



Registration of a Charge

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

Company number: **02711006**



X8GUW2XC

Received for Electronic Filing: **25/10/2019**

Details of Charge

Date of creation: **24/10/2019**

Charge code: **0271 1006 0064**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES 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 0064

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2019 and created by J.P. MORGAN SECURITIES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2019 .

Given at Companies House, Cardiff on 28th October 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

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.

EXECUTION VERSION

Linklaters LLP

25 Oct 2019

J.P. MORGAN STRUCTURED PRODUCTS B.V.

as Issuer

and

J.P. MORGAN SECURITIES PLC

as Collateral Provider

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

as Security Trustee

and

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH

as Non-Triparty Custodian

and

THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH

as Collateral Monitoring Agent

CONSTITUTING INSTRUMENT

relating to each of

J.P. Morgan Structured Products B.V.'s and JPMorgan Chase Bank, N.A.'s
Secured Structured Securities Programme for the issuance
of Notes, Warrants and Certificates

Linklaters

Ref: L-292011

Linklaters LLP

This Constituting Instrument is made on 24 October 2019 **between:**

- (1) **J.P. MORGAN STRUCTURED PRODUCTS B.V.**, of Luna ArenA, Herikerbergweg 238, 1101 CM Amsterdam, The Netherlands, incorporated under the laws of the Netherlands as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), having its statutory seat (*statutaire zetel*) in Amsterdam, The Netherlands and registered with the Dutch chamber of commerce under number 34259454, as Issuer;
- (2) **J.P. MORGAN SECURITIES PLC** as Collateral Provider;
- (3) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** as Security Trustee;
- (4) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH** as Non-Triparty Custodian; and
- (5) **THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH** as Collateral Monitoring Agent,

and relates to the applicable Collateral Pool specified in Schedule 1 hereto.

Whereas:

- (A) The Issuer has established its Secured Structured Securities Programme for the issuance of Notes, Warrants and Certificates (the "**Programme**"). In connection therewith, the Issuer, The Bank of New York Mellon, London Branch and J.P. Morgan Securities plc, amongst others, have entered into an agency agreement dated 29 March 2019 (the "**Agency Agreement**").
- (B) The Issuer wishes to issue 250 Notes linked to a Basket of Indices and linked to a Reference Bond issued by Glencore Finance Europe due October 2020 (with ISIN: XS2065528759) under the Programme and pursuant to the Agency Agreement where the Issue Terms (as defined in the Agency Agreement) thereof specify the Collateral Pool specified in Schedule 1 hereto (the "**Securities**").
- (C) The relevant parties hereto now wish to enter into this Constituting Instrument to constitute the agreements specified in Clause 1 below in order to agree as between the relevant parties the collateral and security arrangements with respect to the Securities and the Collateral Pool specified in Schedule 1 hereto whereby, amongst other things:
 - (i) the Collateral Provider will provide collateral in respect of the Securities to be held in one or more accounts with the Non-Triparty Custodian; and
 - (ii) the Collateral Provider will grant a Luxembourg law security interest over the collateral held with the Non-Triparty Custodian, in favour of the Security Trustee for the benefit of itself and the Holders (as defined in the Agency Agreement) in respect of the Securities.

It is agreed as follows:

1 Constitution of Transaction Documents

- 1.1 Security Deed:** The Issuer, the Collateral Provider and the Security Trustee agree that by execution and (to the extent applicable) delivery of this Constituting Instrument they shall, amongst themselves only, have executed a Security Deed as a deed in respect of the Collateral Pool specified in Schedule 1 hereto on the terms of the following document:

Master Security Terms dated 29 March 2019, as supplemented by Schedule 1 hereto.

- 1.2 Non-Triparty Custody Agreement:** The Issuer, the Collateral Provider, the Security Trustee and the Non-Triparty Custodian agree that by execution and (to the extent applicable) delivery of this Constituting Instrument they shall, amongst themselves only, have executed a Non-Triparty Custody Agreement in respect of the Collateral Pool specified in Schedule 1 hereto on the terms of the following document:

Master Custody Terms dated 29 March 2019, as supplemented by Schedule 1 hereto (which, amongst other things, includes the account names and account numbers of the Non-Triparty Static Accounts) and subject to the amendments and supplements set out in Schedule 2 (*Amendments and Supplements to the Transaction Documents*) hereto.

