

# MG01

## Particulars of a mortgage or charge



231140/18

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT**  
You cannot use this form  
particulars of a charge for  
company. To do this, please  
form MG01s

FRIDAY



A30 "A1HX52MA" #273  
21/09/2012  
COMPANIES HOUSE

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### Company details

Company number 0 2 7 1 1 0 0 6  
Company name in full J P Morgan Securities plc

25 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation d0 d4 m0 m9 y2 y0 y1 y2

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### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A supplemental deed dated 4 September 2012 between J P Morgan Securities  
plc (formerly known as J P Morgan Securities Ltd ) (the **Chargor**) and  
JPMorgan Chase Bank, N.A (the **Security Trustee**) (the **Deed**)

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of the Chargor to the Finance Parties  
(as defined below) under the Finance Documents (as  
defined below) (the **Secured Liabilities**)

(Please see continuation sheets for definitions )

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name JPMorgan Chase Bank, N A as Security Trustee

Address 270 Park Avenue, New York, NY 10017-2070

United States of America

Postcode

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see continuation sheets below

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X On behalf of the Chargee

*Allen + Overy LLP.*

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Monsicha Pongrujakorn

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030880000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

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### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

#### 1. CREATION OF SECURITY

1 1 All the security created under the Deed

- (a) is created in favour of the Security Trustee,
- (b) is created over present and future assets of the Chargor,
- (c) is security for the payment of all the Secured Liabilities, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

1 2 The Security Trustee holds the benefit of the Deed on trust for the Finance Parties in accordance with the Facilities Agreement Notwithstanding (but without prejudice to) the previous sentence, Clause 1 3 (*Third Parties Act*) of the Facilities Agreement applies to the Deed

1 3 Without prejudice to the Security created by the Security Agreement, which (save to the extent released under Clause 4 (*Release of Security*) of the Deed) shall continue in full force and effect, the Chargor charges by way of a first fixed charge all of its present and future claims or rights to, or in respect of

- (a) all the securities from time to time recorded in, and represented by, the Additional Non-English Securities Collateral Accounts (and includes all claims and rights of the Chargor thereto or in respect thereof under the relevant Custody Agreement(s)),
- (b) any dividend, interest or other distribution paid or payable in relation to any securities referred to in paragraph (a) above and any right, money or property accruing or offered at any time in relation to any such securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and
- (c) all the debts from time to time owed by the Custodians to the Chargor represented by the credit balances from time to time on the Additional Non-English Cash Collateral Accounts

#### 2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or permit to subsist any Security on any Security Asset the subject of the Security created by the Deed except under a Security Document, or
- (b) sell, transfer, license, lease or otherwise dispose of any Security Asset the subject of the Security created by the Deed except as expressly allowed under the Facilities Agreement

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>3. DEFINITIONS AND INTERPRETATION</b></p> <p><b>3.1 Definitions</b></p> <p>In this form MG01 the following terms have the following meanings</p> <p><b>Additional Non-English Cash Collateral Account</b> means each cash account (other than a segregated client account) set out in Schedule 1 (<i>Non-English Collateral Accounts</i>) hereto which</p> <p>(a) is not an English Cash Collateral Account, and</p> <p>(b) was not listed in Schedule 1 (<i>Non-English Collateral Accounts</i>) to the Security Agreement (immediately before its amendment by the Deed),</p> <p>and each successor or replacement account of any such account,</p> <p><b>Additional Non-English Securities Collateral Accounts</b> means each securities account (other than a segregated client account) set out in Schedule 1 (<i>Non-English Collateral Accounts</i>) hereto which</p> <p>(a) is not an English Securities Collateral Account, and</p> <p>(b) was not listed in Schedule 1 (<i>Non-English Collateral Accounts</i>) to the Security Agreement (immediately before its amendment by the Deed),</p> <p>and each successor or replacement account of any such account,</p> <p><b>Agent</b> means JPMorgan Chase Bank, N A</p> <p><b>Custodian</b> means each of</p> <p>(a) the English Custodian, and</p> <p>(b) each other custodian which from time to time maintains any Non-English Cash Collateral Account or Non-English Securities Collateral Account for the account of the Chargor</p> <p><b>Custody Agreement</b> means each of</p> <p>(a) the English Custody Agreement, and</p> <p>(b) each other custody agreement from time to time entered into between the Chargor and any applicable Custodian in relation to any Non-English Cash Collateral Account and/or Non-English Securities Collateral Account</p> <p><b>English Blocked Account Agreement</b> means the collateral management blocked account agreement dated on or about the date of the Facilities Agreement between JPMorgan Chase Bank, N A, London branch (in its capacity as custodian under the English Custody Agreement), the Chargor and the Security Trustee</p>	

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## Particulars of a mortgage or charge

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	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>English Cash Collateral Account</b> means each cash account (other than a segregated client account) from time to time maintained by the English Custodian for the account of the Chargor under the English Custody Agreement (including, without limitation, any cash account referred to in Clause 2 4 (Further accounts) of the Security Agreement</p> <p><b>English Custodian</b> means JPMorgan Chase Bank, N A , London Branch</p> <p><b>English Custody Agreement</b> means the global custody agreement dated 20 January 2004 between the English Custodian and the Chargor</p> <p><b>English Securities Collateral Account</b> means each securities account (other than a segregated client account) from time to time maintained by the English Custodian for the account of the Chargor under the English Custody Agreement (including, without limitation, the Specified Securities Collateral Account (as defined in the English Blocked Account Agreement) and any securities account referred to in Clause 2 4 (Further accounts) of the Security Agreement</p> <p><b>Facilities Agreement</b> means the US\$80,000,000,000 facilities agreement dated 25 February 2011 between (among others) the Chargor, JPMorgan Chase Bank, N A as Original Lender and the Security Trustee</p> <p><b>Finance Document</b> means</p> <ul style="list-style-type: none"> <li>(a) the Facilities Agreement,</li> <li>(b) each Security Document,</li> <li>(c) the GMRA and each confirmation or other evidence of a Qualifying Repo Transaction entered into under the GMRA,</li> <li>(d) each Repurchase Service Agreement, and</li> <li>(e) each other document designated as such by the Agent and the Borrower</li> </ul> <p><b>Finance Parties</b> means the Agent, the Security Trustee or a Lender</p> <p><b>GMRA</b> means the Global Master Repurchase Agreement in the standard form published by The Bond Market Association (October 2000 Version) dated on or about the date of the Facilities Agreement together with any annexes thereto (as amended and supplemented from time to time) entered into between the Original Lender and the Borrower and any similar agreement (which has been designated by the parties thereto and the Agent as a GMRA for the purposes of the Facilities Agreement) between any other Lender and the Borrower, in each case, for the purpose of documenting Repo Transactions</p> <p><b>Korean Custody Agreement</b> means the Custodian Agreement (Multi-Direct Model) between Standard Chartered First Bank Korea Limited (in its capacity as custodian) and the Chargor</p> <p><b>Korean Pledge Agreement</b> means the pledge agreement dated on or about the date of the Facilities Agreement between the Chargor and the Security Trustee, which creates Security over all of the Chargor's rights over various accounts of the Chargor maintained by Standard</p>

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Particulars of a mortgage or charge

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Chartered First Bank Korea Limited, in its capacity as custodian under the Korean Custody Agreement</p> <p><b>Lender means</b></p> <p>(a) the Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with Clause 25 (Changes to the Lenders) of the Facilities Agreement,</p> <p>which in each case has not ceased to be a party to the Facilities Agreement in accordance with the terms of the Facilities Agreement</p> <p><b>Non-English Cash Collateral Account</b> means each cash account (other than a segregated client account) listed in Schedule 1 (Non-English Collateral Accounts) hereto which is not an English Cash Collateral Account, and each successor or replacement account of any such account</p> <p><b>Non-English Securities Collateral Account</b> means each securities account (other than a segregated client account) listed in Schedule 1 (Non-English Collateral Accounts) hereto particulars which is not an English Securities Collateral Account, and each successor or replacement account of any such account</p> <p><b>Original Lender</b> means JPMorgan Chase Bank, N A</p> <p><b>Qualifying Repo Transaction</b> means a repurchase transaction entered into under the GMRA</p> <p><b>Repo Transaction</b> means a Facility A Repo Transaction or a Facility B Repo Transaction (each as defined in the Facilities Agreement)</p> <p><b>Repurchase Service Agreement</b> means the repurchase service agreement between the Original Lender (as purchaser), the Borrower (as seller) and Euroclear Bank (including any profiles annexed thereto) and any similar agreement (which has been designated by the parties thereto and the Agent as a Repurchase Service Agreement for the purposes of the Facilities Agreement) between any other Lender and the Borrower</p> <p><b>Security</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>Security Agreement</b> means a security agreement originally dated 25 February 2011 between the Chargor and the Security Trustee</p> <p><b>Security Assets</b> means all assets of the Chargor the subject, or expressed to be the subject, of the Security under the Deed</p> <p><b>Security Document</b> means</p> <p>(a) the English Blocked Account Agreement,</p> <p>(b) the Security Agreement,</p>	



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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(c) the Korean Pledge Agreement,</p> <p>(d) the U S Control Agreement,</p> <p>(e) the U S Security Agreement, or</p> <p>(f) any other document entered into by the Chargor from time to time evidencing or creating security over any asset of the Chargor to secure any obligation of the Chargor to a Finance Party under the Finance Documents entered into by the Chargor from time to time</p> <p><b>Specified Securities Collateral Account</b> has the meaning given to it in the English Blocked Account Agreement</p> <p><b>U.S. Control Agreement</b> means the securities account control agreement dated on or about the date of the Facilities Agreement between J P Morgan Clearing Corp (in its capacity as clearing broker), the Chargor and the Security Trustee, which is entered into in connection with the U S Security Agreement</p> <p><b>U.S. Security Agreement</b> means the New York law governed pledge agreement dated on or about the date of the Facilities Agreement between the Chargor and the Security Trustee, which creates Security over various accounts of the Chargor maintained by J P Morgan Clearing Corp in its capacity as broker of the Chargor under an institutional account agreement</p> <p><b>SCHEDULE 1 – NON-ENGLISH COLLATERAL ACCOUNTS</b></p> <p><i>See next page</i></p>	









## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2711006  
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 4  
SEPTEMBER 2012 AND CREATED BY J.P. MORGAN SECURITIES  
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO JPMORGAN CHASE BANK, N.A. AS  
SECURITY TRUSTEE ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 21 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER  
2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES