

FTSE 100 Income Plan Issue One



Five year term

Potential 7.4% gross p.a.

Quarterly payments
of 1.85% if the FTSE 100
Index is above 60% of its
Initial Index Level

Counterparty is
Morgan Stanley

Capital is at risk, if the
FTSE™ 100 Index falls
below 60% of its Initial
Index Level on the
Investment End Date

Issue Closes
30th September 2011

Walker Crips' predecessors first bought and sold shares for clients on the London Stock Exchange in 1914. Through acquisitions, the company can now trace its roots as far back as the 18th century, making it one of the City of **London's oldest independent companies.**

Today, Walker Crips Group plc is a fully listed UK public company specialising in Fund Management, Wealth Management, Stockbroking and Structured Investments.

Walker Crips Structured Investments is a specialist division providing financial advisers, financial institutions and other professional intermediaries with carefully-considered investment opportunities. We do not ourselves give investment advice, instead we focus on the design and administration of our structured investment plans.

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Before investing, it is important that you read this brochure and the Terms and Conditions included. You should consider the risks carefully and consult your Financial Adviser in order to ensure the Plan is suitable for you and your financial situation.

Walker Crips Structured Investments does not offer investment advice or make any recommendations regarding investments, and the information in this brochure does not constitute tax, legal or investment advice.

For more information on Walker Crips, you can contact Walker Crips Structured Investments on 020 3100 8880 or at wcsi@wgcplc.co.uk

The **FTSE 100 Income Plan** aims to provide you with the potential to receive fixed quarterly **income** payments, for five years.

The FTSE 100 Income Plan has been designed to provide the potential to receive income payments, fixed at 1.85% of your initial investment, every three months over a five year term.

On each quarterly observation date, you will receive an income payment of 1.85% provided that the FTSE™ 100 Index is at or above 60% of its Initial Index Level.

At maturity, you will receive your initial capital back in full if the FTSE™ 100 Index is at or above 60% of its Initial Index Level on the Investment End Date. See page 6 for a further explanation and illustration.

1.85% fixed income paid quarterly (7.4% gross p.a.)

Capital is at risk, you could lose some or all of your initial investment

Counterparty is Morgan Stanley, which holds an 'A' credit rating from Standard & Poor's

Invest from £5,000

Your money will be invested in a medium term note issued by Morgan Stanley, a global financial services firm with headquarters in the USA. See page 9 for a further explanation.

If Morgan Stanley were to fail, e.g. become insolvent, you could lose some or all of your investment and any return that may be due.





Investment Term	Five years
Potential income	Quarterly payments of 1.85%
Tax treatment	The income received on direct investments is likely to be subject to Income Tax. See page 8 for further details.
Counterparty	Morgan Stanley with an 'A' credit rating from Standard & Poor's, at the time of publication.
Risk to capital	You may lose some, or all, of your investment if the FTSE™ 100 Index has fallen below 60% of its Initial Index Level on the Investment End Date. See page 6 for a further explanation of this risk.
Investment options	Direct investment (individual and joint investment), ISA investment SIPP (Self Invested Personal Pension), SSAS (Small Self-Administered Scheme), trust, corporate and charity investment.
Offer period	1st September 2011 to 30th September 2011
Investment Start Date	7th October 2011
Investment End Date	7th October 2016
Observation dates	9th January 2012, 10th April 2012, 9th July 2012, 8th October 2012, 7th January 2013, 8th April 2013, 8th July 2013, 7th October 2013 7th January 2014, 7th April 2014, 7th July 2014, 7th October 2014 7th January 2015, 7th April 2015, 7th July 2015, 7th October 2015 7th January 2016, 7th April 2016, 7th July 2016, 7th October 2016
Income payments	Income will usually be paid into your Account within seven business days of the income observation date.

There is the potential for you to receive a **quarterly payment equivalent to 1.85%** of your initial investment payable depending on the performance of the FTSE™ 100 Index.

There are 20 observation dates over the five year term. The Closing Level of the FTSE™ 100 Index on each of these dates will be compared with the Closing Level of The FTSE™ 100 Index on the 7th October 2011. (Initial Index Level).

If the Closing Level on an observation date is at or above 60% of the Initial Index Level you will receive an income payment equivalent to 1.85% of your initial investment.

If the Closing Level on an observation date is below 60% of the Initial Index Level you will receive no payment, the Plan will continue to the next observation date.

1.85% income will be paid if the Closing Level of the FTSE™ 100 Index is at or above 60% of the Initial Index Level on the following observation dates.

9th January 2012	10th April 2012	9th July 2012	8th October 2012
7th January 2013	8th April 2013	8th July 2013	7th October 2013
7th January 2014	7th April 2014	7th July 2014	7th October 2014
7th January 2015	7th April 2015	7th July 2015	7th October 2015
7th January 2016	7th April 2016	7th July 2016	7th October 2016

Income will usually be paid seven business days after the observation date, either directly into your bank account or retained within your Walker Crips account, where it will receive interest at the prevailing Walker Crips rate. Income cannot be reinvested within the plan.

The Plan is subject to a maximum income paid and therefore the return you receive could be lower than if you invested directly in the shares of the companies which comprise the FTSE™ 100 Index. Additionally, you will not receive dividends from those companies.

The **return of your capital** at the end of the term depends on the performance of the FTSE™ 100 Index over the five year term.

The return of your Initial Capital will depend on the performance of the FTSE™ 100 Index, between the **Initial Index Level** (the Closing Level on the 7th October 2011) and the **Final Index Level** (the Closing Level on the 7th October 2016).

Where the Final Index Level is **at or above** 60% of the Initial Index Level you will receive 100% of your Initial Capital back.

