

**Final Terms dated October 9, 2007**

**JPMorgan Chase & Co.**

MXN 257,000,000 Mexican Peso and Unidad de Inversión (UDI) Linked Notes due 2010  
under the U.S.\$25,000,000,000 Euro Medium Term Note Programme

**CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated September 6, 2007 (as amended or supplemented, the “**Base Prospectus**”). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the related Series Prospectus and the Base Prospectus.

**THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 AS AMENDED (THE “SECURITIES ACT”) AND THE NOTES COMPRISE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (“REGULATION S”)). THESE FINAL TERMS HAVE BEEN PREPARED BY THE ISSUER FOR USE IN CONNECTION WITH THE OFFER AND SALE OF THE NOTES OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S AND FOR LISTING OF THE NOTES ON THE LONDON STOCK EXCHANGE. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS AND SALES OF THE NOTES AND DISTRIBUTION OF THESE FINAL TERMS AND THE DOCUMENTS INCORPORATED BY REFERENCE HEREIN, SEE “SUBSCRIPTION AND SALE” IN THE BASE PROSPECTUS (AS DEFINED HEREIN).**

**THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF NOTES OR THE ACCURACY OR THE ADEQUACY OF THESE FINAL TERMS OR THE BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.**

**THE NOTES ARE NOT DEPOSITS INSURED OR GUARANTEED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AUTHORITY. THE NOTES ARE UNSECURED AND UNSUBORDINATED OBLIGATIONS OF THE ISSUER AND NOT OF ANY OF THE ISSUER’S AFFILIATES, AND WILL RANK PARI PASSU WITH ALL OTHER UNSECURED AND UNSUBORDINATED INDEBTEDNESS OF THE ISSUER, SUBJECT TO A PREFERENCE IN FAVOUR OF CERTAIN DEPOSIT LIABILITIES OF THE ISSUER OR OTHER OBLIGATIONS THAT ARE SUBJECT TO ANY PRIORITIES OR PREFERENCES.**

1. Issuer: JPMorgan Chase & Co.
  2. (i) Series Number: 33
  - (ii) Tranche Number: 01
  3. Specified Currency or Currencies: Mexican Pesos (“MXN”), the lawful currency of the United Mexican States (“Mexico”). MXN will be deemed to include any successor currency of Mexico.
  4. Aggregate Nominal Amount of Notes admitted to trading:
    - (i) Series: MXN 257,000,000
    - (ii) Tranche: MXN 257,000,000
  5. (i) Issue Price: 100 per cent. of the Aggregate Nominal Amount.
  - (ii) MXN proceeds: MXN 257,000,000
  6. Specified Denominations: MXN 1,000,000
  7. (i) Issue Date: October 9, 2007.
  - (ii) Interest Commencement Date: October 9, 2007.
  8. Maturity Date: October 9, 2010.  
If the Maturity Date is not a Business Day, it will be adjusted to the next following Business Day.
  9. Interest Basis: Fixed Rate, adjusted as provided in paragraph 15(i) below.
  10. Redemption/Payment Basis: See provisions as set out in paragraph 22 below.
  11. Change of Interest or Redemption/ Payment Basis: Applicable. The Fixed Rate Interest Basis is subject to adjustment as provided in paragraph 15(i) below.
  12. Put/Call Options: Not Applicable.
  13. Status of the Notes: Senior.
  14. Method of distribution: Non-syndicated.
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
15. Fixed Rate Note Provisions: Applicable.
    - (i) Rate(s) of Interest: In respect of an Interest Period, the Rate of Interest will be determined by the Calculation Agent according

to the following formula:

$\text{Coupon} \times \text{Day Count Fraction} \times (\text{UDI}_{\text{RD}} / \text{Initial UDI Rate})$

where:

“**Coupon**” is 3.75%;

“**UDI<sub>RD</sub>**” is the UDI in effect in respect of the relevant Interest Period End Date.

