



Registration of a Charge

Company Name: **ROLFE & NOLAN SYSTEMS LIMITED**

Company Number: **03290332**



Received for filing in Electronic Format on the: **08/06/2021**

XA68RVBE

Details of Charge

Date of creation: **03/06/2021**

Charge code: **0329 0332 0017**

Persons entitled: **UBS AG, STAMFORD BRANCH**

Brief description:

Contains fixed charge(s).

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: **CLARA DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3290332

Charge code: 0329 0332 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2021 and created by ROLFE & NOLAN SYSTEMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2021 .

Given at Companies House, Cardiff on 9th June 2021

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**

FIRST LIEN U.S. COLLATERAL AGREEMENT SUPPLEMENT

FIRST LIEN U.S. COLLATERAL AGREEMENT SUPPLEMENT dated as of June 3, 2021, between each of the entities listed in Annex I (the “**Grantors**”) and UBS AG, STAMFORD BRANCH, as Administrative Agent.

WHEREAS, the Guarantors party thereto and UBS AG, Stamford Branch, as Administrative Agent, are parties to the Amended and Restated First Lien U.S. Collateral Agreement dated as of June 10, 2014 (as heretofore amended and/or supplemented, the “**First Lien U.S. Collateral Agreement**”) under which the Guarantors secure the respective guarantees of certain of the obligations of ION Trading Technologies S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 63-65, rue de Merl, L-2146 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 177.176 (the “**Lux Borrower**”) (the “**Guarantee**”), under that certain Amended and Restated Credit Agreement, dated as of June 10, 2014, among the Lux Borrower, ION Trading Technologies Limited, as Holdings, each lender from time to time party thereto and UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent and an L/C Issuer (as amended, amended and restated, supplemented or otherwise modified from time to time);

WHEREAS, each of the Grantors desires to become a party to the First Lien U.S. Collateral Agreement as a Guarantor and Grantor thereunder; and

WHEREAS, terms defined in the First Lien U.S. Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien U.S. Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Grant of Transaction Liens.* In order to secure its Secured Obligations, each Grantor grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all the following property of the respective Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (the “**New Collateral**”):

(a)

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all cash and Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;

(vi) all General Intangibles (including (x) any Equity Interests in other Persons that do not constitute Investment Property and (y) any Intellectual Property);

(vii) all Instruments;

(viii) all Inventory;

(ix) all Investment Property;

(x) the Commercial Tort Claims described in Schedule 13 of the Perfection Certificate dated the date hereof;

(xi) all Letter-of-Credit Rights;

(xii) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of such Grantor pertaining to any of its Collateral;

(xiii) such Grantor's ownership interest in (A) its Collateral Accounts, (B) all Financial Assets credited to its Collateral Accounts from time to time and all Security Entitlements in respect thereof, (C) all cash held in its Collateral Accounts from time to time and (D) all other money in the possession of the Administrative Agent;

(xiv) all other Goods (including but not limited to Fixtures) and personal property of such Grantor, whether tangible or intangible; and

(xv) all Proceeds of the Collateral described in the foregoing clauses (i) through (xiv);

provided that the Collateral will not include any Excluded Property.

(b) With respect to each right to payment or performance included in the Collateral from time to time, the Transaction Lien granted therein includes a continuing security interest in (i) any Supporting Obligation that supports such payment or performance and (ii) any Lien that (x) secures such right to payment or performance or (y) secures any such Supporting Obligation.

(c) The foregoing Transaction Liens are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or transfer or in any way affect or modify, any obligation or liability of each respective Grantor with respect to any of the New Collateral or any transaction in connection therewith.

2. *Delivery of Collateral.* Concurrently with delivering this First Lien U.S. Collateral Agreement Supplement to the Administrative Agent, each Grantor is complying with the provisions of Section 6 of the First Lien U.S. Collateral Agreement with respect to Investment Property, in each case if and to the extent included in the New Collateral at such time.

3. *Party to First Lien U.S. Collateral Agreement.* Upon delivering this First Lien U.S. Collateral Agreement Supplement to the Administrative Agent, each Grantor will become a party to the First Lien U.S. Collateral Agreement and will thereafter have all the rights and obligations of a Guarantor and a Grantor thereunder and be bound by all the provisions thereof as fully as if the applicable Grantor were one of the original parties thereto.

4. *Representations and Warranties.* Each Grantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(a) Each Grantor organized in the United States has delivered a Perfection Certificate to the Administrative Agent. The information set forth therein is correct and complete as of the date hereof.

