.

The valuation of the assets and liabilities of the Issuer attributable to any Pool is determined under the supervision of the Board.

The Commodity Contracts constitute an asset of the Issuer. For the purposes of the valuation of the Issuer's assets, the Commodity Contracts are valued at the Price as at the date of valuation.

## PART 4

### DESCRIPTION OF FACILITY AGREEMENTS AND COMMODITY CONTRACTS

All Micro and Commodity Securities will be backed by corresponding Commodity Contracts with corresponding terms. Each class of Micro Securities has a corresponding class of Commodity Contract. Each time Micro or Commodity Securities are issued or redeemed the Issuer will create or terminate corresponding Commodity Contracts, exactly matching the number and classes of Micro Securities in question or which are comprised in the Commodity Securities in question. Commodity Contracts will be created and terminated by the Issuer under the UBS Facility Agreement, the MLCI Facility Agreement or a Facility Agreement with another Commodity Contract Counterparty. At the date of this Prospectus, the Issuer has Facility Agreements only with UBS and with MLCI. As the Issuer is a special purpose company, whose only assets attributable to Commodity Securities will be rights under the Facility Agreements and the Commodity Contracts, the Security Agreements and the BAC Guarantee, the ability of the Issuer to meet its obligations upon redemption of Micro and Commodity Securities will be wholly dependent on its ability to receive payment on termination of Commodity Contracts from UBS or the realisation of Collateral provided by UBS under the UBS Security Agreement and the UBS Control Agreement and to receive payment on termination of Commodity Contracts from MLCI or from BAC under the BAC Guarantee or the realisation of Collateral provided by MLCI under the MLCI Security Agreement and the MLCI Control Agreement. The Facility Agreements, the Commodity Contracts provided thereunder, the Security Agreements and the BAC Guarantee have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Micro and Commodity Securities, and are each governed by English law other than the Security Agreements which are governed by New York law.

#### Facility Agreements

The Issuer has entered into the Facility Agreements with UBS and with MLCI under which the Issuer can create and terminate on a continuous basis, subject to the Creation Limits and the Redemption Limit and certain other conditions, any combination of classes of Commodity Contracts. The UBS Facility Agreement runs until at least 4 August 2019, subject to earlier termination in accordance therewith, and as more fully described below. The MLCI Facility Agreement runs until at least 15 April 2021, subject to earlier termination in accordance therewith, and as more fully described below. The Issuer hopes to procure an increase in the total number of Commodity Contracts available from the Commodity Contract Counterparties in the event that demand for Commodity Securities necessitates such additional capacity.

The Facility Agreements may each be terminated by the Commodity Contract Counterparty on three months' notice (simultaneously with the relevant Short and Leveraged Facility Agreement) or by not less than two Business Days' notice following the occurrence of an event of default in respect of the Issuer, provided that the event of default was not caused by a breach by the Commodity Contract Counterparty of its obligations under the relevant Facility Agreement. Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

Each of the Facility Agreements may be terminated by the Issuer by not less than two Business Days' notice following the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty, provided that the same was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement, on not less than 30 days' notice if the Commodity Contract Counterparty gives a notice that a withholding or deduction is or may be required from payments to be made by it under United States law and upon 30 days' notice in respect of any one or more classes of Commodity Contracts if all Micro and Commodity Securities of the relevant types are to be redeemed. The Issuer may also terminate a Facility Agreement at any time upon giving not less than three months' notice.

Each of the Commodity Contract Counterparties may elect to amend its Facility Agreement if the Issuer enters into a Facility Agreement with another Commodity Contract Counterparty to substantially conform its Facility Agreement to that new Facility Agreement and for this purpose the consent of the Trustee will not be required.

Under the Facility Agreements the Issuer may appoint Commodity Contract Counterparties in its sole discretion, save that if any then existing Commodity Contract Counterparty considers in its reasonable

belief and acting in good faith that such proposed new Commodity Contract Counterparty should not be appointed for credit, operational, reputational or any other reasonable reasons (other than on grounds of competition) and so notifies the Issuer giving reasons within ten Business Days, such appointments may not become effective.

The MLCI Facility Agreement is substantially on the same terms as the UBS Facility Agreement, save that:

- UBS will act as Calculation Agent as referred to under the headings “Calculation Agency Agreement” and “Calculation Agent” below for the purposes of the MLCI Facility Agreement, as well as under the UBS Facility Agreement;
- in the event that UBS ceases to be the Calculation Agent under the Calculation Agency Agreement, a new Calculation Agent, which (save in the case of an interim Calculation Agent) is or will be a Commodity Contract Counterparty selected by the Issuer, shall be appointed to act as Calculation Agent for the purposes of the MLCI Facility Agreement; and
- in the event that UBS ceases to be the Calculation Agent under the Calculation Agency Agreement following an Insolvency Event in relation to UBS or certain breaches thereof, UBS shall cease to act as Calculation Agent under the UBS Facility Agreement and the Calculation Agent appointed for the purposes of the MLCI Facility Agreement shall be appointed to act as Calculation Agent for the purposes of the UBS Facility Agreement.

The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties. UBS will (save as referred to in relation to the MLCI Facility Agreement above and under the heading “Calculation Agency Agreement” below) act as Calculation Agent under any other such Facility Agreement. **Other Facility Agreements may not be on the same terms as the UBS Facility Agreement or the MLCI Facility Agreement.** It is not the Issuer’s intention to enter into Facility Agreements for the purpose of spreading counterparty risk. In the event that the Issuer enters into a Facility Agreement with a new Commodity Contract Counterparty, the Issuer will include in a supplementary prospectus such information relating to that new Commodity Contract Counterparty of which it is aware or is able to ascertain from information published by such new Commodity Contract Counterparty, as is required by Annex VIII of the Prospectus Regulation (Regulation Number 809/2004/EC).

### **Calculation Agency Agreement**

The Issuer, UBS, UBS Securities and MLCI have entered into the Calculation Agency Agreement pursuant to which UBS will act as Calculation Agent for the purposes of the MLCI Facility Agreement. The Calculation Agency Agreement contains customary exculpatory terms including provisions that neither the Trustee nor any holder or potential holder of Commodity Securities will be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent and that no duty will be owed by the Calculation Agent to the Trustee or any holder or potential holder of Commodity Securities in connection with any such determination.

The Calculation Agency Agreement will terminate automatically on the termination of either the MLCI Facility Agreement or the UBS Facility Agreement and upon the occurrence of an Insolvency Event with respect to UBS. CSL and MLCI may together terminate UBS’ appointment as calculation agent upon not less than 45 days’ written notice and either may do so earlier on certain breach events. UBS will be entitled to resign as calculation agent upon not less than 45 days’ written notice if at the time of giving such notice there are no and have not for 30 days been any Commodity Contracts outstanding under the UBS Facility Agreement or the UBS Short and Leveraged Facility Agreement. If UBS’ role as calculation agent is terminated (other than by CSL and MLCI together absent such breach events) its role as calculation agent under the UBS Facility Agreement will also terminate. Where UBS’ role as calculation agent is terminated, CSL must identify and appoint a replacement calculation agent (being a Commodity Contract Counterparty).

## **Security Agreements and Control Agreements**

The Issuer has entered into the UBS Security Agreement (which was entered into in relation to and supplements the UBS Facility Agreement and the UBS Short and Leveraged Facility Agreement) and the MLCI Security Agreement (which was entered into in relation to and supplements the MLCI Facility Agreement and the MLCI Short and Leveraged Facility Agreement) under which UBS and MLCI (respectively) have agreed to provide Collateral in respect of their Collateral Exposure at any time. The Collateral Exposure applicable to a Commodity Contract Counterparty is calculated each Business Day by both the Issuer and that Commodity Contract Counterparty and is verified between the parties each Business Day.

The Issuer has also entered into the UBS Control Agreement with UBS and The Bank of New York Mellon (as Securities Intermediary) and the MLCI Control Agreement with MLCI and The Bank of New York Mellon (as Securities Intermediary). Under the terms of the Security Agreements and the Control Agreements, each Commodity Contract Counterparty is required to post the Collateral to the Collateral Account in its name at the Securities Intermediary.

A description of the arrangements for the provision of Collateral by each Commodity Contract Counterparty under its respective Security Agreement and Control Agreement is set out under the heading "Provision of Collateral by the Commodity Contract Counterparties – Security Agreements and Control Agreements" in Part 1 (*General*).

## **Commodity Contracts**

46 classes of Commodity Contracts are currently available under the Facility Agreements to be created by the Issuer, corresponding to the 46 classes of Micro Securities and Individual Securities. Where an Authorised Participant has agreed with a Commodity Contract Counterparty the pricing for the issue or redemption of Micro or Commodity Securities and the creation or termination of the corresponding Commodity Contracts ("Agreed Pricing") the Issuer will create or terminate Commodity Contracts at that pricing, but otherwise the creation or termination price per Commodity Contract will be the Price of the corresponding Micro Security on the applicable Pricing Day ("Settlement Pricing").

Whenever Settlement Pricing is used:

- upon receipt by the Issuer of a valid Application Form or Redemption Form, the Issuer will send to the relevant Commodity Contract Counterparty a Creation Notice or Cancellation Notice (together with a copy of the applicable Application Form or Redemption Form, as the case may be) creating or terminating, as the case may be, an Equivalent Number of Commodity Contracts corresponding to the Micro or Commodity Securities which are the subject of the Application Form or Redemption Form; and
- within 30 minutes of the Notice Deadline (or, if later, within 30 minutes of any Creation Notice or Cancellation Notice having been sent by the Issuer to the relevant Commodity Contract Counterparty), the Issuer will contact the relevant Commodity Contract Counterparty by telephone to seek confirmation of acceptance by it of such Creation Notice or Cancellation Notice. The relevant Commodity Contract Counterparty will confirm such Creation Notice or Cancellation Notice provided that it complies with certain formalities (set out in the Facility Agreement) as to form, quantum, procedure, timing and substance.

As referred to under the heading "Applications and Redemptions - The System" in Part 3 (*Description of Commodity Securities*), the Issuer intends to implement the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and certain of the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. Once this System has become effective it is expected that all Applications will be made and all Redemptions will be requested using this system.

## **Separate Pools**

All Micro Securities and Individual Securities of the same class (and Index Securities to the extent they comprise Micro Securities of that class) will have recourse only to the Secured Property of the Pool attributable to that class and not to the Secured Property of any Pool attributable to any other class. The principal assets to be included in each Pool are the Commodity Contracts of that class with UBS and MLCI, the rights of the Issuer under the Facility Agreements for that class, and the rights in respect of that class of Commodity Contracts under the Security Agreements, the Control Agreements and the BAC Guarantee. The Issuer may issue other types of commodity securities, based on different prices or having some other different characteristics, but any such securities will have recourse only to the Secured Property of the Pool attributable to such new type and not to the assets attributable to any other type.

## **Corresponding Terms of Commodity Contracts with Commodity Securities**

Whenever Micro or Commodity Securities are issued or redeemed, the Issuer will always create or terminate corresponding Commodity Contracts of the corresponding class(es) as those Micro Securities or the Micro Securities which are comprised in those Commodity Securities (as the case may be). Whenever there is a Rebalancing of Index Securities then the number(s) and class(es) of Commodity Contracts referable to the Micro Securities which are to cease to be comprised in each Index Security is terminated and replaced by the number(s) and class(es) of Commodity Contracts referable to the Micro Securities which are to become comprised in each Index Security. Consequently the sum of the exposures of the Commodity Contract Counterparties in respect of Commodity Contracts of each class at any time will always exactly match the exposure of the Issuer in respect of Micro Securities and Individual Securities of the corresponding class, and in respect of Index Securities to the extent they are comprised of Micro Securities, at that time.

Payment for the issue of Micro or Commodity Securities and for the creation of Commodity Contracts will be made by an Authorised Participant directly to the relevant Commodity Contract Counterparty, via CREST. Payment on the redemption of Micro or Commodity Securities will be made by the relevant Commodity Contract Counterparty, in respect of the termination of the corresponding Commodity Contracts by the Issuer, directly to the Authorised Participant redeeming the Micro or Commodity Securities, via CREST, subject to certain set-off arrangements in respect of creation amounts due and unpaid by the Authorised Participant in relation to the issue of Micro or Commodity Securities.

Unless Agreed Pricing is used, the amount payable upon creation or termination of Commodity Contracts is always determined in the same manner as the Price on the applicable Pricing Day for the corresponding Micro or Commodity Securities which are applied for or redeemed. Under the Facility Agreements, a Market Disruption Day is determined in the same manner as the determination of a Market Disruption Day under the Programme. Accordingly, any day that is a Market Disruption Day for the purposes of a Facility Agreement is also a Market Disruption Day for the purposes of the Programme. Commodity Contracts have no equivalent of a Principal Amount.

If Agreed Pricing is used to determine the amount payable upon creation or termination of Commodity Contracts, the same Agreed Pricing applies to the corresponding Micro or Commodity Securities which are applied for or redeemed.

Consequently, save in the event of a compulsory redemption in the circumstances described in the risk factors entitled "Realisation of Collateral" and "Enforcement by the Trustee" above, the amounts payable between Authorised Participants and the Issuer on the issue or redemption of Micro or Commodity Securities (other than Application Fees and Redemption Fees which are payable by Authorised Participants to the Issuer (and save where the Principal Amount of a Micro or Commodity Security exceeds its Price)) will always be identical to the amounts payable between the Issuer and a Commodity Contract Counterparty on the creation and termination of the corresponding Commodity Contracts.

## **Elections**

Upon an Application Form being lodged for new Commodity Securities:

- the Issuer will only issue new Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement; and

- the Issuer may in its absolute discretion elect to satisfy such Application by the transfer of the appropriate number and type of Commodity Securities from one or more Security Holders seeking redemption. In that event, to the extent of the number and type of Commodity Securities transferred, no new Commodity Contracts will be created.

### **Management Fee**

The Management Fee, together with the Licence Allowance, will be reflected in the daily adjustments to the Multiplier and Capital Adjustment for the Classic Securities and Forward Securities. The Management Fee and the Licence Allowance will be paid by the Commodity Contract Counterparties to the Issuer.

No other cash payments are settled between the Commodity Contract Counterparties and the Issuer. The net amounts payable on creation or termination of Commodity Contracts are paid directly between the relevant Commodity Contract Counterparty and the Authorised Participant which is applying for or redeeming the Micro or Commodity Securities, via CREST.

### **Calculation Agent**

UBS is required to act as Calculation Agent under and solely for the purposes of the UBS Facility Agreement, the MLCI Facility Agreement and each other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

UBS has two separate roles as Calculation Agent, as follows:

- (a) UBS will determine the existence of a Market Disruption Event in respect of an Individual Commodity Index; and
- (b) if an Individual Commodity Index is not calculated and/or published and a substitute value is required to be calculated and published pursuant to the Facility Agreement UBS will calculate a substitute value for that Individual Commodity Index in accordance with the Facility Agreement.

In acting as Calculation Agent, UBS is required under the terms of the UBS Facility Agreement and the Calculation Agency Agreement to act in good faith and in a commercially reasonable manner, and in accordance with its obligations under the UBS Facility Agreement and the Calculation Agency Agreement. Subject to those requirements, the calculations of the Calculation Agent are final and conclusive in the absence of manifest error.

The Issuer may provide copies of determinations notified to the Issuer by the Calculation Agent under a Facility Agreement to the Trustee (but no other person) and/or notify the Trustee (and any other persons) of such determinations by the Calculation Agent, but in each case on the express basis that they are for information purposes only; neither the Trustee nor any actual or potential Security Holder can rely as against the Calculation Agent upon any determination of the Calculation Agent; and no duty is owed by the Calculation Agent to the Trustee or any actual or potential Security Holder.

## PART 5

### THE PROGRAMME

#### Overview of the Programme

The rights attached to Micro and Commodity Securities are summarised in Part 3 (*Description of Commodity Securities*), Part 4 (*Description of Facility Agreements and Commodity Contracts*), Part 5 (*The Programme*) and Part 6 (*Trust Instrument and Commodity Securities*).

Micro and Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants. Applications for Micro Securities will not be accepted unless the Issuer in its discretion determines to do so. If an application for Micro Securities is accepted, the same procedures as apply to applications for Individual Securities will apply. Only Authorised Participants may apply for and/or redeem Micro or Commodity Securities (except that a Security Holder who is not an Authorised Participant may request redemption of Micro or Commodity Securities which it holds in the event that on any given Trading Day there are no Authorised Participants or as may be announced by the Issuer from time to time in accordance with the Conditions and such Security Holder submits a valid Redemption Form on such day).

Micro and Commodity Securities are available to be issued in Certificated Form or in Uncertificated Form in the CREST System. Persons who apply for Commodity Securities and wish to hold their Commodity Securities in Uncertificated Form should so signify on the Application Form and complete the relevant sections of that form in accordance with the instructions thereon. See "CREST" below.

#### Passporting

The Issuer has requested the FSA to provide the competent authority in Austria, the *Österreichische Finanzmarktaufsicht* (Austrian Financial Market Authority), the competent authority in Denmark, the *Finanstilsynet* (Financial Supervisory Authority), the competent authority in Finland, the *Finanssivalvonta* (Finnish Financial Supervisory Authority), the competent authority in France, the *Autorité des Marchés Financiers* (Authority for the Financial Markets), the competent authority in Germany, the *Bundesanstalt für Finanzdienstleistungsaufsicht* (the Federal Financial Supervisory Authority), the competent authority in Italy, the *Commissione Nazionale per le Società e la Borsa* (CONSOB), the competent authority in the Netherlands, the *Autoriteit Financiële Markten* (Authority for the Financial Markets), the competent authority in Portugal, the *Comissão do Mercado de Valores Mobiliários* (Portuguese Securities Market Commission), the competent authority in Spain, the *Comisión Nacional del Mercado de Valores* (Securities Market Commission) and the competent authority in Sweden, *Finansinspektionen* (Financial Supervisory Authority) with certificates of approval attesting that this Prospectus has been drawn up in accordance with Directive 2003/71/EC.

The Issuer may request the FSA to provide competent authorities in other EEA Member States with such certificates whether for the purposes of making a public offer in such Member States or for admission to trading of all or any Commodity Securities on a regulated market therein or both.

The Classic Commodity Securities specified in paragraph 19(d) of Part 11 (*Additional Information*) have been admitted to listing on Euronext Amsterdam since 15 December 2006. The Classic Commodity Securities (other than the CLPT Securities) have also been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 1 November 2006, Euronext Paris SA since 15 February 2007 and the ETFplus market of the Borsa Italiana since 20 April 2007.

The Forward Commodity Securities specified in paragraph 19(d) of Part 11 (*Additional Information*) have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 27 November 2007.

Although all the Micro Securities have been admitted to trading on the Main Market of the London Stock Exchange, the Issuer does not anticipate that an active secondary market will develop in any of the Micro Securities.



## **Procedure for Application**

Only Authorised Participants may make an Application. An Authorised Participant who wishes to apply for Commodity Securities should complete the Application Form in accordance with the instructions thereon and send it to the Registrar.

As described under the heading “Applications and Redemptions” in Part 3 (*Description of Commodity Securities*), the Issuer intends to implement the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. Once this System has become effective it is expected that all Applications will be made and all Redemptions will be requested using this system.

For those Applicants who wish to hold their Commodity Securities in Certificated Form, certificates in respect of the Commodity Securities will be dispatched within 10 Business Days of the Commodity Securities being issued. For those Applicants who desire to hold their Commodity Securities in Uncertificated Form, the relevant CREST account will be credited on the day on which the Commodity Securities are issued against payment. The Issuer considers it preferable that Commodity Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Issuer reserves the right to issue any Commodity Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST), or on the part of the facilities and/or systems operated by the Registrar in connection with CREST. This right may also be exercised if the correct details (such as participant ID and member account details) are not provided as requested on the Application Form. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.

By completing and delivering an Application Form or lodging an Application order through the System, the Applicant confirms and agrees that:

- (a) it is not relying on any information or representation other than such as may be contained in this document;
- (b) no person responsible solely or jointly for this document or any part of it shall have any liability for any information or representation not contained in this document;
- (c) it is an Authorised Person, an Exempt Person or an Overseas Person;
- (d) it understands that Micro and Commodity Securities are direct, limited recourse obligations of the Issuer alone; and
- (e) it understands that the obligations of the Issuer under Micro and Commodity Securities are not guaranteed by UBS or any member of the UBS Group, MLCI, BAC or any other member of the BAC Group or any other Commodity Contract Counterparty or Guarantor.

Further details on new issues are set out in Part 3 (*Description of Commodity Securities*).

## **Subscription for Commodity Securities**

All Application Moneys for Commodity Securities must be paid through CREST in accordance with the procedures set out in the Application Form.

Commodity Securities in respect of which the Application has been made will not be issued unless the Commodity Contracts created and to be paid for with the Application Moneys for that Application are in force.

## Settlement

### CREST

The Issuer is a participating issuer in, and the Micro Securities and Commodity Securities are participating securities in, CREST, a paperless multi-currency electronic settlement procedure enabling securities (including debt securities) to be evidenced otherwise than by written instrument, and transferring such securities electronically with effective delivery versus payment. Accordingly, to the extent that the Micro and Commodity Securities are issued in Uncertificated Form, settlement of transactions in the Micro and Commodity Securities will take place within the CREST system.

### Settlement and Delivery on the Eurolist by Euronext Amsterdam

All Commodity Securities traded on Euronext Amsterdam are eligible for settlement in the systems of Euroclear Bank Brussels and Euroclear NIEC (*Euroclear Nederlands Interprofessioneel Effecten Centrum*), the Euroclear Dutch Interprofessional Securities Centre.

For the purposes of discharging any obligations under the Commodity Securities, the Issuer will treat the persons or entities registered in the Register as the sole Security Holders. In so far as any Commodity Securities are held through them, Euroclear Bank Brussels or Euroclear NIEC (or their nominee) will be registered in the Register as the Security Holder and consequently will be treated by the Issuer as sole Security Holder in respect of such Commodity Securities. Account holders recorded in the systems of Euroclear Bank Brussels or Euroclear NIEC as the holders of Commodity Securities must look to Euroclear Bank Brussels or Euroclear NIEC (respectively) to receive any and all entitlements under such Commodity Securities.

### Settlement and Delivery on the Frankfurt Stock Exchange

For the purpose of good delivery of the Commodity Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft ("**Clearstream**") will issue, for each series and the relevant number of Commodity Securities, a Global Bearer Certificate (each a "**Global Bearer Certificate**") in the German language created under German law ("**Collective Safe Custody**"). Global Bearer Certificates have been issued in respect of the Classic Commodity Securities. The Global Bearer Certificates have the following German ISIN Codes:

Type of Global Bearer Certificate	ISIN Code
ETFS Aluminium	DE000A0KRJS4
ETFS Coffee	DE000A0KRJT2
ETFS Copper	DE000A0KRJU0
ETFS Corn	DE000A0KRJV8
ETFS Cotton	DE000A0KRJW6
ETFS Crude Oil	DE000A0KRJX4
ETFS Gasoline	DE000A0KRJY2
ETFS Gold	DE000A0KRJZ9
ETFS Heating Oil	DE000A0KRJ02
ETFS Lean Hogs	DE000A0KRJ10
ETFS Live Cattle	DE000A0KRJ28
ETFS Natural Gas	DE000A0KRJ36
ETFS Nickel	DE000A0KRJ44
ETFS Silver	DE000A0KRJ51
ETFS Soybean Oil	DE000A0KRJ69
ETFS Soybeans	DE000A0KRJ77
ETFS Sugar	DE000A0KRJ85
ETFS Wheat	DE000A0KRJ93
ETFS Zinc	DE000A0KRKA0
ETFS Agriculture DJ-UBSCI <sup>SM</sup>	DE000A0KRKB8
ETFS All Commodities DJ-UBSCI <sup>SM</sup>	DE000A0KRKC6
ETFS Energy DJ-UBSCI <sup>SM</sup>	DE000A0KRKD4
ETFS Ex-Energy DJ-UBSCI <sup>SM</sup>	DE000A0KRKE2
ETFS Grains DJ-UBSCI <sup>SM</sup>	DE000A0KRKF9
ETFS Industrial Metals DJ-UBSCI <sup>SM</sup>	DE000A0KRKG7
ETFS Livestock DJ-UBSCI <sup>SM</sup>	DE000A0KRKH5

<b>Type of Global Bearer Certificate</b>	<b>ISIN Code</b>
ETFS Petroleum DJ-UBSCI <sup>SM</sup>	DE000A0KRKJ1
ETFS Precious Metals DJ-UBSCI <sup>SM</sup>	DE000A0KRKK9
ETFS Softs DJ-UBSCI <sup>SM</sup>	DE000A0KRKL7
ETFS Forward Natural Gas	DE000A0SVYC2
ETFS Forward Agriculture	DE000A0SVX83
ETFS Forward All Commodities	DE000A0SVX34
ETFS Forward Energy	DE000A0SVX42
ETFS Forward Ex-Energy	DE000A0SVX67
ETFS Forward Grains	DE000A0SVYB4
ETFS Forward Industrial Metals	DE000A0SVX75
ETFS Forward Livestock	DE000A0SVYA6
ETFS Forward Petroleum	DE000A0SVX59
ETFS Forward Softs	DE000A0SVX91

A non-binding English language translation of the conditions of the Global Bearer Certificates is set out in Part 8 (*Global Bearer Certificates*) and the definitive German language text is annexed hereto in Annexes 1 and 2.

For each Global Bearer Certificate, the relevant number and type of Commodity Securities will be registered in the name of Vidacos Nominees Limited, London, England (the “**Nominee**”) in the relevant Register of Security Holders and credited to a separate safe custody account of Clearstream with Citibank N.A., London, England (the “**Custodian**”). The safe custody accounts assigned to the Commodity Securities (the “**Safe Custody Account**”) will be designated “Clearstream Banking Aktiengesellschaft (Clearstream) — Special Safe Custody Account for ETFS Commodity Securities Global Bearer Certificate” followed by the name and type of Commodity Security concerned as set out in Annex 2.

In accordance with the conditions governing each Global Bearer Certificate:

- each co-owner thereof will be entitled, at his expense, to demand at any time that Clearstream arrange for the registration of the co-owner or a third party designated by him, in the relevant Register of Security Holders of the number and type of Commodity Securities corresponding to his co-ownership share or any portion thereof in the Global Bearer Certificate of the same type; and
- any registered holder of Commodity Securities of any relevant type will be entitled, at his expense, to have his Commodity Securities delivered to the Custodian for crediting to the Safe Custody Account against a corresponding co-ownership share in the Global Bearer Certificate of the relevant type.

Whenever the number of Commodity Securities represented by the Global Bearer Certificate of any type changes (as a result, for example, of deliveries to the Safe Custody Account, withdrawals from the Safe Custody Account or issues or redemptions of Commodity Securities), Clearstream will amend the relevant Global Bearer Certificate accordingly.

Unless otherwise agreed, the Issuer will treat the Nominee as one single security holder so far as fractional rights and entitlements are concerned.

*Cash Payments and Exercise of Subscription Rights and Other Rights:* Cash payments are credited to Clearstream’s cash account with the Custodian and paid by Clearstream to the respective co-owners. Any subscription rights or other rights and any fractional rights relating to the Commodity Securities in the Safe Custody Account will be held by Clearstream at the disposal of HSBC Trinkaus & Burkhardt AG (the “**Bank**”) of Königsallee 21/23, 40212 Düsseldorf, Federal Republic of Germany. Upon the request of the Bank, Clearstream will give instructions to the Custodian for the exercise, purchase or sale of such subscription rights, other rights or fractional rights. In case of any flow of cash amounts resulting out of such transactions, Clearstream will without delay inform the Bank by fax of the net proceeds or the net costs, respectively, and the related value date. The net proceeds or the net costs, respectively, must be credited or debited to the Bank’s cash account with Clearstream or as otherwise agreed between Clearstream and the Bank.

*Clearstream Banking AG:* Clearstream is a company that was incorporated on 12 July 1949 in Frankfurt under the laws of the Federal Republic of Germany.

Clearstream is a regulated credit institution under the German Banking Act and licensed as the German Central Securities Depository pursuant to the German Securities Deposit Act, i.e. a professional depository that holds securities for its customers and facilitates the clearance and settlement of securities transactions among them through electronic book-entry transfers between their accounts, thereby eliminating the need for physical movement of the securities. Clearstream also provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Clearstream's customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Clearstream conducts its business in the legal form of a German stock corporation (Aktiengesellschaft), registered in the commercial register at the local court in Frankfurt under number HRB 7500, and with registered office at Neue Börsenstraße 1, D60487 Frankfurt am Main, Federal Republic of Germany.

#### *Supply and Inspection of Documents in Germany*

For the duration of the Programme or so long as any Commodity Securities remain outstanding, copies of this Prospectus (or any replacement prospectus), the German translation of the summary thereto and all financial information as well as the contracts required to be disclosed by the Issuer pursuant to the applicable rules will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Bank, and a copy of the documents referred above may be requested by contacting the Bank.

#### *Settlement and Delivery on the Eurolist of Euronext Paris SA*

All Commodity Securities traded on Euronext Paris SA will be recorded in the Register in the name of Euroclear France or another Euroclear company and held beneficially for persons who have bought through Euronext Paris SA. For those persons Euroclear will maintain its own record of holders ("**French sub-register**"). All Commodity Securities traded on Euronext Paris SA will be settled and cleared through the normal Euroclear systems. Market-makers and other account holders at Euroclear will be permitted to transfer securities between the Register and the French sub-register and any other sub-registers applicable to other markets which the Commodity Securities may be admitted to trading, and thereby be able to move securities between the London Stock Exchange, such other markets and Euronext Paris SA.

For the purposes of discharging any obligations under the Commodity Securities held through Euroclear France, the Issuer will treat Euroclear France (or such other Euroclear company) as the single security holder of such Commodity Securities and the holders recorded in the French sub-register must look to Euroclear France to receive any and all entitlements under such Commodity Securities.

#### *Settlement and Delivery on the ETFplus Market of the Borsa Italiana*

All Commodity Securities traded on Borsa Italiana S.p.A. will be recorded in the Register in the name of Monte Titoli S.p.A. and held beneficially for persons who have bought through the Borsa Italiana S.p.A. For those persons Monte Titoli S.p.A. will maintain its own record of holders ("**Italian sub-register**"). All Commodity Securities traded on the Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A. Market-makers and other account holders at Monte Titoli S.p.A. will be permitted to transfer securities between the Register and the Italian sub-register and any other sub-registers applicable to other markets to which the Commodity Securities may be admitted to trading, and thereby be able to move securities between the London Stock Exchange, such other markets and Monte Titoli S.p.A.

For the purposes of discharging any obligations under the Commodity Securities held through Monte Titoli S.p.A., the Issuer will treat Monte Titoli S.p.A. as the single security holder of such Commodity Securities and the holders recorded in the Italian sub-register must look to Monte Titoli S.p.A. to receive any and all entitlements under such Commodity Securities.

## **Registers**

The Registrar will maintain the Registers in Jersey.

## **UCITS and CIS**

### *United Kingdom*

The Issuer has received legal advice that the Commodity Securities (other than the CLPT Securities and the BG Securities) do not constitute units in a collective investment scheme. The Issuer has also received legal advice that the Commodity Securities are capable of constituting transferable securities and do not give rise to an investment in precious metals or constitute certificates representing precious metals and are therefore capable of being eligible investments for a UCITS Scheme. Prospective investing UCITS Schemes would need to satisfy themselves that an investment in the Commodity Securities in their own circumstances would be in line with their investment objectives and comply with relevant parts of the FSA Handbook.

### *Germany*

The Issuer has been advised that, for purposes of investment by UCITS Funds established according to the applicable rules in Germany, the Micro and Commodity Securities should constitute eligible assets for investments according to the German Investment Act. However prospective investing such UCITS Funds would need to satisfy themselves that an investment in the Micro or Commodity Securities in their own circumstances would be in line with their investment objectives and restrictions as well as the restrictions of the German Investment Act and the applicable risk management requirements.

### *Spain*

The Issuer has been advised that, for purposes of investment by UCITS Funds established in Spain, the Commodity Securities should be considered eligible assets, as they are transferable securities not embodying embedded derivatives and listed on stock exchange, fulfilling the applicable requirements regarding to their limited potential loss, liquidity, reliable price assessment, available data information, negotiability, risks coverage, and their performance is linked to commodities for which there is a secondary market.

## **Money Laundering Regulations**

The verification of identity requirements of Jersey's anti-money laundering laws and regulations and/or any subsequent equivalent legislation will apply to the Programme and verification of the identity of the Authorised Participants for Commodity Securities may be required. The anti-money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Authorised Participants.

By lodging an Application Form or lodging an Application order through the System, each Authorised Participant confirms that it is subject to the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering Regulations 2007 (in relation to the UK) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Application Form or order, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Money Laundering (Jersey) Order 2008, the Money Laundering Regulations 2007 and/or any other applicable legislation.

