

MR01

Particulars of a charge

233850/13



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form This must be scanned and placed on the public record



A38AIFIO

A04

20/05/2014

#339

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 02711006
Company name in full J.P. MORGAN SECURITIES PLC

For official use
30
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/06/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JPMORGAN CHASE BANK, N.A. as Security Trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen + Ovey LLP. X

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

MR01**Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Tom Spackman**

Company name
Allen & Overy LLP

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone **020 3088 0000**

**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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2711006

Charge code: 0271 1006 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2014 and created by J.P. MORGAN SECURITIES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2014

P

Given at Companies House, Cardiff on 23rd May 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

ALLEN & OVERY

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

CERTIFIED A TRUE COPY

Allen & Overy LLP

SUPPLEMENTAL DEED

*Except for material
redacted pursuant to
s 859 G of the
Companies Act 2006,
I certify that this is
a correct copy of
the original
document*
✓

between

J.P. MORGAN SECURITIES PLC
(formerly known as J P MORGAN SECURITIES LTD)
as Chargor

and

JPMORGAN CHASE BANK, N.A.
as Security Trustee

relating to a security agreement dated 25 February 2011 between J P
MORGAN SECURITIES LTD and JPMORGAN CHASE BANK, N A

16 May

2014

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THIS DEED is dated

16 May 2014

BETWEEN

- (1) **J.P. MORGAN SECURITIES PLC** (registered number 02711006) formerly known as J P MORGAN SECURITIES LTD (the **Chargor**), and
- (2) **JPMORGAN CHASE BANK, N.A.** as agent and trustee for the Finance Parties (as defined in a facilities agreement between, amongst others, the Chargor as Borrower and the Security Trustee dated 25 February 2011, as amended on 20 February 2014 and from time to time (the **Facilities Agreement**)) (the **Security Trustee**)

BACKGROUND

- (A) This Deed is supplemental to and amends a security agreement originally dated 25 February 2011 between the Chargor and the Security Trustee (the **Security Agreement**)
- (B) Pursuant to Clause 15(b) (*Further Assurances*) of the Security Agreement, the Security Trustee requires the Chargor to enter into this Deed
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Capitalised terms defined in the Security Agreement, including those defined by reference to the Facilities Agreement, have, unless expressly defined in this Deed, the same meaning in this Deed. In this Deed

(a) **Additional Non-English Cash Collateral Account** means each cash account (other than a segregated client account) set out in Schedule 1 (*Non-English Collateral Accounts*) hereto which

(i) is not an English Cash Collateral Account, and

(ii) was not listed in Schedule 1 (*Non-English Collateral Accounts*) to the Security Agreement (immediately before its amendment by this Deed),

and each successor or replacement account of any such account,

(b) **Additional Non-English Securities Collateral Account** means each securities account (other than a segregated client account) set out in Schedule 1 (*Non-English Collateral Accounts*) hereto which

(i) is not an English Securities Collateral Account, and

(ii) was not listed in Schedule 1 (*Non-English Collateral Accounts*) to the Security Agreement (immediately before its amendment by this Deed),

and each successor or replacement account of any such account,

- (c) **Released Non-English Cash Collateral Account** means each cash account listed in Schedule 1 (*Non-English Collateral Accounts*) to the Security Agreement (immediately before its amendment by this Deed) which
 - (i) is not an English Cash Collateral Account, and
 - (ii) is not set out in Schedule 1 (*Non-English Collateral Accounts*) hereto,
 - (d) **Released Non-English Collateral Accounts** means the Released Non-English Cash Collateral Accounts and the Released Non-English Securities Collateral Accounts;
 - (e) **Released Non-English Securities Collateral Account** means each securities account listed in Schedule 1 (*Non-English Collateral Accounts*) to the Security Agreement (immediately before its amendment by this Deed) which
 - (i) is not an English Securities Collateral Account, and
 - (ii) is not set out in Schedule 1 (*Non-English Collateral Accounts*) hereto, and
 - (f) the term **Security Agreement** includes a reference to each previous deed between the Parties amending the Security Agreement and means the Security Agreement as amended by each such deed, and
 - (g) references to Schedule 1 (*Non-English Collateral Accounts*) to the Security Agreement are references to that schedule as amended or replaced by any previous deed between the Parties amending the Security Agreement
- 1 2 The provisions of Clause 1 2 (*Construction*) of the Security Agreement, including those incorporated by reference to the Facilities Agreement, apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement are to be construed as references to this Deed
- 2. AMENDMENTS AND CONFIRMATION**
- 2 1 The Security Agreement shall be amended by replacing Schedule 1 (*Non-English Collateral Accounts*) of that agreement with the schedule as set out in Schedule 1 (*Non-English Collateral Accounts*) hereto, from the date of this Deed
- 2 2 The Parties agree that.