- 1.3 Collateral Monitoring Agreement:** The Collateral Provider, the Security Trustee and the Collateral Monitoring Agent agree that by execution and (to the extent applicable) delivery of this Constituting Instrument they shall, amongst themselves only, have executed a Collateral Monitoring Agreement as a deed in respect of the Collateral Pool specified in Schedule 1 hereto on the terms of the following document:

Master Collateral Monitoring Terms dated 29 March 2019, as supplemented by Schedule 1 hereto.

2 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Constituting Instrument has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Constituting Instrument.

3 Miscellaneous

- 3.1 Variation:** No variation of this Constituting Instrument shall be effective unless in writing and signed by, or on behalf of, each party.
- 3.2 Waiver:** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Constituting Instrument or by law shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Constituting Instrument are cumulative and not exclusive of any rights or remedies (provided by law or otherwise). Any waiver of any breach of this Constituting Instrument shall not be deemed to be a waiver of any subsequent breach.
- 3.3 Partial Invalidity:** If at any time any provision of this Constituting Instrument is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or

enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired.

3.4 Counterparts: This Constituting Instrument may be executed in counterparts which, when taken together, shall constitute one and the same instrument.

3.5 Issuer Power of Attorney: If the Issuer is represented by an attorney or attorneys in connection with the signing and/or execution and/or delivery of this Constituting Instrument or any agreement or document referred to herein or made pursuant hereto and the relevant power or powers of attorney is or are expressed to be governed by the laws of The Netherlands, it is hereby expressly acknowledged and accepted by the other parties hereto that such laws shall govern the existence and extent of such attorney's or attorneys' authority and the effects of the exercise thereof.

4 Governing Law and Jurisdiction

4.1 Governing Law: This Constituting Instrument and any non-contractual obligations arising out of or in connection with it (save for Clause 1.2 and the creation of the Luxembourg Law Pledge (as defined in the Security Deed) pursuant to the Security Deed constituted pursuant to Clause 1.1, which shall be governed by Luxembourg law) are governed by, and shall be construed in accordance with, English law.

4.2 Jurisdiction: The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with this Constituting Instrument (save for Clause 1.2 and the creation of the Luxembourg Law Pledge (as defined in the Security Deed) pursuant to the Security Deed constituted pursuant to Clause 1.1, in respect of which the parties irrevocably submit to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg)) and accordingly any legal action or proceedings arising out of or in connection with this Constituting Instrument ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause 4.2 is made for the benefit of each of the parties other than the Issuer and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

This deed is delivered on the date stated at the beginning.

J.P. MORGAN STRUCTURED PRODUCTS B.V. as Issuer

By: *M.F.C. VAN DER WERFF*

Title: Authorised Signatory

J.P. MORGAN SECURITIES PLC as Collateral Provider

Signed as a deed by J.P. Morgan Securities plc acting by its attorney

Title: Managing Director

in the presence of:

Name: *GURPREET KHARAU*

Title: *EXECUTIVE DIRECTOR*

Address: *25 BANK STREET, LONDON. E14 5JP*

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED as Security Trustee

Executed as a Deed by

BNY Mellon Corporate Trustee Services Limited

acting by two of its lawful Attorneys:

Attorney

[Redacted Signature]

Authorised Signatory
Julie Marshall

Attorney

[Redacted Signature]

Karen Robinett
Authorised Signatory

witnessed by:

[Redacted Signature]

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH as Non-Triparty
Custodian

SIGNED FOR AND ON BEHALF OF

THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH

[Redacted Signature]

(ATTORNEY)

In the presence of:

[Redacted Signature]

Authorised Signatory
Julie Marshall

Witness name

THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH as Collateral Monitoring Agent

SIGNED AND DELIVERED

as a deed

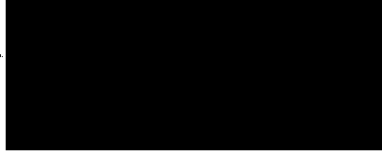
For and on behalf of

THE BANK OF NEW YORK MELLON SA/NV, DUBLIN BRANCH

Acting by its duly authorised Attorney:

Title: Attorney-in-Fact

Name:



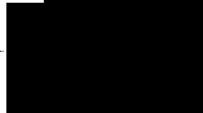
*Authorised Signatory
Julie Marshall*

In the presence of:

Alberto Pipi
Vice President



Witness Signature



Schedule 1

Collateral Arrangements

Type of Collateral Pool:	Single Series Collateral Pool
Type of Collateralisation:	Static Collateral
Collateral Provider:	J.P. Morgan Securities plc
Non-Triparty Custodian:	The Bank of New York Mellon SA/NV, Luxembourg Branch
Triparty Custodian:	Not Applicable
Security Trustee:	BNY Mellon Corporate Trustee Services Limited
Collateral Monitoring Agent:	The Bank of New York Mellon SA/NV, Dublin Branch
Collateral Provider's Custody Account:	Not Applicable
Static Collateral:	EUR 2,500,000 in principal amount of series 15 Glencore Finance (Europe) S.A. 3.375 per cent. Guaranteed Notes due 30 September 2020 and having the ISIN number XS0974877150
- Collateral Pool:	Series 2019-01 – Static Collateral
- Account to which Non-Triparty Static Distributions are to be paid to:	Account Name: JPM Col Issue EQ Stat CSH Account Number: [REDACTED]
- Non-Triparty Static Accounts:	Applicable
- Non-Triparty Static Securities Account:	Account name: JPM COL ISSUE EQ STAT 2019 01 CUST Account number: [REDACTED]
- Non-Triparty Static Cash Account:	Account name: JPM COL ISSUE EQ STAT 2019 01 CUST Account number: [REDACTED]
- Eligible Collateral (Non-Triparty Static Accounts):	
- Eligible Collateral:	As set out in Schedule 3 of the Master Custody Terms, provided that (i) no securities will be Eligible Collateral if issued by a UK issuer; (ii) no securities will be Eligible Collateral if held with a UK central securities depository; and (iii) physical certificates will not constitute Eligible Collateral

Schedule 2

Amendments and Supplements to the Transaction Documents

1 Amendments and Supplements to the Master Custody Terms

The following amendments shall be made to the Master Custody Terms:

- 1.1 Clauses 1.1 (*Use of Master Custody Terms*) and 15.1 (*Amendment*) shall be deemed to be amended by deleting the words "the Security Trustee, the Non-Triparty Custodian and the Triparty Custodian" and replacing them with the words "the Security Trustee and the Non-Triparty Custodian".
- 1.2 The definition of "Party" set out in Clause 2.2 (*Definitions*) shall be deemed to be amended by deleting the words "(and, for the avoidance of doubt, notwithstanding that the Triparty Custodian is a party to the Non-Triparty Custody Agreement (for the purposes of Clause 16.14 only), it is not a "Party" and is not included in the "Parties")".
- 1.3 Clauses 2.5 and 16.14 (*Paying Instruction to Triparty Custodian*) shall be deemed to be deleted.
- 1.4 Clause 15.3 (*Successors and Assigns*) shall be deemed to be amended by:
 - (i) deleting the words "the Security Trustee, the Non-Triparty Custodian nor the Triparty Custodian" and replacing them with the words "the Security Trustee nor the Non-Triparty Custodian"; and
 - (ii) deleting the words "the Security Trustee, the Non-Triparty Custodian and the Triparty Custodian" and replacing them with the words "the Security Trustee and the Non-Triparty Custodian".
- 1.5 Clause 16.3 (*Governing Law*) shall be deemed to be amended by deleting the words "and the Triparty Custodian" in the third line.
- 1.6 Clause 16.13.1 shall be deemed to be amended by deleting the words "the Non-Triparty Custodian, the Security Trustee and/or the Triparty Custodian" and replacing them with the words "the Non-Triparty Custodian and/or the Security Trustee".
- 1.7 Schedule 4 (*Form of Early Payment Substitution Request*) shall be deemed to be amended by deleting the words "the Security Trustee, the Collateral Provider and the Triparty Custodian" and replacing them with the words "the Security Trustee and the Collateral Provider".
- 1.8 Schedule 5 (*Form of Control Event Notice*), Schedule 6 (*Form of Notice of Exclusive Control*), Schedule 8 (*Form of Securities Nominal Amount Increase Notice*) and Schedule 9 (*Form of Securities Nominal Amount Decrease Notice*) shall be deemed to be amended by deleting the words "the Collateral Provider, the Security Trustee and the Triparty Custodian" and replacing them with the words "the Collateral Provider and the Security Trustee".