The secretary is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Authorised Participant and whether such requirements have been satisfied. Neither the Issuer nor the Registrar shall be responsible or liable to any person for any loss or damage suffered as a result of the exercise of their discretion hereunder.

No Application will be accepted by the Issuer unless evidence of such Authorised Participant's identity satisfactory to the Issuer and its agents is provided.

## PART 6

### TRUST INSTRUMENT AND COMMODITY SECURITIES

The issue of Micro Classic Securities, Classic Individual Securities and Classic Index Securities of Issuer (each having the Principal Amount stated in paragraph 5 of Part 11 (*Additional Information*)) having an aggregate Principal Amount of up to US\$1,000,000,000, of any of the classes and categories described in this Prospectus (other than the CLPT Securities and the CLPT Micro Securities) was authorised pursuant to a resolution of the Board passed on 15 September 2006 and such Classic Micro and Commodity Securities are constituted by a Trust Instrument dated 21 September 2006, as amended by a supplemental trust instrument dated 17 September 2007, a second supplemental trust instrument dated 23 April 2008, a third supplemental trust instrument dated 15 August 2008, a fourth supplemental trust instrument dated 15 September 2008, a fifth supplemental trust instrument dated 8 October 2008, a sixth supplemental trust instrument dated 30 June 2009, a seventh supplemental trust instrument dated 7 August 2009, an eighth supplemental trust instrument dated 20 January 2011, a ninth supplemental trust instrument dated 14 March 2011 and a tenth supplemental trust instrument dated 22 December 2011 (as so amended, the “**Trust Instrument**” which expression includes further deeds or documents supplemented thereto from time to time), governed by Jersey law between the Issuer and The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”), (as amended) and in each case secured by a security deed governed by English law dated 21 September 2006 between the Issuer and the Trustee, as amended.

The issue of up to 1,000,000,000 in number of Forward Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 11 (*Additional Information*)) of any of the classes described in this Prospectus was authorised pursuant to a resolution by the Board passed on 20 July 2007 and such securities of each type are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 17 September 2007 between the Issuer and the Trustee, as amended.

The issue of up to 1,000,000,000 in number of CLPT Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 11 (*Additional Information*)) of any of the classes described in this Prospectus was authorised pursuant to a resolution by the Board passed on 11 September 2008 and such securities of each class are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 15 September 2008 between the Issuer and the Trustee, as amended.

The issue of up to 1,000,000,000 in number of BG Micro Securities, BG Securities and Ex Classic Index Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 11 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 8 December 2011 and such securities of each class are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 8 December 2011 between the Issuer and the Trustee.

The following are the Conditions applicable to all types of Micro and Commodity Securities:

#### “The Conditions

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

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

## 1. DEFINED TERMS AND INTERPRETATION

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

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

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

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

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

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

**Authorised Participant** means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, *provided that* no person shall be an Authorised Participant in respect of a Commodity Contract Counterparty unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and *provided further that* a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) if the Compulsory Redemption Number is not more than the Redemption Limit (in each case for the type), the Compulsory Redemption Number;
- (b) if the Compulsory Redemption Number is equal to or more than five times the Redemption Limit, 20 per cent. of the Compulsory Redemption Number; and



- (c) otherwise, the amount shall be the Redemption Limit on the first and on each consecutive Pricing Day thereafter except on the last Pricing Day when the amount shall be the Compulsory Redemption Number minus the sum of the Compulsory Number Priced on each preceding Pricing Day for that class or those classes in relation to that Compulsory Redemption;

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

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

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

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

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

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

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

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

- (a) holds 10 per cent. or more of the shares in such company;
- (b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;
- (c) holds 10 per cent. or more of the shares in a parent undertaking of such company;

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

**Counterparty Event of Default** means:

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

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

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

**Defaulted Obligation** means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Micro and Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any

withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

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

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

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

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

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

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

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

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

**Facility Agreements** means the agreements entitled “Facility Agreement relating to Classic and Forward Commodity Contracts” between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder, including such an agreement between the Issuer and UBS dated 5 August 2009 (the **UBS Facility Agreement**) and such an agreement between the Issuer and MLCI dated on or about the Applicable Date (the **MLCI Facility Agreement**);

**Forward Commodity Contract** means in relation to Micro Forward Securities of a particular class (or Forward Commodity Securities to the extent they are comprised of Micro Forward Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in

accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Forward Securities;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hedging Disruption Event** means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty's ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant

class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants or the occurrence or existence of any other circumstance or event;

**Index Securities** means the Classic Index Securities and the Forward Index Securities;

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

**Individual Securities** means together the Classic Individual Securities and the Forward Individual Securities;

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

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

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

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

**Issuer Insolvency Event** means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (*Désastre*) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its

winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; *provided that* no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee;

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

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

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

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

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

**Listing** means the admission of the Micro and Commodity Securities to the Official List in accordance with the Listing Rules and admission of the Micro and Commodity Securities to trading

on the London Stock Exchange's market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective;

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

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

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

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

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

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

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

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

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

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

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

**Micro Securities** means the Micro Classic Securities and the Micro Forward Securities;

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

**Month** means calendar month;

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

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

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

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

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

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

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

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

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

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

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

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

**Pool Factor** means at any time in respect of any Pool and the Micro Securities and Individual Securities/and Index Securities to the extent that they comprise Micro Securities of that class)



attributable to that Pool fee number determined as at that time in accordance with Conditions 5.4 and 20.3;

**Price** means:

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

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

**Pricing Date** means:

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

**Pricing Day** means, for each class of Micro Securities, a Trading Day for the Individual Commodity Index applicable to that class of Micro Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Redemption Payment Date** means:

- (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the third London Business Day following the Pricing Date of that Redemption; *provided that* if that day is not a New York Business Day then the Redemption Payment Date shall be on the next following Business Day; or
- (b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or
- (c) in the case of a Redemption in accordance with a Listing Failure, the third London Business Day following the relevant Listing Failure Date; *provided that* if that day is not a New York Business Day then the Redemption Payment Date shall be the next following Business Day, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or
- (d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the third London Business Day following the last Pricing Day on which the Price of Micro and Commodity Securities being Redeemed was determined in accordance with these Conditions; *provided that* if that day is not a New York Business Day then the Redemption Payment Date shall be the next following Business Day;

**Registers** means the registers of Security Holders of each type kept and maintained by the Registrar and "**Register**" shall be construed accordingly. At the Applicable Date, there are 104 Registers, one for each of the 104 different types of Micro and Commodity Securities then in issue pursuant to the Trust Instrument;

**Registrar** means Computershare Investor Services (Jersey) Limited (formerly known as Computershare Investor Services (Channel Islands) Limited) or such other person as may be appointed by the Issuer from time to time to maintain the Registers, to receive and process applications for Micro and Commodity Securities and to receive and process applications for Redemptions of Micro and Commodity Securities;

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

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

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

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

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

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

**Secured Obligations** means:

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

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

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

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

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

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

**Security Conditions** means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, to the extent required pursuant to the Facility Agreement to which that

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

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

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

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

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

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

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

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

**Short and Leveraged Commodity Securities** means the securities of the Issuer known as Short and Leveraged Commodity Securities constituted by the Short and Leveraged Trust Instrument as more fully described in the prospectus of the Issuer dated 21 January 2011;

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

**Short and Leveraged Trust Instrument** means the trust instrument between the Issuer and the Trustee dated 8 February 2008 as may be amended from time to time;

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

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

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

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

**Trustee Consent Documents** means each Facility Agreement (but excluding the schedules to that Facility Agreement, save schedules 1, 11 and 12), Commodity Contracts created thereunder, any Guarantee and any Security Agreement (but excluding the definitions of “Eligible Collateral”, “Issuer Concentration Limit”, “Jurisdiction Limit”, “Valuation Percentage” and “Value” therein);

**Trust Instrument** means the trust instrument dated 21 September 2006, between the Issuer and the Trustee, as amended and supplemented by trust instruments supplemental thereto, constituting Micro and Commodity Securities;

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

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

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

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

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

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

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

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

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

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

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

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

**VAT** means value added tax;

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

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

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

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

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

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

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

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

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

2.5 A Security Holder holding:

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

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

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

- (a) the classes of Micro Securities and corresponding Individual Securities which are in issue or available to be issued; and

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

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

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

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

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



4.4 The Issuer, the Trustee and, to the extent relevant, each Security Holder, by accepting a Micro or Commodity Security, agrees to treat the Micro and Commodity Securities as equity interests in the Issuer for all U.S. federal tax purposes.

**5. PRICE OF MICRO SECURITIES**

5.1 The Price for a Micro Security of a particular class for a Pricing Day is the amount determined for that class by the following formula (calculated to thirteen places of decimals with 0.0000000000005 rounded upwards):

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

where:

- i refers to the relevant class of Micro Securities;
- t refers to the applicable Pricing Day;
- $P_{(i,t)}$  is the Price of Micro Securities of class i and for day t;
- $I_{(i,t)}$  is the closing settlement price level of the Individual Commodity Index applicable to Micro Securities of class i for day t;
- $M_{(i,t)}$  is the Multiplier for class i and for day t; and
- $PF_{(i,t)}$  is the Pool Factor applicable to the relevant class of Micro Security on day t.

5.2 The Price for a Micro Security on any day other than a Pricing Day is the same as the Price for that class of Micro Security on the most recent Pricing Day for that class (but using the Multiplier determined for that day rather than the Multiplier for the most recent Pricing Day).

5.3 The Price of a Commodity Security is the sum of the Prices of each and every Micro Security comprised in that Commodity Security.

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

**6. MULTIPLIER**

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

6.2 On every subsequent day, the Multiplier for Micro Securities shall be adjusted in accordance with the following formula (calculated to seven places of decimals with 0.0000005 rounded upwards):

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

where:

- i refers to the relevant class of Micro Securities;
- t refers to the applicable day;
- $M_{(i,t)}$  is the Multiplier for class i and day t;
- $M_{(i,t-1)}$  is the Multiplier for class i the previous day t-1; and

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

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

## **7. CAPITAL ADJUSTMENT**

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

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

### **Redemption Entitlement**

- 8.1 Each Micro Security of a particular class carries the right on Redemption to payment of either:
- (a) the higher of (i) the Principal Amount for that class, and (ii) the Price of that Micro Security on the applicable Pricing Day determined in accordance with Condition 5.1 (*Settlement Pricing*); or
  - (b) where applicable, an amount determined by agreement between a Commodity Contract Counterparty and a Security Holder which is an Authorised Participant in accordance with Condition 8.15 (*Agreed Pricing*).
- 8.2 Subject as otherwise provided in these conditions, each Commodity Security of a particular type carries the right on Redemption to payment of the aggregate amounts payable on Redemption for all Micro Securities of which it is comprised, such amounts determined in accordance with Condition 8.1.

### **Redemption by Authorised Participants**

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

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

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

### Redemption Amount

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

### Redemption Limits

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

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

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

### Settlement Pricing

- 8.9 A Settlement Redemption Form shall be invalid:
- (a) if it does not specify a number and type of Micro or Commodity Securities to be Redeemed;
  - (b) [*not used*];
  - (c) for a Settlement Redemption Form lodged by an Authorised Participant, if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on an Issuer Business Day;

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

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

- 8.10 If the Issuer considers that a purported Settlement Redemption Form is invalid, it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to a Settlement Redemption Form any Micro or Commodity Securities where the relevant Commodity Contract Counterparty has not confirmed a corresponding Commodity Contract Termination in accordance with the provisions of the relevant Facility Agreement.

If the Issuer in its absolute discretion considers it necessary or desirable to do so in relation to any Settlement Redemption Form for the purpose of arranging (in aggregate) corresponding Commodity Contract Terminations in accordance with two or more Facility Agreements or to enable such Settlement Redemption Form to be settled in part in accordance with Condition 13 (*Settlement of Redemption Forms by Transfer*), or both, the Issuer may determine that the Settlement Redemption Form be deemed to comprise two or more deemed Settlement Redemption Forms, such deemed Settlement Redemption Forms relating to, in aggregate, the same numbers and types of Micro and Commodity Securities as those to which the original Settlement Redemption Form related; and these Conditions shall apply to such deemed Settlement Redemption Forms accordingly. If the Issuer determines to exercise its right to deem a Settlement Redemption Form to comprise two or more deemed Settlement Redemption Forms it shall notify

the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible.

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

- 8.12 A Settlement Redemption Form which is received by the Issuer on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Issuer Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.
- 8.13 Within one Business Day after the last Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.
- 8.14 The Issuer may change or vary the procedures for the lodgement of Settlement Pricing Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

### **Agreed Pricing**

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

### **Suspension of Redemptions**

- 8.19 If the Price of a class of Micro Security falls below its Principal Amount, the Issuer may at any time and from time to time while the Price in relation to such class is below such Principal Amount determine to suspend the right to Redeem the Micro Securities of that class and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class, in each case pursuant to Condition 8.1(a) and, subject as provided in this Condition 8.19, may

terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

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

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

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

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

### **Compulsory Redemption on Termination**

9.1 The Issuer may at any time (upon not less than seven days' notice in the case of (a) below and not less than thirty days' notice in the case of (b) below) by RIS announcement nominate an Issuer

Business Day to be a Compulsory Redemption Date for all Micro and Commodity Securities, or all Micro or Commodity Securities of any one or more type, if:

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

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

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

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

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

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

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

- (a) the Issuer has determined to divide such Pool as referred to in Condition 9.3 and such division has become effective; and



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

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

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

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

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

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

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

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

### **Compulsory Redemption for cause**

- 9.7 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate an Issuer Business Day (being not less than seven Trading Days and not more than fourteen Trading Days following the date of the notice) to be a Compulsory Redemption Date in respect of Micro and Commodity Securities held by that Security Holder, if:
- (a) the Issuer required the Security Holder in accordance with Condition 15 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder did not by the date specified in the notice given under Condition 15 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited Benefit Plan Investor; or
  - (b) the Issuer required the Security Holder in accordance with Condition 15 to certify whether or not it is a Prohibited US Person and the (i) Security Holder did not by the date specified in the notice given under Condition 15 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited US Person; or
  - (c) the Issuer considers (in its sole discretion) (i) that such Micro and Commodity Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those Micro and Commodity Securities, or (ii) that the ownership or holding or continued ownership or holding of those Micro and Commodity Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable opinion of the Issuer, cause a pecuniary or tax disadvantage to the Issuer or any other Security Holders which it or they might not otherwise have suffered or incurred,

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

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

## **Compulsory Redemptions**

9.11 Where a Compulsory Redemption Date is notified in accordance with these Conditions other than pursuant to Condition 9.7, in respect thereof:

- (a) the Issuer shall, no later than 8.00 a.m. on the Compulsory Redemption Date, by RIS announcement publish the Compulsory Daily Pricing Number of Micro and Commodity Securities of each relevant type to be priced on successive Pricing Days for each class commencing on the Compulsory Redemption Date;
- (b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced for each type of Micro or Commodity Securities to which the Compulsory Redemption Date relates shall be priced until Micro and Commodity Securities of that type (including, in the case of a Compulsory Redemption Date notified in accordance with Condition 9.6, all those Micro or Commodity Securities that have previously been deducted from the Compulsory Daily Pricing Number for that type pursuant to the proviso contained in the definition of "Compulsory Number Priced" in connection with that Compulsory Pricing Date) in a number equal to the Compulsory Redemption Number for that type have been Priced;
- (c) on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Micro and Commodity Securities in question into an appropriate CREST account or otherwise delivering such Micro and Commodity Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s) the sum of the Prices of all Micro and Commodity Securities thereby Priced together with an amount equivalent to interest thereon calculated at the rate of the Capital Adjustment then prevailing, in each case from the third London Business Day following the Pricing Day on which that Price was determined (provided that if that day is not a New York Business Day then on the next following Business Day) until and including the Redemption Payment Date;
- (d) each Redemption Account shall be credited with the relevant Security Holder's *pro-rata* share of the sum of the Prices of all Micro and Commodity Securities thereby Priced (and the Issuer shall be under no obligation to make payment of the amount so Priced until that amount shall have been determined); and
- (e) upon payment in full of that amount all such Micro and Commodity Securities which were so priced shall be cancelled.

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

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

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

10.1 Where a Redemption Form has been given for the Redemption of Micro or Commodity Securities, the Security Holder which holds those Micro or Commodity Securities which are the subject of that Redemption must deposit the Micro and Commodity Securities in question into an appropriate

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

- 10.2 Failure by a Security Holder to deposit those Micro and Commodity Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Micro and Commodity Securities. Where settlement of a Redemption of Micro and Commodity Securities is delayed due to the failure of the Security Holder to deposit the Micro and Commodity Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver such Micro and Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Security Holder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Security Holder fails to deliver such Micro and Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Micro and Commodity Securities.
- 10.3 Where Micro or Commodity Securities are Redeemed in accordance with Condition 9, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Micro and Commodity Securities being Redeemed.
- 10.4 Save to the extent that the proviso to Condition 8.3 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 11) into the applicable Redemption Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Security Holders in respect of the Micro and Commodity Securities which have been Redeemed.
- 10.5 The Issuer may, at any time, notify a Security Holder that a Commodity Contract Counterparty may have to withhold or deduct from a payment for a Commodity Contract Termination that corresponds to any Redemption by that Security Holder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Micro or Commodity Securities that may allow the Commodity Contract Counterparty to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Commodity Contract Counterparty by the relevant Security Holder or if it is not the beneficial owner of Micro or Commodity Securities held by such Security Holder and which are to be redeemed, such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Security Holder will also be reduced) by the amount of the withholding or deduction. If there is more than one Commodity Contract Counterparty the Issuer shall not be under any obligation to select the Commodity Contract Counterparty to whom the Commodity Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Security Holders in respect of any such selection or otherwise in relation to any such withholding or deduction.

- 10.6 The Redemption of Micro or Commodity Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Micro or Commodity Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.
- 10.7 If the proviso in Condition 8.11(c) applies with respect to an Index Security, then on the Redemption Payment Date for that Index Security the Issuer shall Redeem the Index Security:
- (a) to the extent that it is comprised of Micro Securities which have been Priced at the end of the fourth General Trading Day following Day 1 (**Priced Securities**), by payment into the relevant Redemption Account of an amount equal to the Redemption Amount that would have been determined for that Index Security if it had been comprised of the Priced Securities only; and
  - (b) to the extent that it is comprised of Micro Securities still not priced at the end of the fourth General Trading Day following Day 1 (**Delayed Securities**), by delivering to the relevant Security Holder Micro Securities of the same classes and in the same number as such Delayed Securities, and otherwise in accordance with this Condition 10. The Issuer may give such directions to the Security Holder as appear to the Issuer to be necessary to enable the settlement of any payment or delivery to be made by it pursuant to this Condition.

## 11. REDEMPTION FEE

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

## 12. INTEREST ON SETTLEMENT FAILURE

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

## 13. SATISFACTION OF REDEMPTION FORMS BY TRANSFER

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

## 14. REBALANCING OF INDEX SECURITIES

- 14.1 The rights of an Index Security shall be adjusted from time to time, so that the numbers and classes of Micro Securities comprised in such Index Securities and the Principal Amount of such Index Securities shall be adjusted as provided in this Condition 14 (a **Rebalancing**).
- 14.2 A Rebalancing will take place whenever the DJ-UBS Commodity Indices are rebalanced (a **Required Rebalancing**), and may at the election of the Issuer take place on other occasions if the Issuer considers in good faith a Rebalancing to be desirable to help reduce tracking error with the DJ-UBS Commodity Indices or any of their sub-indices (a **Voluntary Rebalancing**).
- 14.3 A Rebalancing shall not create, issue, redeem or cancel any Micro and Commodity Securities and no payment shall be made to a Security Holder in respect of any Rebalancing.
- 14.4 The Issuer covenants under the Trust Instrument that it shall procure that, in conjunction with each Rebalancing of Index Securities, the number of Commodity Contracts of each class in existence (and possibly, in the case of a Required Rebalancing, classes of Commodity Contracts) in existence will be adjusted to correspond with the number and classes of Micro and Commodity Securities in existence immediately following the Rebalancing.
- 14.5 If there is to be a change in the classes of Micro Securities that are comprised in a category of Index Securities following a Required Rebalancing, the Issuer shall notify the holders of those Index Securities of the change not less than fifteen days prior to the Rebalancing Calculation Date. The classes so notified may include new classes of Micro Securities representing new commodities the prices of which are to be included in the calculation of the DJ-UBS Commodity Indices following the Rebalancing. In the absence of a notification there shall be no change to the classes of Micro Securities which are comprised in a category of Index Securities.
- 14.6 The Issuer shall notify holders of Index Securities of a Voluntary Rebalancing not less than 10 days prior to the expected Rebalancing Calculation Date of that Rebalancing, at the same time notifying them of the month in which that Voluntary Rebalancing is to be effected and whether the Voluntary Rebalancing is to be an Extended Voluntary Rebalancing.
- 14.7 The Weights to be used in a Rebalancing shall be as follows:
- (a) the Weights for the ETFS All Commodities DJ-UBS CI<sup>SM</sup> Index Securities and the ETFS Forward All Commodities DJ-UBS CI-F3<sup>SM</sup> Index Securities shall be the same as the

Notifiable Weights of the Relevant DJ-UBS Commodity Index notified by the Commodity Contract Counterparty in accordance with the Facility Agreement; and

- (b) the Weights for each other category of Index Securities shall be the Weights determined in accordance with paragraph (a) above (excluding those Weights of commodities which are not represented in that category of Index Security), re-weighted proportionally so that the sum of the Weights of the commodities represented in that Index Security equals exactly 100 per cent.

14.8 The Issuer shall notify the holders, by way of RIS announcement, of each category of Index Securities of the Weights used in the Rebalancing of the Index Securities following their calculation.

14.9 On a Rebalancing Calculation Date, the Target Number of Micro Securities comprised in each Index Security of a particular category following a Rebalancing shall be calculated by applying the following formula to each class of Micro Securities to be comprised in that category of Index Securities:

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

where:

T refers to the Rebalancing Calculation Date;

i refers to the relevant class of Micro Securities;

j refers to the relevant category of Index Securities;

$MST_{(i,j)}$  is the Target Number of Micro Securities of class i to be comprised in each Index Security of category j following the Rebalancing;

$VSum_{(j,T)}$  is the sum of the Values of each and every Micro Security comprised in an Index Security of category j on the Rebalancing Calculation Date *provided that* if that day is a Market Disruption Day for any Individual Commodity Index, a substitute value for such index for the relevant day calculated by the Calculation Agent for the purposes of the Facility Agreement shall be used instead;

$Weight_{(i,j,T)}$  is the applicable Weight for Micro Securities of class i in Index Securities of category j, on the Rebalancing Calculation Date, determined in accordance with Condition 14.7, expressed as a decimal (so that 1 per cent. is expressed as 0.01); and

$P_{(i,T)}$  is the Price of Micro Securities of class i, on the Rebalancing Calculation Date *provided that* if that day is a Market Disruption Day for any Individual Commodity Index, a substitute value for such index for the relevant day calculated by the Calculation Agent for the purposes of the Facility Agreement shall be used instead.

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

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

$$MSDR_{(i,j,t)} = (MSB_{(i,j)} - MST_{(i,j)}) / N$$

where:

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

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

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

$$MSDI_{(i,j,t)} = VPTI_{(i,j,T)} \times VMSDR_{(j,t)} / P_{(i,t-1)}$$

where:

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

*provided however* if the day prior to day t is not a Pricing Day for a class of Individual Commodity Index, " $MSDI_{(i,j,t)}$ " for that class of Micro Security shall be zero on day t and shall be recalculated (by changing only  $P_{(i,t-1)}$ ) on the day following the next Pricing Day for that



class of Individual Commodity Index and that recalculated number of Micro Securities will be increased in addition to any other increase to occur on such day.

- (c) Micro Securities required to be removed from an Index Security in accordance with Condition 14.10(a) shall thereupon, without further action by the Security Holder, be converted into the Micro Securities required to be added in accordance with Condition 14.10(b).

14.11 For a Voluntary Rebalancing other than an Extended Voluntary Rebalancing, at the commencement of the day following the Rebalancing Calculation Date each class of Micro Securities comprised in each category of Index Securities in existence will be adjusted in accordance with Condition 14.10 except that N shall be 1 and day t shall be the first General Trading Day following the Rebalancing Calculation Date.

14.12 A Commodity Contract Counterparty and the Issuer may agree refinements to the Rebalancing mechanisms set out above from time to time, without the consent of the Trustee. Subject to the same provisos to Condition 30.2(d), the Rebalancing mechanisms set out above shall be amended in the manner agreed in writing by the Commodity Contract Counterparty and the Issuer and notified to Security Holders in an RIS announcement.

14.13 No money shall be payable by the Issuer to Security Holders, or by Security Holders to the Issuer, in respect of a Rebalancing.

## 15. ENQUIRIES AS TO STATUS OF SECURITY HOLDERS

15.1 The Issuer may at any time, without any requirement to state a reason, give notice to a Security Holder requiring that Security Holder:

- (a) to certify, no later than the date (the *Investor Notice Expiry Date*) falling fifteen Trading Days following the date on which the Issuer sends or transmits such requirement to that Security Holder whether that Security Holder is a Prohibited US Person or a Prohibited Benefit Plan Investor (and if that Security Holder is a Prohibited Benefit Plan Investor or Prohibited US Person, to notify the Issuer of the number and type of Micro and Commodity Securities in respect of which it is a Prohibited Benefit Plan Investor or Prohibited US Person); and
- (b) if that Security Holder asserts that it is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of all Micro and Commodity Securities held by it), to provide to the Issuer by the Investor Notice Expiry Date a certificate in the form and executed in the manner determined by the Issuer that the Security Holder is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of certain Micro and Commodity Securities held by it, specifying the number and type of Micro and Commodity Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).

15.2 The Issuer may provide to any Commodity Contract Counterparty copies of any enquiries made by it under this Condition 15 and any responses received from the Security Holder.

15.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 15, to assume that none of the Micro and Commodity Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.

## 16. CALCULATION AGENT

16.1 The Calculation Agent is appointed by the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Facility Agreement (but not for the purposes of these Conditions, the Micro and Commodity Securities or the Trust Instrument):

- (a) to determine whether a Market Disruption Event exists;

- (b) if an Individual Commodity Index is not published for five or more consecutive Trading Days by reason of those Trading Days being Market Disruption Days in respect of that Individual Commodity Index, to calculate and provide to the Issuer a substitute value for that Individual Commodity Index on each subsequent Trading Day for as long as the Market Disruption Event continues;
  - (c) if an Individual Commodity Index is not published on a Trading Day for any reason other than that Trading Day being a Market Disruption Day in respect of that Individual Commodity Index, to calculate and provide to the Issuer a substitute value for that Individual Commodity Index for that Trading Day and for each subsequent Trading Day for as long as the non-publication continues;
  - (d) to make the determinations and calculations provided for in Condition 14.9; and
  - (e) to make the determinations and notifications referred to in the definitions of ECIPs and Notifiable Weights.
- 16.2 The Calculation Agent is or will be required under each relevant Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) to act in good faith and in a commercially reasonable manner and in accordance with its obligations set out in that Facility Agreement (or such calculation agency agreement). Subject thereto, in the absence of manifest error the determinations of the Calculation Agent are final and conclusive.
- 16.3 Where for the purposes of each Facility Agreement a substitute value for an Individual Commodity Index is calculated by the Calculation Agent for a Trading Day, that substitute value shall be used in the calculation of the Price of Micro Securities to which that Individual Commodity Index is applicable for that Trading Day, in lieu of the Individual Commodity Index.
- 16.4 If the Issuer provides copies to the Trustee of determinations notified to the Issuer by the Calculation Agent and/or notifies the Trustee (or any other person) of determinations made by the Calculation Agent, but it shall do so on the express basis that:
- (a) such copies and notifications are provided to the Trustee for information purposes only;
  - (b) neither the Trustee nor any holder or potential holder of Micro and Commodity Securities shall be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent;
- and
- (c) no duty shall be owed by the Calculation Agent to the Trustee or any holder or potential holder of Micro and Commodity Securities in connection with any such determination.

## **17. ENFORCEMENT**

- 17.1 In addition to any of the powers conferred on the Trustee pursuant to the Security Deed with respect to the Secured Property, the Trustee may at any time:
- (a) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of the relevant Micro and Commodity Securities to which such Defaulted Obligation relates; and
  - (b) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was

determined on such date the most recently determined Price) of the affected Micro and Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of all affected and outstanding Micro and Commodity Securities and for this purpose (and Condition 17.3) “affected Micro and Commodity Securities” means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default, those Micro and Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

- 17.2 If the Trustee considers that the Issuer is in material breach of any of the covenants, undertakings and obligations (other than payment obligations) in the Trust Instrument and has not remedied the same within 30 days of being required to do so by the Trustee, the Trustee may, but shall not be obliged to, give notice to all Security Holders of that fact. Prior to giving any such notice, the Trustee shall provide a copy of the proposed notice to the Issuer and shall include with the notice any statement of not more than 1,000 words prepared by the Issuer and provided to the Trustee for the purpose within 7 days of receipt of the copy of the proposed notice referred to herein. In any such notice the Trustee may designate a Period (the **Breach Redemption Period**) commencing on any General Trading Day until the date one month from such General Trading Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Micro and Commodity Securities held by it in the same manner as though there were no Authorised Participants. After the expiry of the Breach Redemption Period, the relevant breach shall be deemed waived without prejudice to the right of the Trustee to take action in the event of any subsequent such breach.
- 17.2A In the event that at any time during the Breach Redemption Period the right to Redeem Micro Securities of any class or Commodity Securities of any type or types pursuant to Condition 8.1(a) is suspended pursuant to Condition 8.19 or the right to Redeem Micro Securities of any class or Commodity Securities of any type or types is suspended pursuant to Condition 8.20, then the right to Redeem Micro Securities of that class and Commodity Securities of that type or types pursuant to Condition 17.2 shall be suspended in like manner and the provisions of Condition 8.19(c) or Condition 8.20(c) (as the case may be) shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 8.19 or Condition 8.20 (as the case may be), the right to Redeem Micro Securities of that class and Commodity Securities of that type or types pursuant to Condition 17.2 shall resume and the Breach Redemption Period in respect of that class shall continue until the date one month from the date on which the suspension so ceased.
- 17.3 If a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Security Holder holding affected Micro and Commodity Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 17.1(a) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action in accordance with Condition 17.1(b).
- 17.4 Subject to Condition 17.6, only the Trustee may enforce the provisions of the Trust Instrument or the Security Deeds. Where the Trustee has elected or been directed to enforce the Issuer’s obligations under the Trust Instrument and the security constituted by a Security Deed, the right of Security Holders to lodge a Redemption Form with the Registrar shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to enforce the security (the **Election Date**) will be Redeemed in the normal manner. The Price for all Micro and Commodity Securities of a particular type outstanding at the Election Date will be the average Redemption Amount of the remaining Micro or Commodity Securities of that type.

- 17.5 If the Trustee takes any action pursuant to Condition 17.1 with respect to any Micro or Commodity Securities to which a Defaulted Obligation relates, it shall give notice to the Issuer that such Micro and Commodity Securities in respect of which such action is taken are, and they shall become, due and payable at their Redemption Amount, calculated in accordance with Condition 8.1 (*Redemption Entitlement*).
- 17.6 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case any such Security Holder will have only such rights against the Issuer as those which the Trustee is entitled to exercise against or in relation to the Issuer.

## 18. APPLICATION OF MONEYS

- 18.1 All moneys received by the Trustee pursuant to the realisation of Secured Property in respect of a particular class of Micro Securities (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class and for which they may be surrendered in accordance with the provisions of the Trust Instrument) shall be held by the Trustee upon trust, to apply them:
- (a) FIRST in payment or satisfaction of all amounts then due to the Trustee and unpaid (including to its attorneys, managers, agents, delegates or other person appointed by the Trustee) under terms of the Trust Instrument, and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the relevant Security Deed;
  - (b) SECONDLY in or towards payment or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of Micro Securities of that class and any type of Commodity Securities to the extent that they are comprised of Micro Securities of that class; and
  - (c) THIRDLY in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

## 19. RESTRICTIONS

- 19.1 So long as any Micro and Commodity Securities of a particular type are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:
- (a) not to incur or permit to subsist in respect of any Pool any indebtedness for borrowed money other than Micro and Commodity Securities or Further Securities, and not to give any guarantee or indemnity in respect of indebtedness of any person, save in each case with the prior written consent of the Trustee;
  - (b) other than as permitted under the applicable Security Deed, not to dispose of any of the Secured Property or any interest therein, or to create any mortgage, pledge, charge, lien, or other form of encumbrance or security interest or right of recourse in respect thereof in favour of any person;
  - (c) not to undertake any business save for the issue and redemption of Micro and Commodity Securities, the acquisition and disposal of Commodity Contracts, the issue and redemption of Short and Leveraged Commodity Securities (and any other securities constituted by the Short and Leveraged Trust Instrument) and the acquisition and disposal of Commodity Contracts (as defined in the Short and Leveraged Trust Instrument) and in each case entering into the necessary documents and performing its obligations and exercising its rights thereunder;
  - (d) to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then there is at least one Authorised Participant;

- (e) not to issue any Micro or Commodity Securities of any type unless it has purchased Commodity Contracts with corresponding terms and in an aggregate matching Redemption Amount;
- (f) not to maintain an office or other fixed place of business, nor to establish any permanent establishment, nor be or become tax resident, in any jurisdiction other than Jersey;
- (g) not to make any election under U.S. federal income tax laws to be treated otherwise than as an association taxable as a corporation for U.S. federal income tax purposes;
- (h) to undertake any business so as to seek to minimise the impact of taxation;
- (i) to procure that the Pools are at all times maintained in a manner so that they are readily distinguishable from each other and from any other pool to which any other class of securities of the Issuer is attributable (including but not limited to any Pool (as defined for the purposes of the Short and Leveraged Trust Instrument)); and
- (j) to exercise its rights in respect of any Collateral in any circumstance where such rights become exercisable and there are amounts due from the relevant Commodity Contract Counterparty and unpaid.

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

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

- 20.3 The Issuer may at any time (without the consent of the Security Holders and without giving prior notice) determine to divide any Pool (the **Existing Pool**) by allocating some of the Secured Property attributable to that existing Pool to a new Pool (the **New Pool**). If it determines to do so, the following shall apply:
- (a) the Issuer may only transfer all (and not merely some) of the Commodity Contracts with any one Commodity Contract Counterparty attributable to that Pool;
  - (b) prior to or on the transfer becoming effective, the Issuer shall create undated limited recourse secured micro securities (**New Micro Securities**) and undated limited recourse secured individual securities (**New Individual Securities**) of a new class referable to the same Individual Commodity Index and otherwise on the same terms as the Micro Securities attributable to the Existing Pool (the **Existing Micro Securities**) and the Individual Securities attributable to the Existing Pool (the **Existing Individual Securities**), each having a principal amount determined in accordance with Condition 20.3(d) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Micro Securities or the New Individual Securities) and on terms that such New Micro Securities and New Individual Securities shall have recourse only to the assets attributable to the New Pool, and (subject as provided in paragraph (f)) shall issue such New Micro Securities to the Security Holders of the Existing Micro Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Micro Security for each Existing Micro Security then held and such New Individual Securities to the Security Holders of the Existing Individual Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Individual Security for each Existing Individual Security then held. For this purpose (but subject as provided in paragraph (f)) any Micro Security or Individual Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;
  - (c) prior to or on the transfer becoming effective, the Issuer shall also create new classes of undated limited recourse secured index securities (**New Index Securities**), each on the same terms as the existing categories of Index Securities (**Existing Index Securities**) which comprise Existing Micro Securities, each having a principal amount determined in accordance with Condition 20.3(d) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Index Securities of any category) and on terms that such New Index Securities shall have recourse only to the assets attributable to the New Pools to which they are attributable, such New Index Securities being capable when in Certificated Form of surrender in exchange for the New Micro Securities of which they are comprised (being New Micro Securities corresponding to the Existing Micro Securities of which the Existing Index Securities to which that category of New Index Securities corresponds are comprised) and by reference to which the amount payable on Redemption of such New Index Securities is calculated, and (subject as provided in paragraph (f)) shall issue such New Index Securities to the Security Holders of the Existing Index Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Index Security for each Existing Index Security then held. For this purpose (but subject as provided in paragraph (f)) any Index Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;
  - (d) the principal amount and Pool Factor of each New Micro Security and each New Individual Security shall (subject as provided in paragraph (f)) be the proportion of the principal amount and Pool Factor respectively, of each Existing Micro Security and each Existing Individual Security (respectively) outstanding immediately prior to the transfer becoming effective that the aggregate Price of the Commodity Contracts to be transferred bears to the aggregate Price of the Commodity Contracts attributable to the Existing Pool, and on the creation and issue of the New Micro Securities and the New Individual Securities becoming effective the principal amount and Pool Factors of each Existing Micro Security and each Existing Individual Security and the principal amount of each Existing Index Security shall be reduced accordingly and the principal amount of each New Index Security determined accordingly;

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

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

- (i) for the purposes of the calculations to be made in accordance with paragraph (d), Commodity Contracts the subject of all Relevant Cancellation Notices shall be excluded, and the principal amounts and Pool Factors referred to therein shall be calculated as though all such Commodity Contracts had been terminated;
- (ii) for the purposes of the calculations to be made in accordance with paragraph (d), Commodity Contracts that have been created for the purposes of an Application that has not been completed by the issue of Micro or Commodity Securities shall be excluded, and the principal amounts and Pool Factors referred to therein shall be calculated as though all such Commodity Contracts had not been created;
- (iii) each Security Holder from whom such a Redemption Form in respect of Existing Micro Securities was received or deemed received shall not be issued New Micro Securities as provided in paragraph (b) and instead each of the Existing Micro Securities to which such Redemption Form relates shall be divided into Existing Micro Securities or New Micro Securities as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Micro Security ranking *pari passu*

with and having the same principal amount and Pool Factor as the other Existing Micro Securities of that class as reduced in accordance with paragraph (d) and each such New Micro Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other New Micro Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Micro Securities or New Micro Securities (as the case may be) as has the same aggregate principal amount as had the Existing Micro Securities in respect of which the Redemption Form related immediately prior to the division becoming effective;

- (iv) each Security Holder from whom such a Redemption Form in respect of Existing Individual Securities was received or deemed received shall not be issued New Individual Securities as provided in paragraph (b) and instead each of the Existing Individual Securities to which such Redemption Form relates shall be divided into Existing Individual Securities (and as necessary Existing Micro Securities) or New Individual Securities (and as necessary New Micro Securities) as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Individual Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other Existing Individual Securities of that class as reduced in accordance with paragraph (d) and each such New Individual Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other New Individual Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Individual Securities or New Individual Securities (as the case may be) as has the same aggregate principal amount as had the Existing Individual Securities in respect of which the Redemption Form related immediately prior to the division becoming effective; and
- (v) each Security Holder from whom such a Redemption Form in respect of Existing Index Securities was received or deemed received shall not be issued New Index Securities as provided in paragraph (c) and instead each of the Existing Index Securities to which such Redemption Form relates shall be divided into Existing Index Securities or New Index Securities as are attributable to the Pools to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Index Security ranking *pari passu* with and having the same principal amount as the other Existing Index Securities of that category as reduced in accordance with paragraph (d) and each such New Index Security ranking *pari passu* with and having the same principal amount as the other New Index Securities of that category, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Index Securities or New Index Securities (as the case may be) as has the same aggregate principal amount as had the Existing Index Securities in respect of which the Redemption Form related immediately prior to the division becoming effective.

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

20.5 Whenever as a result of consolidation of Micro or Commodity Securities a Security Holder would become entitled to a fraction of a Micro or Commodity Security the Issuer will Redeem such fraction of a Micro or Commodity Security.



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

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

**22. LISTING**

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

**23. WAIVER, AUTHORISATION AND DETERMINATION**

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

**24. EXERCISE OF DISCRETIONS**

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

**25. PRESCRIPTION**

The Trust Instrument does not provide for any prescription periods.

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

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

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

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

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

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

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

## **29. AMENDMENTS TO CONDITIONS**

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

## **30. AMENDMENTS TO DOCUMENTS**

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

30.2 The Issuer may by supplemental agreement or supplemental instrument or deed, as applicable, amend the Trust Instrument (including the Conditions), any Security Deeds or any of the Trustee Consent Documents (in respect of Conditions (a), (d), (h) or (i) below without the consent of the Trustee) save where, in respect of and under the terms of a Facility Agreement, that amendment is automatic or at the election of the relevant Commodity Contract Counterparty, and the Trustee agrees in the Trust Instrument to join in a supplemental agreement or supplemental instrument or deed as applicable accordingly, if one or more of the following applies:

- (a) the amendment is to substitute as debtor under a Facility Agreement or a Guarantee another person having an Acceptable Credit Rating;
- (b) in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;
- (c) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;
- (d) the amendment is to effect changes to any Rebalancing mechanism provided that:
  - (i) the Calculation Agent has notified the Issuer in accordance with the terms of a Facility Agreement that it has determined that such adjustments would more accurately reflect the position of a hypothetical investor seeking to track one or more of the indices embedded within the Index Securities, in which event the Issuer shall be entitled to deliver a copy of such notice to the Trustee, or otherwise give notice to the Trustee of the Calculation Agent's determination, but in each case only on the basis set out in Condition 16.4;
  - (ii) the adjustments so agreed have the consequence that at the time of the Rebalancing there is no change to the value of the Index Securities being Rebalanced; and

- (iii) the adjustments do not take effect until at least 30 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;
- (e) the amendment is to substitute a different forward commodity index for the DJ-UBS CI-F3<sup>SM</sup> and its sub-indices and consequential changes provided that:
  - (i) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the value of the Index Securities which are the subject of the substitution; and
  - (ii) the adjustments do not take effect until at least 30 days have elapsed after they are announced to Security Holders in an RIS announcement;
- (f) the amendment affects only Index Securities of one or more particular category or categories or the method, process or rights associated with Rebalancing, the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different categories of Index Securities differently, and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each category of Index Security affected passed in accordance with the Trust Instrument or in any case by a separate resolution in writing of holders of such category of Index Security affected holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of such category;
- (g) Condition (f) above does not apply to the amendment, the amendment affects only Index Securities or the method, process or rights associated with Rebalancing and the terms of the amendment are authorised by an Extraordinary Resolution of the holders of the Index Securities (as a single class) passed in accordance with the Trust Instrument or by a resolution in writing of the holders of the Index Securities holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of the Index Securities (as a whole);
- (h) Conditions (f) and (g) above do not apply to the amendment, the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different types of Micro and Commodity Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each type of Micro or Commodity Security affected passed in accordance with the Trust Instrument or in each case by a separate resolution in writing of holders of such type of Micro or Commodity Security affected holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of such type, provided that unless the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of Index Securities and/or Individual Securities differently from the holders of the relevant class(es) of Micro Securities, holders of Index Securities and/or Individual Securities shall for this purpose be treated as though they were holders of the Micro Securities by reference to which the amount payable on Redemption of their Index Securities and/or Individual Securities is calculated and not as though they were holders of the Index Securities and/or Individual Securities;
- (i) Conditions (f) to (h) inclusive above do not apply to the amendment and the terms of the amendment are authorised by an Extraordinary Resolution of the Security Holders (as a single class) passed in accordance with the Trust Instrument or by a resolution in writing of Security Holders holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of the Micro and Commodity Securities (as a whole); or
- (j) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Micro and Commodity Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument, the relevant Security Deed or the relevant Trustee Consent Document.

- 30.3 In the case of an amendment to a Facility Agreement or an Authorised Participant Agreement, the amendment may not take effect for at least 30 calendar days (or five Issuer Business Days if the amendment is to be made pursuant to an obligation in the Facility Agreement to negotiate in good faith following notice being given by either party thereto of the occurrence of a Material Adverse Change (as defined therein), following publication of a notice thereof through a RIS and the Issuer shall not agree to any such amendment unless it does not take effect until such period has elapsed.
- 30.4 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 30.2(a) and (b) by publishing a notice on a RIS at least 30 calendar days prior to such amendment becoming effective.
- 30.5 A change to the Rebalancing mechanism under Condition 30.2(d) shall take effect no earlier than 30 days following the determination and will be notified to Security Holders by publishing a notice on a RIS.
- 30.6 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 30.2(f) to 30.2(j) (inclusive) by publishing a notice on the RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.
- 30.7 Notwithstanding any provision to the contrary in this Condition 30 or in any other Trustee Consent Document, the power to assent to any modification or amendment to the provision of any Trustee Consent Document which modifies the power to amend such Document shall require a unanimous resolution in writing of holders of the Micro and Commodity Securities of any type then outstanding.
- 30.8 Conditions 30.2 and 30.3 shall not apply to any amendment to the terms of the Facility Agreement which, under the terms thereof, is automatic or at the election of the relevant Commodity Contract Counterparty in the circumstances described in Condition 30.1.
- 30.9 No notice need be given of any amendment as referred to in Conditions 30.2(b), (c) or (g) or 30.8 unless the Trustee otherwise requires.

## **31. NOTICES**

- 31.1 Except as provided below, all notices required or permitted to be given to Security Holders, the Issuer or the Registrar under the Trust Instrument or pursuant to any other Document must be in writing in English.
- 31.2 All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Trustee Consent Document shall be made by publication through a RIS where required under the terms of such document, but otherwise may be given by publication on the Issuer's Website.
- 31.3 All notices required to be given by the Issuer to Security Holders under the Trust Instrument or otherwise shall be given in writing, except to the extent that the notice relates to a meeting of Security Holders where, in relation to any Micro Securities which are held in Uncertificated Form, the directors may from time to time permit notices of Security Holder meetings to be made by means of an electronic communication in the form of an Uncertificated Notice of Meeting in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to facilities and requirements of CREST) and may in similar manner permit supplements, or amendments, to any such Uncertificated Notice of Meeting to be made by like means.
- 31.4 Any Pricing Notice shall be sent by fax to the Issuer's primary fax number, as follows:

Fax: +44 1534 825 335

or such other fax number as may be published on the Issuer's Website, and confirmed by email to the following email address:

Email: [info@etfsecurities.com](mailto:info@etfsecurities.com).

31.5 Any Pricing Notice shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.

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

Name: ETFS Commodity Securities Limited

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

Attention: Graeme Ross/Craig Stewart

Fax number: +44 1534 825 335

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

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

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

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

## **32. PAYMENT PROVISIONS**

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

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

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

## PART 7

### PARTICULARS OF SECURITY DEEDS

The Issuer and the Trustee have entered into 46 Security Deeds, in each case creating a first-ranking floating charge over the Secured Property attributable to the relevant class for the benefit of the Trustee and the Security Holders of the Micro Securities and Individual Securities of that class and of the Index Securities to the extent they are comprised Micro Securities of that class.

The Security Deeds contain, *inter alia*, provisions to the following effect:

#### 1. Charge

- (a) *Charge*: The Issuer as continuing security for the payment or discharge of all sums owing by or obligations of the Issuer to the Trustee or the Security Holders from time to time under the applicable type of Micro or Commodity Securities, the Trust Instrument or the relevant Security Deed (the “**Secured Liabilities**”), grants a first ranking floating charge to the Trustee for the benefit of itself and the Security Holders of that type of Micro or Commodity Securities over all the Issuer’s rights, title and interest, present and future, in and to the relevant Secured Property.
- (b) *Assignment by way of Security*: The Issuer as further security for the Secured Liabilities assigns absolutely to the Trustee all of its present and future rights, title and interest in the Facility Agreement, the Security Agreement and the Control Agreement in so far as it pertains to the relevant Pool.

#### 2. Enforcement

- (a) The Security created by the Security Deed shall become enforceable if (a) a Defaulted Obligation has occurred and is continuing, or (b) an Issuer Insolvency Event has occurred and is continuing, or (c) a Counterparty Event of Default has occurred and is continuing, or (d) any event by which the security under the Security Agreement becomes enforceable has occurred and is continuing.
- (b) In addition to any of the powers conferred on the Trustee pursuant to the Trust Instrument with respect to the Secured Property the Trustee may at any time:
  - (i) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Relevant Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by this Deed in respect of the Relevant Securities to which such Defaulted Obligation relates;
  - (ii) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date the most recently determined Price) of the affected Micro and Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by this Deed in respect of all outstanding affected Relevant Securities and for this purpose and paragraph (iii) “affected” Micro and Commodity Securities or “affected” Relevant Securities means, in the context of an Issuer Insolvency Event, all of them, and in

the context of a Counterparty Event of Default or (in paragraph (iii)) a Counterparty Insolvency Event, those Micro and Commodity Securities (or Relevant Securities, if any) that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty; and

- (iii) where a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a holder of Relevant Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action as described in paragraph (i) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action as described in paragraph (ii).

### **3. Governing Law**

The Security Deeds are governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Trustee from commencing proceedings in any other court of competent jurisdiction.

## PART 8

### COMMODITIES, COMMODITY AND FUTURES MARKETS, AND EXCHANGES

#### Commodities Overview

The websites referred to in this “Commodities Overview” section do not form part of the Prospectus.

##### *Aluminium*

Aluminium is the third most abundant element in the Earth’s crust, and weighs about one-third as much as steel or copper. It is malleable, ductile, easily machined and cast, and has excellent corrosion resistance and durability. Aluminium is used in transportation (automobiles, airplanes, trucks, railcars, marine vessels), packaging (cans, foil), construction (windows, doors, siding), consumer durables (appliances, cooking utensils), electrical transmission lines, and machinery. The primary raw material used for aluminium production is aluminium ore, most commonly known as bauxite. Bauxite, which occurs mainly in tropical areas, is refined into alumina and then electrolytically reduced into aluminium metal. Two to three metric tons of bauxite is required to produce one metric ton of alumina; two metric tons of alumina are required to produce one metric ton of aluminium metal.

A more detailed description including historical data of the aluminium industry can be found at <http://www.abareconomics.com>, which is updated from time to time by the Australian Bureau of Agriculture and Resources Economics and Sciences.

##### *Brent Crude*

Brent crude is one of the varieties of crude oil, as described under the heading “Crude Oil” below, and is sourced in the North Sea. Brent crude production has been in decline since 1999, and in order to avoid pricing distortions regarding quality and quantity of production for the benchmark, energy consultant Platts began to combine Brent Crude with other varieties of crude oil. The Brent crude oil benchmark is currently a blend of Brent Crude, Forties, Ecofisk, and Oseberg (BFOE) varieties of crude oil that are produced in the North Sea.

##### *Cocoa*

Cocoa grows on cocoa trees, which are generally found in rainforests and in countries near the Equator. Hot and humid conditions are essential for the development of cocoa trees. There are two kinds of cocoa beans “fine” or “flavour” beans, and “bulk” or “ordinary” beans. The latter has dominated most of the world’s cocoa production over the past 5 decades. Historically, cocoa is regarded as a stimulant due to its high calorific content. More recently, it has been found that cocoa contains a high level of flavonoid which is beneficial to cardiovascular health. Asides from human consumption, cocoa has also been used in the manufacture of pet food since the mid-2000s. Subsequent to cocoa being exported outside South America in the 16th century, it has gained more importance globally as 50 million people depend on cocoa for their livelihood. 70 per cent. of cocoa is produced in West Africa and more than 70 per cent. of the global cocoa supply is provided by small farm owners. Due to the complex processing chain and the production structure, farmers usually only receive 5 per cent. of the retail value.

A more detailed description including historical data of the cocoa industry can be found at <http://www.icco.org>, which is updated from time to time by the International Cocoa Organization.

##### *Coffee*

The coffee plant produces its first full crop of beans at about 5 years old and then is productive for about 15 years. Coffee is generally classified into two types of beans — arabica and robusta. The most widely produced coffee is arabica, which is typically grown at high altitudes and makes up approximately 70 per cent. of world production. Brazil and Colombia are the largest producers of Arabica coffee. Robusta coffee, the stronger of the two types, is typically grown at lower altitudes in West and Central Africa, South-East Asia and partly Brazil. About 12-20 kg of export ready coffee is produced from every 100 kg of coffee beans harvested. Seasonal factors have a significant influence on coffee prices, which are often subject to upward spikes in June, July and August due to freeze scares in Brazil during the winter months in the Southern Hemisphere.



A more detailed description including historical data of the coffee industry is updated from time to time by the United States Department of Agriculture (<http://www.usda.gov>) and the International Coffee Organization (<http://www.ico.org>).

### *Copper*

Copper is one of the most widely used industrial metals because it is an excellent conductor of electricity, has strong corrosion-resistance properties, and is very ductile. It is also used to produce the alloys of brass (a copper-zinc alloy) and bronze (a copper-tin alloy), both of which are far harder and stronger than pure copper. Electrical uses of copper including power transmission and generation, and electronic equipment account for about 65 per cent. of total copper usage. Copper is biostatic, meaning that bacteria will not grow on its surface, and is therefore used in air-conditioning systems, food processing surfaces, and doorknobs to prevent the spread of disease. Building construction is the single largest market for copper, followed by industrial applications, power utility, diverse, consumer and general products and automotive.

A more detailed description including historical data of the copper industry can be found at <http://www.icsg.org>, which is updated from time to time by the International Copper Study Group.

### *Corn*

Corn is a hardy plant that grows in many different areas of the world, and is a native grain of the American continents. Corn is used primarily as livestock feed; it is also used in alcohol additives for gasoline, adhesives, corn oil for cooking and margarine, sweeteners, and as a food for humans.

A more detailed description including historical data of the corn industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Cotton*

Cotton accounts for over 40 per cent. of total world fibre production. It is used in a wide range of products from clothing to home furnishings to medical products. The weight of cotton is typically measured in terms of a "bale", which is deemed to weigh 480 pounds. The value of cotton is determined according to the staple, grade, and character of each bale. Staple refers to short, medium, long, or extra-long fibre length, with medium staple accounting for about 70 per cent. of all U.S. cotton. Grade refers to the colour, brightness, and amount of foreign matter. Character refers to the fibre's diameter, strength, body, maturity (ratio of mature to immature fibres), uniformity, and smoothness.

A more detailed description including historical data of the cotton industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Crude Oil*

According to the Energy Information Administration (EIA), over the past several decades oil has been the world's foremost source of primary energy consumption. Many varieties of crude oil are produced around the world, each with their own price; the characteristics of each variety depend largely on the particular crude oil's geological history. Because there are so many varieties, crude oils are priced and traded relative to well known benchmarks (called markers). Two of these benchmarks dominate world crude oil futures trading, namely Brent Crude, futures contracts for which are traded in London on the ICE Futures Market, and West Texas Intermediate (WTI) Light Sweet Crude, futures contracts for which are traded on NYMEX. Crude oil prices are influenced by a complex interaction of underlying supply and demand factors, political dynamics and increasingly developed spot, term and futures trading. Therefore these prices tend to be highly volatile. The behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market.

A more detailed description including historical data of the crude oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Gas Oil*

Gas oil is also known as diesel distillate or red diesel and is closely related to heating oil. Heating oil and diesel are both distillates, the difference being that heating oil is permitted to contain more sulphur than diesel fuel. Gas oil is primarily used as a fuel for land and marine transport and in industrial and domestic heating applications. Around 25 per cent. of the yield of a barrel of oil is made up of distillate, with that being broadly divided 80:20 between diesel fuel and heating oil. See also the description under the heading "Heating Oil" below.

### *Gasoline*

Gasoline is primarily used as a fuel for internal-combustion engines. Crude oil is the most economical source of gasoline, and refineries turn more than half of every barrel of crude oil into gasoline. The three basic steps to all refining operations are the separation process (separating crude oil into various chemical components), conversion process (breaking the chemicals down into molecules called hydrocarbons), and treatment process (transforming and combining hydrocarbon molecules and other additives). Octane is a measure of a gasoline's ability to resist pinging or knocking noise from the engine. Additional refining steps are needed to increase the octane level, which increases the retail price.

A more detailed description including historical data of the gasoline industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Gold*

Three factors set gold apart as an investment from most other commodities: it is indestructible; it is fungible; and the inventory of above-ground stocks is enormous relative to the supply flow. These attributes mean that a sudden surge in gold demand can be met quickly and easily through sales of existing holdings of gold. Additionally, gold's liquidity and responsiveness to price changes differentiates it from other commodities. Gold trading on the global market consists of transactions in spot, forwards, and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades on a 24-hour per day continuous basis and accounts for most global gold trading.

A more detailed description including historical data of the gold industry can be found at <http://www.gold.org>, which is updated from time to time by the World Gold Council.

### *Heating Oil*

Heating oil is a heavy fuel oil that accounts for approximately 25 per cent. of the yield from a barrel of crude oil, the second largest cut after gasoline. Heating oil prices are highly correlated with crude oil prices, which make up 42 per cent. of the total cost of heating oil, although heating oil prices are also subject to swift supply and demand shifts due to weather changes or refinery shutdowns. However, the primary use for heating oil is residential space heating.

A more detailed description including historical data of the heating oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Lead*

Lead is soft, ductile, and highly resistant to corrosion. It has been used for more than 7,000 years and is easy to extract, usually being found in ore with zinc, silver, and copper. Lead's high corrosion resistance makes it ideal for buildings; the high density makes it an effective barrier to radiation in hospitals and helps reduce noise in factories as well as in ships. 80 per cent. of lead's end use is for lead-acid batteries to provide power in vehicles and emergency power. At least three-quarters of all lead used goes into products which are suitable for recycling and the recovery of lead from scrap requires much less energy than extracting from ore, which is why lead has the highest recycling rate of all the common non-ferrous metals. Over 50 per cent. of lead consumed is derived from recycled or re-used material.

A more detailed description including historical data of the lead industry is updated from time to time on the International Lead and Zinc Study Group website (<http://www.ilzsg.org>), and the Australian Bureau of Agriculture and Resources Economics and Sciences website (<http://www.abareconomics.com>).

### *Lean Hogs*

Hogs are generally bred twice a year in a continuous cycle designed to provide a steady flow of production. The time from birth to slaughter is typically six months. Hogs are ready for slaughter at about 254 pounds, producing an average of 89 pounds of lean meat. The lean meat consists of 21 per cent. ham, 20 per cent. loin, 14 per cent. belly, 3 per cent. spareribs, 7 per cent. butt roast and blade steaks, and 10 per cent. picnic, with the remaining 25 per cent. going into miscellaneous cuts and trimmings. Hogs are produced in three types of operations: feeder pig producers raise pigs from birth to about 10-60 pounds, and feeder pig finishers grow them to slaughter weight; alternatively, farrow-to-finish operations raise hogs from birth to slaughter weight.

A more detailed description including historical data of the lean hog industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Live Cattle*

The cattle and beef industry is divided into two production sectors: cow-calf operations and cattle feeding. Cow-calf operations — The cattle and beef industry begins with the cow-calf operation, which breeds the new calves. Cow-calf operations are typically located on land not suited or needed for crop production. These operations are dependent upon range and pasture forage conditions, which are in turn dependent upon variations in the average level of rainfall and temperature for the area. Herds of cows are bred in the summer, thus producing the new crop of calves in spring. Calves are weaned from the mother after 6-8 months; they spend the next 6-10 months in a “stocker” operation where they grow to 600-800 pounds or near full-size, after which point they are sent to a feedlot and become “feeder cattle”.

Cattle feedlots — Cattle feedlots produce high-quality beef by feeding grain and other concentrates for about five months. The animal is considered “finished” when it reaches full weight and is ready for slaughter, typically around 1,200 pounds, and then is sold for slaughter to a meat packing plant.

A more detailed description including historical data of the live cattle industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Natural Gas*

Natural gas is a fossil fuel in gaseous form that is colourless, shapeless, and odourless in its pure form. It is a mixture of hydrocarbon gases formed primarily of methane; it is combustible, clean burning, and gives off a great deal of energy. Natural gas is produced from wells around the world and it is normally transported via pipeline. When pipeline transport is not feasible (e.g. over long distances), the natural gas is turned into a liquid (also called “Liquefied Natural Gas” or LNG) by super-cooling and transported as a liquid on tankers before being warmed up and turned into a gas upon arrival at the delivery port.

Natural gas is used primarily for heating and generating electricity by industries such as pulp and paper, metals, chemicals, petroleum refining, stone, clay and glass, plastic, and food processing.

A more detailed description including historical data of the natural gas is updated from time to time on the BP Statistical Review of World Energy published on BP website (<http://www.bp.com>) and the International Energy Outlook published by the Energy Information Administration (<http://www.eia.doe.gov>).

### *Nickel*

Nickel is a hard, malleable, ductile metal that can take on a high polish. Nickel is also a fair conductor of heat and electricity. Approximately 65 per cent. of nickel is used to manufacture stainless steel and 20 per cent. in other steel and non-ferrous (including “super”) alloys, often for highly specialised industrial, aerospace and military applications. About 9 per cent. is used in plating, and 6 per cent. in other uses including coins and a variety of nickel chemicals (e.g. rechargeable batteries). Nickel plating techniques are employed in applications such as turbine blades, helicopter rotors, extrusion dies, and rolled steel strip.

A more detailed description including historical data of the nickel industry can be found at <http://www.abareconomics.com>, which is updated from time to time by the Australian Bureau of Agriculture and Resources Economics and Sciences.

### *Platinum*

Platinum is soft, with a high resistance to corrosion and a high melting point, and is the most dense metal known. It is also a good oxidation catalyst, conductive and oxidation resistant. Traditionally, platinum is mainly used for jewellery, industrial usage, and autocatalysts. Recently, investment demand for platinum has increased due to the creation of physical platinum backed exchange traded funds. Platinum together with palladium are the major metals used in gasoline and diesel autocatalysts. Other industrial demands include chemical, electrical, petroleum, glass, and dental uses.

A more detailed description including historical data of the platinum industry can be found at <http://www.platinum.matthey.com>, which is updated from time to time by Johnson Matthey.

### *Silver*

Silver has been used for thousands of years in ornaments and utensils, for trade, and as the basis for many monetary systems. It is the most malleable and ductile of all metals with the exception of gold, and conducts heat and electricity better than any other metal. It is not very chemically active, although tarnishing occurs when sulphur and sulphides attack silver. Because silver is too soft in its pure form, a hardening agent, usually copper, is mixed into the silver. Most silver emerges as a by-product from mining; only 30 per cent. of output comes from mines where the main source of revenue is silver (primary silver mine). The term "sterling silver" means silver that contains at least 925 parts of silver per thousand (92.5 per cent.) to 75 parts of copper (7.5 per cent.). Silver is used for jewellery, photography, electrical appliances, glass, and as an antibacterial agent for the health industry. Silver has never really enjoyed the safe haven' status that gold possesses. However, its link to gold and the base metals meant that silver was often attractive for speculators, since it was perceived to behave in a similar way to these other markets.

A more detailed description including historical data of the silver industry can be found at <http://www.silverinstitute.org>, which is updated from time to time by The Silver Institute.

### *Soybean Oil*

Soybean oil is the natural oil extracted from whole soybeans; approximately 19 per cent. of a soybean's weight can be extracted as crude soybean oil. It is mainly used in salad and cooking oil, bakery shortening, and margarine, as well as in a number of industrial applications, primarily because soy oil is cholesterol-free and high in polyunsaturated fat. Soybean oil is also used to produce inedible products such as paints, varnish, resins, and plastics. Worldwide, soybean oil is still the largest source of vegetable oil.

A more detailed description including historical data of the soybean oil industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Soybeans*

Soybeans are used to produce a wide variety of food products because of their high protein content without many of the negative factors of animal meat. Processed soybeans are the largest source of protein feed and vegetable oil in the world. Soybean meal is the most valuable component obtained from processing the soybean, ranging from 50 per cent. to 75 per cent. of its value. Livestock feeds account for 98 per cent. of soybean meal consumption, with the remainder used in human foods such as bakery ingredients and meat substitutes. Popular soy-based food products include whole soybeans, soy oil for cooking and baking, soy flour, protein concentrates, isolated soy protein, soy milk and baby formula, soy yogurt, soy cheese, soy nut butter, soy sprouts, tofu and tofu products, soy sauce, and meat alternatives.

A more detailed description including historical data of the soybean industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture

### *Sugar*

Sugar, also known as sucrose, is a member of the larger group of compounds called carbohydrates, and is characterised by a sweet taste. Sucrose occurs in the highest concentration in sugar cane and sugar beets, which are produced in over 100 countries around the world. About 75 per cent. of all sugar produced is processed from sugar cane, and the remainder from sugar beets. Raw sugar and refined sugar are two different products that are both traded internationally. Sugar beet producing countries export refined sugar, while sugar cane producing countries export either raw or refined sugar.

A more detailed description including historical data of the sugar industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture

### *Tin*

Tin has been used in the production of bronze for at least 5,500 years. Tin is soft, pliable, resistant to corrosion and does not easily oxidise in the air. Therefore, it is widely used to coat other metals. The other important properties of tin are its low melting point, attractive appearance and the ability to readily form alloys with most other metals to create useful materials. Because of the softness of tin, it is seldom used in its pure form and is mainly combined with other metals. The end uses of tin are metal containers (19 per cent.), solders (16 per cent.), transportation (16 per cent.), construction (11 per cent.) and other applications (38 per cent.).

A more detailed description including historical data of the tin industry is updated from time to time on the United States Geological Survey (<http://www.usgs.gov>), the ITRI website (<http://www.itri.co.uk/default.asp>), and the Australian Bureau of Agriculture and Resources Economics and Sciences website (<http://www.abareconomics.com>).

