



Registration of a Charge

Company name: **J.P. MORGAN SECURITIES PLC**

Company number: **02711006**



X5YJ3XCI

Received for Electronic Filing: **20/01/2017**

Details of Charge

Date of creation: **13/01/2017**

Charge code: **0271 1006 0049**

Persons entitled: **UBS LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2711006

Charge code: 0271 1006 0049

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2017 and created by J.P. MORGAN SECURITIES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2017 .

Given at Companies House, Cardiff on 23rd January 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified that, save for material redacted pursuant to
Section 859G of the Companies Act 2006, this copy
instrument is a correct copy of the original instrument.
Linklaters LLP 18/01/17

ISDA/Euroclear Security Agreement Amendment Agreement

AMENDMENT

dated as of 13 January 2017

to the

ISDA EUROCLEAR SECURITY AGREEMENT

Between

J.P. MORGAN SECURITIES PLC
("Security-provider")

and

UBS LIMITED
("Security-taker")

dated 16 August 2016

(the "Agreement")

relating to the

ISDA Master Agreement

(as defined in Section 21 (Definitions) of the Agreement)

between Security-provider and Security-taker

dated as of 29 January 2015

and the

Collateral Transfer Agreement

(as defined in Section 21 (Definitions) of the Agreement)

between the Security-provider and Security-taker

dated 16 August 2016

The parties have previously entered into the Agreement and have now agreed to amend the Agreement by the terms of this amendment (this "Amendment").

The specific modifications that the parties wish to incorporate in the Agreement are set forth in the Attachment to this Amendment (the "Attachment"). The purpose of this Amendment is to amend the Agreement on the terms set forth in the Attachment.

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Amendment of the Agreement

With effect from the date of this Amendment, the Agreement is amended in accordance with the amendments set forth in the Attachment.

2. Representations

Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment.

3. Negative pledge

For the avoidance of doubt, Section 6.1 (*Security*) of the Agreement shall apply in relation to the first priority pledge (*shichiken*) in the Euroclear Collateral which is Japanese Collateral created pursuant to this Amendment.

4. Miscellaneous

(a) Entire Agreement; Restatement.

(i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(ii) Except for any amendment to the Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Agreement will be to the Agreement, as amended by this Amendment.

(b) **Amendments.** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement.

(c) **Counterparts.** This Amendment may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.

(d) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) **Governing Law.** This Amendment and any non-contractual obligations arising out of or in connection with this Amendment will be governed by and construed in accordance with Belgian law.

(f) **Choice of Forum.** The courts of Brussels, Belgium have exclusive jurisdiction to settle any dispute arising out of or in connection with this Amendment (including a dispute relating to the existence, validity, interpretation, performance, breach or termination of this Amendment or any non-contractual obligation arising out of or in connection with this Amendment).

IN WITNESS WHEREOF the parties have executed this Amendment on the date specified on the first page of this Amendment in 2 originals.

If not executed in Belgium: For documentary duty purposes, this Amendment was executed outside of Belgium.

J.P. MORGAN SECURITIES PLC

UBS LIMITED

(Name of Security-provider)

(Name of Security-taker)

By:

Name: Josef Woerdemann
Title:
Date:

By:

Name:
Title:
Date:

IN WITNESS WHEREOF the parties have executed this Amendment on the date specified on the first page of this Amendment in 2 originals.

If not executed in Belgium: For documentary duty purposes, this Amendment was executed outside of Belgium.

J.P. MORGAN SECURITIES PLC

UBS LIMITED

.....
(Name of Security-provider)

.....
(Name of Security-taker)

By:

Name:

Title:

Date:


By:

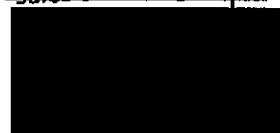

Name:

Title:

Date:

Thomas Shaw





Richard Lamb



ATTACHMENT

Amendments to the Agreement

1. The Agreement is amended in the manner set out below:

Section 22.3 "*Other Provisions*" of the Agreement is hereby deleted in its entirety and replaced with the following:

"22.3 Other Provisions.

- (a) Sub-section 8.1(c) (*General*) shall be deleted and replaced with the following:

"(c) thirdly, in or towards payment of any Secured Liabilities (other than as described in Sub-section 8.1(a) and (b) above) due to the Security-taker."

- (b) **Japanese Collateral Provisions (*Shichiken*)**

- (i) The header shall be amended by adding "and Japanese Law in relation to the Japanese law pledge (*shichiken*)" after "subject to Belgian law".

- (ii) The first paragraph of the recitals shall be deleted and replaced with:

"This Agreement is entered into in relation to the ISDA Master Agreement and Collateral Transfer Agreement in order to secure the Security-provider's obligations under the ISDA Master Agreement, the Collateral Transfer Agreement and this Agreement by creating a Belgian law first ranking security interest in respect of the Euroclear Collateral (as defined in Section 21 (*Definitions*) of this Agreement) and, in addition, a Japanese law first priority pledge (*shichiken*) over all its rights, title and interest in and to the Euroclear Collateral which is Japanese Collateral upon the terms set out herein."

- (iii) In respect of Japanese Collateral, Section 2.1 (*Security*) is amended by adding the following at the end of the Section 2.1 (*Security*):

"As security for the discharge and payment of the Secured Liabilities, the Security-provider also grants to the Security-taker a first priority pledge (*shichiken*) in the Euroclear Collateral which is Japanese Collateral, each time such Japanese Collateral is transferred by the Security-provider to the Security-taker in accordance with the terms of this Agreement and the Collateral Transfer Agreement. Notwithstanding Section 19 (*Governing Law*) of this Agreement, such pledge shall be governed by Japanese law."

- (iv) Section 2.2 (*Euroclear Distributions*) shall be deleted and replaced with:

"The Security-provider agrees that the Euroclear Distributions that are not transferred to it pursuant to Paragraphs 3.5 (*Substitutions*) and 5.6 (*Transfer of Distributions*) of the Collateral Transfer Agreement shall, as the case may be, be booked either (a) on the Pledged Securities Account and thus constitute Securities that fall within the scope of the commercial pledge referred to in Section 2.1(a) and, if such Securities constitute Japanese Collateral, in addition the first priority pledge (*shichiken*) referred to in Section 2.1, or (b) on the Pledged Cash Account and thus constitute Cash that falls within the scope of the transfer of title by way of security as referred to in Section 2.1(b)."

- (v) Section 2.4 (*Special accounts*) shall be deleted and replaced with:

"The Parties shall treat the Accounts for all purposes as special segregated accounts specifically opened for the purpose of holding the Euroclear Collateral in accordance with the Financial Collateral Law and, additionally and, in respect of the Euroclear Collateral which is Japanese Collateral, the Japanese Book-entry Transfer Act and each Party undertakes that it will not use the Accounts for any other purpose."

- (vi) Section 7(a) (*Enforcement*) shall be deemed to be amended by deleting the words "pursuant to Article 8 §1 of the Financial Collateral Law,".

- (vii) Section 21 (*Definitions*) shall be amended by deleting the definition of "Security" and replacing it with the following definition:

"Security means the Belgian law first ranking security (*sûreté de premier rang/zekerheid in eerste rang*) and, in relation to Euroclear Collateral which is Japanese Collateral, in addition means a Japanese law first priority pledge (*shichiken*), in each case created by or pursuant to this Agreement."