

Expenses Agreement

Dated: 1 March 2022

Between:

Memel Capital PCC in its own capacity and in respect of each of its protected cells

and

Alphabeta Access Products Ltd

(each as an Issuer)

and

Morgan Stanley & Co. International plc

(as Obligor)

THIS AGREEMENT IS MADE THIS 1 MARCH 2022

BETWEEN:

- (1) **MEMEL CAPITAL PCC**, a protected cell company incorporated in Jersey, the registered office of which is 47 Esplanade, St Helier, Jersey JE1 0BD in its own capacity (“**Memel**”) and acting in respect of each protected cell specified in a Supplemental Trust Deed;
- (2) **ALPHABETA ACCESS PRODUCTS LTD**, a company incorporated with limited liability under the laws of Jersey whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD (“**Alphabeta**”) and together with Memel acting in respect of each protected cell specified in a Supplemental Trust Deed, each an “**Issuer**” and together the “**Issuers**”); and
- (3) **MORGAN STANLEY & CO. INTERNATIONAL PLC** (the “**Obligor**”).

WHEREAS:

Each Issuer may from time to time issue notes (the “**Notes**”) under the USD 50,000,000,000 secured and unsecured note programme (the “**Programme**”) in accordance with the terms and conditions thereof as contemplated by the Principal Trust Deed (the “**Trust Deed**”) to be entered into by the Issuers and BNY Mellon Corporate Trustee Services Limited as the note trustee (the “**Note Trustee**”) and as the security trustee (the “**Security Trustee**”) on or about the date of the Agreement and to enter into ancillary documents in respect thereof (the “**Business**”). The terms defined in the Trust Deed shall have the same meanings in this Expenses Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Interpretation

Reference in this Expenses Agreement to (i) the “**Issuer**” shall, unless otherwise specified, be construed as references to each of the Issuers separately; (ii) the “**Notes**” or a “**Series of Notes**” are respectively references to the “**Notes**” or “**Series of Notes**” issued by the relevant Issuer and (iii) the “**Issuer**” in respect of any particular Series of Notes are references to the Issuer of such particular Series of Notes.

2 Payments in respect of Non-Series Overheads

2.1 The Obligor shall be responsible for its own costs in connection with the preparation and negotiation of this Expenses Agreement and the transactions contemplated hereby.

2.2 Subject to Clause 4, the Obligor shall settle on the Issuer's behalf and indemnify the Issuer against the following (together the “**Non-Series Overheads**”), upon receipt of a written invoice specifying the amount payable and detailing any other information the Obligor deems necessary to fulfil its obligation:

- (a) any and all fees and expenses of the Issuer incurred in connection with its entry into and the performance of its obligations under any of the agreements relating to the Business and the orderly winding up of the Issuer following the cessation of the Business;
- (b) any and all fees and disbursements of legal counsel to the Issuer in respect of the Business and the establishment and operation of Issuer;
- (c) any and all fees and expenses payable by the Issuer pursuant to an agreement for, *inter alia*, the provision of directors, secretary and/or share trustee entered into between the Issuer and Crestbridge Corporate Services Limited;
- (d) any and all other costs, fees and expenses incurred by the Issuer, the Note Trustee, the Security Trustee, the Agents, the Custodian and any other person contracted to provide services in relation to the Notes which are not to be reimbursed by any other party; and

- (e) any and all other fees and expenses (including, without limitation, Jersey, Channel Islands government annual filing fees and registered office fees) properly incurred by the Issuer in connection with the Business during the period of the matters and transaction contemplated in the recital,

3 Payments in respect of each Series

3.1 In consideration of the Issuer's agreement to undertake the matters and transactions contemplated in the recital, the Obligor shall pay to the Issuer a transaction fee of US\$750 per Series along with any other amounts agreed in writing between the parties from time to time.

3.2 Subject to Clause 4, in respect of each Series of Notes, the Issuer shall be responsible for the following costs and expenses in connection with such Series of Notes:

- (a) the costs of printing such Notes or any publication or advertising in respect of such Notes;
- (b) any legal fees and disbursements (including any value added tax or other tax thereon) of the relevant Issuer's legal advisers in any jurisdiction in respect of the issue of such Notes;
- (c) any fees payable to any stock exchange in respect of the listing of such Notes on such stock exchange;
- (d) the cost of obtaining any credit rating for such Notes; and
- (e) any other fee, cost, expense or disbursement properly incurred by the Issuer in relation to the issue of such Notes (other than Non-Series Overheads).

3.3 Any additional amounts payable by the Obligor or by the Issuer may be set out in the form of Schedule 1 (*Form of Series Expenses Letter*) but may take any other form agreed by the parties.

4 Limited Liability of the Obligor

4.1 Notwithstanding Clauses 2 and 3 of this Expenses Agreement, the Obligor shall not be responsible for or otherwise liable to the Issuer for:

- (a) any payments of principal or interest in respect of the issuance of any Series of Notes; and
- (b) any amounts, claims, expenses or losses related to, or connected with, the Reference Assets or Underlying Assets relating to a Series of Notes, including but not limited to liability of an Issuer in respect of amounts due to Noteholders, any investors or any creditor in respect of the Reference Assets or Underlying Assets, including any funds in which the Issuer has invested. For the complete avoidance of doubt, such amounts, claims, expenses or losses shall be the sole responsibility of an Issuer and the Obligor will not reimburse or indemnify an Issuer for such amounts, claims, expenses or losses.

4.2 The Issuer shall be solely responsible for all fees, costs and expenses of any custodian, any manager or any administrator (other than Crestbridge Corporate Services Limited).

5 Accession and adherence

5.1 Memel shall procure the accession and adherence by each of its protected cells as Issuer to the terms of this Agreement. Memel is party to this Agreement solely to ensure such accession and adherence and it shall have no other obligations in its own capacity under this Agreement.

5.2 The provisions of this clause 5 shall survive the termination of this Agreement.

6 Duration

6.1 This Expenses Agreement shall in relation to any Issuer continue in force for so long as any Notes are capable of being issued or entered into by an Issuer under the Programme or are outstanding.

7 Governing Law and Jurisdiction

- 7.1 This Expenses Agreement and any non-contractual obligations out of or in connection with it are governed by English law.
- 7.2 The courts of England have exclusive jurisdiction to settle any actions or proceedings arising directly or indirectly from this Expenses Agreement (including a dispute regarding the existence, validity or termination of this Expenses Agreement or any non-contractual obligation arising out of or in connection with this Expenses Agreement) or the consequences of its nullity (“**Proceedings**”).
- 7.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Proceedings and, accordingly, that they will not argue to the contrary.
- 7.4 The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Morgan Stanley Services (UK) Limited, 25 Cabot Square, Canary Wharf, London E14 4QA or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Part XXIII of the Companies Act 1985. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of the Obligor, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Obligor shall be entitled to appoint such a person by written notice addressed to the Issuer. Nothing in this clause shall affect the right of the Obligor to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.
- 7.5 No person shall have any right to enforce any term of this Expenses Agreement under the Contracts (Rights of Third Parties) Act 1999.

8 Counterparts

This Expenses Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF this Expenses Agreement has been executed on the date first above mentioned.

EXECUTED)
for and on behalf of)
MEMEL CAPITAL PCC in its own capacity and in)
respect of each of its protected cells from time to time)
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)
)



Stuart Conroy

EXECUTED)
for and on behalf of)
ALPHABETA ACCESS PRODUCTS LTD)
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)
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MORGAN STANLEY & CO. INTERNATIONAL PLC)
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Benjamin A. Weil
Authorised Signatory

SCHEDULE 1

FORM OF SERIES EXPENSES LETTER

To: [Issuer] (the “Issuer”)
47 Esplanade
St Helier
Jersey JE1 0BD

From: Morgan Stanley & Co. International plc (the “Obligor”)
25 Cabot Square
London, E14 4QA

Date [•]

Expenses Agreement by and between, amongst others, [Issuer] (as Issuer) and Morgan Stanley & Co. International plc (as Obligor) dated [•] (the "Agreement")

Pursuant to the Expenses Agreement dated [•] between Morgan Stanley & Co. International plc (as Obligor) and yourselves (the Issuer), Morgan Stanley wishes to propose the following arrangements in respect of a Series of Notes [Insert description of notes] (the “Notes”):

- (i) an annual amount of [•] as long as such Notes are outstanding; and
- (ii) [Insert any other amounts, fees or expenses related to the Series].

This Letter and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any noncontractual disputes, claims or obligations) shall be governed by and construed in accordance with English law.

This Letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Letter.

Yours faithfully,

For and on behalf of:

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: _____

Agreed and acknowledged by:

[Issuer]

By: _____