



Registration of a Charge

Company name: **ED BROKING HOLDINGS (LONDON) LIMITED**

Company number: **00998625**



X73K7YZD

Received for Electronic Filing: **10/04/2018**

Details of Charge

Date of creation: **29/03/2018**

Charge code: **0099 8625 0014**

Persons entitled: **UNICREDIT BANK AG**

Brief description: **NOT APPLICABLE.**

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 TRUE COPY OF THE COMPOSITE ORIGINAL.**

Certified by: **OLIVER TRAVERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 998625

Charge code: 0099 8625 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2018 and created by ED BROKING HOLDINGS (LONDON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2018 .

Given at Companies House, Cardiff on 12th April 2018

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**

PLEDGING BALANCES ON ACCOUNTS

kept with the Bank

Please indicate

The following is agreed
between (hereinafter referred to as »Pledgor«)

Pledgor (name, company name, address)

Ed Broking Holdings (London) Limited
52 Leadenhall Street
London EC3A 2EB United Kingdom

and the above-named financial institution
(hereinafter referred to as »Bank«)

Account Number:

Account Number:

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original.

Signed:

Name:

Title:

Dated:

1. Pledged Assets

- 1.1 The Pledgor hereby pledges to the Bank his current claims against the Bank under the above-stated account(s) kept with the Bank (for example savings accounts deposits, savings certificates, time-deposit accounts, other investment accounts) including any interest accrued thereon.
If and to the extent that such claims are evidenced by documents (for example passbooks, savings certificates), such documents shall be handed over to the Bank.
- 1.2 Balances invested in accordance with the 5th German Capital Formation Law (5. Vermögensbildungsgesetz) shall not be subject to the Pledge created hereunder for the duration of their investment.

2. Purpose of pledge

- ☒ Unlimited collateralization Pledgor's own liabilities.

The Pledge shall serve to secure any and all present, future and contingent claims the Bank and all its domestic and international branches have against the Pledgor under the banking relationship. Where the Pledgor has assumed liability (for example as surety) for any debts incurred by another customer of the Bank, the Pledge shall not serve to secure the debt resulting from any such assumption of liability until such debt becomes due and payable.

- ☐ Limited collateralization of third-party liabilities, and comprehensive collateralization of Pledgor's own liabilities.

The Pledge shall serve to secure the following claims the Bank has against the borrower(s) (hereinafter referred to as »Borrower(s)«), even if the agreed term of the loan is extended and/or the applicable interest rate altered:

Description and amount of claim, Borrower's first name/name and address

Furthermore, the Pledge shall serve to secure all present, future and contingent claims the Bank and all its domestic and international branches have against the Pledgor under the banking relationship.

- ☐ Limited collateralization of third-party liabilities, and limited collateralization of Pledgor's own liabilities.

The Pledge shall serve to secure the following claims the Bank has against the borrower(s) (hereinafter referred to as »Borrower(s)«), even if the agreed term of the loan is extended and/or the applicable interest rate altered:

Description and amount of claim, Borrower's first name/name and address

The pledge shall also secure any bridging loans granted for above-mentioned loans. If the Pledge initially refers to an overdraft facility the term of which is limited to one year at most, it shall also secure any extension thereof provided that its purpose is not changed.

Should the loan agreement be invalid, effectively contested, revoked or cancelled, or be ineffective or unenforceable for other reasons, any and all contractual and statutory claims of the Bank resulting herefrom vis-à-vis the Borrower shall be secured.

- ☐ Collateralization of a guarantee.

The Pledge shall secure all claims the Bank has against _____ (guarantor)
under the guarantee agreement in the amount of _____
dated _____.

3. Pledge of cash proceeds from pledged assets

- 3.1 The Bank will credit the proceeds from pledged assets to an account upon maturity. The Pledgor agrees to pledge to the Bank the deposits maintained at any time on such accounts to secure the claims specified in Clause 2 hereof.

4. The Bank's right of realisation

- 4.1 The Bank may realise the pledged assets, if the Borrower is in default with any payment obligations secured hereunder. The Bank may realise the pledged assets only to such extent as is necessary for the fulfilment of the overdue payment obligations.
- 4.2 The Bank shall notify the Pledgor of any such realisation of the pledged assets by giving prior written notice thereof to the

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Pledgor and specifying a cure period. Such notice may be accompanied by a demand for payment. In the event that the conclusion of this Pledge Agreement constitutes a commercial transaction for the Pledgor, a cure period of at least seven days shall be granted. Otherwise, the cure period shall be one month.