“**UDI**” means the “Unidad de Inversión”, expressed as the number of MXN per one UDI, fixed by the Central Bank of Mexico (the “Central Bank”) and published in the “Diario Oficial de la Federación” as determined on the relevant Valuation Date by the Calculation Agent to be in effect on the applicable Payment Date; provided, however, if an Index Event has not occurred and if the UDI to be in effect on the applicable Payment Date is not published by 8.00 am Mexico time on the relevant Valuation Date, then the existing UDI in effect on such Valuation Date will be used. If with respect to a determination of the UDI in respect of a relevant date an Index Event has occurred and is continuing, then such UDI shall be determined by the Calculation Agent in its sole discretion based on such market and other information as it deems necessary and relevant.

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| (ii)  | Interest Payment Date(s):  | Each Interest Period End Date, provided that if such date is not a Business Day, then the Interest Payment Date shall be the first following Business Day.  |
| (iii) | Fixed Coupon Amount(s):  | Notwithstanding Condition 4(a), the amount of interest payable per each Specified Denomination of MXN 1,000,000 on each Interest Payment Date shall be calculated as follows:<br><br>$\text{MXN } 1,000,000 \times \text{Rate of Interest}$ |
| (iv)  | Broken Amount(s):  | Not Applicable.   |
| (v)   | Day Count Fraction:  | Act/360.  |
| (vi)  | Determination Dates:   | Not Applicable.   |
| (vii) | Other terms relating to the method of calculating interest for Fixed Rate Notes: | Not Applicable.   |
| 16.   | Floating Rate Note Provisions:   | Not Applicable.   |
| 17.   | Zero Coupon Note Provisions:   | Not Applicable.   |
| 18.   | Index Linked Interest Note/Other variable-linked interest Note Provisions:       | Not Applicable.   |
| 19.   | Dual Currency Note Provisions:   | Not Applicable.   |

## PROVISIONS RELATING TO REDEMPTION

20. Call Option: Not Applicable.
21. Put Option: Not Applicable.
22. Final Redemption Amount of each Note: An MXN amount equal to each Note's pro rata share of:  
Aggregate Nominal Amount x (Final UDI Rate / Initial UDI Rate)  
plus unpaid accrued interest, if any.
23. (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons, or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): Condition 5(c) shall not apply to the Notes.  
In the case of redemption due to an event of default, the Early Redemption Amount shall be an MXN amount equal to such Note's Specified Denomination multiplied by the UDI on the relevant Valuation Date and divided by the Initial UDI Rate.
- (ii) Unmatured Coupons to become void upon early redemption (Condition 6(h)): Applicable.

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: Bearer Notes.  
Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Bearer Notes on 40 days' notice upon an exchange event, or if requested by the holder (in which case such holder's definitive Notes will be removed, upon issuance, from the clearing system, will not bear any international securities or clearing system identification number and may not be readmitted into the clearing system), provided that any exchange for definitive Notes pursuant to or as a result of the request of a holder will be, in all circumstances, at such requesting holder's expense.
25. Financial Center(s) or other special provisions relating to Payment Dates: Not Applicable.
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No.
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the: Not Applicable.

	Notes and interest due on late payment:	
28.	Details relating to Instalment Notes:	Not Applicable.
29.	Redenomination, renominalization and reconventioning provisions:	Not Applicable.
30.	Consolidation Provisions:	Not Applicable.
31.	Other final terms or special conditions:	
	Convertibility Event:	<p>In the event that, at any time, the Government of Mexico by means of any law, rule, regulation or decree, takes any action (together a “<b>Governmental Action</b>”) which is in effect or has effect on any relevant payment date, as the case may be, which legally or de facto prevents or has the effect of restricting or limiting:</p> <ul style="list-style-type: none"> <li>(i) the general availability of MXN in Mexico,</li> <li>(ii) the general availability of MXN in any foreign exchange market or the availability of MXN in commercially reasonable terms,</li> <li>(iii) the exchange of U.S. dollars (“<b>USD</b>”) for MXN, or</li> <li>(iv) the transfer or receipt of MXN inside or outside of Mexico,</li> </ul> <p>(any such occurrence in clause (i), (ii), (iii) or (iv) being a “<b>Convertibility Event</b>”), then the Issuer, at its option, may deliver to or to the order of the Noteholders (to the extent and in the manner permitted by applicable law) (a) in Mexico the amount due in MXN, or (b) outside Mexico and the United States a USD amount to accounts designated by the Noteholders, or established by the Issuer for the benefit of Noteholders, calculated based on the MXN amount that was due, converted to USD based on the exchange rate on the date of determination, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner and, in either case, the Issuer’s obligations shall be deemed fully satisfied and discharged upon transfer of the necessary amounts in the relevant currency.</p>
	Definitions:	<p>“<b>Business Day</b>” means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, Mexico City and New York.</p> <p>“<b>Final UDI Rate</b>” means the UDI in respect of the Maturity Date or the date on which the Notes are redeemed in full following the occurrence of an Event</p>

of Default.

“**Index Event**” means the occurrence of one or more of the following: (a) UDI is not calculated and/or timely announced by the Central Bank; (b) UDI is replaced by a successor unit of value; (c) the Central Bank makes a material change in the method of calculating UDI; (d) the Central Bank in any way materially modifies or restates UDI; (e) UDI is no longer published and has not been replaced by a successor unit of value; or (f) the United Mexican States, or any of its agencies, instrumentalities or entities (including, without limitation, the Central Bank) by means of any law, regulation, ruling, directive or interpretation, whether or not having the force of law, takes any action which legally or de facto prevents or has the effect of restricting or limiting the calculation or announcement of UDI or any of the values used to determine UDI.

“**Initial UDI Rate**” means 3.881518.

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date.

“**Interest Period End Date**” means April 9 and October 9 of each year, starting on April 9, 2008, through and including the Maturity Date.

“**Payment Date**” means each Interest Period End Date, the Maturity Date and the date for redemption of any Notes following the occurrence of an Event of Default.

“**Valuation Date**” means three Business Days before the relevant Payment Date.

Taxation:

Condition 7 shall not apply to the Notes and shall be replaced by the following provision:

The Issuer shall not be required to gross up for any taxes, including Mexican, United States or United Kingdom taxes.

## DISTRIBUTION

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| 32. | (i) If syndicated, names of Managers:       | Not Applicable.                                  |
|     | (ii) Stabilizing Manager (if any):          | Not Applicable.                                  |
| 33. | If non-syndicated, name of relevant Dealer: | J.P. Morgan Securities Ltd.                      |
| 34. | Additional selling restrictions:            | The Notes will not be and are not intended to be |

registered in the securities section of the Mexican National Securities Registry (*Registro Nacional de Valores*), and, therefore, the Notes are not being and may not be offered publicly in Mexico, and may not be the subject of brokerage activities (within the meaning of the Mexican Securities Market Law) within Mexico. The Notes may be the subject of a private placement in Mexico, pursuant to Article 8 of the Mexican Securities Market Law.

## GENERAL

35. Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with Condition 12(b): Not Applicable.

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ISIN: XS0325137437  
Common Code: 032513743

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## LISTING APPLICATION AND APPLICATION FOR ADMISSION TO TRADING

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the U.S.\$25,000,000,000 Euro Medium Term Note Program of JPMorgan Chase & Co.


## DEEMED REPRESENTATIONS

By its purchase of a Note, the holder is deemed to have represented to the Issuer that (a) it is purchasing that Note as principal (and not as agent or in any other capacity); (b) it has the power to purchase that Note and to execute any documentation relating to that Note and has taken all necessary action to authorise such purchase and execution; (c) the Issuer is not acting as fiduciary for it; (d) it is not relying on any representations made by the Issuer with respect to that Note; (e) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, and trading decisions based upon such judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer; and (f) it is a sophisticated investor and has purchased that Note with a full understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:   
Duly authorized



**THE ISSUER**

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