### *Wheat*

Wheat is a cereal grass that has been grown in temperate regions and cultivated for food since prehistoric times; it is currently widely produced across the world. Wheat is used mainly as a human food and supplies about 20 per cent. of the food calories for the world's population. The primary use for wheat is flour, but it is also used in brewing and distilling, and to make oil, gluten, straw for livestock bedding, livestock feed, hay or silage, newsprint, and other products.

Most wheat varieties grown today belong to the broad category of common or bread wheat, which accounts for approximately 95 per cent. of world wheat production. The remaining 5 per cent. of world wheat production is durum wheat used to produce pasta and couscous.

A more detailed description including historical data of the wheat industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

### *Zinc*

Zinc is the 24th most abundant element in the earth's crust. Zinc is never found in its pure state, but is rather produced from ores (primary zinc), or from scrap and residues (secondary zinc). Approximately three quarters of all zinc is consumed as metal, mainly as a coating to protect iron and steel from corrosion (galvanised metal), as alloying metal to make bronze and brass, as zinc-based die casting alloy, and as rolled zinc. The remaining quarter is consumed as zinc compounds mainly in the negative electrode in dry cell (flashlight) batteries, in the zinc-mercuric-oxide battery cell typically used in watches, cameras, and other electronic devices, and as an antiseptic ointment in medicine. Zinc is also a necessary element for proper growth and development of humans, animals, and plants; it is the second most common trace metal, after iron, found naturally in the human body.

A more detailed description including historical data of the zinc industry is updated from time to time on the International Lead and Zinc Study Group website (<http://www.ilzsg.org>), and the Australian Bureau of Agriculture and Resources Economics website (<http://www.abareconomics.com>).

## **Futures Markets**

Futures contracts are typically traded on organised exchanges in a wide variety of physical commodities (including petroleum products, metals, and grains) and financial instruments (such as stocks, bonds,

and currencies). They are traded in two ways: either in an open outcry environment or through an electronic trading platform.

Futures contracts have standardised terms that are determined by the exchange, rather than by market participants. Standardised terms include: the amount of the commodity to be delivered (the contract size), delivery months, the last trading day, the delivery location or locations, and acceptable qualities or grades of the commodity. This standardisation enhances liquidity, by making it possible for large numbers of market participants to trade the same instrument. Most futures contracts (by volume) are liquidated prior to expiry to avoid physical delivery. The purpose of the physical delivery provision is to ensure convergence between the futures price and the cash market price (however some futures are only cash settled).

Futures trades that are made on an exchange are cleared through a clearing organisation (clearing house), which acts as the buyer to all sellers and the seller to all buyers. When an investor buys or sells a futures contract, they are technically buying from, or selling to, the clearing organisation rather than the party with whom they executed the transaction on the trading floor or through an electronic trading platform.

Futures traders are not required to put up the entire value of a contract. Rather, they are required to post a margin that is typically between 2 per cent. and 10 per cent. of the total value of the contract. Thereafter, the position is "marked to the market" daily. If the futures position loses value, the amount of money in the margin account will decline accordingly. If the amount of money in the margin account falls below the specified maintenance margin, the futures trader will be required to post additional margin to bring the account up the initial margin level. On the other hand, if the futures position is profitable, the profits will be added to the margin account. Because only a margin is required, this is known as an un-collateralised position. If 100 per cent. margin is deposited (earning interest), then this is known as a fully collateralised position and the return is known as a Total Return.

Futures exchanges and clearing houses in the United States are subject to regulation by the Commodity Futures Trading Commission (CFTC). Exchanges may adopt rules and take other actions that affect trading, including imposing speculative position limits, maximum price fluctuations and trading halts and suspensions, and requiring liquidation of contracts in certain circumstances.

Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities. The structure and nature of trading on non-U.S. exchanges, however, may differ from this description.

## **Exchanges**

### *CBOT (Chicago Board of Trade)*

CBOT is a leading futures and futures-options exchange located in Chicago. In its early history, the CBOT traded only agricultural commodities such as corn, wheat, oats and soybeans. Futures contracts at the Exchange evolved over the years to include non-storable agricultural commodities and non-agricultural products, including U.S. Treasury bonds and notes, 30-Day Federal Funds, stock indexes, and swaps. In 2007, CBOT merged with the Chicago Mercantile Exchange ("CME"), becoming the world's largest financial exchange market.

### *CME (Chicago Mercantile Exchange)*

CME is the largest futures exchange in the United States, and also owns and operates the largest futures clearing house in the world. CME products fall into five major areas: interest rates, equities, foreign exchange, agricultural commodities and alternative investments. Two forums are available for trading CME products: the long-standing open outcry trading floors and an electronic trading platform. The CME Clearing House guarantees, clears and settles every contract traded through the CME. In 2007, the CME merged with the Chicago Board of Trade ("CBOT"), becoming the world's largest financial exchange market.

### *LME (London Metal Exchange)*

LME is the world's largest futures exchange for base and other metals. LME allows for cash trading, and offers hedging, worldwide reference pricing and storage for physical delivery of trades. Eleven companies have exclusive rights to trade by open outcry, and approximately 100 companies trade inter-office through

the London Clearing House, which also clears London Stock Exchange trading. Trades are in futures, options and TAPOs (traded average price contracts, a form of Asian option). Commodities traded on LME include aluminium, copper, zinc, lead, nickel, tin, and aluminium alloy.

#### *ICE Futures U.S.*

ICE Futures U.S., formerly the New York Board of Trade (“NYBOT”), is a physical commodity futures exchange located in New York City. Its two principle divisions are the New York Coffee Sugar and Cocoa Exchange (“CSCE”) and the New York Cotton Exchange (“NYCE”). In January 2007, NYBOT was acquired by ICE and renamed ICE Futures U.S.

#### *NYMEX (The New York Mercantile Exchange, Inc.)*

NYMEX, or The New York Mercantile Exchange, Inc., is the world’s largest physical commodity futures exchange located in New York City. The exchange handles billions of dollars worth of energy products, metals, and other commodities being traded by open auction and electronically. Trading is conducted through two divisions, the NYMEX Division, home to the energy, platinum, and palladium markets; and the COMEX Division, on which all other metals trade. In 2008, NYMEX merged with CME Group.

## PART 9

### GLOBAL BEARER CERTIFICATES

The following is a non-binding English language translation of the form of Global Bearer Certificates. The definitive German language text, of which the following is a direct and accurate translation, of the form of the Global Bearer Certificates and the Conditions of the Global Bearer Certificates is set out in Annexes 1 and 2 of this document. In the event of any inconsistency between the definitive German language text of the form of the Global Bearer Certificates and the English translation below, the former shall always prevail.

#### Model Form of Global Bearer Certificate (non-binding translation)

<p style="text-align: center;"><b>Global Bearer Certificate</b></p> <p style="text-align: center;">for</p> <p style="text-align: center;">● registered [see Annex 1] [class of Individual/category of Index] Securities</p> <p style="text-align: center;">of</p> <p style="text-align: center;">ETFS Commodity Securities Limited</p> <p style="text-align: center;">Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW</p> <p style="text-align: center;">divided into securities with a principal amount of ● [see Annex 1] each</p> <p>As underlying stock for this Global Bearer Certificate the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream"), is holding ● registered [see Annex 1] [class of Individual/category of Index] Securities (hereinafter referred to as "Notes") of ETFS Commodity Securities Limited, Jersey, Channel Islands (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 21 September 2006 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of ● [see Annex 1] each, registered in the name of Vidacos Nominees Limited, London, England, and held in a special Safe Custody Account with Citibank N.A., London, England. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream to arrange for the delivery and registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of Notes as corresponds to his share in this Global Bearer Certificate.</p> <p>In respect of all further matters, the Conditions attached to this Global Bearer Certificate and forming an essential part thereof shall apply.</p> <p>Frankfurt am Main.</p> <p style="text-align: right;"><b>CLEARSTREAM BANKING</b> AKTIENGESELLSCHAFT</p>
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**Text of the Conditions of the Global Bearer Certificates  
(non-binding translation)**

**Conditions of the Certificate  
(non-binding translation)**

1. This Global Bearer Certificate bears the signature of two managing directors, or one managing director and one holder of procuration, of the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream").
2. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream the delivery and the registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of registered • [see Annex 1] [class of Individual/category of Index] Securities (hereinafter referred to as "Notes") of ETFS Commodity Securities Limited, Jersey, Channel Islands, England, (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 21 September 2006 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of • [see Annex 1] each, as corresponds to his co-ownership share in this Global Bearer Certificate. Such demand shall be made by the co-owner through his depositary bank to Clearstream, stating to whom the Notes shall be delivered, respectively, the address to which the certificate evidencing the registration shall be mailed by the Registrar.

In addition to the delivery, respectively, transfer fee determined by Clearstream pursuant to § 315 of German Civil Code, the co-owner shall bear any expenses, taxes, fees or duties arising from such delivery resp. transfer and registration.

The co-owners of this Global Bearer Certificate are not entitled to demand delivery of individual bearer certificates out of this Global Bearer Certificate.

3. As a rule, Clearstream shall convey to the co-owner, through his depositary bank and in proportion to his share in the Global Bearer Certificate, all rights arising from the Notes under the laws of England and Jersey, Channel Islands.

Payments of capital, interests and/or other amounts due will be passed on by Clearstream to the co-owner. Furthermore, any terms and conditions announced by Clearstream shall apply.

All payments to the co-owner shall be made in EURO, in accordance with the foreign exchange control regulations prevailing at the time, unless the co-owner has in time before the due date demanded payment in USD (United States Dollars).

4. As a rule, Clearstream shall not exercise voting rights arising in a noteholder meeting. On demand it shall cause a voting proxy to be issued to the co-owner or a third party indicated by him.

The Company has undertaken to publish the agenda of any noteholder meeting as well as the conditions for participating in the meeting and exercising the voting rights before each meeting.

5. Should the issuance of the Global Bearer Certificate be subject at any time to any taxes, fees or duties in the Federal Republic of Germany or in Jersey, Channel Islands, the co-owners shall bear such taxes, fees or duties in proportion to their shares in the Global Bearer Certificate.

Clearstream is entitled to divide among all co-owners in proportion to their co-ownership shares in the Global Bearer Certificate all taxes, fees and duties to which it may at any time be subject in the Federal Republic of Germany or in Jersey, Channel Islands, by the mere fact that it is holding the Notes.

6. If for any reason the Notes should be replaced by other notes or some other valuable, the co-owner's right to the Notes shall convert into a right to the relevant substitutes. In such event these Conditions shall apply mutatis mutandis.
7. Clearstream is entitled to substitute another entity for Citibank N.A., London, England, (hereinafter referred to as "Custodian") in its function as Custodian or Vidacos Nominees Limited, London, England, (hereinafter referred to as "Nominee") in its function as Nominee. In such event, Clearstream shall not be responsible for more than careful selection. This does not affect Clearstream's right to assume itself the functions of the Custodian or the Nominee. In the case where the Custodian or the Nominee are replaced, any reference to the Custodian or the Nominee in these Conditions shall be deemed to refer to the new Custodian or Nominee.
8. Should the Notes become good delivery on German stock exchanges in a way which would not require Clearstream's assistance in the present form or should the admission of the Notes in the form of co-ownership shares in the Global Bearer Certificate to trading and official quotation on German stock exchanges be withdrawn, Clearstream shall request from the co-owners instructions as provided for in Clause 2. paragraph 1 above. Should such instructions not be given within 3 months from the publication of the relevant request, Clearstream shall be entitled at its discretion to arrange for registration of the Notes in the name of the co-owner or a third party designated in its request and to deposit the relevant Notes at the co-owner's risk and expense with a depository designated in its request. All obligations of Clearstream arising from the Global Bearer Certificate shall cease therewith.
9. All notices concerning the Global Bearer Certificate shall be published in at least one supranational newspaper designated by the German stock exchanges to publish obligatory notices of each German stock exchange on which the Notes in form of co-ownership shares in the Global Bearer Certificate are traded and officially quoted.
10. The co-owners shall bear proportionately any prejudice or damage, whether economic or legal, which may affect the Notes held as underlying stock for the Global Bearer Certificate in consequence of force majeure, governmental decrees, war, riots, official action at home or abroad or any other circumstances beyond Clearstream's or the Custodian's control.

Clearstream shall perform all its obligations arising from the Global Bearer Certificate with the due care of a proper merchant. If by reason of force majeure, governmental decrees, war, riots, official action at home or abroad or by any other circumstances beyond its control it is prevented from performing its obligations, it shall not be responsible.

The Custodian and the Nominee are responsible towards Clearstream for the due performance of their functions. Any claims against the Custodian or the Nominee shall be pursued by Clearstream on the co-owners' behalf. Beyond that Clearstream shall only be responsible for careful selection of the Custodian and the Nominee.

11. Should any of these conditions be or become fully or partly invalid or impracticable, the other conditions shall remain unaffected. Any such invalid or impracticable condition shall be replaced in accordance with the intent and purpose of this contractual agreement.
12. All legal relations between the co-owner and Clearstream shall be governed by the laws of the Federal Republic of Germany. The exclusive court of venue shall be Frankfurt am Main.
13. Except where required by law, an alteration of these Conditions shall be permitted only insofar as it does not impair the rights of the co-owners.

## Annex 1

Annex 1 may be amended from time to time if additional types of Notes are issued by ETFS Commodity Securities Limited under its multi-type Programme

Type	Original ISIN (of the Notes)	LSE Code	Principal Amount (USD)
ETFS Aluminium	GB00B15KXN58	ALUM	\$1.00000000
ETFS Cocoa	JE00B2QXZK10	COCO	\$0.50000000
ETFS Coffee	GB00B15KXP72	COFF	\$0.50000000
ETFS Copper	GB00B15KXQ89	COPA	\$3.00000000
ETFS Corn	GB00B15KXS04	CORN	\$0.25000000
ETFS Cotton	GB00B15KXT11	COTN	\$0.50000000
ETFS Crude Oil	GB00B15KXV33	CRUD	\$5.00000000
ETFS Gasoline	GB00B15KXW40	UGAS	\$5.00000000
ETFS Gold	GB00B15KXX56	BULL	\$1.00000000
ETFS Heating Oil	GB00B15KXY63	HEAT	\$3.00000000
ETFS Lead	JE00B2QY0436	LEED	\$3.50000000
ETFS Lean Hogs	GB00B15KXZ70	HOGS	\$0.50000000
ETFS Live Cattle	GB00B15KY096	CATL	\$2.00000000
ETFS Natural Gas	GB00B15KY104	NGAS	\$1.00000000
ETFS Nickel	GB00B15KY211	NICK	\$2.00000000
ETFS Platinum	JE00B2QYOF45	PLTM	\$6.50000000
ETFS Silver	GB00B15KY328	SLVR	\$2.00000000
ETFS Soybean Oil	GB00B15KY435	SOYO	\$1.00000000
ETFS Soybeans	GB00B15KY542	SOYB	\$2.00000000
ETFS Sugar	GB00B15KY658	SUGA	\$3.00000000
ETFS Tin	JE00B2QY0H6	TINM	\$3.50000000
ETFS Wheat	GB00B15KY765	WEAT	\$0.25000000
ETFS Zinc	GB00B15KY872	ZINC	\$1.00000000
ETFS Agriculture DJ-UBSCI <sup>SM</sup>	GB00B15KYH63	AIGA	\$1.0210063
ETFS All Commodities DJ-UBSCI <sup>SM</sup>	GB00B15KY989	AIGC	\$2.3923989
ETFS Energy DJ-UBSCI <sup>SM</sup>	GB00B15KYB02	AIGE	\$3.2883861
ETFS Ex-Energy DJ-UBSCI <sup>SM</sup>	GB00B15KYD26	AIGX	\$1.5042448
ETFS Grains DJ-UBSCI <sup>SM</sup>	GB00B15KYL00	AIGG	\$0.6906760
ETFS Industrial Metals DJ-UBSCI <sup>SM</sup>	GB00B15KYG56	AIGI	\$1.9576880
ETFS Livestock DJ-UBSCI <sup>SM</sup>	GB00B15KYK92	AIGL	\$1.2661455
ETFS Petroleum DJ-UBSCI <sup>SM</sup>	GB00B15KYC19	AIGO	\$4.6162170
ETFS Precious Metals DJ-UBSCI <sup>SM</sup>	GB00B15KYF40	AIGP	\$1.3021730
ETFS Softs DJ-UBSCI <sup>SM</sup>	GB00B15KYJ87	AIGS	\$1.1662560
ETFS Forward Natural Gas	JE00B24DM351	NGAF	\$3.00000000
ETFS Forward Heating Oil	JE00B24DM021	HEAF	\$5.00000000
ETFS Forward Lean Hogs	JE00B24DM138	HOGF	\$3.00000000
ETFS Forward Live Cattle	JE00B24DM245	CATF	\$1.50000000
ETFS Forward All Commodities DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMC49	FAIG	\$3.1571535
ETFS Forward Energy DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMD55	ENEF	\$6.4510400
ETFS Forward Petroleum DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMF79	FPET	\$7.4329700
ETFS Forward Ex-Energy DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMG86	EXEF	\$1.8597205
ETFS Forward Industrial Metals DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMJ18	FIND	\$2.7701660
ETFS Forward Agriculture DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMK23	FAGR	\$1.1017955
ETFS Forward Softs DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DML30	SOFF	\$0.9682620
ETFS Forward Livestock DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMM47	FLIV	\$2.2023600
ETFS Forward Grains DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMN53	GRAF	\$0.8914575

## PART 10

### PARTICULARS OF THE COMMODITY CONTRACT COUNTERPARTIES

#### A Particulars of UBS

UBS AG with its subsidiaries (“**UBS Group**”) draws on its 150-year heritage to serve private, institutional and corporate clients worldwide, as well as retail clients in Switzerland. UBS Group, according to its own opinion, combines its wealth management, investment banking and asset management businesses with its Swiss operations to deliver superior financial solutions. Headquartered in Zurich and Basel, Switzerland, UBS Group has offices in more than 50 countries, including all major financial centres. UBS AG is incorporated and domiciled in Switzerland and operates under Swiss Code of Obligations and Swiss Federal Banking Law as an Aktiengesellschaft, a corporation that has issued shares of common stock to investors. UBS AG shares are listed on the SIX Swiss Exchange, the New York Stock Exchange and the Tokyo Stock Exchange. UBS has issued various series of notes under its Euro Note Programme which have been admitted to trading on the regulated market of the Irish Stock Exchange Limited.

The addresses and telephone numbers of UBS AG’s two registered offices and principal places of business are: Bahnhofstrasse 45, CH-8098 Zurich, Switzerland, telephone +41 44 234 11 11; and Aeschenvorstadt 1, CH-4051 Basel, Switzerland, telephone +41 61 288 20 20. The address of UBS AG, London branch is 1 Finsbury Avenue, London EC2M 2PP.

**For the avoidance of doubt, the Commodity Securities issued under this Programme do not represent an obligation of, nor will they be insured or guaranteed by, UBS.**

#### B Particulars of MLCI and BAC

MLCI conducts a commodity business, including in over-the-counter commodity derivatives, with institutional clients in various U.S. domestic and international markets. MLCI is a company which was incorporated in the State of Delaware, United States on 14th June 2004 (Delaware file number 3815358). The registered office of MLCI is care of The Corporation Trust Company, Corporation Trust Center, 1209, Orange Street, Wilmington, Delaware, 19801, United States; and its principal place of business is located at 20, E. Greenway Plaza, Ste. 700, Houston, Texas, 77046, United States, MLCI is a wholly-owned and indirectly held subsidiary of BAC.

The payment obligations of MLCI under the MLCI Facility Agreement, MLCI Security Agreement and MLCI Collateral Account Control Agreement are guaranteed by BAC.

BAC provides a diversified range of banking, investing, asset management and other financial and risk management products and services to consumers across the United States and in more than 40 countries. BAC is a bank holding company and a financial holding company incorporated in the State of Delaware, United States, in 1998 (registration number 2927442). BAC’s headquarters and principal place of business are located at 100 North Tryon Street, Charlotte, NC 282255, United States. BAC’s common stock is listed on the New York Stock Exchange. BAC has securities admitted to trading on the regulated market of the London Stock Exchange, including various series of notes issued under its US\$65,000,000,000 Euro Medium-Term Note Programme.

BAC acquired Merrill Lynch & Co. Inc. and its subsidiaries (including MLCI) on 1 January 2009.

**For the avoidance of doubt, the Commodity Securities issued under this Programme do not represent an obligation of, nor will they be insured or guaranteed by, BAC or any of its subsidiaries (including, but without limitation, MLCI).**

## PART 11

### ADDITIONAL INFORMATION

#### 1. Incorporation and Share Capital of Issuer

- (a) The Issuer was incorporated as a private limited company in Jersey on 16 August 2005 under the Companies (Jersey) Law 1991 (as amended) (the “**Law**”) and changed status to a public company on 15 September 2006 pursuant to a written resolution dated 15 September 2006. The Issuer operates under the Law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 90959. The name of the Issuer was changed to “ETFS Commodity Securities Limited” on 15 June 2006.
- (b) The Issuer is authorised to issue an unlimited number of no par value shares of one class designated as Ordinary Shares of which two Ordinary Shares of no par value have been issued.
- (c) The Issuer does not have any subsidiary undertakings.
- (d) All of the Issuer’s issued ordinary shares are owned by HoldCo.
- (e) There has been no material adverse change in the financial or trading position or prospects of the Issuer since 31 December 2010, the date of the Issuer’s last published audited financial statements.

#### 2. Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Issuer and are or may be material or have been entered into at any time by the Issuer and (not being contracts entered into in the ordinary course of business) contain provisions under which the Issuer has an obligation or entitlement which is or may be material to the Issuer as at the date of this document:

- (a) the Trust Instrument dated 21 September 2006 and the supplemental trust instruments thereto dated 17 September 2007, 23 April 2008, 15 August 2008, 15 September 2008, 8 October 2008, 29 June 2009, 7 August 2009, 20 January 2011, 14 March 2011 and 22 December 2011, a summary of the principal terms of which is set out in Part 6 (*Trust Instrument and Commodity Securities*);
- (b) the following Security Deeds, a summary of the principal terms of which are set out in Part 7 (*Particulars of Security Deeds*):
  - the Classic Aluminium Security Deed dated 21 September 2006;
  - the Classic Brent Crude Security Deed dated 22 December 2011;
  - the Classic Cocoa Security Deed dated 15 September 2008;
  - the Classic Coffee Security Deed dated 21 September 2006;
  - the Classic Copper Security Deed dated 21 September 2006;
  - the Classic Corn Security Deed dated 21 September 2006;
  - the Classic Cotton Security Deed dated 21 September 2006;
  - the Classic Crude Oil Security Deed dated 21 September 2006;
  - the Classic Gas Oil Security Deed dated 22 December 2011;
  - the Classic Gasoline Security Deed dated 21 September 2006;

- the Classic Gold Security Deed dated 21 September 2006;
- the Classic Heating Oil Security Deed dated 21 September 2006;
- the Classic Lead Security Deed dated 15 September 2008;
- the Classic Lean Hogs Security Deed dated 21 September 2006;
- the Classic Live Cattle Security Deed dated 21 September 2006;
- the Classic Natural Gas Security Deed dated 21 September 2006;
- the Classic Nickel Security Deed dated 21 September 2006;
- the Classic Platinum Security Deed dated 15 September 2008;
- the Classic Silver Security Deed dated 21 September 2006;
- the Classic Soybean Oil Security Deed dated 21 September 2006;
- the Classic Soybeans Security Deed dated 21 September 2006;
- the Classic Sugar Security Deed dated 21 September 2006;
- the Classic Tin Security Deed dated 15 September 2008;
- the Classic Wheat Security Deed dated 21 September 2006;
- the Classic Zinc Security Deed dated 21 September 2006;
- the Forward Aluminium Security Deed dated 17 September 2007;
- the Forward Brent Crude Security Deed dated 22 December 2011;
- the Forward Coffee Security Deed dated 17 September 2007;
- the Forward Copper Security Deed dated 17 September 2007;
- the Forward Corn Security Deed dated 17 September 2007;
- the Forward Cotton Security Deed dated 17 September 2007;
- the Forward Crude Oil Security Deed dated 17 September 2007;
- the Forward Gas Oil Security Deed dated 22 December 2011;
- the Forward Gasoline Security Deed dated 17 September 2007;
- the Forward Gold Security Deed dated 17 September 2007;
- the Forward Heating Oil Security Deed dated 17 September 2007;
- the Forward Lean Hogs Security Deed dated 17 September 2007;
- the Forward Live Cattle Security Deed dated 17 September 2007;
- the Forward Natural Gas Security Deed dated 17 September 2007;
- the Forward Nickel Security Deed dated 17 September 2007;

- the Forward Silver Security Deed dated 17 September 2007;
  - the Forward Soybean Oil Security Deed dated 17 September 2007;
  - the Forward Soybeans Security Deed dated 17 September 2007;
  - the Forward Sugar Security Deed dated 17 September 2007;
  - the Forward Wheat Security Deed dated 17 September 2007;
  - the Forward Zinc Security Deed dated 17 September 2007;
- (c) the Facility Agreement dated 5 August 2009 between the Issuer and UBS, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);
- (d) the Facility Agreement dated 14 March 2011 between the Issuer and MLCI, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);
- (e) a Capital Adjustment Agreement dated 5 August 2009 between the Issuer and UBS pursuant to which UBS agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and UBS agree that the Capital Adjustment will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for 3 month U.S. Treasury Bills less a Spread agreed between the Issuer and UBS (currently agreed to be 0.45 per cent. per annum in respect of the Classic Securities and 0.6 per cent. per annum in respect of the Forward Securities) less the Management Fee rate notified to UBS by the Issuer (currently being 0.49 per cent. per annum) and the Licence Allowance rate notified to UBS by the Issuer (currently being 0.05 per cent. per annum);
- (f) a Capital Adjustment Agreement dated 14 March 2011 between the Issuer and MLCI pursuant to which MLCI agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and MLCI agree that the Capital Adjustment will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for 3 month U.S. Treasury Bills less a Spread agreed between the Issuer and MLCI (currently agreed to be 0.45 per cent. per annum in respect of the Classic Securities and 0.6 per cent. per annum in respect of the Forward Securities) less the Management Fee rate notified to MLCI by the Issuer (currently being 0.49 per cent. per annum) and the Licence Allowance rate notified to MLCI by the Issuer (currently being 0.05 per cent. per annum);
- (g) the Calculation Agency Agreement dated 14 March 2011 between the Issuer, MLCI, UBS Securities and UBS;
- (h) the Security Agreement between the Issuer and UBS, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);
- (i) the Security Agreement between the Issuer and MLCI, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);
- (j) the Collateral Account Control Agreement between the Issuer, UBS and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);
- (k) the Collateral Account Control Agreement between the Issuer, MLCI and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 4 (*Description of Facility Agreements and Commodity Contracts*);

- (l) the following Authorised Participant Agreements, a summary of the principal terms of which is set out in paragraph 3 below:
- (i) an Authorised Participant Agreement between the Issuer, ETFSL and ABN AMRO Clearing Bank N.V. dated 21 September 2006;
  - (ii) an Authorised Participant Agreement between the Issuer, ETFSL and Banca IMI S.p.A. dated 28 April 2008;
  - (iii) an Authorised Participant Agreement between the Issuer, ETFSL and Barclays Capital Securities Limited dated 5 January 2007;
  - (iv) an Authorised Participant Agreement between the Issuer, ETFSL and Bluefin Europe LLP dated 9 March 2011;
  - (v) an Authorised Participant Agreement between the Issuer, ETFSL and Goldman Sachs International dated 3 March 2008;
  - (vi) an Authorised Participant Agreement between the Issuer, ETFSL and Knight Capital Europe Limited dated 14 October 2009;
  - (vii) an Authorised Participant Agreement between the Issuer, ETFSL and Merrill Lynch International dated 21 March 2007;
  - (viii) an Authorised Participant Agreement between the Issuer, ETFSL and Morgan Stanley & Co. International plc dated 4 October 2006;
  - (ix) an Authorised Participant Agreement between the Issuer, ETFSL and The Royal Bank of Scotland plc dated 8 March 2007;
  - (x) an Authorised Participant Agreement between the Issuer, ETFSL and Susquehanna International Securities Limited dated 14 October 2009;
  - (xi) an Authorised Participant Agreement between the Issuer, ETFSL and Susquehanna Ireland Limited dated 14 October 2009;
  - (xii) an Authorised Participant Agreement between the Issuer, ETFSL and UBS AG, London branch dated 20 December 2006; and
  - (xiii) an Authorised Participant Agreement between the Issuer, ETFSL and UniCredit Bank AG dated 19 February 2007;
- (m) the following Security Assignments between UBS and the Issuer securing to UBS the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:
- (i) Security Assignment dated 5 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and ABN AMRO Clearing Bank N.V.;
  - (ii) Security Assignment dated 5 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Banca IMI S.p.A.;
  - (iii) Security Assignment dated 4 September 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Barclays Capital Securities Limited;
  - (iv) Security Assignment dated 5 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Goldman Sachs International;



- (v) Security Assignment dated 14 October 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Knight Capital Europe Limited;
  - (vi) Security Assignment dated 5 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International;
  - (vii) Security Assignment dated 7 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Morgan Stanley & Co. International plc;
  - (viii) Security Assignment dated 5 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and The Royal Bank of Scotland plc;
  - (ix) Security Assignment dated 3 November 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;
  - (x) Security Assignment dated 3 November 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited; and
  - (xi) Security Assignment dated 5 August 2009 between the Issuer and UBS pertaining to the Authorised Participant Agreement between the Issuer and UniCredit Bank AG; and
- (n) the following Security Assignments between MLCI and the Issuer securing to MLCI the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:
- (i) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and ABN AMRO Clearing Bank N.V.;
  - (ii) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Banca IMI S.p.A.;
  - (iii) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Barclays Capital Securities Limited;
  - (iv) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Bluefin Europe LLP;
  - (v) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Goldman Sachs International;
  - (vi) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Knight Capital Europe Limited;
  - (vii) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International;
  - (viii) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Morgan Stanley & Co. International plc;
  - (ix) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and The Royal Bank of Scotland plc;
  - (x) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;

- (xi) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited;
- (xii) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and UBS AG, London branch; and
- (xiii) Security Assignment dated 13 April 2011 between the Issuer and MLCI pertaining to the Authorised Participant Agreement between the Issuer and UniCredit Bank AG.

### 3. Authorised Participant Agreements

The Authorised Participants as at the date of this document are the persons who have entered into an Authorised Participant Agreement with the Issuer as described in paragraph 2(h) above.

Pursuant to the terms of the Authorised Participant Agreements, each Authorised Participant represents, warrants and undertakes to the Issuer that:

- (a) in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”), it has not made and will not make an offer of Micro or Commodity Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Micro or Commodity Securities to the public in that Relevant Member State:
  - (i) in the period beginning on the date of publication of a prospectus in relation to those Micro or Commodity Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, published in another Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
  - (ii) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
  - (iii) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000, and (3) an annual turnover of more than €50,000,000, each, as shown in its last annual or consolidated accounts; or
  - (iv) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Micro or Commodity Securities to the public” in relation to any Micro or Commodity Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Micro or Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Micro or Commodity Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State;

- (b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Micro or Commodity Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or any Affiliate of the Issuer;

- (c) it has complied and will comply with all applicable provisions of the FSMA and the United Kingdom financial services regime (including, without limitation, the obligation to treat customers fairly) with respect to anything done by it in relation to any Commodity Securities or Micro Securities in, from or otherwise involving the United Kingdom;
- (d) that neither it nor any of its Affiliates (including any person acting on behalf of it or any of its Affiliates):
  - (i) has knowingly offered or sold or will knowingly offer or sell Commodity Securities or Micro Securities within the United States or to U.S. Persons, whether before, on or after the relevant Application Date;
  - (ii) has knowingly offered or sold or will knowingly offer or sell Micro or Commodity Securities to a Prohibited US Person or a Prohibited Benefit Plan Investor, whether before, on or after the relevant Application Date; or
  - (iii) has engaged or will engage in any “directed selling efforts” with respect to Commodity Securities or Micro Securities.

Terms used in this paragraph 3(d) have the meanings given to them by Regulation S under the Securities Act of 1933 of the United States.

- (e) that it will not permit Commodity Securities or Micro Securities to be offered to, sold to, or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the normal course of business).

Further restrictions on offers and sales of Micro and Commodity Securities and on the distribution of this Prospectus are set out in paragraph 22 of Part 11 (*Additional Information*).

The Authorised Participant Agreements may be terminated by either party thereto at any time upon thirty days' prior written notice to the other parties.

The Issuer may enter into agreements with institutions to act as Authorised Participants and/or market-makers which may include commitments to make markets on varying terms, but which may include commitments to maintain particular maximum spreads and minimum lot sizes.

