



Registration of a Charge

Company name: **ELLIOTT ADVISORS (UK) LIMITED**

Company number: **02989338**



X8K3TA0B

Received for Electronic Filing: **11/12/2019**

Details of Charge

Date of creation: **02/12/2019**

Charge code: **0298 9338 0002**

Persons entitled: **J.P. MORGAN SECURITIES LLC**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ARTHUR COX**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2989338

Charge code: 0298 9338 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2019 and created by ELLIOTT ADVISORS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2019 .

Given at Companies House, Cardiff on 12th December 2019

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

THIS SECURITY DOCUMENT is made on December 2, 2019

BETWEEN

- (1) J.P. Morgan Securities LLC (“JPMS”); and
- (2) ELLIOTT ADVISORS (UK) LIMITED, a company incorporated in England and Wales with company number 2989338 and having its registered office at Park House, 116 Park Street, London W1K 6AF (“Client”).

WHEREAS:

- (A) JPMS has opened an account or accounts (individually or collectively, an “Account”) in the name of Client for the clearing and/or carrying of Contracts and has provided certain services in connection with Contracts.
- (B) In consideration for the continued maintenance of Client’s Account and provision of services by JPMS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JPMS and Client have agreed to enter into this Security Document.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Security Document:

“Affiliate” means any entity controlled, directly or indirectly, by JPMS, any entity that controls, directly or indirectly, JPMS, or any entity directly or indirectly under common control with JPMS (for this purpose, “control” of any entity means ownership of a majority of the voting power of the entity).

“Agreement” means the Client Agreement dated as of December 2, 2019 between JPMS and Client, as amended or amended and restated from time to time.

“Applicable Law” means the applicable constitutions, laws, by-laws, rules, regulations, protocols, rulings, and interpretations of (i) governmental authorities and self-regulatory organizations (including, without limitation, the Commodity Futures Trading Commission, the National Futures Association, the Securities and Exchange Commission, and the Financial Industry Regulatory Authority) with appropriate jurisdiction over JPMS in its capacity as futures commission merchant or over Client’s trading of Contracts, and (ii) exchanges, alternative trading systems, designated contract markets, and other markets (domestic or foreign), board of trade and any clearing organizations, in each case on which Contracts are executed, cleared, or carried by JPMS or its permitted agents for Client’s Account.

“Contracts” means futures contracts, options on futures contracts, security futures contracts, foreign exchange contracts, derivative contracts, swaps and any other futures or

options contracts or instruments, in each case cleared and/or carried by JPMS in the Account in JPMS's capacity as Client's futures commission merchant.

"Foreign Clearing Member" means a clearing member of a non-United States exchange or clearing organization.

"UCC" means the New York Uniform Commercial Code.

2. Security Interest

2.1 As security for Client's obligations to JPMS under the Agreement (whether actual or contingent), Client hereby pledges to JPMS, and grants to JPMS a first priority continuing security interest in, lien on, and right of set-off against the following, but only to the extent that each does not constitute "financial collateral" (within the meaning of the UK Financial Collateral Arrangements (No. 2) Regulations 2003, as amended from time to time): (i) all cash, securities, and other property transferred as margin into Client's Account under the Agreement (together with, in each case, all proceeds of the sale thereof), (ii) all cash, securities, Contracts, precious metals, warehouse receipts (including any goods or commodities represented thereby), and other property now or at any future time represented by an entry on, or standing to the credit of, Client's Account or held by or under the direction or control of JPMS as margin for Contracts or held by any exchange or clearing organization or Foreign Clearing Member through which Contracts on Client's behalf are cleared or carried, (iii) all of Client's rights under Contracts carried in the Client's Account and under the Agreement (including all Client's rights to payments under such Contracts and any property transferred with respect thereto, (iv) all of Client's rights against any exchange or clearing organization or Foreign Clearing Member arising in connection with Contracts that are cleared and/or carried in the Account with such exchange or clearing organization, and any property transferred with respect thereto, (v) the Account and all assets (including any security entitlements, commodity contracts, financial assets, and investment property (each as defined in the UCC)) credited to the Account, including assets credited to the Account held by an exchange or clearing organization or Foreign Clearing Member, (vi) any of the property of Client described in (ii) above which is due to Client from, JPMS, any Foreign Clearing Member, an exchange or clearing organization, or others or any agent thereof, (vii) all rights to payment in favor of JPMS or Client arising out of or in connection with the exercise by JPMS of any right to terminate, liquidate or otherwise close out Client's Account or Contracts after JPMS has delivered an Enforcement Notice (as defined in the Agreement) to Client, and (ix) proceeds of any of the foregoing (collectively, "**Non-Financial Collateral**"). Except as otherwise agreed in writing by JPMS, Client will not create or purport to create any other pledge, hypothecation, assignment, or any other form of security interest, lien, or encumbrance on any Non-Financial Collateral other than those created in favor of JPMS under this Security Document or under the Agreement.