- (a) the terms **Collateral Securities** and **Security Assets** in the Security Agreement
 - (i) include the securities referred to in Clause 3 3(a) hereof, but
 - (ii) exclude the securities from time to time recorded in, and represented by, the Released Non-English Securities Collateral Accounts,
- (b) the terms **Related Rights** and **Security Assets** in the Security Agreement
 - (i) include the rights and benefits referred to in Clause 3 3(b) hereof, but
 - (ii) exclude such rights and benefits from time to time relating to any securities recorded in, and represented by, the Released Non-English Securities Collateral Accounts,
- (c) the terms **Collateral Cash** and **Security Assets** in the Security Agreement

- (i) include the debts referred to in Clause 3 3(c) hereof; but
 - (ii) exclude the debts from time to time owed by the Custodians to the Chargor represented by the credit balances from time to time on the Released Non-English Cash Collateral Accounts,
 - (d) the Additional Non-English Securities Collateral Accounts are, but the Released Non-English Securities Collateral Accounts are no longer, **Non-English Securities Collateral Accounts** for the purposes of the Security Agreement, and
 - (e) the Additional Non-English Cash Collateral Accounts are, but the Released Non-English Cash Collateral Accounts are no longer, **Non-English Cash Collateral Accounts** for the purposes of the Security Agreement
- 2 3 Except as provided in Clauses 2 1 and 2 2 above, the Security Agreement shall remain in full force and effect and the Security created under the Security Agreement shall continue in full force and effect in accordance with the terms of the Security Agreement
- 3. CREATION OF SECURITY**
- 3 1 All the security created under this 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
- 3 2 The Security Trustee holds the benefit of this 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 this Deed
- 3 3 Without prejudice to the Security created by the Security Agreement, which (save to the extent released under Clause 4 (*Release of Security*) below) 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

4. RELEASE OF SECURITY

4 1 The Security Trustee without recourse, representation or warranty

- (a) releases the Released Non-English Collateral Accounts from all Security constituted by the Security Agreement, and
- (b) reassigns all right, interest and title of the Security Trustee in and to the Released Non-English Collateral Accounts constituted by the Security Agreement

4 2 The Released Non-English Collateral Accounts shall be held by the Chargor free and discharged from the Security created by, and all claims arising under, the Security Agreement

4 3 The Security Trustee will, as soon as reasonably practicable at the request and cost of the Chargor, do all things, take all such steps or actions and execute all such documents and/or declarations as may be reasonably necessary to give effect to, evidence or perfect the full release, discharge, retransfer of title and/or reassignment of the Released Non-English Collateral Accounts from the Security created under the Security Agreement

4 4 The Chargor undertakes to

- (a) transfer all securities standing to the credit of the Released Non-English Securities Collateral Accounts to Securities Collateral Accounts, and
- (b) transfer all cash standing to the credit of the Released Non-English Cash Collateral Accounts to Cash Collateral Accounts,

in each case, forthwith upon execution of this Deed

5. ADDITIONAL PROVISIONS

5 1 The Chargor hereby covenants with the Security Trustee that it will comply with the provisions of Clause 17 1 (*Covenant to pay*) of the Security Agreement as if the same were set out in this Deed, *mutatis mutandis*

5 2 In relation to the Security created by Clause 3 (*Creation of Security*) above (and the assets subject thereto)

- (a) the Chargor shall have all the rights expressed to be granted to it and all the obligations expressed to be assumed by it in respect of the Security created by the Security Agreement,
- (b) the Security Trustee shall have all the rights and protections expressed to be granted to it in respect of the Security created by the Security Agreement, and
- (c) the Security Trustee is appointed attorney under the same terms as Clause 16 (*Power of Attorney*) of the Security Agreement,

and (without limitation to the generality of the foregoing) Clause 9 8 (*Financial Collateral*) of the Security Agreement shall apply to this Deed, *mutatis mutandis*

- 5 3 The Security created by the Chargor pursuant to Clause 3 (*Creation of Security*) above shall be separate and distinct from, and shall not merge with, the security created by the Chargor pursuant to the Security Agreement

6. 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 this 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 this Deed except as expressly allowed under the Facilities Agreement

7. REPRESENTATIONS AND WARRANTIES AND AGREEMENT

The Chargor makes the same representations and warranties as set out in Clauses 3 1 (*Nature of security*), 6 2 (*Collateral Related Assets*) and 7 1 (*Representations and warranties*) of the Security Agreement in respect of this Deed and the assets the subject of the Security created by this Deed as if the same were set out in this Deed, *mutatis mutandis*, and agrees with the Security Trustee

- (a) in respect of the Collateral Related Assets standing to the credit of each Additional Non-English Securities Collateral Account, in the terms set out in Clause 6 3 (*Withdrawals*) of the Security Agreement, and
- (b) in respect of the Collateral Cash standing to the credit of each Additional Non-English Cash Collateral Account, in the terms set out in Clause 7 2 (*Withdrawals*) of the Security Agreement

8. INCORPORATION

- 8 1 This Deed is a Finance Document

- 8 2 The Security Agreement and this Deed will, from the date of this Deed, be read and construed as one document

- 8 3 Except as otherwise provided in this Deed, the Finance Documents remain in full force and effect. For the avoidance of doubt, each securities account or cash account (in each case, other than a segregated client account) listed in Schedule 1 (*Non-English Collateral Accounts*) to the Security Agreement (immediately before its amendment by this Deed) which is also set out in Schedule 1 (*Non-English Collateral Accounts*) hereto, and each successor or replacement account of any such account, remains subject to the Security constituted by the Security Agreement

9. MISCELLANEOUS

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

10. GOVERNING LAW

This Deed is governed by English law

THIS DEED has been entered into on the date stated at the beginning of this Deed

SCHEDULE 1
NON-ENGLISH COLLATERAL ACCOUNTS

[See following pages]

JPMSL Custodian Master List

Identifier	Report	Country	Currency	CustodianName	Custodian AccountNumber	Local/Agent/bic	CashAccountNumber	AccountName	AccountType	Identifier Column in Depot Report	ISIS Bond Depot	Global/bic	Flp 1
	Local FI depots	Argentina		Chase B.A	JPMC BA sub a/c JPMSL				Bond Account	Depot Code			
	Local FI depots	Bank One GBP		Bank One					Bond Account	Depot Code			
	Local FI depots	Bank One USD		Bank One					Bond Account	Depot Code			
	Local FI depots	Botswana		Standard Chartered Bank Botswana					Bond Account	Depot Code			
	Local FI depots	United Kingdom		Crest					Bond Account	Depot Code			
	Local FI depots	Czech Republic		CSOB CZK					Bond Account	Depot Code			
	Local FI depots	Denmark		SEB					Bond Account	Depot Code			
	Local FI depots	Egypt		Citibank Cairo					Bond Account	Depot Code			
	Local FI depots	Euroclear		Euroclear					Bond Account	Depot Code			
	Local FI depots	Finland		SEB					Bond Account	Depot Code			

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local/Agentic	Cash Account Number	Account Name	Account Type	Identifier Column in Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	Local FI depots	Germany		Panbas					Bond Account	Depot Code			
	Local FI depots	Greece		Citibank					Bond Account	Depot Code			
	Local FI depots	Hungary		ING Budapest					Bond Account	Depot Code			
	Local FI depots	Israel		Bank Leumi, Tel Aviv					Bond Account	Depot Code			
	Local FI depots	Italy (Primary)		Panbas					Bond Account	Depot Code			
	Local FI depots	Italy (safe account)		Panbas					Bond Account	Depot Code			
	Local FI depots	Italy (Corporate)		Panbas					Bond Account	Depot Code			
	Local FI depots	Japan (GOVT / TB / FB)		Mizuho Corp					Bond Account	Depot Code			
	Local FI depots	Japan (CORP/CL EAN)		Mizuho Corp					Bond Account	Depot Code			
	Local FI depots	Japan (CORP/DI RTY)		Mizuho Corp					Bond Account	Depot Code			

Identifier	Report	Country	Currency	CustodianName	Gustodian AccountNumber	Local/Agent/bic	Cash/AccountNumber	AccountName	AccountType	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flp 1
	Local FI depots	Kazakhstan		HSBC Kazakhstan					Bond Account	Depot Code			
	Local FI depots	Korea		Standard Charter	KP IRC NO				Bond Account	Depot Code			
	Local FI depots	Mexico		Chase Mexico					Bond Account	Depot Code			
	Local FI depots	Nigeria		Standard Bank Lagos					Bond Account	Depot Code			
	Local FI depots	Norway		SEB					Bond Account	Depot Code			
	Local FI depots	Poland		Citibank Handlowy					Bond Account	Depot Code			
	Local FI depots	Portugal		BNP Lisbon					Bond Account	Depot Code			
	Local FI depots	Romania		ING Bucharest	CHLDJPMSL				Bond Account	Depot Code			
	Local FI depots	Russian Bonds		Chase Moscow	ML				Bond Account	Depot Code			
	Local FI depots	Russian Min Fin (USD)		VTB Moscow					Bond Account	Depot Code			

Identifier	Report	Country	Currency	CustodianName	Gustodian AccountNumber	Local/Agent/bic	Cash/AccountNumber	AccountName	AccountType	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	Local FI depots	Singapore		Deutsche Bank	SG				Bond Account	Depot Code			
	Local FI depots	Slovakia		CSOB SKK					Bond Account	Depot Code			
	Local FI depots	Slovenia		UniCredit Banka, Slovenija					Bond Account	Depot Code			
	Local FI depots	South Africa		Standard Bank SA					Bond Account	Depot Code			
	Local FI depots	Spain (Primary)		Panbas	(BOS a/c)				Bond Account	Depot Code			
	Local FI depots	Spain (Corporate)		Panbas					Bond Account	Depot Code			
	Local FI depots	Sweden		Swedbank					Bond Account	Depot Code			
	Local FI depots	Turkey		Deutsche Bank					Bond Account	Depot Code			
	Local FI depots	Ukraine		ING Kiev					Bond Account	Depot Code			
	Local FI depots	US DTC		BDAS	JMS				BDAS ID	Depot Code			

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local/Agent/bic	Cash Account Number	Account Name	Account Type	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	Local FI depots	US FED		BDAS	IV				BDAS ID	Depot Code			
	Local FI depots	US JPMSL Physical Box		BDAS	JMP				BDAS ID	Depot Code			
	Local FI depots	US		TBA	TBA				Not applicable	Depot Code			
	Local FI depots	Peru		CITI LIMA					Bond Account	Depot Code			
	Local FI depots	Canada		RBC TOR					Bond Account	Depot Code			
	Local FI depots	Chile		Banco Santander					Bond Account	Depot Code			
	Local FI depots	LUXEMBO URG		CEDEL	Inactive depot				Bond Account	Depot Code			
	Local FI depots	England		CHASE LDN	Physical Depot				Physical Depot	Depot Code			
	Local FI depots	England		CHASE LDN	Physical Depot				Physical Depot	Depot Code			
	Local FI depots	England		CHASE LDN	Physical Depot				Physical Depot	Depot Code			