#### **4. Licence Agreement**

ETFSL has entered into an amended and restated licence agreement with UBS Securities and CME Indexes (as successor to Dow Jones & Company Inc.) (the “**Licence Agreement**”) dated as of 22 December 2011 pursuant to which ETFSL has been granted the right to use the DJ-UBS Commodity Indices and sub-indices thereof including the Individual Commodity Indices for the issuance and trading of, *inter alia*, the Micro and Commodity Securities and the right to use and refer to the trademarks of UBS Securities, CME Indexes and Dow Jones associated with such Commodity Indices for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Micro and Commodity Securities. The Licence Agreement also permits ETFSL to post on its website delayed intra-day and settlement pricing for such Commodity Indices. A fee is payable by ETFSL to CME Indexes under the Licence Agreement. The Licence Agreement is in full force and effect until 31 August 2015 but may be terminated earlier for non-payment of the fee or other breaches of the agreement by ETFSL.

ManJer will, out of the Licence Allowance, pay ETFSL such amounts as ETFSL requires to pay such fees as are due under the Licence Agreement from time to time.

The Issuer has the right to use the DJ-UBS Commodity Indices and sub-indices thereof including the Individual Commodity Indices and the trademarks of UBS Securities, CME Indexes and Dow Jones in connection with the issuance, marketing and promotion of the Micro and Commodity Securities, provided it agrees to be bound by all the provisions of the Licence Agreement as if it were the licensee thereunder including, without limitation, those provisions imposing any obligations on ETFSL.

## 5. ISINs and Principal Amounts of the Commodity Securities and the Micro Securities

25 classes of Classic Individual Securities and 21 classes of Forward Individual Securities are specifically described in this Prospectus. The ISINs and Principal Amounts of such Individual Securities are as follows:

<b>Class of Classic Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS Aluminium	GB00B15KXN58	\$1.00000000
ETFS Brent Crude	JE00B78CGV99	\$6.25000000
ETFS Cocoa	JE00B2QXZK10	\$0.50000000
ETFS Coffee	GB00B15KXP72	\$0.50000000
ETFS Copper	GB00B15KXQ89	\$3.00000000
ETFS Corn	GB00B15KXS04	\$0.25000000
ETFS Cotton	GB00B15KXT11	\$0.50000000
ETFS Crude Oil*	GB00B15KXV33	\$5.00000000
ETFS Gas Oil	JE00B78BDZ24	\$3.75000000
ETFS Gasoline	GB00B15KXW40	\$5.00000000
ETFS Gold	GB00B15KXX56	\$1.00000000
ETFS Heating Oil	GB00B15KXY63	\$3.00000000
ETFS Lead	JE00B2QY0436	\$3.50000000
ETFS Lean Hogs	GB00B15KXZ70	\$0.50000000
ETFS Live Cattle	GB00B15KY096	\$2.00000000
ETFS Natural Gas	GB00B15KY104	\$0.03000000
ETFS Nickel	GB00B15KY211	\$2.00000000
ETFS Platinum	JE00B2QYOF45	\$6.50000000
ETFS Silver	GB00B15KY328	\$2.00000000
ETFS Soybean Oil	GB00B15KY435	\$1.00000000
ETFS Soybeans	GB00B15KY542	\$2.00000000
ETFS Sugar	GB00B15KY658	\$3.00000000
ETFS Tin	JE00B2QY0H68	\$3.50000000
ETFS Wheat	GB00B15KY765	\$0.25000000
ETFS Zinc	GB00B15KY872	\$1.00000000
<b>Class of Forward Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS Forward Aluminium	JE00B24DLR27	\$1.00000000
ETFS Forward Brent Crude	JE00B78CP782	\$7.75000000
ETFS Forward Coffee	JE00B24DLS34	\$0.50000000
ETFS Forward Copper	JE00B24DLT41	\$5.00000000
ETFS Forward Corn	JE00B24DLV62	\$0.50000000
ETFS Forward Cotton	JE00B24DLW79	\$0.50000000
ETFS Forward Crude Oil*	JE00B24DLX86	\$8.00000000
ETFS Forward Gas Oil	JE00B4L6KM69	\$4.45000000
ETFS Forward Gasoline	JE00B24DLY93	\$8.00000000
ETFS Forward Gold	JE00B24DLZ01	\$1.00000000
ETFS Forward Heating Oil	JE00B24DM021	\$5.00000000
ETFS Forward Lean Hogs	JE00B24DM138	\$3.00000000
ETFS Forward Live Cattle	JE00B24DM245	\$1.50000000
ETFS Forward Natural Gas	JE00B24DM351	\$3.00000000
ETFS Forward Nickel	JE00B24DM468	\$5.00000000
ETFS Forward Silver	JE00B24DM575	\$1.50000000
ETFS Forward Soybean Oil	JE00B24DM682	\$1.00000000
ETFS Forward Soybeans	JE00B24DM799	\$1.00000000
ETFS Forward Sugar	JE00B24DM807	\$1.50000000
ETFS Forward Wheat	JE00B24DM914	\$1.00000000
ETFS Forward Zinc	JE00B24DMB32	\$1.50000000

\* On 28 November 2011 the index sponsors announced that effective Monday 2 January 2012 the official name for the Dow Jones-UBS Crude Oil Subindex would change to Dow Jones-UBS WTI Crude Oil Subindex. Consequently the names of the ETFS Crude Oil Individual Securities and the ETFS Forward Crude Oil Individual Securities will change to ETFS WTI Crude Oil and ETFS Forward WTI Crude Oil respectively.

In addition 18 categories of Classic Index Securities and ten categories of Forward Index Securities are specifically described in this Prospectus. The ISINs and Principal Amounts (as at the date of this Prospectus) of such Index Securities are as follows:

<b>Category of Classic Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS Agriculture DJ-UBSCI <sup>SM</sup>	GB00B15KYH63	\$1.00251525
ETFS All Commodities DJ-UBSCI <sup>SM</sup>	GB00B15KY989	\$2.09294322
ETFS Energy DJ-UBSCI <sup>SM</sup>	GB00B15KYB02	\$1.73456000
ETFS Ex-Energy DJ-UBSCI <sup>SM</sup>	GB00B15KYD26	\$1.62616750
ETFS Grains DJ-UBSCI <sup>SM</sup>	GB00B15KYL00	\$0.70783025
ETFS Industrial Metals DJ-UBSCI <sup>SM</sup>	GB00B15KYG56	\$2.08124200
ETFS Livestock DJ-UBSCI <sup>SM</sup>	GB00B15KYG92	\$1.31832200
ETFS Petroleum DJ-UBSCI <sup>SM</sup>	GB00B15KYC19	\$4.73059700
ETFS Precious Metals DJ-UBSCI <sup>SM</sup>	GB00B15KYF40	\$1.27097000
ETFS Softs DJ-UBSCI <sup>SM</sup>	GB00B15KYJ87	\$1.18326200
ETFS Ex-Agriculture & Livestock DJ-UBSCI <sup>SM</sup>	JE00B6SV8B36	\$2.37969443
ETFS Ex-Industrial Metals DJ-UBSCI <sup>SM</sup>	JE00B6TL6S53	\$1.89308068
ETFS Ex-Precious Metals DJ-UBSCI <sup>SM</sup>	JE00B6YTKX71	\$2.22108971
ETFS Ex-Agriculture DJ-UBSCI <sup>SM</sup>	JE00B73CZX99	\$2.36845117
ETFS Ex-Livestock DJ-UBSCI <sup>SM</sup>	JE00B73JV547	\$2.25673992
ETFS Ex-Softs DJ-UBSCI <sup>SM</sup>	JE00B6SVDR49	\$2.31917775
ETFS Ex-Grains DJ-UBSCI <sup>SM</sup>	JE00B6WG8H09	\$2.34039258
ETFS Ex-Petroleum DJ-UBSCI <sup>SM</sup>	JE00B644BV75	\$1.75557500

<b>Category of Forward Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
ETFS Forward All Commodities DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMC49	\$4.00964350
ETFS Forward Energy DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMD55	\$8.65805300
ETFS Forward Petroleum DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMF79	\$7.46229100
ETFS Forward Ex-Energy DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMG86	\$1.94656850
ETFS Forward Precious Metals DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMH93	\$1.19609650
ETFS Forward Industrial Metals DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMJ18	\$2.84283300
ETFS Forward Agriculture DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMK23	\$1.18239800
ETFS Forward Softs DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DML30	\$0.98034250
ETFS Forward Livestock DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMM47	\$2.28266550
ETFS Forward Grains DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMN53	\$0.95264850

25 classes of Micro Classic Securities and 21 classes of Micro Forward Securities are specifically described in this Prospectus. The ISINs and Principal Amounts of such Micro Securities are as follows:

<b>Class of Micro Classic Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
Aluminium	GB00B16TD867	\$0.00000100
Brent Crude	JE00B75GVD18	\$0.00000625
Cocoa	JE00B2QXZD43	\$0.00000050
Coffee	GB00B16TD974	\$0.00000050
Copper	GB00B16TDB98	\$0.00000300
Corn	GB00B16TDC06	\$0.00000025
Cotton	GB00B16TDD13	\$0.00000050
Crude Oil*	GB00B16TDF37	\$0.00000500
Gas Oil	JE00B5MW7M94	\$0.00000375
Gasoline	GB00B16TDG44	\$0.00000500
Gold	GB00B16TDH50	\$0.00000100
Heating Oil	GB00B16TDJ74	\$0.00000300
Lead	JE00B2QXZY55	\$0.00000350
Lean Hogs	GB00B16TDK89	\$0.00000050
Live Cattle	GB00B16TDL96	\$0.00000200
Natural Gas	GB00B16TDM04	\$0.00000003
Nickel	GB00B16TDN11	\$0.00000200
Platinum	JE00B2QY0766	\$0.00000650
Silver	GB00B16TDP35	\$0.00000200
Soybean Oil	GB00B16TDQ42	\$0.00000100
Soybeans	GB00B16TDR58	\$0.00000200

<b>Class of Micro Classic Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
Sugar	GB00B16TDS65	\$0.00000300
Tin	JE00B2QYOD21	\$0.00000350
Wheat	GB00B16TDT72	\$0.00000025
Zinc	GB00B16TDV94	\$0.00000100

<b>Class of Micro Forward Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
Forward Aluminium	JE00B24F1W31	\$0.00000100
Forward Brent Crude	JE00B6SCJ466	\$0.00000775
Forward Coffee	JE00B24F1X48	\$0.00000050
Forward Copper	JE00B24F1Y54	\$0.00000500
Forward Corn	JE00B24F1Z61	\$0.00000050
Forward Cotton	JE00B24F2084	\$0.00000050
Forward Crude Oil*	JE00B24F2191	\$0.00000800
Forward Gas Oil	JE00B6TQQT14	\$0.00000445
Forward Gasoline	JE00B24F2209	\$0.00000800
Forward Gold	JE00B24F2316	\$0.00000100
Forward Heating Oil	JE00B24F2423	\$0.00000500
Forward Lean Hogs	JE00B24F2530	\$0.00000300
Forward Live Cattle	JE00B24F2647	\$0.00000150
Forward Natural Gas	JE00B24F2753	\$0.00000300
Forward Nickel	JE00B24F2860	\$0.00000500
Forward Silver	JE00B24F2977	\$0.00000150
Forward Soybean Oil	JE00B24F2B92	\$0.00000100
Forward Soybeans	JE00B24F2C00	\$0.00000100
Forward Sugar	JE00B24F2D17	\$0.00000150
Forward Wheat	JE00B24F2F31	\$0.00000100
Forward Zinc	JE00B24F2G48	\$0.00000150

\* On 28 November 2011 the index sponsors announced that effective Monday 2 January 2012 the official name for the Dow Jones-UBS Crude Oil Subindex would change to Dow Jones-UBS WTI Crude Oil Subindex. Consequently the names of the Crude Oil Micro Securities and the Forward Crude Oil Micro Securities will change to WTI Crude Oil and Forward WTI Crude Oil respectively.

## **6. UK Taxation**

### **(a) General**

The following paragraphs summarise certain limited aspects of the UK taxation treatment of holding Micro or Commodity Securities. They are based on current UK law and HM Revenue & Customs practice, both of which are subject to change, possibly with retrospective effect. The following paragraphs relate to Security Holders who are within the charge to UK corporation tax, are UK resident individuals or which are UK open-ended investment companies or authorised unit trust schemes unless otherwise stated. The statements in this summary are intended only as a general guide, and should be treated with appropriate caution. Any person who is contemplating acquiring Micro or Commodity Securities (whether or not pursuant to the Programme), particularly if that person is subject to taxation in any jurisdiction other than the UK, is strongly recommended to consult their independent professional advisers immediately.

### **(b) The Issuer**

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

(c) **Withholding Tax**

No payments made by the Issuer to Security Holders are required to be made under deduction or withholding for or on account of UK tax.

(d) **Corporation Tax on income and gains**

In general, a Security Holder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of Micro or Commodity Securities on a basis reflecting the treatment in its statutory accounts, calculated in accordance with the Security Holder's authorised accounting method. These profits, gains or losses, (which will include any profits, gains or losses on a disposal or redemption of Micro or Commodity Securities and which may include fluctuations in value relating to foreign exchange gains and losses) will be treated as income profits or losses for the purposes of a Security Holder's corporation tax computation.

(e) **Capital Gains Tax (Individuals)**

*Subscriptions made before 1 December 2009*

Provided the Micro or Commodity Securities are not treated as "deeply discounted securities" for UK tax purposes, any transfer or redemption of a Micro or Commodity Security by a Security Holder who is a UK individual will be a disposal of that Micro or Commodity Security for UK capital gains tax purposes which may, subject to any available exemption or relief, give rise to a chargeable gain or allowable loss for those purposes.

The Issuer has received a non-statutory confirmation from HM Revenue & Customs that, in its view, the Micro and Commodity Securities are not deeply discounted securities. However, since this confirmation is addressed to the Issuer and is not binding on HM Revenue & Customs in its dealings with Security Holders, investors may wish to consult their own tax advisors in this respect.

The tax treatment of subscriptions made prior to 1 December 2009 will not be affected by the new definition of "offshore fund" discussed below.

*Subscriptions made on or after 1 December 2009*

The Issuer has not been regarded as an "offshore fund" for UK tax purposes for periods before 1 December 2009. However, on 1 December 2009, a new definition of "offshore fund" took effect which has resulted in the Issuer being treated as an "offshore fund". Accordingly, subscriptions made on or after this date may be treated as investments in an "offshore fund" for UK tax purposes.

If this is the case, and the Micro or Commodity Securities are not treated as "deeply discounted securities" and no other exemption applies, any gain accruing to an investor upon the sale, redemption or other disposal of Micro or Commodity Securities acquired on or after 1 December 2009 will be taxed as income and not as a capital gain, unless the Issuer achieves certification as a "reporting fund". The Issuer has obtained notification from HM Revenue & Customs that all the Micro and Commodity Securities have been accepted for entry into the "reporting fund" regime with effect from the accounting period which commenced 1 January 2009. Whilst it is expected that certification as a "reporting fund" will be maintained for all periods this cannot be guaranteed.

Note that under the reporting fund rules the Issuer is required to report to investors 100 per cent. of the net income attributable to the relevant class of Micro or Commodity Securities. It is not expected that any such reportable income will arise in respect of any of the Micro or Commodity Securities.

A copy of the annual report required to be made to investors under the reporting fund rules will be provided on the following website: [http://etfsecurities.com/en/document/etfs\\_document.asp](http://etfsecurities.com/en/document/etfs_document.asp)

(f) **Income Tax (Individuals)**

If the Micro or Commodity Securities are treated as "deeply discounted securities" for UK tax purposes, and do not qualify as "excluded indexed securities" for those purposes, any profit arising to a Security Holder who is a UK individual on transfer or redemption of Micro or Commodity

Securities will be subject to UK income tax and not to UK capital gains tax. As noted in “Capital Gains Tax (Individuals)” above, the Issuer has received a non-statutory confirmation from HM Revenue & Customs that the Micro and Commodity Securities are not deeply discounted securities.

(g) **UK Open-Ended Investment Companies and Authorised Unit Trust Schemes**

Whilst UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (although currently at the rate of 20 per cent.) they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes on creditor loan relationships and derivative contracts. In this respect capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of “net capital gains/losses” or “other gains/losses”) in accordance with the relevant Statement of Recommended Practice. These provisions do not however apply to a qualified investor scheme which does not meet the genuine diversity of ownership condition. In addition Part 2B of the Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an “investment transaction” (which includes loan relationships and derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Security Holder which is a UK open-ended investment company or authorised unit trust scheme in respect of Micro or Commodity Securities will be exempt from tax.

(h) **Stamp Duty and Stamp Duty Reserve Tax (‘SDRT’)**

Provided the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Micro or Commodity Securities in Uncertificated Form.

In the case of Micro or Commodity Securities held in Certificated Form, provided (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to anything to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of Micro or Commodity Securities.

The redemption of Micro or Commodity Securities will not give rise to stamp duty or SDRT.

(i) **The European Saving Directive**

EU Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) came into force on 1 July 2005. The Directive applies, amongst other matters, to payments of interest or other income on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another EU Member State. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for, the beneficial owner, and could include a UK broker effecting the sale of Micro or Commodity Securities.

Micro and Commodity Securities are undated secured limited recourse debt obligations of the Issuer. However, as no return in respect of Micro or Commodity Securities (whether in the form of cash on redemption, or as a result of trading on the London Stock Exchange) should constitute a payment of interest for the purposes of the Directive, it is not envisaged that Security Holders or their paying agents will be within the scope of the Directive.



## **7. Jersey Taxation**

*The following paragraphs summarise certain aspects of Jersey taxation treatment of holding Micro and Commodity Securities. The statements are intended only as a general guide.*

Under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”), the Issuer will be regarded as resident in Jersey but (being neither a financial services company nor a specified utility company under the Jersey Income Tax Law at the date hereof) will (except as noted below) be subject to Jersey income tax at a rate of 0%.

The Issuer will not be required to make any deduction or withholding for, or on account of, Jersey income tax from any payments in respect of the Micro or Commodity Securities. Holders of the Micro or Commodity Securities (other than residents of Jersey) should not be subject to any tax in Jersey in respect of the holding, sale, redemption or other disposition of its Micro or Commodity Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax.

### **Stamp duty**

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Micro or Commodity Securities. In the event of the death of an individual sole holder of Micro or Commodity Securities, duty at rates of up to 0.75 per cent. of the value of the Micro and Commodity Securities held may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Micro or Commodity Securities held by the deceased individual sole holder thereof.

### **Goods and services tax**

The Issuer is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the “**GST Law**”). Consequently, the Issuer is not required to:

- (a) register as a taxable person pursuant to the GST Law;
- (b) charge goods and services tax in Jersey in respect of any supply made by it; or
- (c) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

### **European Union directive on the taxation of savings income**

As part of an agreement reached in connection with the European Union directive on the taxation of savings income in the form of interest payments, and in line with steps taken by other relevant third countries, Jersey introduced with effect from 1 July 2005 a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in an EU Member State by a paying agent established in Jersey. The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to EU Member States of information regarding such payments. During this transitional period, such an individual beneficial owner resident in an EU Member State will be entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the EU Member State in which the beneficial owner is resident.

The retention tax system in Jersey is implemented by means of bilateral agreements with each of the EU Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Policy & Resources Committee of the States of Jersey. Based on these provisions and the Issuer’s understanding of the current practice of the Jersey tax authorities (and subject to the transitional arrangements described above), the Issuer would not be obliged to levy retention tax in Jersey under these provisions in respect of redemption payments made by it to a paying agent established outside Jersey.

## 8. Taxation in Austria

### (a) General

The following is a brief summary of some principles of Austrian tax law that may be of relevance for Austrian resident holders of the Micro and Commodity Securities. It does not claim to fully describe all Austrian tax consequences of the acquisition, ownership, disposition or redemption of the Micro and Commodity Securities. This summary does not take into account or discuss the tax laws of any country other than Austria nor does it take into account the investors' individual circumstances.

Prospective investors are advised to consult their own professional advisors to obtain further information about the tax consequences of the acquisition, ownership, disposition, redemption, exercise or settlement of the Instruments. Only personal advisors are in a position to adequately take into account special tax aspects of the particular instruments in question as well as the investor's personal circumstances and any special tax treatment applicable to the investor.

This summary is based on Austrian law as in force when drawing up this Prospectus. The laws and their interpretation by the tax authorities may change and such changes may also have retroactive effect.

### (b) Taxation of capital gains or redemption gains upon disposal or redemption of the Micro and Commodity Securities

#### *Individual Investors*

A new tax regime will apply for most types of investment income (*Einkünfte aus Kapitalvermögen*) including income derived from the Micro and Commodity Securities as of 2012.

- **New law as of 2011/2012 (“New Law”)**

Under the New Law capital gains upon the disposal or redemption of Micro and Commodity Securities are subject to a 25 per cent. flat tax rate. If Micro and Commodity Securities are deposited with an Austrian custodian bank, the bank will, in most circumstances, withhold the 25 per cent. capital gains tax and forward it to the tax authorities. If for an individual investor the 25 per cent. flat rate is higher than the rate which would be applicable under the regular progressive tax rate (0 per cent. - 50 per cent. depending on the individual's total annual income) applicable for this individual, the individual can apply for a tax refund in his or her annual tax return.

- **Old law until 2011/2012 (“Old Law”)**

Under the Old Law capital gains upon the disposal or redemption of Micro and Commodity Securities are only taxable where the acquisition and disposal of the Micro and Commodity Securities is effected within a blocking period of one year (“speculation gain”). After the one year blocking period, capital gains are tax free. However, speculation gains – realised within the one year period – are subject to the full progressive tax rate of up to 50 per cent.

- **Entering into force of New Law**

The following applies in respect of the entering into force of the New Law:

For Micro and Commodity Securities purchased before 1 October 2011, the Old Law applies i.e. Micro and Commodity Securities purchased and sold or redeemed within a one year holding period are subject to the full progressive tax rate of up to 50 per cent., and after the one year holding period the sale or redemption is tax free.

For Micro and Commodity Securities acquired between 1 October 2011 and 31 March 2012 and sold or redeemed before 31 March 2012, capital gains are subject to the full progressive tax rate of up to 50 per cent.

Capital gains realised upon Micro and Commodity Securities acquired after 1 October 2011 and sold or redeemed after 31 March 2012 are always taxable at 25 per cent. regardless of the holding period.

### **Corporate Investors**

Corporate entities are in general subject to a 25 per cent. flat corporate income tax rate. Capital gains incurred upon disposal or redemption of the Micro and Commodity Securities are subject to this general 25 per cent. taxation.

#### **(c) Other taxes**

##### **Transfer Taxes**

There are no transfer taxes, registration taxes or similar taxes payable in Austria as a consequence of the acquisition, ownership, disposition or redemption of the Micro and Commodity Securities.

##### **Inheritance or Gift Taxes**

The Austrian inheritance and gift tax (*Erbschafts-und Schenkungssteuer*) was abolished with effect as of 1 August 2008.

##### **VAT**

The acquisition or disposal of the Micro and Commodity Securities is not subject to Austrian VAT.

##### **Application of the Austrian Investment Fund Act**

There is a risk that Micro and Commodity Securities whose underlying assets are composed of a variety of classes of metals (in order to achieve an effect of risk diversification) could be treated as investments in a foreign investment fund according to section 42 of the Austrian Investment Fund Act. The consequence of such treatment could be a taxation of the investment regardless of actual disposals, redemptions or distributions. Please discuss this issue with your personal tax advisor if you consider investing in Micro and Commodity Securities whose underlying assets are composed of a variety of classes of metals.

#### **(d) The European Savings Directive**

The rules implementing Directive 2003/48/EC in Austrian national law, provide that interest payments (including payments of certain types of capital gains incurred from the disposal or redemption of a security) made by an Austrian paying agent to EU resident beneficial owners of securities are subject to a EU-withholding tax. The applicable tax rate is 35 per cent.

No EU-withholding tax is levied if the beneficial owner presents to his paying institution a certificate as provided for under Article 10 of the EU-Withholding Tax Act issued by the competent authority of his EU member state of residence for tax purposes.

## **9. Taxation in Denmark**

### **(a) General**

The following is a brief summary of some important principles of Danish tax law that may be of relevance for Danish holders of Micro and Commodity Securities. The summary does not fully cover all aspects of Danish tax law that may be of relevance to holders. The summary is based on Danish tax law as of March 2011. The summary deals only with taxation in Denmark and not with foreign tax rules.

It should also be noted that the taxation of Micro and Commodity Securities may change at any time as a result of new legislation, court practice or decrees issued by the relevant taxation authorities, potentially with retroactive effect. Investors interested in acquiring Micro and Commodity Securities should consult their tax advisors with regard to any tax consequences that may be involved in acquiring holding, redeeming, selling or gratuitously transferring the Micro and Commodity Securities.

Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.

Under Danish Law, Micro and Commodity Securities are governed by special provisions in the shares, transfers and capital gains taxation Act. Basically, this means that gains and losses on Micro and Commodity Securities are taxed separately from the underlying assets applying a mark-to-market principle.

(b) **Security Holders liable to corporate tax**

Under Danish law, Micro and Commodity Securities are governed by special provisions in the shares, transfers and capital gains taxation Act. Basically, instruments are taxed separately from the underlying assets, applying a mark-to-market principle. Both losses and gains are included in the taxable income.

Net gains are taxed at a flat rate of 25 per cent. The ability to utilize net losses is limited. Basically, the utilization requires that a previous gain has been realized.

(c) **Individual holding Micro and Commodity Securities**

Under Danish law, Micro and Commodity Securities are governed by special provisions in the shares, transfers and capital gains taxation Act. Basically, this entails that gains and losses on the Micro and Commodity Securities are taxed separately from the underlying assets, applying a mark-to-market principle. Both losses and gains are included in the taxable income. Net gains are taxed as capital income at a marginal tax rate of 47.5 per cent. for an individual (2011) (45.5 per cent. in 2012, 43.5 per cent. in 2013 and 42 per cent. in 2014). The ability to utilize net losses is limited. Basically, the utilization requires that an individual realizes other capital income.

(d) **Investors holding Micro and Commodity Securities via a pension scheme**

The investor will be taxed according to the mark-to-marked principle. The Danish individual investor will be taxed at a rate of 15 per cent. on the return pursuant to section 2 of the Pension Returns Tax Act.

(e) **Individual covered by the corporate tax regime (“Virksomhedsskatteordningen”)**

It is not possible for an individual to hold Micro and Commodity Securities through the corporate tax regime (*Virksomhedsskatteordningen*).

(f) **Withholding Taxes**

Generally, no withholding tax is levied on outbound interest payments. However, as of 2 April 2004, Denmark has introduced taxation on intergroup interest payments from a Danish company to a controlling foreign company. However, in substance, this will only apply if the foreign company is a financial company situated in (i) a tax haven, or (ii) a jurisdiction with which Denmark does not have a double taxation treaty. Anti-avoidance provisions have been introduced which exclude the possibility of using back-to-back loan structures to avoid the withholding tax. The interest payments are in these, case subject to a final tax of 25 per cent.

Generally, no withholding tax is levied on outbound debt claims. However, Denmark has introduced taxation on intergroup debt claims payments from a Danish company to a controlling foreign company. However, in substance, this will only apply if the foreign company is a financial company situated in (i) a tax haven, or (ii) a jurisdiction with which Denmark does not have a double taxation treaty. The debt claims payments are in this case subject to a final tax of 30 per cent.

(g) **VAT**

No Danish value added tax applies.

(h) **Inheritance/Gift tax**

Upon inheritance a tax must be paid if the deceased person's home is within Danish jurisdiction or if real estate is situated in Denmark. The tax calculation basis is the estate value exceeding, in 2011, DKK 2,595,100 (corresponding to approximately EUR 348,176). The tax rate for relatives is 15 per cent. and for other beneficiaries 36.25 per cent. A non-separated spouse is not taxed on the inheritance.

Gifts are as a starting point taxed the same way as proceeds from inheritance. Gifts to a spouse are tax free. Gifts exceeding, in the year 2011, DKK 58,700 per year (corresponding to approximately EUR 7,875) to certain relatives are taxed at rate of 15 per cent. whilst gifts to others are taxed at 36.25 per cent. The receiver or the donor must be a Danish tax subject in order for these thresholds/amounts to apply.

(i) **EU Savings Directive**

EU Council Directive 2003/48/EC on the taxation of savings income applies amongst other matters, to payments of income on debt claims of every kind made by a paying agent in an EU member state for the benefit of individual investors resident in another Member State in The EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside to operate a withholding system in relation to such payments. A paying agent for these purposes is any economic operator who pays interest or other similar income to, or secures interest or other similar income for the beneficial owner, and could in relation to Micro and Commodity Securities include a Danish broker effecting the sale of Micro and Commodity Securities.

## 10. Taxation in Finland

(a) **General**

The following is a brief summary of some important principles of Finnish tax law that may be of relevance for Finnish resident investors acquiring, holding, redeeming or selling Micro and Commodity Securities. The summary does not fully cover all aspects of Finnish tax law that may be of relevance to the Micro and Commodity Securities. The summary is based on Finnish tax law as of the date of this Prospectus (rates as at 1 January 2012).

It should also be noted that the taxation of investors may change at any time as a result of new legislation, court practice or decrees issued by the relevant taxation authorities, potentially with retroactive effect. Investors interested in acquiring the Micro and Commodity Securities should consult their tax advisors with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Micro and Commodity Securities. Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.

(b) **Tax on income and capital gains**

***Resident individuals***

Individuals and death estates, who sell their Micro and Commodity Securities, are subject to capital gains taxation at the rate of 30 per cent. and 32 per cent. for taxable capital income exceeding EUR 50,000. The taxable capital gain on disposal of Micro and Commodity Securities is calculated by deducting the acquisition costs and sales costs from the sales price. Alternatively, the taxable capital gain can be calculated by deducting from the sales price as a deemed acquisition cost 20 per cent. of the sales price (40 per cent. for Micro and Commodity Securities held for at least 10 years). According to the Finnish Income Tax Act, capital losses can be deducted from capital gains (but not from other capital income) arising during the year of disposal and the five following years. A capital gain is tax exempt if the aggregate income derived from disposals of assets during the tax year is less than EUR 1,000.

***Resident companies***

Resident companies are taxable on their worldwide income at the general corporate income tax rate of 24.5 per cent. This applies to both business income and other income.

Any capital gain or income on the Micro and Commodity Securities relating to the business operations is regarded as taxable business income and the tax assessment is made according to the Business Income Tax Act. Generally, expenses incurred in acquiring or maintaining taxable business income are deductible. Tax losses can generally be carried forward for ten years.

Where the investment in the Micro and Commodity Securities does not form part of business assets, tax assessment is made according to the Income Tax Act. Capital gains and income on the Micro and Commodity Securities are then taxed as other income of the company. Capital losses from the disposal and/or redemption of the Micro and Commodity Securities can be deducted from capital gains arising during the year of disposal and the following five years. Losses in the company's business income source cannot be deducted from the company's other income source or vice versa.

(c) **Withholding tax**

No deduction or withholding for or on account of Finnish tax is required to be made on payments directly from the Issuer to Security Holders on Redemption of Micro and Commodity Securities.

(d) **Inheritance and gift taxes**

A transfer of the Micro and Commodity Securities by way of gift or on death will be subject to Finnish inheritance or gift tax if the Security Holder, or heir, donee or other beneficiary, is a Finnish tax resident.

(e) **Value added tax**

No Finnish value added tax will be payable by a Security Holder in consideration for the issue of Micro and Commodity Securities.

(f) **Other taxes or duties**

No Finnish registration tax, customs duty, transfer tax, stamp duty or any other similar tax or duty will be payable in Finland by a holder of Micro and Commodity Securities.

(g) **The European Savings Directive**

EU Council Directive 2003/48/EC on the taxation of savings income applies amongst other matters, to payments of income on debt claims of every kind made by a paying agent in an EU member state for the benefit of individual investors resident in another Member State in the EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest or other similar income to, or secures interest or other similar income for the beneficial owner, and could in relation to Micro and Commodity Securities include a Finnish broker effecting the sale of Micro and Commodity Securities.

## 11. **Taxation in France**

(a) **General**

The following summary describes the principal French tax treatment applicable to the holding of the Micro and Commodity Securities by a French investor residing in France or outside of France following an offer of the Micro and Commodity Securities in France.

This information is of a general nature and does not purport to be a comprehensive description of all French tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Micro and Commodity Securities. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

This summary is based on the French tax legislation, treaties rules, and administrative interpretations and similar documentation, in force as of the date of this Prospectus and on the legal qualification of the Micro and Commodity Securities as bond instruments, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

Any persons interested in acquiring the Micro and Commodity Securities should consult their tax advisers with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Micro and Commodity Securities. Only a tax adviser is able to adequately assess the individual tax situation of a specific investor. It should be noted that the Micro and Commodity Securities are aimed at sophisticated, professional and institutional investors.

(b) **Investors residing in France**

***Taxation of companies subject to French corporate income tax***

*Taxation of capital gains*

Capital gains from the disposal of the Micro and Commodity Securities are subject to corporate income tax at the standard rate of 33 $\frac{1}{3}$  per cent., to which a 3.3 per cent. surtax is added upon certain circumstances. Capital losses are, in principle, treated as ordinary losses which may be set off against operational profits and any remaining balance carried forward in accordance with standard rules (i.e., unlimited carry forward save specific circumstances).

*Taxation of bond redemption premium (Prime de remboursement)*

Bond redemption premiums are taxed at the above-mentioned standard corporate income tax rate (or the reduced rate applicable to small companies where the relevant conditions are met). Furthermore, Article 238 septies E of the French general tax code (FGTC) may possibly apply. According to the provisions of Article 238 septies E, if the estimated value of the redemption premium exceeds the purchase value by 10 per cent. and the issue price is less than 90 per cent. of the estimated redemption value, such premium due to indexation of the principal is partially taxed before maturity on an annual basis, even though this premium is only collected on disposal or redemption on maturity.

***Taxation of individuals***

*Taxation of capital gains*

Capital gains derived from the disposal of the Micro and Commodity Securities are subject to capital gains tax at the rate of 19 per cent. plus 13.5 per cent. social contributions (i.e. a total rate of taxation of 32.5 per cent.).

If a French investor disposes of the Micro and Commodity Securities at a loss, such loss may be offset against capital gains of the same nature made during the year of the loss or the ten following years, subject to filing obligations.

*Taxation of bond redemption premium (Prime de remboursement)*

Bond redemption payments made to an individual residing in France are taxed according to the standard progressive income tax schedule, whose top rate is currently 41 per cent. and to which a 3 per cent. or 4 per cent. surtax is added upon certain circumstances. The above-mentioned social contributions of 13.5 per cent. are also applicable.

(c) **Investors residing outside of France**

*Taxation of capital gains*

In principle, capital gains realised by investors residing outside of France upon the sale or disposal of Micro and Commodity Securities are not subject to capital gains tax in France. The same applies to companies, provided that the Micro and Commodity Securities are not booked in a permanent establishment or fixed base in France.

(d) **The European Savings Directive**

EU Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) applies, amongst other matters, to payments of interest on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another Member State in the EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside (although, for a transitional period, Luxemburg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries and territories). A paying agent for these purposes is an economic operator who pays interest or other similar income to, or secures interest for the beneficial owner, and could in relation to the Micro and Commodity Securities include a French broker effecting the sale of Micro and Commodity Securities on a stock market. A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland).

**12. Taxation in Germany**

The following is a brief summary of some important principles of German tax law that may be of relevance for German investors acquiring, holding, redeeming or selling Micro and Commodity Securities. The summary does not fully cover all aspects of German tax law that may be of relevance to the Micro and Commodity Securities. The summary is based on German tax law as of the date of this Prospectus. It should also be noted that the taxation of investors may change at any time as a result of new legislation, court practice or decrees issued by the relevant taxation authorities, potentially with retroactive effect.

**Investors interested in acquiring the Micro and Commodity Securities should consult their tax advisors with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Micro and Commodity Securities.**

**Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.**

(a) **Taxation of capital gains**

The taxation of capital gains from the sale or the redemption of the Micro and Commodity Securities depends on when German investors have purchased Micro and Commodity Securities.

(aa) **Micro and Commodity Securities purchased prior to 1 January 2009**

There is some uncertainty as to whether the German tax authorities and/or tax courts will treat the Micro and Commodity Securities purchased prior to 1 January 2009 as debt instruments or as speculative certificates.

*Taxation as speculative certificates*

The issuer believes that the Micro and Commodity Securities purchased prior to 1 January 2009 should be treated for German tax law purposes as speculative certificates rather than as debt instruments (financial innovation – *Finanzinnovation*). Treatment for German tax law purposes as financial innovations requires that either repayment of the investment or a capital income therefrom will be granted or carried out. Since the Micro and Commodity Securities do not confer the right to any capital income and, in general a holder of Micro and Commodity Securities is not entitled to require the redemption of Micro and Commodity Securities (except where there are no Authorised Participants, only Authorised Participants have that right), these requirements are not satisfied and therefore the Issuer believes that the appropriate treatment of the Micro and Commodity Securities for German tax law purposes should be as speculative certificates.

The German Ministry of Finance on 22 December 2009 has issued a tax circular regarding the taxation of capital income in Germany and the new German flat income tax (*Abgeltungsteuer*) (circular no. IV C 1 – S 2252/08/10004) (the “**Tax Circular**”). Pursuant to this Tax Circular gains or losses from a note, eligible for listings on stock exchanges, that



securitises the right of the holder to request delivery of gold or other commodities from the issuer and where such right of the holder is backed by physical gold or such other commodities, would be treated by the German tax authorities as gains or losses from a debt instrument in the form of a speculative certificate (*Risikozertifikat*). This shall also apply if the holder of the note, instead of requesting delivery of gold or other commodities, is entitled to request payment of the relevant amount of cash from the issuer.

If the German tax authorities and/or tax courts do treat the Micro and Commodity Securities as speculative certificates as the Issuer believes they should, any capital gains from the sale or redemption of the Micro and Commodity Securities by German individual investors would be subject to German personal income tax and solidarity surcharge thereon only if the Micro and Commodity Securities were redeemed or sold within one year after purchase thereof. If the investor has purchased more than one Micro and Commodity Security at different times, the Micro and Commodity Securities first purchased will be deemed to be first sold. Capital gains are fully subject to German income tax if they solely or together with capital gains from other speculative instruments (*Gewinne aus privaten Veräußerungsgeschäften*) have reached an amount of EUR 600 or more in one calendar year. Capital gains from speculative investments below this threshold are tax-free. Tax losses realised in such one year period can be set off only against capital gains on other speculative instruments (*Gewinne aus privaten Veräußerungsgeschäften*). If German individual investors hold Micro and Commodity Securities for longer than one year, capital gains from the sale or the redemption thereof are tax-free, but losses are not tax-deductible.

However, for Micro and Commodity Securities purchased after 14 March 2007 the above holds only true for capital gains realised prior to 1 July 2009. Capital gains from such securities realised after 30 June 2009 are fully taxable pursuant to the provisions of the new flat income tax (*Abgeltungsteuer*) as set out below under (bb).

If the Micro and Commodity Securities are held as business assets, all capital gains from the sale or redemption of the Micro and Commodity Securities by German investors will be subject to German personal or corporate income tax and solidarity surcharge thereon. In such case gains will also be subject to German trade tax.

Capital gains realised after 30 June 2009 from Micro and Commodity Securities purchased after 14 March 2007 and held by German individual investors as private assets (*Privatvermögen*) are subject to withholding tax as set out below under (bb). In all other cases, German withholding tax should not be imposed on any income or gains arising on the Micro and Commodity Securities.

#### *Taxation as debt instruments*

As referred to above the Issuer believes the Micro and Commodity Securities purchased prior to 1 January 2009 should be treated as speculative certificates. Nevertheless, the Issuer cannot be certain that the German tax authorities and/or tax courts will not treat the Micro and Commodity Securities as debt instruments rather than as speculative certificates.

If the German tax authorities and/or tax courts do notwithstanding the principles referred to above treat the Micro and Commodity Securities as debt instruments, German individual investors and German corporate investors would be subject to German personal or corporate income tax, trade tax and solidarity surcharge on any capital gains from the sale or the redemption of the Micro and Commodity Securities as set out below for Micro and Commodity Securities purchased after 31 December 2008 under (bb).

#### **(bb) Micro and Commodity Securities purchased after 31 December 2008**

Due to the introduction of a new flat income tax (*Abgeltungsteuer*) effective as of 1 January 2009, German individual investors and German corporate investors are subject to German personal or corporate income tax and solidarity surcharge on any capital gains from the sale or the redemption of the Micro and Commodity Securities purchased after 31 December 2008.

As stated above the German tax authorities pursuant to the Tax Circular would treat gains or losses from a note, eligible for listings on stock exchanges, that securitises the right of the holder to request delivery of gold or other commodities from the issuer and where such right of the holder is backed by physical gold or such other commodities, as gains or losses from a debt instrument in the form of a speculative certificate (*Risikozertifikat*), and therefore, if received by German individual investors holding the notes as private assets (*Privatvermögen*) be subject to the German flat income tax (*Abgeltungsteuer*). This shall also apply if the holder of the note, instead of requesting delivery of gold or other commodities, is entitled to request payment of the relevant amount of cash from the issuer.

The tax rate in respect of such capital gains for German individual investors who hold the Micro and Commodity Securities as private assets (*Privatvermögen*) is 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax). However, taxpayers are entitled to apply for a tax assessment on the basis of their net taxable income. In this case the personal income tax will be levied on the gross income. No expenses related to the capital gains except for a lump-sum tax allowance of EUR 801 for individuals and EUR 1602 for married couples subject to German joint taxation will be deductible. If the Micro and Commodity Securities are held in custody with a German credit institution or financial service institution (including a German permanent establishment of a foreign institution) as disbursing agent (*inländische auszahlende Stelle*), a flat withholding tax (*Abgeltungsteuer*) at a rate of 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax) is deducted. Payment of the flat withholding tax satisfies any income tax liability of the investor in respect of such income (unless the investor elects to have the tax assessment of such income). Losses from the sale or redemption of the Micro and Commodity Securities can be set off only against other capital income (*Einkünfte aus Kapitalvermögen*) of the investor.

If the Micro and Commodity Securities are held as business assets, all capital gains from the sale or redemption of the Micro and Commodity Securities by German investors will be subject to German personal or corporate income tax and solidarity surcharge thereon based on the applicable tax rate for the investor. In such case gains will also be subject to German trade tax. Withholding tax on such gains is deducted at the rates mentioned above but does not satisfy any income tax liability of the investor in respect of such gains.

(b) **Applicability of the Investment Tax Act (*Investmentsteuergesetz*)**

The Issuer believes that there exist good arguments that investors in Micro and Commodity Securities will not be subject to the German Investment Tax Act. Since Micro and Commodity Securities do not, among others, provide for regular redemptions for investors in the Micro and Commodity Securities, they should not constitute a participation of an investor in a foreign investment fund or a foreign unit of foreign investment funds.

(c) **Gift or inheritance tax**

A transfer of the Micro and Commodity Securities by way of gift or on death will be subject to German inheritance or gift tax if the investor, or their heir, donee or other beneficiary, is a German resident for German gift or inheritance tax purposes according to the specific rules of the German Gift and Inheritance Tax Act. This may in particular be the case if the investor, heir, donee or other beneficiary is:

- (i) an individual having at the time of the donation or death its residence or habitual abode in Germany or if the individual is a German citizen who has not been living abroad for more than 5 years without having a residence in Germany; or
- (ii) a corporation having its seat or central place of management in Germany, or the Micro and Commodity Securities constitute business assets attributable to a permanent establishment or a permanent representative in Germany.

(d) **Other taxes**

No stamp, issue, registration or similar direct or indirect taxes or duties will be payable in Germany in connection with the issue, delivery or execution of the Micro and Commodity Securities, the Global Bearer Certificates or any interest therein. No net asset tax is currently levied in Germany.

(e) **The European Savings Directive**

On 3 June 2003, the Council of the European Union has adopted directive 2003/48/EC on the taxation of savings income in the form of interest payments. Under this directive, Germany is, as of 1 July 2005, required to provide the tax authorities of other member states with details of certain payments of interest paid or secured by a paying agent established in Germany to or for the benefit of an individual resident in that other member state. These details include but are not limited to details of the respective person considered the beneficial owner.

Micro and Commodity Securities are undated secured limited recourse debt obligations of the Issuer. However, as no return in respect of Micro and Commodity Securities (whether in the form of cash on redemption, or as a result of trading on the London Stock Exchange) should constitute a payment of interest for the purposes of the directive, the Issuer believes that investors in Micro and Commodity Securities or their paying agents will not be within the scope of the directive.

### **13. Taxation in Italy**

(a) **General**

The information set out below is a summary of certain limited aspects of the Italian tax consequences of the acquisition, ownership and disposition of Micro and Commodity Securities and it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase Micro and Commodity Securities.

This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Italy.

This summary is based on the tax laws of Italy as in effect on the date of this Prospectus, as well as regulations, rulings and decisions of its taxing and other authorities available on or before such date and now in effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary.

Any person acquiring one or more Micro or Commodity Securities should also consider that the following will be subject to review further to the major changes resulting from the entry into force of the new Italian Law Decree No. 138 of 13 August 2011 (Decree No. 138), which has been converted into Law No. 148 of 14 September 2011, passed to introduce certain austerity measures in response to the European debt crisis. Indeed, according to such Decree, there will be major changes to the Italian tax regime in relation to incomes from financial investments and as a result, the tax regime applicable to the Micro and Commodity Securities will be different from the tax regime applicable as at the date hereof. Included in a number of other changes, investors must consider that any income and capital gain from the sale or redemption of Micro and Commodity Securities realised after 1 January 2012 by Italian-resident holders of Micro and Commodity Securities would be subject to a 20 per cent. tax (in lieu of the 12.5 per cent. tax rate currently applicable).

Because it is a general summary, holders of Micro and Commodity Securities should consult their own tax advisors as to the Italian or other tax consequences of the purchase, holding and disposition of Micro and Commodity Securities including, in particular, the application to their specific situations of the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws. This summary assumes that the Issuer is not a tax resident nor deemed to be a tax resident of Italy.

(b) **Tax on income and capital gains**

Provided the Micro and Commodity Securities qualify broadly as derivative instruments for the purposes of Italian tax law, which they are expected to do, then the following consequences apply to a Security Holder in respect of the periodic measurement of Micro and Commodity Securities and/or in relation to the net proceeds received from a redemption or sale of the Micro and Commodity Securities over the sum paid by such a holder on their subscription or purchase:

- (i) proceeds from the sale or redemption of the Micro and Commodity Securities received by a Security Holder which is (a) an Italian resident corporation or similar commercial entity, (b) an Italian individual engaged in entrepreneurial activities to which the Micro and Commodity Securities are effectively connected, or (c) a permanent establishment in Italy of a non-Italian resident to which the Micro and Commodity Securities are effectively connected, as well as unrealised gains reported in the statutory financial statements, may have to be included in the relevant holder's taxable income and, in certain cases, depending on the status of such holder, may also have to be included in its taxable base for regional tax purposes (*IRAP*, currently applicable at a rate of 3.9 per cent. *IRAP* rate may be increased in certain Italian regions also in accordance with the provisions of Law Decree No. 93 of 27 May 2008, which has been converted into Law No.126 of 24 July 2008; *IRAP* rate has also been increased to 4.65 per cent. and 5.9 per cent. by article 23(5) of Law Decree no. 98 of 6 July 2011 for the categories of companies indicated, respectively, under article 6 and article 7 of Legislative Decree no. 446 of 15 December 1997) and are therefore subject to the general Italian corporate tax regime, (corporate income tax, IRES, is currently applicable at 27.5 per cent.), or to personal income taxation (as business income), as the case may be, according to the ordinary rules;
- (ii) according to article 5 of Legislative Decree No. 461 of 21 November 1997, capital gains realised by Italian resident individuals, not engaged in entrepreneurial activities to which the Micro and Commodity Securities are effectively connected, and by certain other non commercial entities upon the sale for consideration or redemption of the Micro and Commodity Securities are subject to a substitute tax (*imposta sostitutiva*) currently at the rate of 12.5 per cent. (20 per cent. on capital gains realised from 1 January 2012). Under the tax return regime, which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity, *imposta sostitutiva* on capital gains is applicable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised in a fiscal year pursuant to all disposals of Micro and Commodity Securities and other financial instruments triggering a capital gain that is subject to the same tax regime, carried out during any given fiscal year. These individuals and non commercial entities must report the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual income tax return to be filed with the Italian tax authorities for such year and pay *imposta sostitutiva* on such gains. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Capital losses realised before 1 January 2012 may be carried forward to be offset against subsequent capital gains of the same nature for an overall amount of 62.5 per cent. of the relevant capital losses;
- (iii) as an alternative to the tax return regime, according to article 6 of Legislative Decree No. 461 of 21 November 1997, Italian resident individuals not engaged in entrepreneurial activities to which the Micro and Commodity Securities are effectively connected and certain other non commercial entities may elect to pay the *imposta sostitutiva* separately on the capital gains realised upon each sale or redemption of the Micro and Commodity Securities (under a so called *Risparmio Amministrato* regime, which is managed through the provision of non discretionary asset management services to a taxpayer). Such a separate taxation of each capital gain is allowed subject to: (a) the Micro and Commodity Securities being deposited with an Italian bank, a *Società di Intermediazione Mobiliare* (SIM) or with certain authorised financial intermediaries, (b) each relevant capital gain being realised through such intermediary, and (c) an express election for the *Risparmio Amministrato* regime being timely made in writing by the relevant Micro and Commodity Securities holder. The financial intermediary, also on the basis of the information provided by the taxpayer, accounts for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of Micro

and Commodity Securities (as well as in respect of capital gains realised at revocation of its mandate and upon other specific circumstances which are deemed to trigger an assignment under this regime), net of any incurred capital loss, and is required to pay the relevant amount of tax to the Italian fiscal authorities on behalf of the taxpayer, deducting a corresponding amount from proceeds to be credited to the Micro and Commodity Securities holder. Under the *Risparmio Amministrato* regime, where a sale or redemption of Micro and Commodity Securities results in a capital loss, such loss may be used to reduce the subsequent capital gains realised in the same tax year and up to the following fourth. Capital losses realised before 1 January 2012 may be carried forward to be offset against subsequent capital gains of the same nature for an overall amount of 62.5 per cent. of the relevant capital losses. All gains that have been subject to the *Risparmio Amministrato* regime do not have to be included in the yearly income tax return of the holder of Micro and Commodity Securities;

- (iv) also as an alternative to the tax return regime, according to article 7 of Legislative Decree No. 461 of 21 November 1997, the increase or decrease in the fair market value of the Micro and Commodity Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident individuals not engaged in entrepreneurial activities to which the Micro and Commodity Securities are effectively connected, and by certain other non commercial entities, who have elected for the so called *Risparmio Gestito* regime (namely, a regime managed by an intermediary providing discretionary management services), will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end which is subject to a 12.5 per cent. (20 per cent. starting from 1 January 2012) *imposta sostitutiva*, applied directly by the authorised asset manager. Under the *Risparmio Gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward and deducted against future increase in value of the managed assets in the four succeeding years. Depreciation of the management assets accrued before 1 January 2012 may be carried forward to be offset against subsequent increase of value for an overall amount of 62.5 per cent. of the relevant depreciation. All gains that have been subject to the *Risparmio Gestito* regime do not have to be included in the yearly income tax return of the holder of Micro and Commodity Securities;
- (v) the increase or decrease in the fair market value of the Micro and Commodity Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident collective investment funds and hedge funds, with the exception of Italian real estate investment funds, are not subject to taxation at the fund's level;
- (vi) the increase or decrease in the fair market value of the Micro and Commodity Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident pension funds (subject to the regime provided for by articles 14, 14-ter and 14-quater, paragraph 1, of Legislative Decree 21 April 1993, no. 124 as further substituted by Legislative Decree no. 252 of 5 December 2005) are included in the determination of the yearly NAV accrued appreciation or depreciation of the assets under management that is subject to a substitute tax (*imposta sostitutiva*) currently at a rate of 11 per cent.;
- (vii) non-Italian resident Security Holders without a permanent establishment in Italy to which the Micro and Commodity Securities are effectively connected are not subject to income tax in Italy on the proceeds realised on the sale of the Micro and Commodity Securities, provided that:
  - the Micro and Commodity Securities have been deposited in Italy and are traded on a regulated market; or
  - the Micro and Commodity Securities have been deposited in Italy but are not traded on a regulated market and the beneficial owner of proceeds from the relevant Micro and Commodity Securities (i) complies with certain filing requirements; and (ii) is a resident

of a country which is included in the list of jurisdictions allowing exchange of information with the Italian tax authorities as provided under a Ministerial Decree of 4 September 1996 or, starting from the tax period following to the one of enactment of a specific Ministerial Decree to be issued under article 168-bis(1) of Presidential Decree no. 917 of 1986 (Italian Income Tax Code), will be included in the new list of qualifying jurisdictions as specified by the Decree to be enacted; or

- the Micro and Commodity Securities have not been deposited in Italy.

The tax treatment of the Micro and Commodity Securities described above has been confirmed by the Italian tax authority decision No. 72/E of 12 July 2010 dealing with the Italian tax treatment of the investment in secured exchange commodities ("ETC"). Nevertheless, should the Italian tax authority and/or tax courts take the view that, regardless of the previous position taken by the Italian tax authority in its decision No. 72/E quoted, the Micro and Commodity Securities are to be characterised as debt instruments representing so-called "atypical securities" pursuant to Article 8 of Law Decree no. 512 of 30 September 1983 a different tax treatment would apply. Interest and other proceeds deriving from "atypical securities" issued by non-Italian resident issuers are subject to a 27 per cent. withholding tax applied by the Italian resident intermediary intervening in the payment save where held by a commercial partnership, a commercial private and public institution resident in Italy for tax purposes or by an Italian permanent establishment of a non-Italian resident entity. Instead these entities must include the proceeds in their taxable business income, under the same terms as described under paragraph (b)(i) above. According to Decree 138, starting from 1 January 2012, also interest and other proceeds deriving from atypical securities will be subject to a 20 per cent. withholding tax, where applicable.

#### (c) **Inheritance and Gift Taxes**

Law no. 286 of 24 November 2006, which has converted into law, with amendments, Law Decree no. 262 of 3 October 2006, has introduced inheritance and gift tax to be paid at the transfer of assets (such as the Micro and Commodity Securities) and rights by reason of death or gift.

As regards the inheritance and gift tax to be paid at the transfer of the Micro and Commodity Securities by reason of death or gift, the following rates apply:

- (i) transfers in favour of spouses and direct descendants or direct relatives are subject to a registration tax of 4 per cent. on the value of the inheritance or the gift exceeding EUR 1,000,000.00 for each beneficiary;
- (ii) transfers in favour of brothers and sisters are subject to a registration tax of 6 per cent. on the value of the inheritance or the gift exceeding EUR 100,000.00 for each beneficiary;
- (iii) transfers in favour of relatives up to the fourth degree or relatives-in-law to the third degree, are subject to a registration tax of 6 per cent. on the entire value of the inheritance or the gift;
- (iv) any other transfer is subject to a registration tax of 8 per cent on the entire value of the inheritance or the gift;
- (v) transfers in favour of seriously disabled persons are subject to a registration tax at the relevant rate as described above on the value of the inheritance or the gift exceeding EUR 1,500,000.00 for each beneficiary.

Moreover, an anti-avoidance rule is provided by Law No. 383 of 18 October 2001 for any gift of assets (such as the Micro and Commodity Securities) which, if sold for consideration, would give rise to capital gains subject to the *imposta sostitutiva* provided for by Legislative Decree No. 461 of 21 November 1997. In particular, if the donee sells the Micro and Commodity Securities for consideration within five years from the receipt thereof as a gift, the donee is required to pay the relevant *imposta sostitutiva* on capital gains as if the gift had never taken place.

(d) **Value Added Tax**

No Italian Value Added Tax will be payable by a holder of Micro and Commodity Securities in consideration for the issue or transfer of Micro and Commodity Securities.

(e) **Securities Transfer Tax**

According to Article 37 of Law Decree No. 248 of 31 December 2007, as converted with amendments into Law No. 31 of 28 February 2008, the transfer of the Micro and Commodity Securities is not subject to Italian transfer tax.

(f) **The European Savings Directive**

The EU Savings Directive (the “**Directive**”) came into force on 1 July 2005. The Directive applies, amongst other matters, to payments of interest on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in the EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for the beneficial owner, and could in relation to Micro and Commodity Securities include an Italian broker effecting the sale of Micro and Commodity Securities.

Micro and Commodity Securities are undated secured limited recourse debt obligations of the Issuer. However, as no return in respect of Micro and Commodity Securities (whether in the form of cash on redemption, or as a result of trading on the ETFplus market of *Borsa Italiana S.p.A.* or any other stock exchange) should constitute a payment of interest for the purposes of the Directive, it is not envisaged that holders or their paying agents will be within the scope of the Directive.

## 14. **Netherlands Taxation**

(a) **General**

The information set out below is a summary of certain material Dutch tax consequences of the acquisition, ownership and disposition of Micro or Commodity Securities and it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase Micro or Commodity Securities. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than The Netherlands. This summary is based on the tax laws of The Netherlands as in effect on the date of this Prospectus, as well as regulations, rulings and decisions of The Netherlands or of its taxing and other authorities available on or before such date and now in effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary. Because it is a general summary, holders of Micro or Commodity Securities should consult their own tax advisors as to the Dutch or other tax consequences of the purchase, holding and disposition of Micro or Commodity Securities including, in particular, the application to their particular situations of the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws. The Issuer believes that it is not a resident nor that it is deemed to be a resident of The Netherlands nor that it has a presence in The Netherlands for Dutch tax purposes, and the following summary assumes that the Issuer will not be treated as a resident or deemed resident of The Netherlands nor as having a presence in The Netherlands for Dutch tax purposes.

(b) **Withholding tax**

Payments of the Issuer with regard to the Micro or Commodity Securities will be free from withholding or deduction for or on the account of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

(c) **Tax on income and capital gains**

*General*

The description of taxation set out in this section of this Prospectus is not intended for any holder of Micro or Commodity Securities, who:

- (i) is an individual and for whom the income or capital gains derived from Micro or Commodity Securities are attributable to employment activities the income from which is taxable in The Netherlands;
- (ii) is an entity that is a resident or deemed to be a resident of The Netherlands and that is, in whole or in part, not subject to or exempt from Netherlands corporate income tax;
- (iii) is an investment institution (*beleggingsinstelling*) as defined in the Netherlands Corporate Income Tax Act 1969;
- (iv) has, directly or indirectly, a substantial interest or a deemed substantial interest as defined in the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) in the Issuer.

**Residents of The Netherlands**

*Individuals*

An individual who is resident or deemed to be resident in The Netherlands, or who opts to be taxed as a resident of The Netherlands for purposes of Dutch taxation (a “**Dutch Resident Individual**”) and who holds Micro or Commodity Securities is subject to Netherlands income tax on income and/or capital gains derived from Micro or Commodity Securities at the progressive rate (up to 52 per cent.; rate for 2012) if:

- (i) the holder derives profits from an enterprise or deemed enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder), to which enterprise the Micro or Commodity Securities are attributable; or
- (ii) the holder derives income or capital gains from Micro or Commodity Securities that are taxable as benefits from “miscellaneous activities” (*resultaat uit overige werkzaamheden*, as defined in the Dutch Income Tax Act 2001), which include the performance of activities with respect to the Micro or Commodity Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If conditions (i) and (ii) mentioned above do not apply, any holder of Micro or Commodity Securities who is a Dutch Resident Individual will be subject to Netherlands income tax on a deemed return regardless of the actual income and/or capital gains benefits derived from Micro or Commodity Securities. This deemed return has been fixed at a rate of 4 per cent. of the individual’s yield basis (*rendementsgrondslag*) insofar as this exceeds a certain threshold (*heffingvrij vermogen*). The individual’s yield basis is determined as the fair market value of certain qualifying assets (including, as the case may be, the Micro or Commodity Securities) held by the Dutch Resident Individual less the fair market value of certain qualifying liabilities, both determined on 1 January of the relevant year. The deemed return of 4 per cent. will be taxed at a rate of 30 per cent. (rate for 2012).

*Entities*

An entity that is resident or deemed to be resident in The Netherlands (a “**Dutch Resident Entity**”) will generally be subject to Netherlands corporate income tax with respect to income and capital gains derived from Micro or Commodity Securities. The Netherlands corporate income tax rate is 20 per cent. for the first EUR 200,000 of taxable amount, and 25 per cent. for the excess of the taxable amount over EUR 200,000 (rates applicable for 2012).

**Non-residents of The Netherlands**

A person who is neither a Dutch Resident Individual nor Dutch Resident Entity (a “**Non-Dutch Resident**”) and who holds Micro or Commodity Securities is generally not subject to Netherlands



income or corporate income tax on income and capital gains derived from Micro or Commodity Securities, provided that:

- (i) such Non-Dutch Resident does not derive profits from an enterprise or deemed enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder) which enterprise is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands and to which enterprise or part of an enterprise, as the case may be, Micro or Commodity Securities are attributable or deemed attributable;
- (ii) in the case of a Non-Dutch Resident who is an individual, such individual does not derive income or capital gains from Micro or Commodity Securities that are taxable as benefits from “miscellaneous activities” in The Netherlands (*resultaat uit overige werkzaamheden in Nederland*, as defined in the Netherlands Income Tax Act 2001), which include the performance of activities with respect to the Micro or Commodity Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*); and
- (iii) such Non-Dutch Resident is neither entitled to a share in the profits of an enterprise nor co-entitled to the net worth of such enterprise effectively managed in The Netherlands, other than by way of the holding of securities or, in the case of an individual, through an employment contract, to which enterprise Micro or Commodity Securities or payments in respect of Micro or Commodity Securities are attributable.

If a holder of a Micro or Commodity Security is not a resident or a deemed resident in The Netherlands, but is a resident in another country the following may apply. If a double taxation convention is in effect between The Netherlands and the country in which such holder of a Micro or Commodity Security is resident, such holder may, depending on the terms of and subject to compliance with the procedures for claiming benefits under such double taxation convention, be eligible for a full or partial exemption from Netherlands taxes (if any) on (deemed) income or capital gains in respect of a Micro or Commodity Security provided such holder is entitled to the benefits of that treaty.

(d) **Gift or inheritance tax**

No Netherlands gift or inheritance taxes will be levied on the transfer of Micro or Commodity Securities by way of gift by or on the death of a holder, who is neither a resident nor deemed to be a resident of The Netherlands for the purpose of the relevant provisions, unless:

- (i) the transfer is construed as an inheritance or bequest or as a gift made by or on behalf of a person who, at the time of the gift or death, is or is deemed to be a resident of The Netherlands for the purpose of the relevant provisions; or
- (ii) such holder dies while being a resident or deemed resident of the Netherlands within 180 days after the date of a gift of Micro or Commodity Securities.

For purposes of Netherlands gift and inheritance tax, an individual who is of Dutch nationality will be deemed to be a resident of The Netherlands if he has been a resident in The Netherlands at any time during the ten years preceding the date of the gift or his death.

For purposes of Netherlands gift tax, an individual will, irrespective of his nationality, be deemed to be resident of The Netherlands if he has been a resident in The Netherlands at any time during the 12 months preceding the date of the gift.

(e) **Value added tax**

No Netherlands value added tax will be payable by a holder of Micro or Commodity Securities in consideration for the issue of Micro or Commodity Securities (other than value added taxes on fees payable in respect of services not exempt from Netherlands value added tax).

(f) **Other taxes or duties**

No Netherlands registration tax, custom duty, transfer tax, stamp duty or any other similar tax or duty, other than court fees, will be payable in The Netherlands by a holder of Micro or Commodity Securities in respect of or in connection with the acquisition, ownership and disposition of the Micro or Commodity Securities.

(g) **The European Savings Directive**

EU Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) applies, amongst other matters, to payments of interest or other income on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another Member State in the EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries and territories). The Belgian Government has elected to end the transitional period applicable to Belgium and therefore operates the information exchange regime with effect from 1 January 2010. A paying agent for these purposes is any economic operator who pays interest or other similar income to, or secures interest or other similar income for, the beneficial owner, and could in relation to Micro or Commodity Securities include a Dutch broker effecting the sale of Micro or Commodity Securities. A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission’s advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

## 15. **Taxation in Portugal**

(a) **General**

The following is a summary of the material Portuguese tax issues applicable to the acquisition, holding and disposition of Micro and Commodity Securities by investors residing for tax purposes in or outside of Portugal pursuant to an offer of the Micro and Commodity Securities in Portugal.

The Micro and Commodity Securities are not expressly dealt with in the Portuguese legislation and no express opinion has been issued by the Portuguese tax authorities or courts as to their status for tax purposes.

The Micro and Commodity Securities should be considered zero-coupon secured debt securities for the purposes of Personal Income Tax (“**PIT**”) and Corporate Income Tax (“**CIT**”).

However, the Portuguese tax authorities and courts may adopt a different approach and there is no guarantee that the courts or tax authorities will adopt the position described above (for instance, the legal qualification as derivative financial instruments) and this could lead to the application of a tax treatment significantly diverse from that described herein.

This information is of a general nature and does not purport to be a comprehensive description of all Portuguese tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Micro and Commodity Securities. Holders of and prospective investors in Micro and Commodity Securities should consult their own tax advisors as to the Portuguese and any other tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Micro and Commodity Securities. Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.