Where the Final Index Level is **below** 60% of the Initial Index Level your Capital that you receive back will be reduced by 1% for every 1% that the Final Index Level is below the Initial Index Level (or fraction thereof).

The table below illustrates how the return of your Initial Capital will be affected by the performance of the FTSE™ 100 Index over the Investment Term.

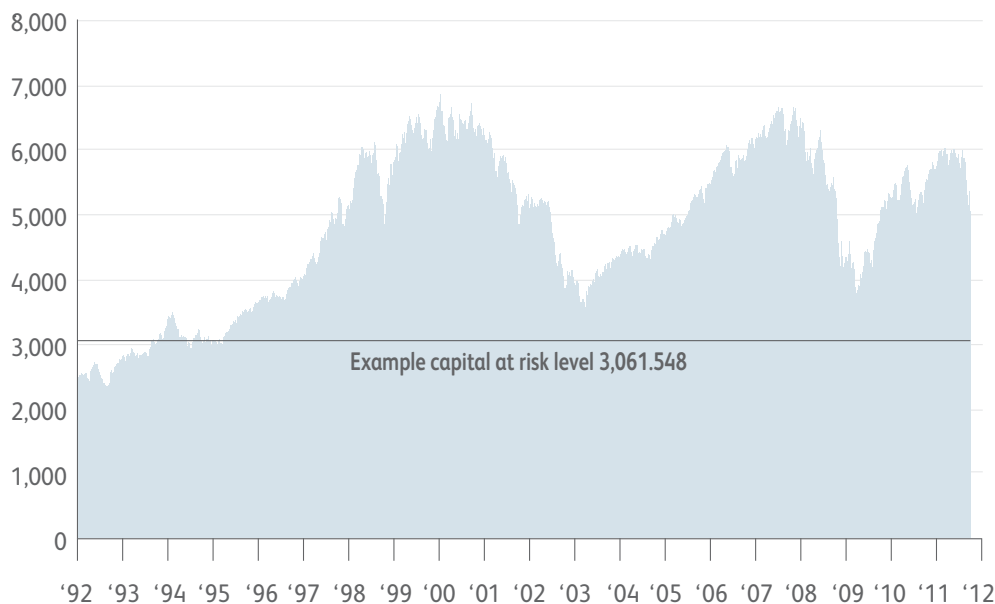
Where is the Final Index Level in relation to its respective Initial Index Level?	Capital return	Capital reduction
+20%	100%	0%
+10%	100%	0%
no change	100%	0%
-10%	100%	0%
-25%	100%	0%
-40%	100%	0%
-41%	59%	41%
-50%	50%	50%
-75%	25%	75%

Irrespective of the performance of the FTSE™ 100 Index your investment and the potential returns from the investment are at risk if the Counterparty, Morgan Stanley, were to fail (e.g. become insolvent).

Your money is not invested directly into the **FTSE™ 100 Index**. However, as your income payments and the return of your capital is dependent on the performance of this Index, it is important to understand what it is and how it could affect your money.

The FTSE™ 100 Index is a share index representing the performance of 100 of the UK's largest companies by market capitalisation that are listed on the London Stock Exchange. It includes many household names such as GlaxoSmithKline, Tesco and Vodafone

The graph below shows the FTSE™ 100 Index performance from the 6th January 1992 until the 5th September 2011.



Based on **an example** of the closing level of the FTSE™ 100 Index on the 5th September 2011, the Initial Index Level would be set at 5,102.58. Therefore, if the FTSE™ 100 Index were to close below 3,061.548 (60% of the Initial Index Level) on an observation date you would not receive the income payment for that date and if the Index were below 3,061.548 on the Investment End Date you would receive back less than your Initial Capital. The last time the Index closed below this level was the 15th March 1993.

This is only **an example**, as the Initial Index Level and therefore the 60% barrier level for the FTSE 100 Income Plan will not be set until the 7th October 2011.

It is important that you understand that the FTSE™ 100 Index can fall as well as rise, and that past performance is not a reliable indicator of future performance.

There are a number of **ways you can invest** in the Plan, some of the options may be more tax efficient for you with careful planning. You should consult your Financial or Tax adviser for further details of your individual tax position.

Direct investment

It is Walker Crips' understanding that the returns you may receive on any direct investment are subject to Income Tax under present legislation.

Pension investment

If you invest via a SIPP (Self Invested Personal Pension) or SSAS (Small Self Administered Scheme), investment returns within your pension are likely to be free of Income Tax and Capital Gains Tax. Before you invest, you should ensure that the terms of your scheme permit investments of this type.

ISA investment

You can use your ISA allowance to invest from £5,000 to £10,680 for the 2011/2012 tax year, provided that you have not already opened a Stocks and Shares ISA for the period 6th April 2011 to 5th April 2012. If you have already invested in a Cash ISA for the 2011/2012 tax year your available allowance for a Stocks and Shares ISA will be reduced. Existing ISAs that are transferred into the Plan have no maximum investment limit.

Other arrangements

The Plan is also eligible for most trust, corporate and charity investment. Before you invest, you should ensure that the terms or deeds under which the trust, company or charity was established allow investments of this type.

All information on taxation in this brochure is based on Walker Crips' understanding of UK tax legislation at the time of writing. Tax rules are subject to change and the value of tax reliefs will depend on your individual circumstances. Please note that Walker Crips does not provide tax advice and you should consult your own advisers before you invest.

Once you have read and understood the brochure and all of the Terms and Conditions of the FTSE 100 Income Plan, complete the Application Form that accompanies this brochure for either a direct, ISA or pension scheme investment. Additional Application Forms and trust, corporate and charity application forms are available on request.

Return the Application Form with your payment by 5pm on Friday, 30th September 2011.

Please make your cheque payable to Walker Crips Stockbrokers Limited.

The FTSE 100 Income Plan is a structured investment plan managed and provided by **Walker Crips**. The investments underlying the plan are securities issued by **Morgan Stanley**.

An investment in the Plan is an agreement with the Plan Manager, Walker Crips Structured Investments, to purchase an investment on your behalf and then hold and administer that investment on your behalf.

On the Investment Start Date, Walker Crips, as the Plan Manager, will use your money to acquire, on your behalf, securities which match the investment objectives described in this brochure.

These securities are known as Medium Term Notes, which are a type of corporate bond, effectively a loan to Morgan Stanley, that they are obliged to repay after a defined period of time.

Therefore, the return of your Capital and the income payments as described in this brochure are subject to the continued solvency of Morgan Stanley. In the event of the insolvency of Morgan Stanley, investors could lose all or part of their investment, and any potential return, regardless of the performance of the underlying index.

Morgan Stanley has been rated 'A' by Standard & Poor's, at the time of publication. Standard & Poor's is an independent credit rating agency and uses a scale to denote creditworthiness ranging from 'AAA' (highest) to 'D' (lowest). Issuers within the 'A' rating band are described by Standard & Poor's as having strong capacity to meet their financial commitments, but are more susceptible to the adverse effects of changes in circumstances and economic conditions than those issuers rated 'AAA' or 'AA'.

The Standard & Poor's rating is currently qualified with a "negative" outlook which means that a rating may be lowered. This is not necessarily a precursor to a rating change, however, it does indicate the potential direction of a credit rating over the intermediate term (typically six months to two years).

For more information on credit ratings or other methods of assessing the strength of an issuer, please consult your Financial Adviser.



You should consider these **important points** and consult a Financial Adviser on the **suitability** of the FTSE 100 Income Plan for your individual situation. This brochure does not constitute investment advice.

The Plan MAY be suitable for you if:

You can afford to lose some or all of your Capital.

You will not need access to your Capital for five years.

You would like to potentially receive income from your Capital.

You do not need growth from your Capital.

You have a minimum of £5,000 to invest.

You want your returns linked to stock market performance

The Plan MAY NOT be suitable for you if:

You cannot afford to accept any risk to your Capital.

You do not have readily accessible spare cash for emergencies.

You need capital growth from your money over the next five years.

You may need access to your capital before the Investment End Date in five years' time.

You want to add to your investment from time to time or at regular intervals.

You do not want your returns linked to stock market performance.

Your Capital is at risk and you could lose some or all of your Capital. You should take financial advice unless you understand these risks and are sure of the suitability of this investment for you.

You should only invest in this Plan if you do not need access to your money for the full Investment Term of five years. Early withdrawal may result in loss of Capital.

The Plan is designed to provide you with the potential for income payments which are dependent on the performance of the FTSE™ 100 Index. In order to achieve this level of income your Capital will be put at risk. If the FTSE™ 100 Index has fallen below 60% of its Initial Index Level during the Investment Term you may lose some or all of your Investment.

The Plan is subject to a maximum return and does not invest directly in the shares of the FTSE™ 100 Index companies and therefore does not receive dividends from those companies; as such the returns could be lower than if you invested directly in the shares of the Index.

If Morgan Stanley were to fail (e.g. become insolvent), you could lose some or all of your investment. As with all similar structured investments, **in the event of Counterparty insolvency you will not have recourse to the Financial Services Compensation Scheme.** It is you the investor who faces these risks rather than the Plan Manager, Walker Crips Structured Investments.

The Plan is not the same as a deposit account. A deposit account is considered a relatively safe way to invest and normally allows you ready access to your money. The FTSE 100 Income Plan gives you the opportunity to receive income payments from your money, however your total return could be lower than you would have received in a deposit account.



Who is eligible to invest?

Anyone aged 18 or over who is resident and ordinarily resident in the UK for tax purposes may invest in the Plan. There is no upper age limit. Direct investments may be in joint names. The Plan is also available for UK trustees (including trustees of pension schemes), UK corporates and UK charities, where the terms of the arrangement permit investments of this type.

How can I see a copy of the prospectus?

In addition to this brochure, further information on the types of securities Morgan Stanley issue, including those held in this plan, is available in the Prospectus. The Prospectus contains the full information and contractual terms for the securities. If you, or your adviser, would like to review the Prospectus before investing, an electronic copy is available on request from Morgan Stanley or Walker Crips Structured Investments.

How will I be kept informed of the progress of my investment?

When your application and payment are received, we will write to you with details of your Plan. We will send you statements twice a year until the Investment End Date so that you can keep track of your investment. You can also call Walker Crips Structured Investments to obtain a valuation on 020 3100 8880 and prices will be published on our website at www.wcgplc.co.uk/wcsi.

Can I change my mind?

Yes. When your Application Form is received, we will send you a cancellation notice. You will have 14 days from the date you receive this notice to return it. If this is before the Plan has purchased any securities, then you will receive your investment back in full with any accrued interest. If the Plan has purchased securities, then we will sell your holding and return the proceeds to you. You may get back less than you invested.

What is the early investment interest?

Walker Crips will pay interest on investments received up to the Investment Start Date from the date on which your cheque clears to and including the Investment Start Date. You will receive interest on your Initial Capital at a rate equivalent to the Walker Crips interest rate (currently 0.10% per annum). This interest will not be applied to your investment, but will be paid into your Walker Crips Account. No interest will be credited if the interest amount is less than £1. Please note that the interest may be subject to tax, depending on your personal circumstances.

Can I transfer my investments?

It is possible to transfer your Investments to another plan manager or custodian. Should you wish to request a transfer you should ensure that the plan manager or custodian accepts transfers of this type. There will be a transfer charge (see page 12) and you may also be charged by the new plan manager or custodian.

Can I withdraw my money?

You should be aware that the Plan is designed to be held for the full five year Investment Term. If your circumstances were to change and you needed access to your money, you may have to close your Plan. You can do this at any time but early encashment may result in loss of Capital, particularly in the early years of the Plan. Partial withdrawals from the Plan are not typically allowed but may be accepted at the discretion of the Plan Manager. If you need to close your Plan before the Investment End Date, you can instruct the Plan Manager to sell your holding. The Plan Manager would need to receive any such instruction in writing in order to arrange for the sale to be made. The amount you will receive will be determined by the market value of the underlying securities which are held on your behalf under the Plan. During the investment term this value may go up or down. An early withdrawal charge (see page 12) will be deducted should you close your Plan (or part of your Plan, if permitted) early.

What happens at the end of my investment?

Shortly before the Investment End Date, We will write to you regarding your options. You will normally receive financial settlement within 14 business days of the Plan maturing, provided that you complete and return the relevant documentation. Provision of proceeds from the Plan are dependent upon the Plan Manager's timely receipt of maturity proceeds from the Issuer. It may be possible to transfer the proceeds of the Plan into a new investment.

What happens if I die?

If you die before the Investment End Date, the Plan can be closed or transferred to another person. Your personal representatives should inform Walker Crips, and the Plan will be dealt with in accordance with their instructions. The Plan Manager will take instructions from the Trustees or Executors of the deceased with respect to disposals or cash withdrawals upon production of a Sealed Grant of Probate. There will be a charge levied for valuations and probate (see page 12).

What commissions are payable?

If you have a Financial Adviser, he or she will give you information about the cost of advice. Whether you receive advice or not, your Financial Adviser, if you have one, will receive a payment of up to 2.25% of your Initial Capital. The cost of this commission has been allowed for in the calculation of the returns from the Plan and no deductions will be made from your investment.

Are you charging me for this investment?

The costs of setting up and administering your Plan have been allowed for in the calculation of returns the Plan is designed to pay. The anticipated charges for this Plan will not exceed 4% of your Initial Capital, which includes any commission payment to your Financial Adviser. Due to the effect of these charges, if you close your Plan early you may receive back less than you invested, especially in the early years of the Plan.

There will be no charges to transfer cash proceeds from an investment at maturity. However, there will be instances where we need to cover our administration costs. The table below details a summary of our current charges.

Instance	Charge
If you wish to sell your holding and encash your plan prior to maturity.	£90.00
If you wish to transfer your holding to another plan manager or custodian prior to maturity.	£90.00
If you wish to transfer your ISA holding to another ISA manager prior to maturity.	£90.00
If we are requested to value your holding for Probate.	£30.00 per holding (maximum £150.00)
If you require any proceeds to be forwarded by same day transfer. (CHAPS)	£15.00

Please note we do not make any additional charges to transfer your cash by either standard electronic transfer (BACS) or by cheque.

How do I make a complaint?

If you wish to complain about any aspect of the service you have received from us, you may do so in writing to:

Compliance Department, Walker Crips Stockbrokers Ltd,
Finsbury Tower, 103 – 105 Bunhill Row, London EC1Y 8LZ.
Alternatively, you can call 020 3100 8880.

If you are not satisfied with the way Walker Crips handle your complaint, you may be entitled to take your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. 0845 080 1800. Please note that making a complaint will not prejudice your right to take legal proceedings.

Are there compensation arrangements?

Before the Investment Start Date, and when the Plan matures, your cash will be held in a client money account with an FSA regulated bank. This cash is protected in accordance with the Financial Services Authority's client money regulations. In the event that Walker Crips Stockbrokers Limited (the Plan Manager) becomes insolvent, your cash cannot be accessed by our creditors or the bank itself. If the bank holding your cash becomes insolvent, you may be entitled to claim compensation from the Financial Services Compensation Scheme (FSCS). The maximum compensation limit for cash accounts is currently £85,000 per person, per authorised institution. You should be aware, though, that all of your balances with any particular bank, including your personal accounts, would be aggregated in the event that the compensation scheme was triggered.

You do not have the right to claim compensation against Walker Crips, or from the FSCS, in relation to poor investment performance of the underlying securities of the Plan. Equally, if the issuer of the underlying securities (HSBC Bank plc) becomes insolvent, you will not be entitled to claim compensation. However, in other circumstances where you may be entitled to make a valid claim against the Plan Manager or your Financial Adviser and they are unable to meet their liabilities in full, the maximum compensation limit for investments is currently £50,000 per person.

For further information about the scheme contact the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN. 0800 678 1100. Or visit the FSCS website at www.fscs.org.uk

Terms and Conditions

Definitions:

- (i) **'Account'** means your Walker Crips Account, which is in your name and that holds your Capital, any interest earned and your investment in the FTSE 100 Income Plan - Issue One.
- (ii) **'Application Form'** means the FTSE 100 Income Plan - Issue One application for an Account.
- (iii) **'Associated Companies'** mean any agent with delegated authority under Section 16 of these Terms and Conditions.
- (iv) **'Calculation Agent'** means the calculation agent assigned by the Issuer of the Investments in order to determine the maturity proceeds of the investment.
- (v) **'Closing Level'** means the official daily closing level of the Index as published by the Index Sponsor in relation to each Scheduled Trading Day during the Investment Term.
- (vi) **'Counterparty'** means Morgan Stanley.
- (vii) **'Dealing Date'** means the business day on which we receive your instruction, or if any such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (viii) **'Direct Account'** means any part of the FTSE 100 Income Plan - Issue One.
- (ix) **'Extraordinary Event'** means an Extraordinary Event as determined by the Calculation Agent (acting in good faith and in a commercially reasonable manner) in accordance with the terms and conditions of the underlying securities.
- (x) **'Final Index Level'** means the closing level of the FTSE™ 100 Index on the Investment End Date.
- (xi) **'FSA'** means the Financial Services Authority.
- (xii) **'FSA Handbook'** means the FSA Handbook of Rules and Guidance as amended from time to time.
- (xiii) **'FTSE™ 100 Index'** is an Index of shares that measures the performance of the 100 largest companies in the UK by market capitalisation.
- (xiv) **'Index'** means the FTSE™ 100 Index.
- (xv) **'Index Sponsor'** is FTSE International Limited, a UK incorporated company which calculates the Index and which is owned jointly by the London Stock Exchange and the Financial Times, and includes any successor or additional sponsor(s).
- (xvi) **'Initial Capital'** or 'Capital' means the money that you initially subscribed to invest into the Plan.
- (xvii) **'Initial Index Level'** means the Closing Level of the FTSE™ 100 Index on the Investment Start Date.
- (xviii) **'Investments'** means the securities the Plan Manager purchases and holds on your behalf under the Plan.
- (xix) **'Investment End Date'** means the 7th October 2016 or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (xx) **'Investment Objective'** means the objective of securing the return described in the brochure to which these Terms and Conditions are attached.
- (xxi) **'Investment Start Date'** means the 7th October 2011, or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (xxii) **'Investment Term'** means the period from the Investment Start Date to the Investment End Date.
- (xxiii) **'Issuer'** means Morgan Stanley
- (xxiv) **'Maturity Date'** means the date on which the Investments mature, expire, are sold on your behalf or otherwise settle the proceeds due.
- (xxv) **'Nominee'** means WB Nominees Limited or such other firm as the Plan Manager shall appoint to act as custodian.
- (xxvi) **'Plan'** means the FTSE 100 Income Plan, comprising the Investments subscribed for in your Account, as specified in your Application Form(s).
- (xxvii) **'Plan Manager'** means Walker Crips Structured Investments, a trading name of Walker Crips Stockbrokers Limited, which is authorised and regulated by the Financial Services Authority and bound by its rules.
- (xxviii) **'Regulations'** mean for the ISA accounts the ISA Regulations 1998 as amended from time to time. The Plan Manager will manage the ISA Account in accordance with the Regulations.
- (xxix) **'Scheduled Trading Day'** means a day on which the London Stock Exchange or other relevant exchange and the London International Financial Futures and Options Exchange (LIFFE) are scheduled to be open for trading for their respective regular trading sessions.
- (xxx) **'Walker Crips'** means as appropriate, Walker Crips Stockbrokers, Walker Crips Structured Investments or the Nominee.

The Plan Manager provides the FTSE 100 Income Plan - Issue One to you on the following Terms and Conditions (of which the Application Form is a part):

1. On the receipt of a duly completed Application Form and cheque (or banker's draft, telegraphic transfer or any other means acceptable to the Plan Manager) the Plan Manager may accept your application subject to these Terms and Conditions. The Plan Manager reserves the right to reject an application for any reason. The Plan is not available to US Persons. The Plan Manager will give you the right to cancel your Plan within 14 days of the Plan Manager's acceptance of your Application Form. You will be informed of your right to cancel in documents that the Plan Manager sends you at the relevant time. Alternatively you can write to Walker Crips Structured Investments, Finsbury Tower, 103-105 Bunhill Row, London EC1Y 8LZ. If you do so, please provide your name and address and the account number with clear instructions to cancel your investment. If the Plan Manager receives your cancellation notice after the close of the offer period, it will return to you any cash subscriptions in the Plan, with any accrued interest, less an allowance for a reduction in the market value of the Investments if applicable. You might not get back the amount originally invested in the Plan.

Where you do not exercise your cancellation rights, or you do not exercise them within the period allowed for, the Plan will continue in line with the Terms and Conditions.

2. We will classify you as a retail client as defined in the FSA Handbook, unless we inform you otherwise.
3. You must subscribe to your ISA Account with your own (or your spouse's) cash or by transfer of cash from an existing ISA account. Transfers of cash from existing ISA accounts will normally be arranged with the existing ISA managers. Once the cash from the existing ISA accounts has been transferred, your Account will be subject to these Terms and Conditions. In respect of an ISA transfer, a cancellation notice will be sent to you after the funds are received from your previous ISA manager. If, following an ISA transfer you cancel your ISA Account, you may lose the favourable tax treatment applicable. The Plan Manager reserves the right to withhold any amounts under £1 which cannot be applied to the Plan. The remaining pence will not be returned to you.
4. All transactions relating to this Plan are covered by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 (as amended from time to time) and the guidance notes provided by the Joint Money Laundering Steering Group. The Plan Manager is responsible for compliance with these regulations. You may be asked for proof of identity and evidence of address when investing or on early withdrawal or maturity. The Plan Manager may also make enquiries of third parties in verifying identity. This would include electronic verification through a third party provider.
5. Individual Savings Accounts ('ISAs') can be either a Stocks and Shares ISA or a Cash ISA. The FTSE 100 Income Plan - Issue One is only eligible for Stocks and Shares ISA subscription. For the tax year 2011/2012, you must not have subscribed and may not subscribe to another Stocks and Shares ISA in the same tax year. You may, however, invest in a Cash ISA in the same tax year if you have not used the maximum ISA allowance of £10,680 in your Stocks and Shares ISA. The maximum you can invest in a Cash ISA is £5,340. The maximum you can invest in a combination of a Stocks and Shares ISA and a Cash ISA is £10,680 per tax year. Individuals can transfer money saved in Cash ISAs into Stocks & Shares ISAs without affecting their annual Stocks & Shares ISA

allowance. Cash ISAs transferred in this way will lose their Cash ISA status and will form part of your accumulated Stocks & Shares ISAs.