Identifier	Report	Country	Currency	CustodianName	Custodian AccountNumber	Local/Agent/bic	CashAccountNumber	AccountName	AccountType	Identifier Column in Depot Report	ISIS Bond Depot	Global/bic	Flip1
	Local FI deposits	England		CONVERSION	Inactive depot				Bond Account	Depot Code			
	Local FI deposits	England		JPMSL	Inactive depot				Bond Account	Depot Code			
	Local FI deposits	Norway		DEN NORSKE	Inactive depot				Bond Account	Depot Code			
	Local FI deposits	Denmark		DEN DANSKE	Inactive depot				Bond Account	Depot Code			
	Local FI deposits	Belgium		PARIBAS BR	Inactive depot				Bond Account	Depot Code			
	Local FI deposits	France		PARIBAS PA	Inactive depot				Bond Account	Depot Code			
	Euroclear - 20411	Euroclear - 20411		Euroclear - 20411					CAG	CAG			
	Euroclear - 95724	Euroclear - 95724		Euroclear - 95724					CAG	CAG			
	BDAS	BDAS		BDAS	JMT				Dealer ID	Box/ Dealer ID			
	BDAS	BDAS		BDAS	JMR				Dealer ID	Box/ Dealer ID			

Identifier	Report	Country	Currency	CustodianName	Gustodian AccountNumber	Local/Agent/bic	Cash/AccountNumber	AccountName	AccountType	Identifier ColumnIn Depot Report	ISIS Bond Depot	Global/bic	Flp.1
	BDAS	BDAS		BDAS	PVH				Dealer ID	Box/ Dealer ID			
	BDAS	BDAS		BDAS	PTJ				Dealer ID	Box/ Dealer ID			
	BDAS	BDAS		BDAS	JMS				Dealer ID	Box/ Dealer ID			
	BDAS	BDAS		BDAS	JMP				Dealer ID	Box/ Dealer ID			
	BDAS	BDAS		BDAS	IV5				Dealer ID	Box/ Dealer ID			
	Asia equities	Australia	AUD	HSBC Custody Nominees (Australia) Limited		HKBAU2SSYD		JP Morgan Securities Limited	Stock Account Number	Account			
	Asia equities	Australia		HSBC (HKBAU2SSYD)					Stock Account Number	Account			
	Asia equities	Australia	AUD	JP Morgan Chase Bank, Sydney				JP Morgan Securities Limited	Stock Account Number	Account			
	Asia equities	Hong Kong	USD/ HKD	HSBC Nominees (Hong Kong) Limited	HKD/USD.	HSBCHKHH	USD HKD	JP Morgan Securities Ltd	Stock Account Number	Account			
	Asia equities	Indonesia	IDR	Hong Kong and Shanghai Banking Corporation Ltd , Jakarta		HSBCIDJAXXX		HSBC Indonesia A/C JPMSL GE SN	Stock Account Number	Account			

Identifier	Report	Country	Currency	CustodianName	Custodian AccountNumber	Local/Agnt/bic	Cash/AccountNumber	AccountName	AccountType	Identifier Column in Depot Report	ISIS Bond Depot	Global/bic	Elp.1
	Asia equities	Indonesia	IDR	Hong Kong and Shanghai Banking Corporation Ltd , Jakarta		HSBCIDJAXXX		HSBC Indonesia A/C JPMSL GE SN	Stock Account Number	Account			
	Asia equities	Japan	JPY	Mizhuo Bank Corporation, Kabutocho		MHCBJPJ2XXX		JP Morgan Secs Ltd	Stock Account Number	Account			
	Asia equities	Japan	JPY	Mizhuo Bank Corporation, Kabutocho		MHCBJPJ2XXX		JP Morgan Secs Ltd - Foreign Stock	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd - ACCESS PRODUCTS (AX)	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd- EXOTICS SINGLE STOCK (AX)	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd - ASIA PB EQUITY FINANCE	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd - CONVERTS - ASIA EX	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd - PROP TRD/GHEDGE FD - ASIA EX	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JPM SECURITIES LTD-EQUITIES	Stock Account Number	Account			
	Asia equities	Korea		Standard Chartered First Bank (SCBLKRSE)	KRW				Stock Account Number	Account			

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local/Agent/bic	Cash/Account Number	Account Name	Account Type	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd - INDEX FORWARDS (AX)	Stock Account Number	Account			
	Asia equities	Korea	USD/ KRW	Standard Chartered Bank , Korea	USD/ KRW	SCBLKRSEXXX	USD KRW	JP Morgan Securities Ltd - FLOW SINGLE STOCK (AX)	Stock Account Number	Account			
	Asia equities	Malaysia	MYR	Hong Kong Bank Malaysia Berhad Kuala Lumpur		HMBMBMYKLXXX		Hong Kong Bank Malay BHD A/C JPMSL (CDS 206 001 019 183 144)	Stock Account Number	Account			
	Asia equities	New Zealand	NZD	HSBC Nominees (New Zealand) Limited		HSBCNZ2A		JP MORGAN SECURITIES	Stock Account Number	Account			
			NZD	JP Morgan Chase Bank, New Zealand				JP Morgan Securities Limited	Stock Account Number	Account			
	Asia equities	Pakistan	PKR	Citibank Karachi		CITIPKXXXX		JP Morgan Securities Ltd	Stock Account Number				
	Asia equities	Philippines	PHP	Hong Kong and Shanghai Banking Corporation , Manila		HSBCPHMMXXX		HSBC Philippines A/C JPMSL Equity Reg	Stock Account Number	Account			
	Asia equities	Singapore	USD/ SGD	DBS Nominees Pte Ltd Singapore	USD/ SGD	DBSSSGSGIBD	USD SGD	JP Morgan Securities LTD A/C CDP-5611-1963-7893	Stock Account Number	Account			
	Asia equities	Thailand	THB	Citibank NA, Bangkok		CITITHBXXX		JP Morgan Securities Ltd	Stock Account Number	Account			
	Asia equities	Taiwan	TWD	JP Morgan Chase Bank, Taipei		CHASTWTX		JP MORGAN SECURITIES LTD	Stock Account Number	Account			

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local/Agent/bic	Cash/Account Number	Account Name	Account Type	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	Asia equities	Taiwan		JPMORGAN CHASE BANK NA - TAIPEI					Stock Account Number	Account			
	Asia equities	Vietnam	VND	HSBC Vietnam		HSBCVNVXXX		JP Morgan Securities Ltd	Stock Account Number	Account			
	Canada equities	Canada		Royal Bank of Canada, Toronto (ROYCCAT2) A/C Chase Manhattan Bank London A/C JPL01 - JPMSL London	A/C 1				Account Number	Account			
	EMEA equities	ABU DHABI		HSBC Dubai		BBMEAED			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	AUSTRIA		Bank Austria Vienna		BKAUATWWXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	BAHRAIN		HSBC Bahrain		BBMEBHBXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	BELGIUM		BNP Paribas Paris	A	PARBFRPPXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	CYPRUS		Citibank Athens		CITIGRAAXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	CZECH		Ceskoslovenska Obchodni Bank, Prague (CSOB)		CEKOCZPPXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	DENMARK		SEB Denmark		JPMSGB2LXXX			Stock Account	Account		JPMSGB2LX XX	

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local/Agent/bic	Cash/Account Number	Account Name	Account Type	Identifier Column in Depot Report	ISIS Bond Depot	Global/bic	Flp1
	EMEA equities	DUBAI		HSBC Dubai		BBMEAEAD			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	EGYPT (Clearing)		Citibank Egypt		CITIEGXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	EGYPT (Custody)		Citibank Egypt		CITIEGXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	EUROCLE AR		Self Clearing		MGTCBEBECL			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	EUROCLE AR (SEGREGATED ACCOUNT)		Self Clearing		MGTCBEBECL			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	FINLAND		SEB Finland		JPMISGB2LXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	FRANCE		Panbas Paris		PARBFRPPXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	GERMANY		Panbas Frankfurt		PARBDEFFXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	GREECE (Clearing)		Citibank Athens (Clearing)		CITIGRAAXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	GREECE (custody)		Citibank Athens (Custody)		CITIGRAAXXX			Stock Account	Account		JPMISGB2LX XX	

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local/Agent/bic	Cash Account Number	Account Name	Account Type	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flp 1
	EMEA equities	HUNGARY		ING	C	INGBHUBXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	ICELAND		Islandsbanki (formally Glitnir bank)		ISABISREXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	ISRAEL		Bank Leumi		LUMILITBSC			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	ITALY		Panbas Milan		PARBITMMXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	ITALY		Panbas Milan		PARBITMMXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	JORDAN		HSBC		BBMEJOAX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	JORDAN		HSBC		BBMEJOAX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	KUWAIT		HSBC Kuwait		HBMEKWKWXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	MOROCCO		Soc Gen		SGMBMAMCXXX			Stock Account	Account		JPMSGB2LX XX	
	EMEA equities	MOROCCO		Soc Gen		SGMBMAMCXXX			Stock Account	Account		JPMSGB2LX XX	

Identifier	Report	Country	Currency	CustodianName	Custodian AccountNumber	Local/Agent/bic	Cash/AccountNumber	AccountName	AccountType	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flp1
	EMEA equities	NASDAQ DUBAI		HSBC Dubai		DEUTAEADXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	NETHERL ANDS		Panbas Netherlands	H	PARBFRPPNLC			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	NORWAY		SEB Norway		ESSENOKXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	OMAN		HBSC		BBMEOMRXXXX X			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	POLAND		Citibank	is Custody is turnaround	CITIPLPXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	POLAND		Bank Handlowy Warszawie SA		CITIPLPXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	PORTUG AL		Banque Panbas Lisbon	H	PARBFRPPXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	QATAR		HSBC		BBMEQAQXXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	Russia (ING Registrar)		ING (ING Registrar)		INGBRUMMXXX			Stock Account	Account		JPMISGB2LX XX	
	EMEA equities	SOUTH AFRICA (SOC GEN)		Soc Gen		SOGEZAJJXXX			Stock Account	Account		JPMISGB2LX XX	

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	EMEA equities	SOUTH AFRICA (STANDARD BANK)		Standard Bank		SBZAZAJXXX			Stock Account	Account		JPMSGGB2LX XX	
	EMEA equities	SPAIN		BNP PARIBAS MADRID		PARBESMXXX			Stock Account	Account		JPMSGGB2LX XX	
	EMEA equities	SWEDEN		Swedbank		SWEDSESXXX			Stock Account	Account		JPMSGGB2LX XX	
	EMEA equities	SWITZERLAND		Credit Suisse		CRESCHZZXXX			Stock Account	Account		JPMSGGB2LX XX	
	EMEA equities	TURKEY		Deutsche Bank		DEUTTRISCU			Stock Account	Account		JPMSGGB2LX XX	
	EMEA equities	UK CREST		CREST Self Clearing		Not Needed			Stock Account	Account		JPMSGGB2LX XX	
	EMEA equities	UK PRIMARY		PRIMARY-Sub Account of CREST 784	N/A	N/A			Stock Account	Account		N/A	
	EMEA equities	UK REDEMP		REDEMP-Sub Account of CREST 784	N/A	N/A			Stock Account	Account		N/A	
	EMEA equities	UK RETAIN		RETAIN-Sub Account of CREST 784	N/A	N/A			Stock Account	Account		N/A	
	EMEA equities	US TREASURY		JPMorgan	Fed mnemonic CCC/G	CHASGB2LGST			Stock Account	Account		N/A	

Identifier	Report	Country	Currency	CustodianName	Gustodian AccountNumber	Local/Agent/bic	Cash/AccountNumber/AccountName	AccountType	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	Equities SSI list	Brazil		JP Morgan Correlora De Cambio Titulosa e Valores Mobiliarios SA Sao Paulo	A/C Broker			Account Number	Account			
	Equities SSI list	Mexico		Citibank N.A. Mexico	A/C JPMSL London			Account Number	Account			
	JPMCC Margin Accounts	United States		JPM SL Prop				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPM SL STOCK LOAN WITH JPMSI				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPM SL STOCK BORROW-5202				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPM SL Customer Omni-Bus acct				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-ADR CONVERSION ACCOUNT				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		J.P. MORGAN SECURITIES LTD				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		J.P. MORGAN SECURITIES LTD				Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-ADR PRERELEASE TAIWAN CITIBANK				Flip 2 Account Number	Account			

Identifier	Report	Country	Currency	Custodian Name	Custodian Account Number	Local Agent/bic	Cash Account Number	Account Name	Account Type	Identifier Column in Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	JPMCC Margin Accounts	United States		GTW-ADR PRERELEASE TAIWAN BONY					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-FUNG XCH					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-ADR PRERELEASE					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-ADR PRERELEASE TAIWAN					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-BOND CONVERSION ACCOUNT					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		GTW-ADR CONVERSION ACCOUNT					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JP MORGAN SECURITIES LIMITED					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL London Customers DVP					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL Institutional Equities Asia Clients					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL Emea Brokers					Flip 2 Account Number	Account			

Identifier	Report	Country	Currency	CustodianName	Custodian AccountNumber	Local/Agent/bic	Cash/AccountNumber	AccountName	AccountType	Identifier Column In Depot Report	ISIS Bond Depot	Global/bic	Flip 1
	JPMCC Margin Accounts	United States		JPMSL - Firm A Full Service					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL - CMTA-Out					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL - Firm 5&6 (Nova Scotia)					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL London Customers DVP					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL EQPB Settlements					Flip 2 Account Number	Account			
	JPMCC Margin Accounts	United States		JPMSL CDS Cazenove Settlements					Flip 2 Account Number	Account			
	Local FI deposits	Hungary	HUF	Deutsche Bank AG Hungary Branch		DEUTHU28		JPM IB Bond Market (HUF)					
	Local FI deposits	Hungary	EUR	Deutsche Bank AG Hungary Branch		DEUTHU28		JPM IB Bond Market (EUR)					
	EMEA equities	Hungary	HUF	Deutsche Bank AG Hungary Branch		DEUTHU28		JPM IB Equity Market (HUF)					
	EMEA equities	Russia	RUB	J P Morgan Bank International LLC		CHASRUMX							

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	EMEA equities	Russia	RUB	J P Morgan Bank International LLC		CHASRUMX							
	EMEA equities	Russia	RUB	J P Morgan Bank International LLC		CHASRUMX							
	EMEA equities	Russia (CITI Safe account)	Remains open	Citibank Moscow (safe account on NDC)									
	EMEA equities	Russia (CITI Trading account)	Remains open	Citibank Moscow (trading for Micex on NDC)									
	EMEA equities	Russia (CITI Collateral account)	Remains open	Citibank Moscow (Collateral for Micex on NDC)									
	EMEA GEM	Romania		Citibank Bucharest		CITIROBU	550420007						

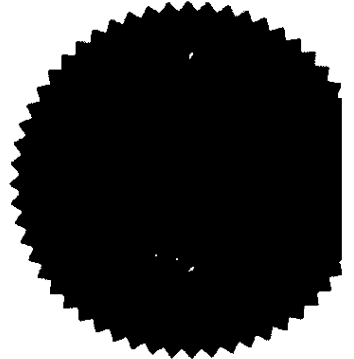
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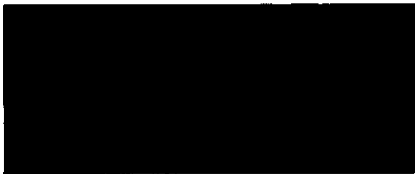
THE COMMON SEAL OF

J.P. MORGAN SECURITIES PLC

was affixed in the presence of



Managing Director

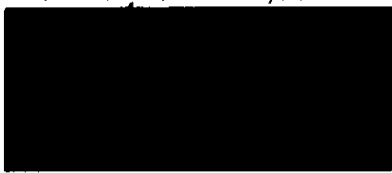


Managing Director/Executive Director/Vice President

Security Trustee

JPMORGAN CHASE BANK, N.A.

By



**Peter W. Smith
Managing Director**