Finally, the tax rules may be amended in the future and the interpretation of the tax rules may change.

(b) **Taxation of capital gains arising from the disposal of Micro and Commodity Securities**

***Capital gains obtained by Portuguese resident individuals***

Capital gains obtained on the disposal of the Micro and Commodity Securities, by individuals resident for tax purposes in Portugal, are currently subject to tax at a special 20 per cent. rate levied on the positive difference between the capital gains and capital losses of each year, unless an individual chooses to aggregate such capital gains to their taxable income and then be subject to the general progressive Personal Income Tax rates of up to 46.5 per cent. An income tax exemption applies if such annual positive difference does not surpass EUR 500.

Law n.º 49/2011, of September 7, approved an extraordinary surtax for Portuguese resident individuals, at a rate of 3.5 per cent. According to such Law, this extraordinary surtax will only apply to income obtained in 2011 and will cease to be in force in subsequent years. This extraordinary surtax will be levied on the investment income obtained during 2011 that the individual chooses to aggregate to its taxable income, as well as to capital gains obtained in the same period, if the aggregate amount of both and other income subject to the surtax exceeds EUR 6,790 per taxable person, on the part that exceeds such amount.

***Capital gains obtained by Portuguese corporate entities***

Capital gains obtained on the disposal of the Micro and Commodity Securities, by corporate entities resident for tax purposes in Portugal and by non-Portuguese resident corporate entities with a permanent establishment therein to which the gains are attributable, are included in their taxable income and subject to progressive Corporate Income Tax rates according to which a 12.5 per cent. tax rate will be applicable on the first EUR 12,500 of taxable income and a 25 per cent. tax rate will be applicable on taxable income exceeding EUR 12,500, to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. of its taxable income as well as a state surcharge, if taxable income exceeds EUR 2,000,000, which is levied over the part of the taxable income exceeding such amount, at a 2.5 per cent. rate (*derrama estadual*).

***Capital gains obtained by Non-Portuguese residents***

Capital gains obtained on the disposal of Micro and Commodity Securities, by individuals and corporate entities not resident for tax purposes in Portugal and without a permanent establishment therein to which the gains are attributable, are not subject to taxation in Portugal.

(c) **Gratuitous Transfers of Micro and Commodity Securities**

Gratuitous transfers of the Micro and Commodity Securities to Portuguese resident individuals would not be liable to Portuguese Stamp Duty, as they fall outside the territorial scope of such tax (i.e., no connection with the Portuguese territory exists as the debtor of the patrimonial or credit rights has its domicile, head office, place of effective management or permanent establishment outside the Portuguese territory).

Gratuitous transfers of the Micro and Commodity Securities in favour of Portuguese corporate entities (or non-Portuguese corporate entities with a permanent establishment located in Portugal to which such transfer is attributable) shall qualify as patrimonial increases, which would be included in their taxable income and subject to progressive Corporate Income Tax rates according to which a 12.5 per cent. tax rate will be applicable on the first EUR 12,500 of taxable income and a 25 per cent. tax rate will be applicable on taxable income exceeding EUR 12,500, to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. of its taxable income as well as a state surcharge, if taxable income exceeds EUR 2,000,000, which is levied over the part of the taxable income exceeding such amount, at a 2.5 per cent. rate (*derrama estadual*). These patrimonial increases deriving from the gratuitous acquisition of the Micro and Commodity Securities shall be assessed at the market price of the Micro and Commodity Securities.

Gratuitous transfer of the Micro and Commodity Securities, obtained by non-Portuguese investors would not be subject to taxation in Portugal.

(d) **The European Savings Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income, Portugal is required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and certain dependent or associated territories of certain Member States have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident in a Member State (Switzerland adopts such a withholding system). In addition, certain Member States have entered into arrangements for reciprocal provision of information and/or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident in one of those territories.

For these purposes, a paying agent is any economic operator who pays interest or other similar income to the beneficial owner and could in relation to Micro and Commodity Securities include a Portuguese broker or a financial entity that would intervene in the reimbursement or redemption of Micro and Commodity Securities.

The Micro and Commodity Securities should not, from a Portuguese point of view, be affected by the obligations foreseen in the Directive and its corresponding transposition into the Portuguese legislation, as no Portuguese paying agent intervenes in this issue.

(e) **Taxation of income arising from the redemption of Micro and Commodity Securities**

*(only applicable in case where Security Holders (other than Authorised Participants) are permitted to redeem the Micro and Commodity Securities directly with the Issuer, e.g., if there are no Authorised Participants)*

As a general rule, the economic advantages arising from the Micro and Commodity Securities are qualified as investment income for Portuguese tax purposes.

***Investment income obtained by Portuguese resident individuals***

Investment income derived on the Micro and Commodity Securities paid to a Security Holder considered to be resident in the Portuguese territory for tax purposes (or to a non-Portuguese resident having a permanent establishment in the Portuguese territory to which such income is attributable), is subject to Personal Income Tax at a special rate of 21.5 per cent., unless the individual chooses to aggregate such investment income to their taxable income and then be subject to general progressive Personal Income Tax rates of up to 46.5 per cent.

Law n.º 49/2011, of September 7, approved an extraordinary surtax for Portuguese resident individuals, at a rate of 3.5 per cent. According to such Law, this extraordinary surtax will only apply to income obtained in 2011 and will cease to be in force in subsequent years. This extraordinary surtax will be levied on the investment income obtained during 2011 that the individual chooses to aggregate to its taxable income, as well as to capital gains obtained in the same period, if the aggregate amount of both and other income subject to the surtax exceeds EUR 6,790 per taxable person, on the part that exceeds such amount.

***Investment income obtained by Portuguese resident corporate entities***

Regarding Security Holders that are corporate entities resident in Portuguese territory (or nonresidents having a permanent establishment therein to which income is imputable) investment income is included in their taxable income and is subject to progressive Corporate Income Tax rates according to which a 12.5 per cent. tax rate will be applicable on the first EUR 12,500 of taxable income and a 25 per cent. tax rate will be applicable on taxable income exceeding EUR 12,500, to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. of its taxable income as well as a state surcharge, if taxable income exceeds EUR 2,000,000,

which is levied over the part of the taxable income exceeding such amount, at a 2.5 per cent. rate (*derrama estadual*).

### ***Investment income obtained by non-Portuguese residents***

Investment income derived on the Micro and Commodity Securities paid to Security Holders non-resident for tax purposes in the Portuguese territory and without having a permanent establishment therein would not be subject to Portuguese taxation.

### ***Common rules***

Pension funds and some other exempt entities may not be subject to taxation in Portugal, as specified by current Portuguese tax law.

## **16. Taxation in Spain**

### **(a) General**

A brief summary is provided below of the Spanish tax regime applicable to the investments arising in respect of the Micro and Commodity Securities, for which purpose only current legislation and general factors which may affect investors are taken into account. No regional legislation which may be of application to a particular investor is considered.

The Micro and Commodity Securities are not expressly dealt with in Spanish legislation and no express opinion has been issued by the Spanish tax authorities or courts as to their status for tax purposes.

The Issuer believes that the Micro and Commodity Securities would be considered interest generating debt securities for the purposes of Personal Income Tax and Corporate Income Tax and that the special tax regime applicable to participants in tax haven Collective Investment Institutions should not apply to the Micro and Commodity Securities.

Nevertheless, the Spanish tax authorities and courts could adopt a different approach, since it is an uncertain matter and there is no guarantee, therefore, that such courts or tax authorities will adopt the position of the Issuer. A different position from that of the Issuer, if adopted by the tax authorities or courts (including but not limited to the application of the tax regime of participants in tax haven Collective Investment Institutions), could lead to the application tax treatment radically different from that described herein.

Holders of and potential investors in Micro and Commodity Securities should consult their own tax advisors as to the Spanish or other tax consequences of the purchase, holding and disposition of Micro and Commodity Securities including, in particular, the application to their particular situation of the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws, taking into account the arising tax uncertainties.

This summary assumes that all Micro and Commodity Securities issued as at the date of this Supplementary Prospectus or to be issued will be admitted to trading on the Main Market of the London Stock Exchange which is part of its Regulated Market for listed securities (being securities admitted to the Official List).

The tax regime in Spain applicable to the Micro and Commodity Securities may change from time to time.

Finally, it should be pointed out that the tax treatment described here is of a general nature and, therefore, among other aspects, does not describe the tax consequences for certain categories of taxpayer including, but not limited to entities falling under the attribution of income regime, financial institutions, Collective Investment Institutions, Cooperatives, etc. which may be subject to specific rules.

(b) **Taxation of income from the Micro and Commodity Securities**

***Natural or legal persons resident in Spain***

*Personal Income Tax: Natural persons*

The income obtained by individuals holders of the Micro and Commodity Securities who have the status of taxpayers for the purposes of Spanish Personal Income Tax, due to the purchase, holding and disposition of such Micro and Commodity Securities, will be considered income from movable capital obtained due to the supply of funds to third parties upon the terms of Article 25.2 of Law 35/2006, of November 28, on the Personal Income Tax. Such income would be included in the savings tax base and, in cases of losses, their integration on the savings tax base and their offsetting will be subject to the rules foreseen in that respect in the Personal Income tax legislation.

Any income derived from the purchase, holding and disposition of the Micro and Commodity Securities will be subject to withholding tax of 19 per cent. on account of the Personal Income Tax of the holder, in case there is any person or entity obliged to levy said withholding tax in accordance with the general rules of the levying of withholding taxes.

Income included in the savings income taxable base will be taxed 19 per cent. for amounts up to EUR 6,000 and 21 per cent. for amounts including and in excess of EUR 6,000.01.

*Corporate Income Tax: Entities*

The tax regime for Spanish-resident entities holders of Micro and Commodity Securities is included in the Royal Legislative Decree 4/2004, of March 5, that approves the Revised Text of the Corporate Income Tax Law ("**Royal Legislative Decree 4/2004**") and the Royal Decree 1777/2004, of July 30, that approves the Corporate Income Tax Ruling ("**Royal Decree 1777/2004**").

According to article 10.3 of the Royal Legislative Decree 4/2004, the taxable income will be calculated in accordance with the accounting treatment of such income by the relevant entity. The tax adjustments to the accounting treatment which may be of application should be taken into account when calculating the taxable base.

The income obtained from the purchase, holding and disposition of the Micro and Commodity Securities, by entities which are considered taxable persons for Corporate Income Tax purposes will not be subject to withholding tax on account of Corporate Income Tax, in accordance with the provisions of Article 59.s) of Royal Decree 1777/2004.

*Natural or legal persons not resident in Spain*

The income obtained from the purchase, holding and disposition by holders of Micro and Commodity Securities who are taxpayers pursuant to the Spanish Non-Residents Income Tax will be taxed pursuant to the Refunded Text of the Non-Residents Income Tax Law, passed by Royal Legislative Decree 5/2004, of March 5 (hereinafter "**Non-Residents Income Tax Law**").

*Income obtained through a permanent establishment*

The income from the Micro and Commodity Securities obtained through a permanent establishment in Spain will be taxed in accordance with the rules of Chapter III of the Non-Residents Income Tax Law, subject to the provisions of any relevant double tax treaties.

Such income will not be subject to withholding tax on account of Non-Residents Income Tax upon the same terms set out above for taxable persons under Spanish Corporate Income Tax (entities resident in Spain).

*Income obtained without a permanent establishment*

The Issuer believes that income realised by investors residing outside Spain and without a permanent establishment within the Spanish territory (individuals and legal entities) would not be considered as Spanish-source income and, therefore, would not be subject to taxation and withholding tax in Spain under the Non-Residents Income Tax Law.

(c) **Value Added Tax**

No Spanish Value Added Tax is payable in connection with the purchase, holding and disposition of the Micro and Commodity Securities.

(d) **Transfer Tax**

The purchase, holding and disposition of the Micro and Commodity Securities would not be taxed under the Spanish Transfer Tax.

(e) **Inheritance and Gift Tax**

The transfer of the Micro and Commodity Securities as a result of an inheritance or gift situation would be subject to the general rules of the Spanish Inheritance and Gift Tax, subject to the application of any relevant double tax treaties.

If the beneficiary of any inheritance or gift were a Spanish legal entity or a non resident entity with a permanent establishment in Spain, income obtained would be subject to taxation under the Spanish Corporate Income Tax or the Non-residents Income Tax, subject to the application of any relevant double tax treaties.

However, in principle, non- Spanish resident individuals and non- Spanish entities without a permanent establishment in the Spanish territory would not be subject to the Spanish Inheritance and Gift tax on the acquisition of the Micro and Commodity Securities.

(f) **Net Wealth Tax**

The ownership of Micro and Commodity Securities would be subject to the Spanish Net Wealth Tax pursuant to the Royal Decree 13/2011, of 16 September that has restored temporarily for years 2011 and 2012 the Spanish Net Wealth Tax regulated by Law 19/1991, of 6 June (hereinafter "**Net Wealth Tax Law**"), subject to the application of any relevant double tax treaties.

Only natural persons holders of Micro and Commodity Securities would be subject to the Spanish Net Wealth Tax.

*Ownership of Micro and Commodity Securities by natural persons resident in Spain*

Under article 5 of the Net Wealth Tax Law, the relevant taxpayers will be all those natural persons who have their habitual residence in Spain regardless of the place where their assets or rights are located or could be exercised.

Consequently, the ownership of the Micro and Commodity Securities by individuals resident for tax purposes in Spain will be subject to taxation under the Net Wealth Tax at a progressive rate scale from 0.2 per cent to 2.5 per cent.

However, it is necessary to take into account that the power to implement the NWT (including certain tax benefits) has been transferred to the Spanish regions. Therefore, an analysis must be made in each specific case to determine to what extent any regional legislation might be applicable, since there might be differences in respect of taxation under Net Wealth Tax depending on the region in which an investor resides.

*Ownership of Micro and Commodity Securities by natural persons not resident in Spain*

Non-Spanish residents would not be subject to the Net Wealth Tax on the holding of the Micro and Commodity Securities.

(g) **The European Savings Directive**

EU Council Directive 2003/48/EC on the taxation of savings income (the "**Directive**") applies, amongst other things, to payments of interest or other income on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another Member State in the EU. In circumstances where the Directive applies, such a paying agent would

be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside (although, for a transitional period, certain countries (not Spain) are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries and territories).

A paying agent for these purposes is any economic operator who pays interest or other similar income to, or secures interest or other similar income for, the beneficial owner, and could in relation to Micro and Commodity Securities include a Spanish broker or financial entity that would intervene in the sale or reimbursement or redemption of Micro and Commodity Securities. A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland).

The Issuer believes that the Micro and Commodity Securities are, from a Spanish point of view, affected by the obligations foreseen in the Directive and its corresponding transposition into the Spanish legislation.

## **17. Taxation in Sweden**

### **(a) General**

The following summary of certain tax issues that may arise as a result of holding Micro or Commodity Securities is based on current Swedish tax legislation and is intended only as general information for Security Holders who are resident or domiciled in Sweden for tax purposes. This description does not deal comprehensively with all tax consequences that may occur for Security Holders, nor does it cover the specific rules where Micro or Commodity Securities are held by a partnership or are held as current assets in a business operation. Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies, mutual funds and persons who are not resident or domiciled in Sweden. It is recommended that prospective applicants for Micro or Commodity Securities consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding Micro or Commodity Securities, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable. Moreover, this summary assumes that the Issuer is not a tax resident nor deemed to be a tax resident of Sweden.

### **(b) Taxation of individuals resident in Sweden**

#### ***Capital gains and losses***

Individuals and the estates of deceased Swedish individuals, who sell their Micro or Commodity Securities, are subject to capital gains taxation. The current tax rate is 30 per cent. of the gain. The capital gain or loss is equal to the difference between the sales proceeds after deduction of sales costs and the acquisition cost of the Micro or Commodity Securities. The acquisition cost is calculated according to the so called average method. This means that the costs of acquiring all Micro or Commodity Securities of the same type and class are added together and calculated collectively, with respect to changes to the holding.

As a general rule, 70 per cent. of a capital loss is deductible against any other taxable income derived from capital. However, if the Micro or Commodity Securities should be treated as foreign listed receivables, any capital loss will be fully deductible in the capital income category.

Should the total of "income from capital" be negative, a reduction of the tax on income from employment and from business, as well as the tax on real estate, is allowed. The tax reduction allowed amounts to 30 per cent. of any deficit not exceeding SEK 100,000 and 21 per cent. of any deficit in excess of SEK 100,000. Any deficits may not be carried forward to a subsequent fiscal year.



(c) **Taxation of Swedish legal entities**

**Capital gains and losses**

Limited liability companies and other legal entities, except for the estates of deceased Swedish individuals, are taxed on all income (including income from the sale of Micro or Commodity Securities) as income from business activities at a flat rate of 26.3 per cent. Regarding the calculation of a capital gain or loss and the acquisition cost, see “Taxation of individuals resident in Sweden” above.

Capital loss attributable to Micro or Commodity Securities is in full deductible against any other taxable income from business activities. Capital losses that are not deducted against taxable income within a certain year may normally be carried forward and offset against taxable income the following fiscal year without any limitation in time.

(d) **Withholding tax**

No deduction or withholding for or on account of Swedish tax is required to be made on payments from the Issuer to Security Holders on Redemption of Micro or Commodity Securities.

(e) **Inheritance and gift taxes**

No Swedish gift or inheritance tax will be levied on the transfer of Micro or Commodity Securities by way of gift by or on the death of a Security Holder.

(f) **Value added tax**

No Swedish value added tax will be payable by a Security Holder in consideration for the issue of Micro or Commodity Securities.

(g) **Other taxes or duties**

No Swedish registration tax, custom duty, transfer tax, stamp duty or any other similar tax or duty will be payable in Sweden by a holder of a Micro or Commodity Security.

(h) **The European Savings Directive**

The EU Savings Directive (the “**Directive**”) came into force on 1 July 2005. The Directive applies, amongst other matters, to payments of interest on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in the EU.

In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for the beneficial owner, and could in relation to Micro or Commodity Securities include a broker effecting the sale of Micro or Commodity Securities.

Micro or Commodity Securities are undated secured limited recourse debt obligations of the Issuer. However, as no return in respect of the Micro or Commodity Securities (whether in the form of cash on redemption, or as a result of trading on the London Stock Exchange or any other stock exchange or market) should constitute a payment of interest for the purposes of the Directive, it is not envisaged that Security Holders or their paying agents will be within the scope of the Directive.

## 18. Sources

The information given under the heading “Composition and Weightings” in Part 2 (*Dow Jones — UBS Commodity Indices*) is sourced from the DJ-UBS CI<sup>SM</sup> Handbook.

The information given in “Table 2(a) — Designated Contracts and Designated Month Contracts” and “Table 2(b) — Lead Futures Contracts for DJ-UBS CI<sup>SM</sup>” under the heading “Designated Contracts” in Part 2 (*Dow Jones — UBS Commodity Indices*) is sourced from the DJ-UBS CI<sup>SM</sup> Handbook.

The “Index Value” figures given in “Tables 3(a) and 3(b) — Simulated Historical Investment Returns” under the heading “Simulated Historical Investment Returns” in Part 2 (*Dow Jones — UBS Commodity Indices*) are extracted from Individual Commodity Index data published by CME Indexes and made available on its website at <http://www.djindexes.com/commodity/?go=index-data>. The “Index Return” figures given in such table have been calculated by ETFSL based on the “Index Value” figures. The “Individual Security Value” and “Individual Security Return” figures given in such table have been calculated by ETFSL based on a Multiplier of 1.0000000 on 1 January 1991, Management Fees of 0.49 per cent. per annum, Licence Allowance of 0.05 per cent. per annum and a Spread of 0.45 per cent. per annum in respect of the Classic Securities and 0.6 per cent. per annum in respect of the Forward Securities. The “Multiplier” figures given in such table have been calculated by ETFSL based on Individual Commodity Index data published by CME Indexes and the DJ-UBS CI<sup>SM</sup> “Total Return” sub-indices (the Individual Commodity Indices) published by CME Indexes.

The information given in “Table 5 — Inputs used to calculate the target/final number of Micro Securities comprised in each Index Security (as at the date of this Prospectus)” under the heading “Rebalancing of Index Securities” in Part 3 (*Description of Commodity Securities*) is sourced from data published by CME Indexes and made available on its website at <http://www.djindexes.com/commodity/?go=index-data>.

#### *Aluminium*

The statements under the heading “Aluminium” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Geological Survey website (<http://www.usgs.gov>).

#### *Brent Crude*

The statements under the heading “Brent Crude” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of Platts (<http://www.platts.com>), a division of The McGraw-Hill Companies and from the website of the Organisation for Economic Co-operation and Development (<http://www.oecd.org.swac/cocoa>).

#### *Cocoa*

The statements under the heading “Cocoa” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Cocoa Organization (<http://www.icco.org/about/growing.aspx>).

#### *Coffee*

The statements under the heading “Coffee” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Coffee Organization website (<http://www.ico.org>).

#### *Copper*

The statements under the heading “Copper” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Copper Study Group website (<http://www.icsg.org>) and the Copper Development Association (<http://www.copperinfo.co.uk/applications.shtml>).

#### *Corn*

The statements under the heading “Corn” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

#### *Cotton*

The statements under the heading “Cotton” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Crude Oil*

The statements under the heading “Crude Oil” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) that over the past several decades oil has been the world’s foremost source of primary energy consumption, and that the behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market, and that North America has the highest global consumption of oil per capita at approximately 2.8 gallons per capita per day compared to the world average of 0.5 gallons per capita per day are derived from the International Energy Outlook, published by the Energy Information Administration.

### *Gas Oil*

The statements under the heading “Gas Oil” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the websites of the Energy Information Administration (<http://www.eia.gov>) and Total UK Limited (<http://www.total.co.uk>).

### *Gasoline*

The statements under the heading “Gasoline” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005 published by the Commodity Research Bureau.

### *Gold*

The statements under the heading “Gold” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the GFMS Limited Gold Survey 2005 and World Gold Council.

### *Heating Oil*

The statements under the heading “Heating Oil” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Lead*

The statements under the heading “Lead” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Lead and Zinc Study Group (<http://www.ilzsg.org>) and Lead Development Association International (<http://www.ldaint.org>).

### *Lean Hogs*

The statements under the heading “Lean Hogs” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Live Cattle*

The statements under the heading “Live Cattle” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Natural Gas*

The statements under the heading “Natural Gas” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Nickel*

The statements under the heading “Nickel” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the Nickel Institute (<http://www.nickelinstitute.org>).

### *Platinum*

The statements under the heading “Platinum” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Platinum Group Metals Association (<http://www.ipa-news.com/pgm/platinum/index.htm>).

### *Silver*

The statements under the heading “Silver” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the Silver Institute website (<http://www.silverinstitute.org>).

### *Soybean Oil*

The statements under the heading “Soybean Oil” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Soybeans*

The statements under the heading “Soybeans” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Sugar*

The statements under the heading “Sugar” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Tin*

The statements under the heading “Tin” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the ITRI (<http://www.itri.co.uk/default.asp>) and the U.S. Geological Survey website (<http://www.usgs.gov>).

### *Wheat*

The statements under the heading “Wheat” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

### *Zinc*

The statements under the heading “Zinc” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Lead and Zinc Study Group website (<http://www.ilzsg.org>).

## **Futures Markets**

The statements under the heading “Futures Markets” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Commodity Futures Trading Commission website ([www.cftc.gov](http://www.cftc.gov)), and the Chicago Mercantile Exchange website (<http://www.cme.com>).

## **Exchanges**

The statements under the heading “CBOT (Chicago Board of Trade)” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Board of Trade website (<http://www.cme.com>).

The statements under the heading “CME (Chicago Mercantile Exchange)” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Mercantile Exchange website (<http://www.cme.com>).

The statements under the heading “LME (London Metal Exchange)” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the London Metal Exchange website (<http://www.lme.co.uk>).

The statements under the heading “ICE Futures U.S.” in Part 8 (*Commodities, Commodity and Futures Markets and Exchanges*) are derived from the Intercontinental Exchange website (<http://www.theice.com>).

The statements under the heading “NYMEX (The New York Mercantile Exchange, Inc.)” in Part 8 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the New York Mercantile Exchange website (<http://www.cme.com>).

To the extent that the information referred to in this paragraph 18 above has been sourced from a third party, such information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the documents or websites referred to in this paragraph 18 above are incorporated into or form part of this Prospectus for the purposes of the Prospectus Directive or the Prospectus Rules.

## 19. General

- (a) The Issuer’s auditors are Deloitte LLP of Lord Coutanche House, 66-68 Esplanade, St Helier, Jersey, JE2 3QB, Channel Islands. The annual reports of the Issuer for the years ended 31 December 2009 and 31 December 2010 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 30 April 2010 and 28 April 2011 respectively are incorporated in this document by reference and are available at the Issuer’s website at <http://www.etfsecurities.com/csl> and at the registered office of the Issuer as set out in paragraph 20 of Part 11 (*Additional Information*).
- (b) The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this document a significant effect on the Issuer’s financial position or profitability nor, so far as the Issuer is aware, are any such proceedings pending or threatened by or against the Issuer.
- (c) All Micro and Commodity Securities in issue at the date of this document have been admitted to the Official List and admitted to trading on the Main Market of the London Stock Exchange (a Regulated Market). Applications have been made to the UK Listing Authority for all Micro Securities, Individual Securities and Index Securities issued within 12 months from the date of this document to be admitted to the Official List and to the London Stock Exchange for all such Micro Securities, Individual Securities and Index Securities to be admitted to trading on the Main Market.
- (d) The following Classic Commodity Securities have been admitted to listing on Euronext Amsterdam since 15 December 2006:

### Classic Individual Securities

ETFs Aluminium  
ETFs Coffee  
ETFs Copper  
ETFs Corn  
ETFs Cotton  
ETFs Crude Oil  
ETFs Gasoline  
ETFs Gold  
ETFs Natural Gas  
ETFs Nickel  
ETFs Silver  
ETFs Soybeans  
ETFs Sugar  
ETFs Wheat  
ETFs Zinc

### Classic Index Securities

ETFs All Commodities DJ-UBSCI<sup>SM</sup>  
ETFs Energy DJ-UBSCI<sup>SM</sup>  
ETFs Petroleum DJ-UBSCI<sup>SM</sup>  
ETFs Ex-Energy DJ-UBSCI<sup>SM</sup>  
ETFs Precious Metals DJ-UBSCI<sup>SM</sup>  
ETFs Industrial Metals DJ-UBSCI<sup>SM</sup>  
ETFs Agriculture DJ-UBSCI<sup>SM</sup>  
ETFs Softs DJ-UBSCI<sup>SM</sup>  
ETFs Livestock DJ-UBSCI<sup>SM</sup>  
ETFs Grains DJ-UBSCI<sup>SM</sup>

The following Classic Commodity Securities have been admitted to listing on the Tokyo Stock Exchange since 19 March 2010:

**Classic Individual Securities**

ETFS Aluminium  
ETFS Copper  
ETFS Corn  
ETFS Crude Oil  
ETFS Gasoline  
ETFS Natural Gas  
ETFS Nickel  
ETFS Soybeans  
ETFS Wheat

**Classic Index Securities**

ETFS All Commodities DJ-UBSCI<sup>SM</sup>  
ETFS Agriculture DJ-UBSCI<sup>SM</sup>  
ETFS Energy DJ-UBSCI<sup>SM</sup>  
ETFS Grains DJ-UBSCI<sup>SM</sup>  
ETFS Industrial Metals DJ-UBSCI<sup>SM</sup>

The Classic Commodity Securities (other than the CLPT Securities, the ETFS Brent Crude Individual Securities and the ETFS Gas Oil Individual Securities) have also been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 1 November 2006, Euronext Paris SA since 15 February 2007 and the ETFplus market of the Borsa Italiana since 20 April 2007.

The following Forward Commodity Securities have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 27 November 2007:

**Forward Individual Securities**

ETFS Forward Natural Gas

**Forward Index Securities**

ETFS Forward Agriculture DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward All Commodities DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Energy DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Ex-Energy DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Grains DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Industrial Metals DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Livestock DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Petroleum DJ-UBSCI-F3<sup>SM</sup>  
ETFS Forward Softs DJ-UBSCI-F3<sup>SM</sup>

The Issuer intends to make an application for the CLPT Securities and certain Forward Commodity Securities to be admitted to listing on the ETF plus market of the Borsa Italiana.

Although all Micro Securities have been admitted to trading on the Main Market of the London Stock Exchange, the Issuer does not anticipate that an active secondary market will develop in any of the Micro Securities.

- (e) The Issuer intends to publish annual financial statements and Pricing Supplements as required by Listing Rules and to publish Prices on its website as described under the heading "Pricing and Trading of Commodity Securities" in Part 1 (*General*). Save as aforesaid the Issuer does not intend to provide post-issuance information.

- (f) The classes and number of Micro Securities comprised in each category of Classic Index Security as at the date of this document and which (save in the case of the Ex Classic Index Securities) have been in effect since 13 January 2011 are set out in the tables below:

Classes of Micro Classic Securities	Number of Micro Classic Securities comprised in each Classic Index Security			
	All Commodities	Energy	Petroleum	
Natural Gas	5,846,149	12,763,900		
Crude Oil*	90,828	198,114	693,316	
Gasoline	15,683	34,150	119,550	
Heating Oil	29,100	63,441	222,089	
		Ex-Energy	Industrial	
Aluminium	144,880	181,827	998,520	
Copper	26,243	32,879	180,756	
Zinc	51,915	65,169	357,794	
Nickel	13,261	16,615	91,330	
			Precious Metals	
Gold	96,338	120,774	947,098	
Silver	16,459	20,626	161,936	
			Livestock	
Live Cattle	75,163	94,158	327,319	
Lean Hogs	304,583	381,747	1,327,368	
			Agriculture	Grains
Wheat	299,815	375,947	534,396	602,512
Corn	628,784	787,571	1,117,517	1,261,553
Soybeans	60,213	75,440	107,125	120,907
				Softs
Sugar	21,626	26,995	38,314	160,086
Cotton	96,021	120,314	170,841	714,603
Coffee	92,906	116,405	165,297	691,405
Soybean Oil	51,867	64,985	92,276	

Classes of Micro Classic Securities	Number of Micro Classic Securities comprised in each Classic Index Security			
	Ex-Agriculture & Livestock	Ex-Industrial Metals	Ex-Precious Metals	Ex-Agriculture
Natural Gas	13,265,681	7,275,206	7,803,982	10,525,239
Crude Oil*	180,412	98,942	106,134	143,143
Gasoline	26,368	14,461	15,512	20,921
Heating Oil	53,319	29,242	31,367	42,305
Aluminium	268,857		158,164	213,316
Copper	47,920		28,191	38,021
Zinc	95,597		56,238	75,848
Nickel	23,777		13,988	18,865
Gold	173,029	94,893		137,285
Silver	29,535	16,197		23,433
Live Cattle		83,382	89,443	120,631
Lean Hogs		330,524	354,547	478,178
Wheat		365,688	392,267	
Corn		626,120	671,628	
Soybeans		60,176	64,550	
Sugar		17,554	18,830	
Cotton		76,172	81,708	
Coffee		96,679	103,706	
Soybean Oil		53,379	57,258	

Classes of Micro Classic Securities	Number of Micro Classic Securities comprised in each Classic Index Security			
	Ex-Livestock	Ex-Softs	Ex-Grains	Ex-Petroleum
Natural Gas	8,799,314	8,195,350	9,306,436	8,276,775
Crude Oil*	119,670	111,456	126,567	
Gasoline	17,491	16,290	18,499	
Heating Oil	35,368	32,940	37,406	
Aluminium	178,336	166,096	188,614	167,746
Copper	31,786	29,604	33,618	29,898
Zinc	63,411	59,058	67,065	59,645
Nickel	15,772	14,689	16,681	14,835
Gold	114,773	106,895	121,387	107,957
Silver	19,591	18,246	20,720	18,427
Live Cattle		93,928	106,662	94,861
Lean Hogs		372,328	422,806	376,027
Wheat	442,298	411,939		416,032
Corn	757,288	705,310		712,317
Soybeans	72,783	67,787		68,461
Sugar	21,231		22,455	19,970
Cotton	92,130		97,439	86,659
Coffee	116,932		123,672	109,989
Soybean Oil	64,561	166,096	68,282	60,727

\* To be renamed WTI Crude Oil effective 2 January 2012.

Following the announcement on 11 October 2011 of the target weights for the DJ-UBS CI<sup>SM</sup> to take effect in January 2012, Brent Crude Micro Securities will with effect from the Rebalancing in January 2012 be comprised in those categories of Index Securities that currently have Crude Oil Micro Securities comprised in them.