6. You will immediately inform the Plan Manager in writing if you cease to be a qualifying individual for the purposes of the Regulations. The Plan Manager will notify you if, by reason of any failure to satisfy the provisions of the Regulations, an ISA has, or will, become void.
7. The Plan Manager shall not accept any further amounts into an ISA Account if the Regulations no longer give you the right to invest in that ISA Account.
8. The Plan Manager will hold any cash in your Plan in a sterling deposit client account or accounts in accordance with the FSA Handbook. All client account money will be segregated from the funds belonging to Walker Crips Stockbrokers Ltd. Therefore, in the event of insolvency or default by the bank, any shortfall in client money may be shared pro rata among all clients.
9. Early investment interest will be paid on subscriptions received prior to the closing date. Interest will begin to accrue once your cheque clears at the Walker Crips interest rate (currently 0.10%) per annum, up to and including the Investment Start Date. The amount of interest will be paid into your Walker Crips Account. No interest will be credited if the interest amount is less than £1 in any quarter. Interest will be credited gross, however, you may be liable for tax, depending on your personal circumstances.
10. Other cash balances held in your Plan will earn interest at the prevailing Walker Crips rate. The current Walker Crips interest rate scales are available on request. No interest will be credited if the interest amount is less than £1 in any quarter. The interest rate payable will not be lower than 0%.
11. Your investment in the Plan includes an agreement to purchase Investments for your Account. These Investments are Medium Term Notes, which have been structured with a view to meeting the Investment Objective of the Plan. Investment in the Plan will not commit your funds to any extent beyond the amount invested by you.
12. Under the terms of the Plan, the Investment End Date will occur on 7th October 2017. This is explained in the brochure to which these Terms and Conditions are attached, entitled 'The FTSE 100 Income Plan - Issue One' under the section headed 'Return of Capital'. The Investments in your Plan will be exercised or mature on the Maturity Date. The Investments are structured so that their value on that date will correspond to the amount you are due to receive from your Plan in accordance with the Investment Objective. The Plan Manager will contact you prior to the Maturity Date to inform you of any action required by you. The Plan Manager may, at its discretion, repay maturity proceeds to you by transferring the funds into the bank or building society account from where the initial capital investment originated. Should this occur, you will be informed in writing by the Plan Manager.
13. For UK residents, under current legislation, the proceeds of an ISA Account will not be subject to either UK income tax or UK Capital Gains Tax and any gains or losses on your investment will be disregarded for the purposes of UK Capital Gains Tax. Where Investments are held through a Direct Account, you may be subject, depending on your personal circumstances, to UK tax on any income received. These statements are based on current legislation, regulations and practice, all of which may change.

14. The Principles for Businesses of our regulator, the FSA, say that a firm must manage conflicts of interest fairly, both between itself and its customers and between one customer and another. Walker Crips Structured Investments has a policy to assist it in meeting this principle, as it is required to do by the regulator. In our policy, we have identified types of potential conflict that may arise in the course of providing services to our customers. Our aim is to ensure any such conflicts are properly managed. We keep a record of these and monitor the organisational and administrative arrangements we have to manage them. The types of conflict we monitor and manage are those which could weaken our internal controls and lead to unfair treatment of clients. They cover areas like gifts and hospitality, personal dealings, commissions, fees and remuneration, security of information, commercial interests and fair dealing as between one client and another. Further details can be sent on request.
15. Your Investments will be registered in the name of, and documents of title if any will be kept in the custody of, the Nominee, who is not authorised under the Financial Services and Markets Act 2000 and for whose acts and omissions the Plan Manager accepts responsibility. Such documents shall not be lent to any third party and money may not be borrowed on your behalf against the security of those documents.
16. Your Investments will be registered collectively in the name of the Nominee and although the amount of Investments that you hold will be recorded and separately identified by the Plan Manager, your holding may not be identifiable by separate documents or certificates of title. Therefore, in the event of insolvency or default, any shortfall in the Investments may be shared pro rata among all investors in the FTSE 100 Income Plan - Issue One.
17. The Plan Manager will maintain insurance cover to indemnify you against, inter alia, misappropriation of funds or securities by any employee of the Plan Manager. You will indemnify the Plan Manager and the Nominee against any liability or loss which the Plan Manager or the Nominee may suffer or incur (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) in the proper course of administering your Account, except to the extent arising from any negligence, willful default or fraud on the part of the Plan Manager or the Nominee.
18. At all times you or your nominated agent may request sight or a copy of entries in the Plan Manager's records relating to your Investments in accordance with the rules of the FSA Handbook. Such records will be maintained for a minimum of seven years after the Investment Start Date.
19. The Plan Manager will supply you semi-annually with a report on the value of the Investments held through your Account.
20. The Plan Manager may employ agents in connection with the services it is to provide and may delegate any or all of its powers or duties to any delegate(s) of its choice in accordance with the Regulations. The Plan Manager will satisfy itself that any person to whom it delegates any of its functions or responsibilities under these Terms and Conditions is competent to carry out those functions or responsibilities. The Plan Manager shall not be liable for the negligence or misconduct of any such agent or delegate, except where it has been negligent in its choice of such agent or delegate, not excluding or restricting any liability towards you to which, by virtue of the Regulations, the Financial Services and Markets Act 2000, or the FSA Handbook, the Plan Manager may be subject.
21. The Plan or any Account may be terminated immediately by the Plan Manager on giving written notice to you if in its opinion it is impossible to administer the Plan or that Account in accordance with the FSA Handbook or Regulations or if you are in breach of the Regulations.
22. The ISA Account will terminate automatically with immediate effect if it becomes void under the Regulations. The Plan Manager will notify you in writing if the ISA becomes void.
23. The Plan Manager may terminate the Plan on one month's notice if you fail to pay any money due under these Terms and Conditions.
24. You may terminate the Plan or any Account at any time by giving written notice to that effect to the Plan Manager. The notice must specify whether you wish the proceeds from the sale of the Investments to be paid directly to you or to be transferred to another plan manager. The Dealing Date will be immediately after we have received and processed your instruction. If a Dealing Date is not a Scheduled Trading Day, we will sell your holding on the following day which is a Scheduled Trading Day. There will be a restricted market in the sale of Investments. Early encashment may result in a loss of Capital. An early withdrawal fee of £90 will be charged.
25. Termination of the Plan or any Account will be without prejudice to the settlement of any outstanding fees and will not affect any legal rights or obligations which may have already arisen or any provision of these Terms and Conditions which is expressly or by necessary implication intended to survive termination. On termination, the Plan Manager will promptly account to you for the proceeds of sale of the Investments held through your Plans save that it will be entitled to retain any funds required to pay any outstanding tax or other amounts payable from the Plan.
26. On your death, your Plan will be dealt with in accordance with the instructions of your personal representatives. The Plan Manager will continue to hold your assets until instructions are received from your personal representatives. Your personal representatives can sell your Investments or transfer them to your beneficiaries. The Plan Manager is entitled to deduct any withdrawal fees. A maximum charge of £150 will be levied for valuations for probate.
27. The returns which you are due to receive, in accordance with the Investment Objective, are net of all anticipated charges and expenses (excluding any tax that you may be liable to pay, or charges we may reasonably require you to pay in respect of significant taxation changes). The charges exclude any such tax or charges for taxation changes, but include commission which may be paid to any financial adviser who arranged the investment. No other charges are anticipated. The charges for this product will not exceed 4.0%, taken on the Investment Start Date, although if the Plan Manager has to buy further investments to meet additional demand this figure may vary. This would not affect the returns described in this brochure. If you terminate your Plan before maturity, a charge of £90 will be deducted. The charges taken at the Investment Start Date will not be rebated. If however you exercise your cancellation rights, you will receive a full refund of any charges. Please note that it is possible that you will be liable to pay additional taxes or costs that are not paid, or imposed, by us.

28. Part of the fees and charges described in clause 27 above may be paid to a Financial Adviser, who has provided you with advice or otherwise arranged your investment, as commission. The maximum commission payable is expected to be 2.25% of the consideration paid by you when we purchase Investments for your Plan on your behalf. We will confirm the commission rate paid to your adviser as a percentage of consideration when we write to you to confirm the purchase of Investments.

29. Where your adviser chooses to take less than the maximum commission, we will discount the Plan by the difference between the maximum commission rate and the actual commission rate. As a result, we will be able to purchase a greater amount of Investments for your Plan on your behalf.

30. The Plan Manager may vary these Terms by giving you reasonable written notice:

- (a) to comply with any changes to the Regulations, other relevant legislation, HM Revenue & Customs practice and the FSA Rules (or the way they are applied);
- (b) to make them fairer to you or to correct a mistake (provided this correction would not adversely affect your rights); or
- (c) in order to manage your Plan more effectively, or to introduce additional facilities or options within your Plan.

The Plan Manager will notify you of any such change as soon as is reasonably practicable after the change has been made, if you have not been given prior notice.

31. Notices will be duly given by the Plan Manager and sent to the last address notified to the Plan Manager by the Investor.

32. The Plan Manager will exercise due care and diligence in managing your Plan. However, the Plan Manager and its Associated Companies will not be liable to you:

- (a) for any default by the Issuer,
- (b) for any default by any securities depository with whom your Investments are deposited;
- (c) for any loss, depreciation or fluctuation in the value of the Investments held within your Plan, except as a result of fraud, negligence or willful default by the Plan Manager or any Associated Company;
- (d) for any adjustments or terminations provided for in the Terms of the Investments as described below and in clause 33.
- (e) if the Plan Manager cannot carry out its responsibilities because of circumstances beyond its reasonable control; or
- (f) for the acts or omissions of any professional adviser who arranged your investment in a Plan.

The Plan Manager will exercise its authority under these Terms in an appropriate way. However, whilst the Investments will be structured with a view to meeting the Investment Objective on the Maturity Date, the Plan Manager is unable to (and does not) ensure that the Investment Objective will be met. You acknowledge that you have read and understood these Terms and the risk factors set out in the brochure provided to you in connection with your Plan. In particular, you acknowledge that your entitlement under the Plan is dependent on the exact terms of issue of the Investments. These may contain provisions allowing for (a) adjustments to the timing of calculation of entitlements and (b) the termination of the Investments, including (without limitation) in circumstances where the Counterparty is in default. Investors needing a fuller understanding of the detailed risks under the Investments are referred to

the Prospectus for the securities (a copy of which shall be made available upon request from the Counterparty or the Plan Manager). No provision in these Terms will operate so as to exclude or limit the liability of the Plan Manager to the extent that this would be prohibited by law or the FSA Rules.

33. If a market disruption event, Extraordinary Event or any adjustment event occurs, the Calculation Agent may make necessary adjustments to the terms of the Investments in their sole and absolute discretion, acting in good faith and in a commercially reasonable manner. This may include termination of the Investments.

Market disruption events include, but are not limited to, the calculation or publication of the Index level by the relevant Index Sponsor on a Scheduled Trading Day being disrupted, altered or delayed or a disruption occurring to the London Stock Exchange, New York Stock Exchange and/or the LIFFE.

Extraordinary Events include, but are not limited to, a fundamental change to the method of calculation of either Index, either Index not being published for 30 consecutive days or the announcement that publication of the Index is to cease.

Examples of adjustments that may need to be made include, but are not limited to: postponing taking the level of either Index on the date which such event occurs, using a reasonable alternative method of calculating or estimating the value of either Index, selecting an appropriate substitute index.

34. You authorise the Plan Manager to provide HM Revenue & Customs with all relevant particulars of the Direct Account and its investments which HM Revenue & Customs may reasonably request at any time.

35. At all times during the continuance of the Plan, you will remain the beneficial owner of the Investments held in the Plan and the Plan must not be used as security for a loan. You may not dispose of or transfer an interest in any Investment held in the Plan, and may not create (or have outstanding) any charge or security on or over any Investment.

36. The Nominee will hold the voting rights (if any) in relation to the Investments in your Plan. The Nominee will have the right to exercise such voting rights (or abstain from exercising them) at its discretion. If you request, the Plan Manager will send you copies of the annual report and accounts and other information which is issued to holders of Investments in your Plan. To make this request please write to Walker Crips Structured Investments.

37. At your request, the ISA Account may be transferred to another ISA manager.

38. Partial withdrawals or partial transfers may be permitted at the Plan Manager's discretion. The withdrawal fee of £90 will be charged for each partial transfer.

39. For your security and for training and monitoring purposes telephone conversations may be recorded.

40. The Plan Manager shall continue to treat unclaimed maturity or allocated funds as client money, in accordance with the FSA Handbook, for a period of six years. (Interest will not be paid on such funds). The Investor consents to any money held in a client account for more than six years being released and no longer treated as client money in accordance with the client money regulations of the FSA Handbook.

41. In the event of any failure, interruption or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, insolvency of third parties or failure of third parties to carry out their obligations, acts of governmental or supranational authorities, or any other event or circumstance whatsoever not reasonably within its control, the Plan Manager shall not be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.
42. Nothing in these Terms and Conditions shall restrict the Plan Manager's right to provide investment services to others.
43. These Terms and Conditions shall be governed by English Law and will become effective on acceptance by the Plan Manager of your signed Application Form. The Plan Manager will write and speak to you in English throughout the duration of your investments.
44. The value of the investments may fall as well as rise due to market movements and, where applicable, exchange rate fluctuations.
45. The levels and bases of taxation and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances.
46. If you make a valid claim against the Plan Manager or your Financial Adviser in respect of the investments arranged for you under these Terms and Conditions and they are unable to meet their liabilities in full, you may be entitled to compensation from the Financial Services Compensation Scheme. Most types of investment business are covered, the maximum compensation is £50,000. Details of the cover provided by the Scheme are given in a leaflet which the Plan Manager will send to you at your request. Further information is available from the FSA and the Financial Services Compensation Scheme. If the performance of the investments does not match any illustrated benefits there will not, for that reason alone, be any entitlement to any compensation under the Financial Services Compensation Scheme.
47. Any complaint about any aspect of the service received should be made to The Compliance Department, Walker Crips Structured Investments, Finsbury Tower, 103 – 105 Bunhill Row, London EC1Y 8LZ, United Kingdom 020 3100 8880. If your complaint is not dealt with to your satisfaction, you can complain to the Investment Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Important information

This document has been approved as a Financial Promotion in accordance with Section 21 of the Financial Services and Markets Act 2000 by Walker Crips Stockbrokers Limited (WCSB), which is a member of the London Stock Exchange and is authorised and regulated by the Financial Services Authority, 25 North Colonnade, Canary Wharf, London E14 5HS. FSA Registration Number: 226344. The Plan is managed by Walker Crips Structured Investments which is a trading name of Walker Crips Stockbrokers Limited. Registered Office: Finsbury Tower, 103 – 105 Bunhill Row, London EC1Y 8LZ, United Kingdom. Principals and associates of WCSB may have a position in the securities mentioned herein. Consequently, in line with the Financial Services Authority rules on conflict of interest, WCSB research in these areas cannot be classified as impartial within the Financial Service Authority's definition and it should not be relied upon as independent or objective. Prices and factual details are deemed to be correct at the time of publication but may change subsequently. The publication has been prepared with all reasonable care and is not knowingly misleading in whole or in part. Expressions of opinion are subject to change without notice. This marketing communication has not been prepared in accordance with legal requirements to promote the independence of investment research and is not subject to prohibitions on dealing ahead of the distribution of research. It is important to remember that the value of investments can go down as well as up and investors may not realise the value of their initial investment. Recommendations may or may not be suitable for all recipients of this publication and if you have any doubts, you should seek advice from your investment adviser. We cannot, however, accept responsibility for any losses which may be incurred by a client acting on such recommendations. This marketing communication is confidential and supplied to you for information purposes only. It may not (directly or indirectly) be reproduced, further distributed to any person or published, in whole or in part, for any purpose whatsoever. Neither this document, nor any copy of it, may be taken or transmitted into the United States or into any jurisdiction where it would be unlawful to do so. Any failure to comply with this restriction may constitute a violation of relevant local security laws.

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If for any reason we are unable to purchase securities to fulfill the commitments set out in the brochure, your subscription will be returned to you together with any interest earned to the date of repayment.

If you have any enquiries about this investment, consult your Financial Adviser or contact Walker Crips Structured Investments on:

Telephone 020 3100 8880

Fax 020 3100 8001

Email wcsi@wcgplc.co.uk

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