5. Return, release of pledged assets

- 5.1 Following satisfaction of the Bank's claims secured by the Pledge, the Bank shall release to the Pledgor the pledged assets as well as any surplus proceeds derived from any realization thereof. However, the Bank will release the pledged assets to a third party if required to do so.
- 5.2 Even prior to satisfaction in full of the Bank's claims secured by the Pledge, the Bank shall release upon demand the assets pledged to it as well as any other securities (for example assigned claims, land charges) provided to the Bank at its option to the respective security provider in whole or in part, provided that the realizable value of all securities does not only temporarily exceed 110% of the Bank's secured claims.
- 5.3 When selecting securities to be released, the Bank will take into account the legitimate interests of the Pledgor and the providers of any additional security.

If the Pledgor is not the Borrower, the following provisions shall apply in addition (Nos. 6 and 7)

6. Waiver of defense

The Pledge shall continue to be valid and effective even if the Borrower is in the position to contest the transaction underlying his liability (waiver of the defense of voidability of principal debt to which the Pledgor is entitled pursuant to Section 1211/770(1) BGB (German Civil Code)). The Pledgor may plead that the Bank may satisfy its claims by setoff against matured claims of the Borrower only if the claim set up by the Borrower has not been contested or has been recognized by non-appealable judgment (waiver of the defense of set-off to which the Pledgor is entitled pursuant to Section 1211/770(2) of the German Civil Code).

7. Transfer of collateral

- 7.1 Upon satisfaction of any of the Bank's claims by the Pledgor, the following shall apply: The Pledgor may not demand transfer of collateral provided by the Borrower until the claims secu-

red by the Pledge are fully satisfied and the collateral to be transferred does no longer serve to secure any other claims of the Bank. The Pledgor may not demand transfer of collateral that has not been provided by the Borrower until the respective security provider has consented to such transfer to the Pledgor.

- 7.2 If and to the extent that any collateral passes to the Pledgor by operation of law, the statutory provisions shall prevail. In the event that the Bank's claims exceed the realization proceeds and the collateral passing to the Pledgor by operation of law also serves to secure that portion of the claims that is not covered by the realization proceeds, the Bank's right to satisfaction shall take precedence over the Pledgor's right.
- 7.3 Claims the Pledgor may have against other security providers for compensation and transfer of collateral shall not be affected by the above provisions.

8. General lien in favor of the Bank

The general lien to which the Bank is entitled in accordance with Clause 14 of the Bank's General Business Conditions which also comprises any of the Pledgor's assets that are not subject to this Pledge Agreement shall remain valid and effective.

9. Legal validity

In the event that any provision of this Agreement is legally invalid or remains unenforced, this shall not affect the validity of the other provisions hereof.

10. Governing Law

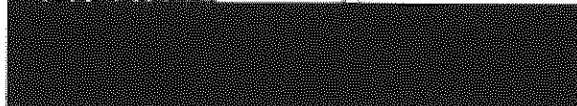
Governing Law: The Pledge shall be governed by the law of Federal Republic of Germany.

11. Place of Jurisdiction and agent for service of process

Unless the Pledgor is a consumer resident in a member state of the European Community, the following shall apply: Nonexclusive place of jurisdiction is Munich, Germany. The Pledgor appoints FIDEUROP GmbH, c/o BEITEN BURKHARDT, Westhafen Tower, Westhafenplatz 1, 60327 Frankfurt am Main as its agent for service of process. The Pledgor shall forward to the Bank the appointment letter of FIDEUROP duly signed by the Pledgor and FIDEUROP. In case the agent for service of process ceases to be at the disposal for such purpose for whatever reason, the Pledgor undertakes to inform the Bank accordingly without delay and to designate a new process agent.

Town/date
LONDON 29/3/2018

Company/Pledgor's signature



Town/date

UniCredit Bank Aktiengesellschaft

Bankvermerke

Wird von der Bank ausgefüllt – intern

- ☐ Sicherheit wurde in der Filiale mit dem Sicherheitengeber besprochen
- ☐ Unterschrift geprüft gemäß ZAD sowie Legitimationsdaten erfasst bzw. geprüft

- ☐ Legitimationsdaten sind nicht in CIF erfasst:

Geburtsdatum	Geburtsort
Staatsangehörigkeit	Datum der Ausstellung

☐ Personalausweis ☐ Nr. des Ausweisdokuments

☐ Reisepass

Ausstellende Behörde

- ☐ die für den Sicherheitengeber bestimmten und von der Bank gegengezeichneten Exemplare wurden ihm rechtzeitig (gem. ZAD innerhalb von 4 Wochen nach Eingang bei der Bank) ausgehändigt/zugesandt
- ☐ Sicherheit geprüft gemäß ZAD (auf Basis Prüfscheckliste Nr. _____ mit Stand _____)

Datum	Name Mitarbeiter	Unterschrift Mitarbeiter
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Town/date

Company/Pledgor's signature

Town/date

Hamburg, 19. April 2018

UniCredit Bank Aktiengesellschaft

Jörg Hermes

Gatzemeler