- (g) The classes and number of Micro Forward Securities comprised in each category of Forward Index Security as at the date of this document and which have been in effect since 13 January 2011 are set out in the tables below:

Classes of Micro Forward	Number of Forward Micro Securities comprised in each Forward Index Security			
	All Commodities	Energy		
Natural Gas	480,740	1,902,692	Petroleum	
Crude Oil*	64,777	255,819	647,113	
Gasoline	13,644	53,835	136,189	
Heating Oil	23,939	94,549	239,175	
		Ex-Energy	Industrial	
Aluminium	194,343	208,173	977,792	
Copper	34,789	37,197	174,927	
Zinc	72,677	77,839	365,564	
Nickel	17,585	18,796	88,412	
			Precious Metals	
Gold	193,655	207,161	965,329	
Silver	30,840	32,972	153,845	
			Livestock	
Live Cattle	81,236	86,826	791,301	
Lean Hogs	37,491	40,081	365,238	
			Agriculture	Grains
Wheat	155,391	166,135	235,740	266,249
Corn	544,693	582,227	824,349	932,573
Soybeans	128,481	137,362	194,627	220,113
				Softs
Sugar	26,430	28,094	39,715	161,248
Cotton	95,035	101,604	143,962	586,508
Coffee	144,282	154,253	218,558	890,433
Soybean Oil	65,368	69,891	99,024	

\* To be renamed WTI Crude Oil effective 2 January 2012.

Following the announcement on 11 October 2011 of the target weights for the DJ-UBS CI<sup>SM</sup> to take effect in January 2012, Brent Crude Forward Micro Securities will with effect from the Rebalancing in January 2012 be comprised in those categories of Forward Index Securities that currently have Crude Oil Micro Forward Securities comprised in them.

## 20. Documents Available for Inspection

For the duration of the Programme or so long as any Micro and Commodity Securities remain outstanding, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer:

- the Memorandum and Articles of Association of the Issuer;
- the Services Agreement;
- the UBS Facility Agreement;

- (d) the MLCI Facility Agreement,
- (e) the BAC Guarantee;
- (f) the UBS Security Agreement;
- (g) the MLCI Security Agreement;
- (h) the UBS Control Agreement;
- (i) the MLCI Control Agreement
- (j) the Authorised Participant Agreements;
- (k) the Security Assignments;
- (l) the Trust Instrument and the Short and Leveraged Trust Investment and supplemental trust instruments thereto;
- (m) the Security Deeds;
- (n) the Registrar Agreement;
- (o) the Licence Agreement;
- (p) the Novation Agreement; and
- (q) the Novation Agreement Amendment Agreement.

## 21. Jersey Law Consents

A copy of this document has been delivered to the Jersey Registrar of Companies in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and he has given, and has not withdrawn, his consent to the circulation of this document.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law, 1988, as amended, (the “**CIF Law**”) to enable it to undertake its functions in relation to Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended, (the “**Financial Services Law**”) to enable it to undertake its functions in relation to the Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

It must be distinctly understood that, in giving these consents, neither the Jersey Registrar of Companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Issuer or for the correctness of any statements made, or opinions expressed, with regard to it.

## 22. Selling Restrictions

### (a) *United States*

The Issuer has imposed the restrictions described below on the Programme so that the Issuer will not be required to register the offer and sale of Micro and Commodity Securities under the Securities Act, so that the Issuer will not have an obligation to register as an investment company under the Investment Company Act and related rules and to address certain ERISA, U.S. Internal Revenue Code and other considerations. These restrictions, which will remain in effect until the Issuer determines in its sole discretion to remove them, may adversely affect the ability of holders of Micro and Commodity Securities to trade them.

Micro and Commodity Securities have not been and will not be registered under the US Securities Act or any other applicable law of the United States. Micro and Commodity Securities are being offered and sold only outside the United States to non-US persons in reliance on the exemption from registration provided by Regulation S of the Securities Act.

The Issuer has not been and does not intend to become registered as an investment company under the Investment Company Act and related rules. Micro and Commodity Securities and any beneficial interest therein may not be reoffered, resold, pledged or otherwise transferred in the United States or to US persons. If the Issuer determines that any Security Holder is a Prohibited US Person (being a US Person who is not a “qualified purchaser” as defined in the Investment Company Act), the Issuer may redeem the Micro and Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading “Compulsory Redemption by the Issuer or the Trustee” (Condition 9).

The Micro and Commodity Securities may not be purchased with plan assets of any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity (a “**Prohibited Benefit Plan Investor**”). If the Issuer determines that any Security Holder is a Prohibited Benefit Plan Investor, the Issuer may redeem the Micro and Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading “Compulsory Redemption by the Issuer or the Trustee” (Condition 9).

(b) *Jersey*

Commodity Securities and Micro Securities may not be offered to, sold to, or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the normal course of business).

Further restrictions on offers and sales of Micro and Commodity Securities and on the distribution of this Prospectus are set out in paragraph 3 of Part 11 (*Additional Information*).

## ANNEX 1

### FORM OF THE GLOBAL BEARER CERTIFICATES

#### INHABER-SAMMELZERTIFIKAT

für

- [siehe Anhang 1] [Klasse der Individual-Securities]/Kategorie der Index-Securities  
Namensschuldverschreibungen

der

#### **ETFs Commodity Securities Limited**

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

eingeteilt in Teilschuldverschreibungen im Nennbetrag von je • [siehe Anhang 1]

Für dieses Inhaber-Sammelzertifikat hält die Clearstream Banking Aktiengesellschaft mit Sitz in Frankfurt am Main, Bundesrepublik Deutschland (im folgenden "Clearstream" genannt), als Deckung • [siehe Anhang 1] [Klasse der Individual-Securities/Kategorie der Index-Securities] Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der ETFs Commodity Securities Limited, Jersey, Channel Islands (im folgenden "Gesellschaft" genannt). Die durch den Treuhandvertrag vom 21. September 2006 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert, und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Die Schuldverschreibungen sind auf Vidacos Nominees Limited, London, England, eingetragen und in einem bei der Citibank N.A., London, England, unterhaltenen Sonderdepot, verwahrt. Jeder Miteigentümer dieses Sammelzertifikats ist berechtigt, jederzeit von Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von [Klasse der Individual-Securities/Kategorie der Index-Securities] Schuldverschreibungen der Gesellschaft auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister, zu verlangen.

Im übrigen gelten die diesem Inhaber-Sammelzertifikat beigefügten Zertifikatsbedingungen, die Bestandteil dieser Urkunde sind.

Frankfurt am Main, den . . .

**CLEARSTREAM BANKING**  
AKTIENGESELLSCHAFT

## ANNEX 2

### TEXT OF THE CONDITIONS OF THE GLOBAL BEARER CERTIFICATES

#### Zertifikatsbedingungen

1. Dieses Inhaber-Sammelzertifikat trägt die Unterschriften zweier Vorstandsmitglieder oder eines Vorstandsmitgliedes und eines Prokuristen der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, (im folgenden "Clearstream" genannt).
2. Jeder Miteigentümer dieses Inhaber-Sammelzertifikats ist berechtigt, jederzeit von der Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von • [siehe Anhang 1] [Klasse der Individual-Securities/Kategorie der Index-Securities] Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der ETFS Commodity Securities Limited, Jersey, Channel Islands, England, (im folgenden "Gesellschaft" genannt) auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister zu verlangen. Die durch den Treuhandvertrag vom 21. September 2006 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Einen entsprechenden Auftrag hat der Miteigentümer der Clearstream über seine Depotbank zu erteilen, wobei die Lieferadresse bzw. die Adresse, an welche die Urkunde bezüglich der Eintragung in das Schuldverschreibungsregister durch den Registrar versandt werden soll, angegeben sein muss.

Außer der von der Clearstream im Rahmen des § 315 des Bürgerlichen Gesetzbuches bestimmten Gebühr für die Auslieferung bzw. Übertragung hat der Miteigentümer etwaige mit der Auslieferung bzw. Übertragung und Umschreibung entstehende sonstige Kosten, Steuern, Gebühren oder Abgaben zu tragen.

Die Auslieferung von Einzelstücken aus diesem Inhaber-Sammelzertifikat kann von den Miteigentümern nicht verlangt werden.

3. Die Clearstream vermittelt dem Miteigentümer über dessen Depotbank nach Maßgabe seines Anteils am Inhaber-Sammelzertifikat grundsätzlich alle Rechte aus den Schuldverschreibungen, soweit sie ihr nach Maßgabe des englischen Rechts bzw. des Rechts von Jersey, Channel Islands, zustehen.

Zinsen, Ausschüttungen, Kapital und etwaige sonstige Barzahlungen leitet die Clearstream an den Miteigentümer weiter.

Im übrigen gelten die von der Clearstream gegebenenfalls bekanntzugebenden Fristen und Bedingungen.

Sämtliche Zahlungen an den Miteigentümer erfolgen nach Maßgabe der jeweils geltenden Devisenvorschriften in EURO, es sei denn, dass der Miteigentümer rechtzeitig vor Fälligkeit Zahlung in USD (United States Dollars) verlangt hat.

4. Ein etwaiges Stimmrecht anlässlich einer Gläubigerversammlung wird die Clearstream grundsätzlich nicht ausüben. Sie wird dem Miteigentümer oder einem von diesem benannten Dritten auf Verlangen eine Vollmacht zur Ausübung des Stimmrechts erteilen lassen.

Die Gesellschaft hat sich verpflichtet, die Tagesordnung von Gläubigerversammlungen sowie die Voraussetzungen zur Teilnahme an der Gläubigerversammlung und zur Ausübung des Stimmrechts im Vorfeld einer solchen Gläubigerversammlung bekanntzugeben.

5. Sollte die Ausgabe des Inhaber-Sammelzertifikats zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, irgendwelchen Steuern, Gebühren oder Abgaben unterliegen, so haben die Miteigentümer diese Steuern, Gebühren oder Abgaben nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat zu tragen.  
Die Clearstream ist berechtigt, Steuern, Gebühren oder Abgaben, denen sie zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, allein auf Grund der Tatsache unterworfen wird, dass sie die Schuldverschreibungen hält, auf alle Miteigentümer nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat umzulegen.
6. Treten aus irgendeinem Grunde an die Stelle der Schuldverschreibungen andere Schuldverschreibungen oder ein sonstiger Vermögenswert, so wandelt sich das Recht der Miteigentümer auf die Schuldverschreibungen in ein Recht auf den Ersatzgegenstand. Die Zertifikatsbedingungen gelten dann sinngemäß.
7. Die Clearstream ist berechtigt, die Citibank N.A., London, England, (im folgenden "Verwahrer" genannt) in ihrer Funktion als Verwahrer oder die Vidacos Nominees Ltd., London, England, (im folgenden "Nominee" genannt) in ihrer Funktion als Nominee durch eine andere Person zu ersetzen. Die Haftung der Clearstream beschränkt sich hierbei auf die sorgfältige Auswahl. Unberührt bleibt die Befugnis der Clearstream, die Funktion des Verwahrers oder des Nominees selbst wahrzunehmen. Im Fall der Ersetzung des Verwahrers oder des Nominees gelten alle Bezugnahmen auf den Verwahrer bzw. den Nominee in diesen Bedingungen als Bezugnahmen auf den neuen Verwahrer bzw. Nominee.
8. Werden die Schuldverschreibungen in einer die Mitwirkung der Clearstream in dieser Form nicht mehr erfordernden Weise an deutschen Wertpapierbörsen lieferbar oder wird die Zulassung der Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat zum Handel und zur amtlichen Notierung an deutschen Wertpapierbörsen zurückgenommen, so wird die Clearstream die Miteigentümer auffordern, ihr einen Auftrag gemäß Ziffer 2. Abs. 1 zu erteilen. Wird dieser Auftrag nicht innerhalb einer Frist von 3 Monaten seit Veröffentlichung der Aufforderung erteilt, so ist die Clearstream nach ihrem Ermessen berechtigt, die Eintragung der Schuldverschreibungen auf den Namen des Miteigentümers oder eines in der Aufforderung benannten Dritten zu veranlassen und die Schuldverschreibungen bei einer in der Aufforderung angegebenen Stelle für den Miteigentümer auf dessen Kosten und Gefahr zu hinterlegen. Damit erlöschen sämtliche Pflichten der Clearstream aus dem Inhaber-Sammelzertifikat.
9. Alle das Inhaber-Sammelzertifikat betreffenden Bekanntmachungen werden in mindestens je einem überregionalen Börsenpflichtblatt der deutschen Wertpapierbörsen veröffentlicht werden, an denen die Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat gehandelt und amtlich notiert werden.
10. Die Miteigentümer tragen anteilig alle wirtschaftlichen und rechtlichen Nachteile und Schäden, die den für das Inhaber-Sammelzertifikat als Deckung gehaltenen Bestand an Schuldverschreibungen infolge höherer Gewalt, Regierungserlassen, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder anderer Umstände treffen sollten, die die Clearstream oder der Verwahrer nicht zu vertreten haben.

Die Clearstream wird alle Verpflichtungen aus dem Inhaber-Sammelzertifikat mit der Sorgfalt eines ordentlichen Kaufmannes erfüllen. Wird sie durch höhere Gewalt, Regierungserlasse, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder andere Umstände, die sie nicht zu vertreten hat, an der Erfüllung ihrer Verpflichtungen gehindert, so trifft sie keine Verantwortung.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet.

Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet.

Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

11. Sollte irgendeine dieser Bestimmungen ganz oder teilweise rechtsunwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. Für unwirksame oder undurchführbare Bestimmungen soll eine dem Sinn und Zweck dieses Vertragsverhältnisses entsprechende Regelung gelten.
12. Alle Rechtsbeziehungen zwischen dem Miteigentümer und der Clearstream unterliegen dem Recht der Bundesrepublik Deutschland. Ausschließlicher Gerichtsstand ist Frankfurt am Main.
13. Eine Änderung dieser Zertifikatsbedingungen ist nur zulässig, soweit durch sie die Rechte der Miteigentümer nicht beeinträchtigt werden, es sei denn, dass sie durch gesetzliche Vorschriften bedingt ist.

## Anhang 1

Sofern ETFS Commodity Securities Limited weitere Schuldverschreibungen im Rahmen ihres Programms begibt, kann Anhang 1 jederzeit geändert werden.

Name	Ursprüngliche ISIN (der)	LSE Code	Nennbetrag (USD)
ETFS Aluminium	GB00B15KXN58	ALUM	\$1.00000000
ETFS Cocoa	JE00B2QXZK10	COCO	\$0.50000000
ETFS Coffee	GB00B15KXP72	COFF	\$0.50000000
ETFS Copper	GB00B15KXQ89	COPA	\$3.00000000
ETFS Corn	GB00B15KXS04	CORN	\$0.25000000
ETFS Cotton	GB00B15KXT11	COTN	\$0.50000000
ETFS Crude Oil	GB00B15KXV33	CRUD	\$5.00000000
ETFS Gasoline	GB00B15KXW40	UGAS	\$5.00000000
ETFS Gold	GB00B15KXX56	BULL	\$1.00000000
ETFS Heating Oil	GB00B15KXY63	HEAT	\$3.00000000
ETFS Lead	JE00B2QY0436	LEED	\$3.50000000
ETFS Lean Hogs	GB00B15KXZ70	HOGS	\$0.50000000
ETFS Live Cattle	GB00B15KY096	CATL	\$2.00000000
ETFS Natural Gas	GB00B15KY104	NGAS	\$1.00000000
ETFS Nickel	GB00B15KY211	NICK	\$2.00000000
ETFS Platinum	JE00B2QYOF45	PLTM	\$6.50000000
ETFS Silver	GB00B15KY328	SLVR	\$2.00000000
ETFS Soybean Oil	GB00B15KY435	SOYO	\$1.00000000
ETFS Soybeans	GB00B15KY542	SOYB	\$2.00000000
ETFS Sugar	GB00B15KY658	SUGA	\$3.00000000
ETFS Tin	JE00B2QY0H6	TINM	\$3.50000000
ETFS Wheat	GB00B15KY765	WEAT	\$0.25000000
ETFS Zinc	GB00B15KY872	ZINC	\$1.00000000
ETFS Agriculture DJ-UBSCI <sup>SM</sup>	GB00B15KYH63	AIGA	\$1.0210063
ETFS All Commodities DJ-UBSCI <sup>SM</sup>	GB00B15KY989	AIGC	\$2.3923989
ETFS Energy DJ-UBSCI <sup>SM</sup>	GB00B15KYB02	AIGE	\$3.2883861
ETFS Ex-Energy DJ-UBSCI <sup>SM</sup>	GB00B15KYD26	AIGX	\$1.5042448
ETFS Grains DJ-UBSCI <sup>SM</sup>	GB00B15KYL00	AIGG	\$0.6906760
ETFS Industrial Metals DJ-UBSCI <sup>SM</sup>	GB00B15KYG56	AIGI	\$1.9576880
ETFS Livestock DJ-UBSCI <sup>SM</sup>	GB00B15KYK92	AIGL	\$1.2661455
ETFS Petroleum DJ-UBSCI <sup>SM</sup>	GB00B15KYC19	AIGO	\$4.6162170
ETFS Precious Metals DJ-UBSCI <sup>SM</sup>	GB00B15KYF40	AIGP	\$1.3021730
ETFS Softs DJ-UBSCI <sup>SM</sup>	GB00B15KYJ87	AIGS	\$1.1662560
ETFS Forward Natural Gas	JE00B24DM351	NGAF	\$3.00000000
ETFS Forward Heating Oil	JE00B24DM021	HEAF	\$5.00000000
ETFS Forward Lean Hogs	JE00B24DM138	HOGF	\$3.00000000
ETFS Forward Live Cattle	JE00B24DM245	CATF	\$1.50000000
ETFS Forward All Commodities DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMC49	FAIG	\$3.1571535
ETFS Forward Energy DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMD55	ENEF	\$6.4510400
ETFS Forward Petroleum DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMF79	FPET	\$7.4329700
ETFS Forward Ex-Energy DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMG86	EXEF	\$1.8597205
ETFS Forward Industrial Metals DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMJ18	FIND	\$2.7701660
ETFS Forward Agriculture DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMK23	FAGR	\$1.1017955
ETFS Forward Softs DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DML30	SOFF	\$0.9682620
ETFS Forward Livestock DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMM47	FLIV	\$2.2023600
ETFS Forward Grains DJ-UBSCI-F3 <sup>SM</sup>	JE00B24DMN53	GRAF	\$0.8914575



## ANNEX 3

### FORM OF PRICING SUPPLEMENT

Pro Forma Supplement for an issue by ETFS Commodity Securities Limited under the Programme for the Issue of ETFS Commodity Securities

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#### PRICING SUPPLEMENT

Dated [•] 201[•]

### ETFS COMMODITY SECURITIES LIMITED

*(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991  
(as amended) with registered number 90959)*

(the “Issuer”)

**Programme for the Issue of ETFS Commodity Securities**

**Issue of**

**[number] [class] [Micro/Individual/Index] Securities**

**(the “ETFS Commodity Securities”)**

This Pricing Supplement (as referred to in the base prospectus (the “Prospectus”) dated 22 December 2011 in relation to the above Programme) relates to the issue of the ETFS Commodity Securities referred to above. The ETFS Commodity Securities have the terms provided for in the trust instrument dated 21 September 2006 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the ETFS Commodity Securities. Terms used in this Pricing Supplement bear the same meaning as in the Prospectus. The particulars in relation to this issue of ETFS Commodity Securities are as follows:

Issuer:	ETFS Commodity Securities Limited
Issue Date:	[•]
Class or Category of ETFS Commodity Securities to which this Pricing Supplement applies:	[•]
ISIN:	[•]
Method for calculating the Price per ETFS Commodity Security:	[The Price on [•] calculated in accordance with Condition 5]
Aggregate Number of ETFS Commodity Securities to which this Pricing Supplement applies:	[•]

Application has been made to the U.K. Listing Authority for the ETFS Commodity Securities to be admitted to the Official List and to the London Stock Exchange for the ETFS Commodity Securities to be admitted to trading on its Main Market, which is part of its Regulated Market. Such admissions are expected to become effective on •.

Following the issue of ETFS Commodity Securities to which this Pricing Supplement applies, the following Commodity Securities will be in issue:

**Date**

**Time**

<b>Class of Individual Securities or Category of Index Securities</b>	<b>Number</b>
ETFS Aluminium:	
ETFS Brent Crude:	
ETFS Cocoa:	
ETFS Coffee:	
ETFS Copper:	
ETFS Corn:	
ETFS Cotton:	
ETFS [WTI] Crude Oil:	
ETFS Gas Oil:	
ETFS Gasoline:	
ETFS Gold:	
ETFS Heating Oil:	
ETFS Lead:	
ETFS Lean Hogs:	
ETFS Live Cattle:	
ETFS Natural Gas:	
ETFS Nickel:	
ETFS Platinum:	
ETFS Silver:	
ETFS Soybean Oil:	
ETFS Soybeans:	
ETFS Sugar:	
ETFS Tin:	
ETFS Wheat:	
ETFS Zinc:	
ETFS Forward Aluminium:	
ETFS Forward Brent Crude:	
ETFS Forward Coffee:	
ETFS Forward Copper:	
ETFS Forward Corn:	
ETFS Forward Cotton:	
ETFS Forward [WTI] Crude Oil:	
ETFS Forward Gas Oil:	
ETFS Forward Gasoline:	
ETFS Forward Gold:	
ETFS Forward Heating Oil:	
ETFS Forward Lean Hogs:	
ETFS Forward Live Cattle:	
ETFS Forward Natural Gas:	
ETFS Forward Nickel:	
ETFS Forward Silver:	
ETFS Forward Soybean Oil:	
ETFS Forward Soybeans:	
ETFS Forward Sugar:	
ETFS Forward Wheat:	
ETFS Forward Zinc:	

<b>Class of Individual Securities or Category of Index Securities</b>	<b>Number</b>
ETFS All Commodities DJ-UBSCI <sup>SM</sup> :	
ETFS Agricultural DJ-UBSCI <sup>SM</sup> :	
ETFS Energy DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Energy DJ-UBSCI <sup>SM</sup> :	
ETFS Grains DJ-UBSCI <sup>SM</sup> :	
ETFS Industrial Metals DJ-UBSCI <sup>SM</sup> :	
ETFS Livestock DJ-UBSCI <sup>SM</sup> :	
ETFS Petroleum DJ-UBSCI <sup>SM</sup> :	
ETFS Precious Metals DJ-UBSCI <sup>SM</sup> :	
ETFS Softs DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Agriculture & Livestock DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Industrial Metals DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Precious Metals DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Agriculture DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Livestock DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Softs DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Grains DJ-UBSCI <sup>SM</sup> :	
ETFS Ex-Petroleum DJ-UBSCI <sup>SM</sup> :	
ETFS Forward All Commodities DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Energy DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Petroleum DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Ex-Energy DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Precious Metals DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Industrial Metals DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Agriculture DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Softs DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Livestock DJ-UBSCI-F3 <sup>SM</sup> :	
ETFS Forward Grains DJ-UBSCI-F3 <sup>SM</sup> :	

In addition, the following Micro Securities will be in issue:

<b>Class of Micro Securities</b>	<b>Number</b>
Aluminium:	
Brent Crude:	
Cocoa:	
Coffee:	
Copper:	
Corn:	
Cotton:	
[WTI] Crude Oil:	
Gas Oil:	
Gasoline:	
Gold:	
Heating Oil:	
Lead:	
Lean Hogs:	
Live Cattle:	
Natural Gas:	
Nickel:	
Platinum:	
Silver:	
Soybean Oil:	
Soybeans:	
Sugar:	
Tin:	
Wheat:	
Zinc:	

**Class of Micro Securities****Number**

Forward Aluminium:  
Forward Brent Crude:  
Forward Coffee:  
Forward Copper:  
Forward Corn:  
Forward Cotton:  
Forward [WTI] Crude Oil:  
Forward Gas Oil:  
Forward Gasoline:  
Forward Gold:  
Forward Heating Oil:  
Forward Lean Hogs:  
Forward Live Cattle:  
Forward Natural Gas:  
Forward Nickel:  
Forward Silver:  
Forward Soybean Oil:  
Forward Soybeans:  
Forward Sugar:  
Forward Wheat:  
Forward Zinc:

## ANNEX 4

### FORM OF PRICING SUPPLEMENT – PUBLIC OFFERS

Pro Forma Supplement for an offer of ETFS Commodity Securities to the public under the Programme for the Issue of ETFS Commodity Securities

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#### PRICING SUPPLEMENT

Dated [•] 201[•]

### ETFS COMMODITY SECURITIES LIMITED

*(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991  
(as amended) with registered number 90959)*

(the “Issuer”)

Programme for the Issue of ETFS Commodity Securities

Issue of

[number] [class] [Micro/Individual/Index] Securities

(the “ETFS Commodity Securities”)

The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of ETFS Commodity Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the ETFS Commodity Securities. Accordingly any person making or intending to make an offer of the ETFS Commodity Securities may only do so in:

- (i) in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in the following paragraph, provided such person is [one of the persons mentioned in the following paragraph] and that such offer is made during the Offer Period specified for such purpose therein.

An offer of the ETFS Commodity Securities may be made by the Issuer or by [*specify permitted offeror*] other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been approved or passported*] (“**Public Offer Jurisdictions**”) during the period from [*specify date*] until [*specify date*] (the “**Offer Period**”).

The Issuer has not authorised, nor does it authorise, the making of any offer of ETFS Commodity Securities in any other circumstances.

This Pricing Supplement (as referred to in the base prospectus (the “Prospectus”) dated 22 December 2011 in relation to the above Programme) relates to the issue of the ETFS Commodity Securities referred to above. The ETFS Commodity Securities have the terms provided for in the trust instrument dated 21 September 2006 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the ETFS Commodity Securities. Terms used in this Pricing Supplement bear the same meaning as in the Prospectus. The particulars in relation to this issue of ETFS Commodity Securities are as follows:

Issuer:	ETFS Commodity Securities Limited
Issue Date:	[•]
Class or Category of ETFS Commodity Securities to which this Pricing Supplement applies:	[•]
ISIN:	[•]
Method for calculating the Price per ETFS Commodity Security:	[The Price on [•] calculated in accordance with Condition 5]
Aggregate Number of ETFS Commodity Securities to which this Pricing Supplement applies:	[•]
Total amount of the offer; if the amount is not fixed, description of the arrangement and time for announcing to the public the amount of the offer:	[•]

Application has been made to the U.K. Listing Authority for the ETFS Commodity Securities to be admitted to the Official List and to the London Stock Exchange for the ETFS Commodity Securities to be admitted to trading on its Main Market, which is part of its Regulated Market. Such admissions are expected to become effective on ●.

**Terms and Conditions of the Offer<sup>1</sup>**

*[Consider the circumstances in which the items specified below need to be completed or marked “Not Applicable” by reference to the requirements of the relevant home and/or host member states where any non-exempt public offer is being made, in compliance with the Prospectus Directive, as implemented in such member states.]*

Offer Price: <sup>2</sup>	[specify]
Conditions to which the offer is subject: <sup>3</sup>	[Not Applicable/give details]
Description of the application process: <sup>4</sup>	[Not Applicable/give details]
Details of the minimum and/or maximum amount of application: <sup>5</sup>	[Not Applicable/give details]
Details of the method and time limits for paying up and delivering the ETFS Commodity Securities: <sup>6</sup>	[Not Applicable/give details]
Manner in and date on which results of the offer are to be made public: <sup>7</sup>	[Not Applicable/give details]
Categories of potential investors to which the ETFS Commodity Securities are offered and whether tranche(s) have been reserved for certain countries: <sup>8</sup>	[Not Applicable/give details]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: <sup>9</sup>	[Not Applicable/give details]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser: <sup>10</sup>	[Not Applicable/give details]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:<sup>11</sup>

[Not Applicable/give details]

Name and address of any paying agents and depository agents in each country:<sup>12</sup>

[Not Applicable/give details]

Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements. Where not all of the issue is underwritten, a statement of the portion not covered:<sup>13</sup>

[Not Applicable/give details]

When the underwriting agreement has been or will be reached:<sup>14</sup>

[Not Applicable/give details]

- 1 Paragraph 5 of Annex XII
- 2 Paragraph 5.3.1 of Annex XII
- 3 Paragraph 5.1.1 of Annex XII
- 4 Paragraph 5.1.3 of Annex XII
- 5 Paragraph 5.1.4 of Annex XII
- 6 Paragraph 5.1.5 of Annex XII
- 7 Paragraph 5.1.6 of Annex XII
- 8 Paragraph 5.2.1 of Annex XII
- 9 Paragraph 5.2.2 of Annex XII
- 10 Paragraph 5.3 of Annex XII
- 11 Paragraph 5.4.1 of Annex XII
- 12 Paragraph 5.4.2 of Annex XII
- 13 Paragraph 5.4.3 of Annex XII
- 14 Paragraph 5.4.4 of Annex XII

Following the issue of ETFS Commodity Securities to which this Pricing Supplement applies, the following Commodity Securities will be in issue:

**Date**

**Time**

**Class of Individual Securities or Category of Index Securities**

**Number**

- ETFS Aluminium:
- ETFS Brent Crude:
- ETFS Cocoa:
- ETFS Coffee:
- ETFS Copper:
- ETFS Corn:
- ETFS Cotton:
- ETFS [WTI] Crude Oil:
- ETFS Gas Oil:
- ETFS Gasoline:
- ETFS Gold:
- ETFS Heating Oil:
- ETFS Lead:
- ETFS Lean Hogs:
- ETFS Live Cattle:
- ETFS Natural Gas:
- ETFS Nickel:
- ETFS Platinum:

ETFs Silver:  
 ETFs Soybean Oil:  
 ETFs Soybeans:  
 ETFs Sugar:  
 ETFs Tin:  
 ETFs Wheat:  
 ETFs Zinc:

<b>Class of Individual Securities or Category of Index Securities</b>	<b>Number</b>
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ETFs Forward Aluminium:  
 ETFs Forward Brent Crude:  
 ETFs Forward Coffee:  
 ETFs Forward Copper:  
 ETFs Forward Corn:  
 ETFs Forward Cotton:  
 ETFs Forward [WTI] Crude Oil:  
 ETFs Forward Gas Oil:  
 ETFs Forward Gasoline:  
 ETFs Forward Gold:  
 ETFs Forward Heating Oil:  
 ETFs Forward Lean Hogs:  
 ETFs Forward Live Cattle:  
 ETFs Forward Natural Gas:  
 ETFs Forward Nickel:  
 ETFs Forward Silver:  
 ETFs Forward Soybean Oil:  
 ETFs Forward Soybeans:  
 ETFs Forward Sugar:  
 ETFs Forward Wheat:

<b>Class of Individual Securities or Category of Index Securities</b>	<b>Number</b>
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ETFs Forward Zinc:  
 ETFs All Commodities DJ-UBSCI<sup>SM</sup>:  
 ETFs Agricultural DJ-UBSCI<sup>SM</sup>:  
 ETFs Energy DJ-UBSCI<sup>SM</sup>:  
 ETFs Ex-Energy DJ-UBSCI<sup>SM</sup>:  
 ETFs Grains DJ-UBSCI<sup>SM</sup>:  
 ETFs Industrial Metals DJ-UBSCI<sup>SM</sup>:  
 ETFs Livestock DJ-UBSCI<sup>SM</sup>:  
 ETFs Petroleum DJ-UBSCI<sup>SM</sup>:  
 ETFs Precious Metals DJ-UBSCI<sup>SM</sup>:  
 ETFs Softs DJ-UBSCI<sup>SM</sup>:  
 ETFs Forward All Commodities DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Energy DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Petroleum DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Ex-Energy DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Precious Metals DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Industrial Metals DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Agriculture DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Softs DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Livestock DJ-UBSCI-F3<sup>SM</sup>:  
 ETFs Forward Grains DJ-UBSCI-F3<sup>SM</sup>:



In addition, the following Micro Securities will be in issue:

<b>Class of Micro Securities</b>	<b>Number</b>
Aluminium:	
Brent Crude:	
Cocoa:	
Coffee:	
Copper:	
Corn:	
Cotton:	
[WTI] Crude Oil:	
Gas Oil:	
Gasoline:	
Gold:	
Heating Oil:	
Lead:	
Lean Hogs:	
Live Cattle:	
Natural Gas:	
Nickel:	
Platinum:	
Silver:	
Soybean Oil:	
Soybeans:	
Sugar:	
Tin:	
Wheat:	
Zinc:	

<b>Class of Micro Securities</b>	<b>Number</b>
Forward Aluminium:	
Forward Brent Crude:	
Forward Coffee:	
Forward Copper:	
Forward Corn:	
Forward Cotton:	
Forward [WTI] Crude Oil:	
Forward Gas Oil:	
Forward Gasoline:	
Forward Gold:	
Forward Heating Oil:	
Forward Lean Hogs:	
Forward Live Cattle:	
Forward Natural Gas:	
Forward Nickel:	
Forward Silver:	
Forward Soybean Oil:	
Forward Soybeans:	
Forward Sugar:	
Forward Wheat:	
Forward Zinc:	