



Registration of a Charge

Company Name: **TP ICAP BROKING LIMITED**

Company Number: **02670499**



XBCG9GMJ

Received for filing in Electronic Format on the: **13/09/2022**

Details of Charge

Date of creation: **12/09/2022**

Charge code: **0267 0499 0018**

Persons entitled: **BNP PARIBAS SECURITIES SERVICES, FRANKFURT 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LORINA MAHAPATRA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2670499

Charge code: 0267 0499 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2022 and created by TP ICAP BROKING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2022 .

Given at Companies House, Cardiff on 14th September 2022

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**

Schedule 2
Security Documents - Germany
Security Financial Collateral Arrangement

THIS AGREEMENT is dated 12th September 2022 and made **BETWEEN**:

- (1) **BNP PARIBAS SECURITIES SERVICES**, a company incorporated under the laws of France, registered with the R.C.S. of Paris under number B 552 108 011, having its registered head office at 3 rue d'Antin 75002 Paris, acting through its banking branch established in Germany, at Europa-Allee 12, 60327 Frankfurt am Main, Germany (the **Collateral Taker**); and
- (2) **TP-ICAP BROKING LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at 135 Bishopsgate, London, England EC2M 3TP (the "**Collateral Provider**").

IT IS AGREED as follows:

1 Definitions and interpretation

- 1.1 In this agreement, **Terms** means the "BNP Paribas Securities Services, Security Financial Collateral Arrangement - Standard Terms" signed by the parties on 29th July 2022, as amended by this agreement.
- 1.2 Words and expressions defined in the Terms shall have the same meaning in this agreement unless the context otherwise requires. This agreement and the Terms constitute a Security Document.

2 Constitution of the Security Interest

- 2.1 The Collateral Provider agrees to pay the Financial Obligations when due. The Collateral Provider hereby grants a security interest to the Collateral Taker as security for the payment and discharge of the Financial Obligations (the "**Security Interest**").
- 2.2 The Security Interest is granted over each Relevant Account and any Collateral Assets.
- 2.3 The Security Interest constitutes a contractual pledge (*Vertragspfandrecht*) within the meaning of sections 1273 et seq. and sections 1204 et seq., as applicable, of the German Civil Code subject to the provisions therein.
- 2.4 In particular the Security Interest granted pursuant to paragraph 2.2 above shall be a pledge of such "**Collateral Assets**" which constitute financial collateral (*Finanzsicherheiten*) as defined in section 1, subsection 17 of the German Banking Act (*Kreditwesengesetz*) (the "**Financial Collateral**"), including in the form of (i) cash (*Guthaben*), including any interest, registered to a Relevant Account, (ii) any Financial Collateral (including any coupons and talons) which constitute securities (*Wertpapiere*) cleared via Clearstream Banking AG Frankfurt and registered to a Relevant Account (being a German securities custody account (*Wertpapierdepotkonto*); and (iii) claims for delivery and surrender (*Liefer- und Herausgabeansprüche*) vis-à-vis the Collateral Taker regarding any Financial Collateral (including any coupons and talons) which are securities

deposited outside Germany (*im Ausland ruhende Wertpapiere*) and registered to a Relevant Account (in this case such claims being Collateral Assets rather than the securities themselves).

- 2.5 Sections 1259, 1279 and 1295 of the German Civil Code shall apply to the Security Interest to the extent that the Collateral Assets have a market or exchange price.
- 2.6 The Security Interest takes full effect as between the Parties and vis-à-vis third parties from the date of execution of this Security Document, no further formalities being required for its creation and perfection. It shall remain in full force and effect until expressly released by the Collateral Taker in accordance with Clause 9 (*Release of the Security Interest*) of the Terms, notwithstanding that at any time (i) there are no Collateral Assets standing to the credit of any Relevant Account and (ii) the Financial Obligations have been satisfied in whole or in part.

3 Incorporation and amendments

3.1 This agreement is subject to, and incorporates the provisions of, the Terms.

3.2 The Terms are hereby amended as follows:

(a) a new Clause 1.1(e) (*Definitions and interpretation*) is inserted as follows:

“(e) the reference in Clause 6.1(a) to “selling or appropriating Collateral Assets” shall be construed in the case of securities pledged as “dem Sicherungsnehmer zufallen” by way of conditional acquisition of ownership (aufschiebend bedingter Eigentumserwerb) by the Collateral Taker and, in the case of cash credited to the Relevant Account, as collection (Einzahlung) of the relevant claim by way of a declaration communicated to the Collateral Provider.”;

(b) Clause 6.1(a) is deleted and replaced with the following provision:

“6.1(a) appropriating or selling (aus freier Hand) any Collateral Assets consisting of Financial Collateral which have an exchange or market price (Börsen-oder Marktpreis) at their current price (laufender Preis), whereby in case of such appropriation or sale the current exchange or market price of such Collateral Assets as of the relevant due date (Tag der Fälligkeit) shall be applied by the Collateral Taker to the satisfaction of the Financial Obligations referred to in Clause 4.2(b)(iii) even if, in case of a sale, the respective Collateral Assets have been sold at a lower price;”; and

(c) Clause 9 is deleted and replaced with the following provisions:

“9.1 Subject to Clause 9.2 below the Security Interest may not be released without the express prior written consent of the Collateral Taker.

9.2 The Collateral Taker expressly acknowledges that the pledges granted under the Security Document, due to their accessory nature (akzessorische Natur), automatically cease to exist upon the fulfilment of the underlying rights and claims secured by the pledge.”

4 Notifications

- 4.1 Unless expressly provided otherwise, any notice or other communication to be made or delivered to any Party under this Security Document shall be drafted in English language and made or delivered by letter, fax or email at the address, email address or fax number set out below:

Collateral Taker :

BNP PARIBAS SECURITIES SERVICES,
Frankfurt branch

Attention: Relationship Management department

Address: Europa-Allee 12, 60327 Frankfurt am Main

Tel: [●]

Fax: [●]

Emails: [●]

Collateral Provider :

TP-ICAP BROKING LIMITED

Attention: [●]

Address: 135 Bishopsgate, London,
England EC2M 3TP

Tel: [●]

Fax: [●]

Email: [●]

- 4.2 The Collateral Provider hereby gives notice of the Security Interest to the Collateral Taker. The Collateral Taker agrees (notwithstanding any other provision of this Security Document or of any BP2S Agreement) to the creation of the Security Interest and to the performance of the Collateral Provider's obligations under this Security Document.

5 Governing law and jurisdiction

- 5.1 This Security Document and any non-contractual obligations connected with it are governed by German law.
- 5.2 The courts of Frankfurt am Main have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Document or any non-contractual obligations connected with it (including a dispute regarding the existence validity or termination of this Security Document) (a "**Dispute**"). The Parties agree that the courts of Frankfurt am Main are the most appropriate and convenient courts to settle Disputes and accordingly, that they will not argue to the contrary.

- 5.3 Paragraph 5.2 is for the benefit of the Collateral Taker only. As a result the Collateral Taker will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Collateral Taker may take concurrent proceedings in any number of jurisdictions.

APPENDIX

BP2S Agreements

Full description of the relevant agreement	Date of signature
Global Settlement Agreement/Global Custody Agreement between BNP Paribas Securities Services and TP-ICAP Broking Limited	10 th June 2022
Local Document Euronext between BNP Paribas Securities Services and Tullett Prebon Securities Limited	7 th November 2014
Custody Agreement between BNP Paribas Securities Services and Tullett Prebon Securities Limited	23 rd March 2009

ANNEX 1 – LIST OF RELEVANT ACCOUNT(S)

6525940000

6525948880

This Security Document has been executed [in two (2) copies for non UK Clients] [in three (3) copies for UK clients] and delivered on the date stated at the beginning of this Security Document.

BNP PARIBAS SECURITIES SERVICES, Frankfurt branch

by : 

name : Gary O'Brien

title : Head of Bank and Broker Segment Strategy

by : 

name : Luiz Nicolas

title : Sales and Market Specialist

TP-ICAP BROKING LIMITED

by : 

name : Emma Prophet

title : Group Head of Operations

by : 

name : Paul McQuillan

title : Head of Operations EMEA