

MR01

Particulars of a charge

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

You can use the WebFiling
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 the charge
instrument. Use form MR02.



LD5 14/09/2015 #85
COMPANIES HOUSE

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. If
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 will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 03978346

Company name in full FFASTFILL LIMITED

15 For official use

→ Filling 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 03/09/2015

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 UBS AG, STAMFORD BRANCH as collateral agent and
trustee for the secured parties

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

N/A

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

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 & Overy LLP X
11/09/2015

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name MICHELLE DALTON

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX DX 73 LONDON/CITY

Telephone +44 203 088 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: 3978346

Charge code: 0397 8346 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2015 and created by FFASTFILL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2015.

DX

Given at Companies House, Cardiff on 18th September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

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

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overy LLP
11/09/2015

SUPPLEMENTAL FIRST LIEN SECURITY AGREEMENT

DATED 3 September 2015

between

THE COMPANIES LISTED IN SCHEDULE 1
as Chargors

and

UBS AG, STAMFORD BRANCH
as Administrative Agent

relating to

the May 2013 First Lien Debenture, the July 2013 First Lien Debenture and the July 2015 First
Lien Supplemental Security Agreement
(each as defined below)

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 3 September 2015

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a **Chargor**), and
- (2) **UBS AG, STAMFORD BRANCH** as collateral agent and trustee for the Secured Parties (the **Administrative Agent**, which expression includes any person which is for the time being the agent for the Secured Parties for the purposes of the May 2013 First Lien Debenture, the July 2013 First Lien Debenture and the July 2015 First Lien Supplemental Security Agreement respectively)

BACKGROUND

- (A) ION Trading Technologies Limited as holdings (**Holdings**), ION Trading Technologies S á r L as borrower (the **Borrower**) and Credit Suisse AG, Cayman Islands Branch as administrative agent, amongst others, have entered into a first lien credit agreement originally dated 22 May 2013 (the **2013 First Lien Credit Agreement**), which has been amended and restated on 10 June 2014 and further amended by an amendment agreement dated 28 July 2015 and as may be further amended or restated, from time to time including the amendments under the Amendment Agreement (as defined below) (the **2014 First Lien Credit Agreement**)
- (B) On 10 June 2014, Credit Suisse AG, Cayman Islands Branch as existing agent, UBS AG Stamford Branch and the Borrower have entered into a first lien successor agent agreement whereby
 - (i) Credit Suisse AG, Cayman Islands Branch resigned as administrative agent under the 2013 First Lien Credit Agreement;
 - (ii) all of the rights, powers and duties of Credit Suisse AG, Cayman Islands Branch as existing administrative agent under the 2013 First Lien Credit Agreement are vested in UBS AG, Stamford Branch as the successor administrative agent, and
 - (iii) the Borrower consented to the appointment of UBS AG, Stamford Branch as the successor administrative agent under the 2014 First Lien Credit Agreement
- (C) On 28 July 2015, the 2014 First Lien Credit Agreement was amended by an amendment agreement entered into between, among others, the Borrower, ION Trading Finance Limited, Holdings and the Administrative Agent
- (D) On the date of this Deed, the 2014 First Lien Credit Agreement is further amended by an amendment agreement entered into between, among others, the Borrower, ION Trading Finance Limited, Holdings and the Administrative Agent (the **Amendment Agreement** and such amended 2014 First Lien Credit Agreement, the **First Lien Credit Agreement**)
- (E) Each Chargor enters into this Deed in connection with the First Lien Credit Agreement
- (F) This Deed is supplemental to (1) a first lien debenture dated 22 May 2013 made between the relevant Chargors and Credit Suisse AG, Cayman Islands Branch as administrative agent (the **May 2013 First Lien Debenture**), (2) a first lien debenture dated 31 July 2013 and made between the relevant Chargors and Credit Suisse AG, Cayman Islands Branch as administrative agent (the **July 2013 First Lien Debenture**, and together with the May 2013

First Lien Debenture, the **Debentures** and each a **Debenture**) and (3) a supplemental first lien security agreement dated 28 July 2015 and made between the Chargors and the Administrative Agent in respect of the Debentures (the **July 2015 First Lien Supplemental Security Agreement**, together with the Debentures, the **Security Agreements**)

- (G) It is intended that this Deed 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 Definitions

Unless expressly defined in this Deed or otherwise specified, capitalised terms defined in the Debentures have the same meanings in this Deed

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Debentures will have effect as if set out in this Deed, save that references to 'this Deed' in the Debentures shall be construed as references to this Deed

2. CONFIRMATION

2.1 Each Chargor acknowledges and agrees that

- (a) each Security Agreement secures (and was intended as and from the date thereof to secure) the payment, discharge and performance of the Secured Obligations (as defined in each Debenture) including, without limitation, under the First Lien Credit Agreement as amended, varied, novated, supplemented, extended, restated (however fundamental and whether or not more onerous) or replaced including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or Collateral Document (as defined in the First Lien Credit Agreement) or other document or security from time to time,
- (b) each Security Agreement continues to have full force and effect in accordance with its terms and to secure the payment, discharge and performance of the Secured Obligations (as defined in each Debenture) including, without limitation, under the First Lien Credit Agreement in favour of the Secured Parties (as defined in each Debenture) on the terms set out therein, and
- (c) without prejudice to the foregoing, to the extent (if any) to which (notwithstanding such acknowledgement and agreement) a Security Agreement does not have or continue to have full force or effect, each Chargor as security for the payment discharge and performance of the Secured Obligations in favour of the Administrative Agent to hold on trust for the Secured Parties and on the terms set out in each such Security Agreement (all of which shall apply as between each Chargor and the Administrative Agent as if repeated and set out in full herein *mutatis mutandis* and as if dated as of the date of this Deed and as if any reference therein included a reference to this Deed)

- (A) charges by way of first fixed charge all estates or interests in any freehold or leasehold property,
- (B) charges
 - (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, this includes the shares specified in Schedule 2 (*Shares*) of this Deed, and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf,
- (C) charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession,
- (D) charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it,
- (E) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest,
- (F) charges by way of a first fixed charge, all of its rights in respect of
 - (i) any know-how, source code, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (*Security Assets*) to each Debenture under the heading **Specific Intellectual Property Rights**;
 - (ii) any copyright or other intellectual property monopoly right, or
 - (iii) any interest (including by way of licence) in any of the above,
 in each case whether registered or not and including all applications for the same,
- (G) charges by way of first fixed charge
 - (i) any beneficial interest, claim or entitlement it has in any pension fund,
 - (ii) its goodwill,
 - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (iii) above, and

(v) its uncalled capital, and

(H) charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause (and such floating charge created by this Clause constitutes a **qualifying floating charge** for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986)

2.2 The Administrative Agent declares that it holds the benefit of this Deed on trust for the Secured Parties

3. REPRESENTATIONS

The Chargors make the representations set out in clause 3 (*Representations – General*), clause 5.2 (*Land – Information for Report on Title*), clause 5.3 (*Land – Title*), clause 6.2 (*Investments – Investments*), clause 7.1 (*Restricted Credit Balances – Representations*), clause 8.2 (*Intellectual Property – Representations*) and clause 9.2 (*Relevant Contracts – Representations*) of the Debentures on the date of this Deed to each Secured Party (as defined in each such Debenture)

4. FURTHER ASSURANCE

4.1 Subject to the applicable provisions of the First Lien Credit Agreement, each Chargor must, at its own expense, take whatever action the Administrative Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Administrative Agent or any Receiver or any of their delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Administrative Agent or to its nominee, and
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Administrative Agent may think expedient

4.2 The obligations of the Chargors under this Clause 4 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

5. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Administrative Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed at any time after the occurrence of an Event of Default which is continuing. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

6. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same deed

7 MISCELLANEOUS

7.1 This Deed and each Security Agreement, as supplemented by this Deed, are Non-U S Security Documents

7.2 The provisions of clauses 1.4 (*Third Party Rights*), clause 2.1 (*General*) and clauses 20 (*Changes to the Parties*) to 26 (*Remedies and Waivers*) of the Debentures, and any other provisions thereof referred to in such clauses, shall be incorporated into this Deed as if repeated and set out in full herein mutatis mutandis

8. GOVERNING LAW AND JURISDICTION

8.1 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

8.2 Jurisdiction

- (a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**)
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

THIS DEED has been duly executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
THE CHARGORS

Chargor Name	Company Number	Jurisdiction of Incorporation
PATSYSTEMS LIMITED	04498002	England and Wales
FFASTFILL LIMITED	03978346	England and Wales
ION TRADING UK LIMITED	03261502	England and Wales
ROLFE & NOLAN SYSTEMS LIMITED	03290332	England and Wales

SCHEDULE 2

SHARES

Shareholder	Company	Number of shares	Class
Patsystems Limited	Patsystems Holdings Limited	131,538,126	Ordinary shares of £0.01 each
Patsystems Limited	Patsystems Holdings Limited	1	Deferred share of £0.01
Patsystems Limited	Patsystems (UK) Limited	187,432	Ordinary shares of £0.01 each
FFastFill Limited	FFastFill Europe Limited	2,743,940	Ordinary shares of £0.10 each
ION Trading UK Limited	ION Consulting UK Limited	38,503	Ordinary shares of £1.00 each
ION Trading UK Limited	Rolfe & Nolan Holdings Limited	990,945	Ordinary shares of £0.01 each
ION Trading UK Limited	Yolus Limited	311,971	Ordinary shares of £0.01 each
ION Trading UK Limited	Rolfe & Nolan Systems Limited	2	Ordinary shares of £1.00 each

SIGNATORIES

THE CHARGORS

EXECUTED as a DEED by

PATSYSTEMS LIMITED
acting by

)
)
)
)
)



Director *Conor Clinch*

Address 26th Floor, 30 St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



CIARAN MCGLOTHLIN
4th Floor, MINERVA HOUSE
SIMMONSCOURT RD
DUBLIN 4
Ireland

EXECUTED as a DEED by

FFASTFILL LIMITED
acting by

)
)
)
)
)



Director *Conor Clinch*

Address 26th Floor, 30 St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



CIARAN MCGLOTHLIN
4th Floor MINERVA HOUSE
SIMMONSCOURT RD
DUBLIN 4
Ireland

EXECUTED as a DEED by

ION TRADING UK LIMITED

acting by

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)
)
)



Director *Conor Clinch*

Address 26th Floor, 30 St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



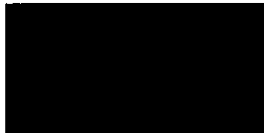
CIANAN MCGLOTHLIN
4th Floor, Minerva House
Summercourt Rd
Dublin 4
Ireland

EXECUTED as a DEED by

ROLFE & NOLAN SYSTEMS LIMITED

acting by

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)
)
)



Director *Conor Clinch*

Address 26th Floor, 30 St Marys Axe, London EC3A 8EP, United Kingdom

In the presence of

Witness's signature

Name

Address



CIANAN MCGLOTHLIN
4th Floor, Minerva House
Summercourt Rd
Dublin 4
Ireland

THE ADMINISTRATIVE AGENT


EXECUTED as a DEED by

UBS AG, STAMFORD BRANCH

acting by


Authorised Signatory

Denise Bushee, Associate Director


Authorised Signatory

Craig Pearson, Associate Director

Address 677 Washington Blvd , Stamford, CT 06912

Fax Number 203 - 719 - 3888

Attention Loan Administration Team