2.2 Except as provided in this Security Document, the rights, powers, remedies, and privileges provided in this Security Document are cumulative and not exclusive of any rights, powers, remedies, and privileges provided by Applicable Law. If any provision of this Security Document is or at any time becomes inconsistent with or invalid or unenforceable under

any present or future Applicable Law, such inconsistent, invalid, or unenforceable provision will be deemed to be superseded or modified to conform to such Applicable Law, but in all other respects this Security Document will continue in full force and effect.

- 2.3 Nothing contained in this Security Document affects any provision of the Agreement, all of which remain in full force and effect.

3. Miscellaneous; Client Representations and Warranties

- 3.1 An amendment, modification, or waiver in respect of this Security Document will be effective only if in writing and executed by each of the parties hereto. This Security Document (and each amendment, modification, and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original.
- 3.2 The rights and obligations of the parties under this Security Document will be subject to Applicable Law. Client agrees to be bound by Applicable Law and that JPMS will not be liable to Client as a result of any action taken by JPMS or its agents to comply with Applicable Law.
- 3.3 Client acknowledges and agrees that JPMS may, from time to time, disclose information regarding the terms of this Security Document or Contracts (i) to any exchange, clearing organization or data repository where such Contracts are traded or cleared, as applicable, in each case as required by Applicable Law, (ii) to a governmental agency or self-regulatory organization, or (iii) as otherwise required by Applicable Law.
- 3.4 Client represents to JPMS on a continuing basis that (i) it has the power to grant a security interest in and lien on the Non-Financial Collateral and has taken all necessary actions to authorize the granting of such security interest and lien; (ii) it is the sole owner of Non-Financial Collateral and such Non-Financial Collateral is free and clear of any security interest, lien, encumbrance or other restrictions other than the security interest and lien granted hereunder or under the Agreement; and (iii) the performance by Client of its obligations hereunder will not result in the creation of any security interest, lien, or other encumbrance on any Non-Financial Collateral other than the security interest and lien granted under Section 2 of this Security Document or under the Agreement. Client acknowledges that, by having Non-Financial Collateral credited to the Account, it will be granting JPMS possession or control (within the meaning of the UCC) over Non-Financial Collateral as necessary to perfect JPMS' security interest under this Security Agreement.
- 3.5 Client represents to JPMS on a continuing basis that: (i) Client is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (ii) Client has the power to execute and deliver this Security Document and to perform its obligations under this Security Document and has taken all necessary action to authorize such execution, delivery, and performance; (iii) such execution, delivery, and performance do not violate or conflict with Applicable Law, any provision of Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets, or any contractual

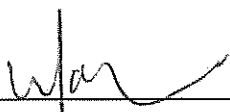
restriction binding on or affecting it or any of its assets; (iv) all governmental and other consents and registrations that are required to have been obtained by Client with respect to this Security Document have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and (v) Client's obligations under this Security Document constitute its legal, valid, and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

4. Governing Law, Jurisdiction and Waiver of Jury Trial

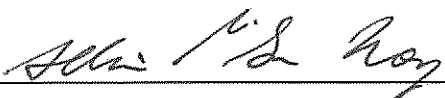
- 4.1 This Security Document will be governed by and construed in accordance with the law of the State of New York (without reference to choice of law doctrine).
- 4.2 With respect to any suit, action, or proceedings relating to any dispute arising out of or in connection with this Security Document ("Proceedings"), each party hereto irrevocably (i) submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party, and (iii) agrees, to the extent permitted by Applicable Law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.
- 4.3 Each party hereto irrevocably waives, to the extent permitted by Applicable Law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment), and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by Applicable Law, that it will not claim any such immunity in any Proceedings.
- 4.4 EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH PROCEEDINGS, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY DOCUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SUBSECTION.

In Witness Whereof, the parties hereto have executed this Security Document as of the date first written above.

ELLIOTT ADVISORS (UK) LIMITED

By: 
Name: Mark Levine
Title: Director

J.P. MORGAN SECURITIES LLC

By: 
Name: Allison McGuinn Wong
Authorized Signatory
Title: J.P. Morgan Securities LLC