(b) The execution and delivery of this First Lien U.S. Collateral Agreement Supplement by each Grantor and the performance by it of its obligations under the First Lien U.S. Collateral Agreement as supplemented hereby are within its corporate or other powers, have been duly authorized by all necessary corporate or other action, require no action by or in respect of, or (save for the requirement to file particulars of this First Lien U.S. Collateral Agreement Supplement in the Companies Registration Office by way of a Form C1 or Forms C1A and C1B) filing with, any governmental body, agency or official and do not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate or articles of incorporation or other constitutive documents, or of any agreement, judgment, injunction, order, decree or other instrument binding upon it or result in the creation or imposition of any Lien (except a Transaction Lien) on any of its assets.

(c) The First Lien U.S. Collateral Agreement as supplemented hereby constitutes a valid and binding agreement of each Grantor, enforceable in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity.

(d) Each of the representations and warranties set forth in Sections 3, 6, and 7 of the First Lien U.S. Collateral Agreement is true as applied to each Grantor and the New Collateral. For purposes of the foregoing sentence, references in said Sections to a "Grantor" shall be deemed to refer to each Grantor, references to Schedules to the First Lien U.S. Collateral Agreement shall be deemed to refer to the corresponding Schedules to this First Lien U.S. Collateral Agreement Supplement, references to "Collateral" shall be deemed to refer to the New Collateral, and references to the "Closing Date" shall be deemed to refer to the date on which the Grantor signs and delivers this First Lien U.S. Collateral Agreement Supplement.

5. *[Reserved].*

6. *Governing Law.* This First Lien U.S. Collateral Agreement Supplement shall be construed in accordance with and governed by the laws of the State of New York.

Annex I

1. Barracuda FX LLC, a Delaware limited liability company
2. Broadway Barracuda Holdings, LLC, a Delaware limited liability company
3. Geraki Holdco, Inc., a Delaware corporation
4. Geraki Holdco II, Inc., a Delaware corporation
5. ION Capital UK Limited, a private limited company incorporated under the laws of England and Wales
6. ION Trading UK Limited, a private limited company incorporated under the laws of England and Wales
7. Patsystems Limited, a private limited company incorporated under the laws of England and Wales
8. Rolfe & Nolan Systems Limited, a private limited company incorporated under the laws of England and Wales
9. Geraki Holdings Limited, a private limited company incorporated under the laws of Ireland
10. Lab49 Consulting Limited, a private limited company incorporated under the laws of Ireland

IN WITNESS WHEREOF, the parties hereto have caused this First Lien U.S. Collateral Agreement Supplement to be duly executed by their respective authorized officers as of the day and year first above written.

BARRACUDA FX LLC

By:


Name: Kieran Fitzpatrick
Title: Chief Executive Officer

BROADWAY BARRACUDA HOLDINGS, LLC

By:

Name: Alex Triplett
Title: Authorized Officer

GERAKI HOLDCO, INC.

By:

Name: Alex Triplett
Title: Authorized Officer

GERAKI HOLDCO II, INC.

By:

Name: Alex Triplett
Title: Authorized Officer

ION CAPITAL UK LIMITED

By:

Name: Alex Triplett
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this First Lien U.S. Collateral Agreement Supplement to be duly executed by their respective authorized officers as of the day and year first above written.

BARRACUDA FX LLC

By: _____
Name: Kieran Fitzpatrick
Title: Chief Executive Officer

BROADWAY BARRACUDA HOLDINGS, LLC

By: _____
Name: Alex Triplett
Title: Authorized Officer

GERAKI HOLDCO, INC.

By: _____
Name: Alex Triplett
Title: Authorized Officer

GERAKI HOLDCO II, INC.

By: _____
Name: Alex Triplett
Title: Authorized Officer

ION CAPITAL UK LIMITED

By: _____
Name: Alex Triplett
Title: Director

GERAKI HOLDINGS LIMITED

By:



Name: Patrick Walsh

Title: Director

PATSYSTEMS LIMITED

By: 

Name: Mandy Rutter

Title: Director

ROLFE & NOLAN SYSTEMS LIMITED

By: 

Name: Mandy Rutter

Title: Director

ION TRADING UK LIMITED

By: 
Name: Conor Clinch
Title: Director

LAB49 CONSULTING LIMITED

By: 

Name: Patrick Walsh

Title: Director

UBS AG, STAMFORD BRANCH, as
Administrative Agent

By:

_____

Name:

Title:

By:

_____

Name:

Title: