



Registration of a Charge

Company Name: **FFASTFILL LIMITED**

Company Number: **03978346**



XA65WS0H

Received for filing in Electronic Format on the: **07/06/2021**

Details of Charge

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

Charge code: **0397 8346 0018**

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

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **CLARA DAVIES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3978346

Charge code: 0397 8346 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2021 and created by FFASTFILL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th June 2021 .

Given at Companies House, Cardiff on 8th 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**

EXECUTION VERSION

This Deed is dated 3 June 2021

Between:

- (1) Each entity listed in Schedule 2 hereto (the “**Additional Chargors**”);
- (2) **UBS AG, STAMFORD BRANCH** as agent and trustee for the Secured Parties under and as defined in the Credit Agreement referred to below (the “**Administrative Agent**”).

Background:

- (A) The Additional Chargors have agreed to enter into a debenture dated 19 December 2018 between ION Capital UK Limited and others as Original Chargors and the Administrative Agent (the “**Debenture**”) and to become Chargors under the Debenture.
- (B) Barracuda FX (UK) Limited and ION Capital UK Limited will also, by execution of a separate instrument, become parties to the Credit Agreement each as a Loan Party.
- (C) It is intended that this document 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

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document as defined in the Credit Agreement.

2. Accession

With effect from the date of this Deed the Additional Chargors:

- (a) will become parties to the Debenture as Chargors; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. Security

Paragraphs (a) to (f) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.

- (a) All the Security created by the Debenture:
 - (i) is created in favour of the Administrative Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

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- (b) If the Additional Chargors assign an agreement under the Debenture (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
- (i) the Additional Chargors must notify the Administrative Agent immediately;
 - (ii) the assignment or charge will not take effect until that consent is obtained;
 - (iii) unless the Administrative Agent otherwise requires, the Additional Chargors must, and each other Additional Chargor must ensure that the Additional Chargors will, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iv) the Additional Chargors must promptly supply to the Administrative Agent a copy of the consent obtained by it.
- (c) The Administrative Agent holds the benefit of the Debenture on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by the Debenture.
- (e) The Additional Chargors charge and/or assign each of their assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (f) below.
- (f) The Additional Chargors charge by way of first fixed charge, all their present and future right, title and interest in:
- (i) Investments (including the Shares);
 - (ii) all uncalled capital and goodwill;
 - (iii) all Intellectual Property (including all Registered Intellectual Property) owned by them or acquired by them in the future, and all Related Rights;
 - (iv) any beneficial interest, claim or entitlement they have to any assets of any pension fund (to the extent permitted by law);
 - (v) the benefit of any Authorisation (statutory or otherwise) held in connection with their business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to them in connection therewith; and
 - (vi) all Plant and Machinery.

4. Miscellaneous

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargors had been original parties in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed); and

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- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to Schedule 1 to this Deed (or relevant part of it).

5. **Law**

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

6. **Restrictions on Dealings**

The Additional Chargor may not:

- (a) create or purport to create or permit to exist any Security over any Security Assets;
or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset all or any part
- (c) of its assets

in each case, unless permitted under and in accordance with the Credit Agreement or any other Loan Document.

This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Parent and is intended to be and is delivered by it as a deed on the date specified above.

[Signature pages follow]

Schedule 1

Part A Shares

Additional Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Patsystems Limited	Patsystems Hong Kong Limited	-	Ordinary	100
	Patsystems (NA) LLC	-	-	-
	Patsystems Pty Ltd	-	Ordinary	26,000
	Patsystems GmbH	-	-	-
	Professional Automated Trading Systems B.V.	-	-	20,000
	Patsystems (UK) Limited	-	Ordinary	187,432
	ION Group Private Ltd	-	Ordinary	2
ION Trading UK Limited	ION Trading India Private Limited	ION Trading Ireland Limited (1 share)	-	236,500
	ION Trading Japan K.K.	-	Common	1
	ION Trading SL	-	-	-
	Rolfe & Nolan Systems Limited	-	Ordinary	2
	ION Trading GmbH	-	-	-
	ION Trading Australia Pty. Ltd	-	Ordinary	100,000
	ION Trading S.r.l.	-	-	-
	ION Trading Inc.	-	-	79,143
	ION Consulting UK Limited	-	Ordinary	1

	Rolfe & Nolan (Asia Pacific) Pte Ltd	-	Ordinary	2
FFastFill Limited	FFastFill HK Limited	-	Ordinary	1
	FFastFill Japan K.K.	-	-	
	FFastFill Europe Ltd	-	Ordinary	2,743,940
	FFastFill UK Limited	-	Ordinary	1
	FFastFill Inc.	-	Common Stock	7,001,000
	FFastFill Australia Pty Ltd	-	Ordinary	100

Part B Relevant Contracts

None at the date of this Deed

Part C Registered Intellectual Property Description

Trade marks

Mark text	Registration #	Registration Office	Owner	Classes
ION	4006698	EU	ION Trading Limited	UK 9, 42
AQ Engine	4007266	EU	ION Trading Limited	UK 9, 42
MMI	4006235	EU	ION Trading Limited	UK 9, 42
MMS	4006508	EU	ION Trading Limited	UK 9, 42
Perfimeter	4006151	EU	ION Trading Limited	UK 9, 42
Quote Meter	4006862	EU	ION Trading Limited	UK 9, 42
RFQ Engine	4006276	EU	ION Trading Limited	UK 9, 42
VM	4006847	EU	ION Trading Limited	UK 9, 42
VMO	4007308	EU	ION Trading Limited	UK 9, 42
VMQ	4007282	EU	ION Trading Limited	UK 9, 42
ION TRADING	T1211458B	Singapore	ION Trading Limited	UK 9, 38, 42
ION	T1211456F	Singapore	ION Trading Limited	UK 9, 38, 42
ION logo	T1211460D	Singapore	ION Trading Limited	UK 9, 38, 42
ION	1591873	Australia	ION Trading Limited	UK 36
ION TRADING	1591876	Australia	ION Trading Limited	UK 36

ION	1492104	Australia	ION Trading Limited	UK	9, 35, 38, 41, 42
ION TRADING	1492105	Australia	ION Trading Limited	UK	9, 35, 38, 41, 42

Part D Accounts

None at the date of this Deed

Schedule 2
Additional Chargors

Additional Chargor	Jurisdiction of incorporation	Registered number	Registered office
Barracuda FX (UK) Limited	England and Wales	12965796	C/O Ion, 10 Queen Street Place, London, England, EC4R 1BE
ION Trading UK Limited	England and Wales	03261502	C/O Ion, 10 Queen Street Place, London, England, EC4R 1BE
Patsystems Limited	England and Wales	04498002	C/O Ion, 10 Queen Street Place, London, England, EC4R 1BE
Rolfe & Nolan Systems Limited	England and Wales	03290332	C/O Ion, 10 Queen Street Place, London, England, EC4R 1BE
FfastFill Limited	England and Wales	03978346	C/O Ion, 10 Queen Street Place, London, England, EC4R 1BE

Signatories to Deed of Accession

The Additional Chargors

Executed as a deed by
BARRACUDA FX (UK) LIMITED

} 

Director/Authorised Signatory

Patrick Walsh

(PRINT NAME)

in the presence of:



(SIGNATURE OF WITNESS)

Name: Nicole Walsh

(BLOCK CAPITALS)

Address:







Occupation:



Executed as a deed by
PATSYSTEMS LIMITED



.....
Director/Authorised Signatory

Mandy Rutter

.....
(PRINT NAME)

in the presence of:

Name: Neil Griffin

.....
(BLOCK CAPITALS)

.....
(SIGNATURE OF WITNESS)

Address:

.....

.....

Occupation:

.....

Executed as a deed by
**ROLFE & NOLAN SYSTEMS
LIMITED**

}
[Redacted]
.....
Director/Authorised Signatory

Mandy Rutter
.....
(PRINT NAME)

in the presence of:

Name: Neil Griffin
.....
(BLOCK CAPITALS)

[Redacted]
.....
(SIGNATURE OF WITNESS)

Address: [Redacted]
.....
.....

Occupation: [Redacted]
.....

Executed as a deed by
ION TRADING UK LIMITED



[Redacted Signature]

.....
Director/Authorised Signatory

Conor Clinch

.....
(PRINT NAME)

in the presence of:

[Redacted Signature]

.....
(SIGNATURE OF WITNESS)

Name: Bernadette Ryan

.....
(BLOCK CAPITALS)

Address:

[Redacted Address Line 1]

[Redacted Address Line 2]

[Redacted Address Line 3]

Occupation:

[Redacted Occupation Line]

Executed as a deed by
FFASTFILL LIMITED

}
........
Director/Authorised Signatory

Conor Clinch

(PRINT NAME)

in the presence of:

Name: Bernadette Ryan
(BLOCK CAPITALS)

.....
(SIGNATURE OF WITNESS)

Address: 


.....

Occupation: .....

The Administrative Agent

Executed as a deed by
UBS AG, STAMFORD BRANCH

(PRINT NAME) Anthony N Joseph
Associate Director

in the presence of:

Name:

(BLOCK CAPITALS)

Address:

Occupation:

Director/Authorised Signatory

Ken Chin

Director

.....
(SIGNATURE OF WITNESS)

Houssem Daly
Director