

FORM 1001 Pledge & Assignment Agreement Governing Extensions of Credit and Related Collateral

Date: November 28th, 2018

This agreement (the "Agreement") is made between Citibank, N.A. ("Citibank"), acting through its international banking facility, a bank organized and existing under the laws of the United States of America, and UC UNITED CAPITAL PUESTO DE BOLSA S A (the "Customer") a company organized and existing under the laws of Dominican Republic.

Section 1: Extensions of Credit.

The Customer has requested that Citibank and/or one or more of its subsidiaries, from time to time, agree to extend credit to it in a number of ways including but not limited to loans, overdrafts, sale of federal funds, opening, confirming and/or issuing irrevocable reimbursement undertakings in respect of, letters of credit issued on behalf of the Customer, and foreign exchange transactions (the "Extensions of Credit"). Such Extensions of Credit may be denominated in United States Dollars or other currencies (including, but not limited to, Euro, British Pounds and Japanese Yen). Upon receipt of the Customer's request by authenticated SWIFT or the Customer's written instructions submitted through CitiDirect or any other form of communication acceptable to Citibank, Citibank or such subsidiary(s) as the case may be, at their sole discretion, agree to make such Extensions of Credit subject to the terms and conditions of this Agreement. The Customer hereby agrees to immediately and unconditionally pay to Citibank or such subsidiary(s) as the case may be, as specifically provided in this Agreement, the amount of each Extension of Credit when due. The Customer also agrees to pay any and all interest, fees and commissions normally charged by Citibank or such subsidiary(s) as the case may be, in connection with such Extensions of Credit when due. It is a condition precedent to the making of any Extension of Credit that the Customer shall have made the pledge and assignment stipulated in Section 5 of this Agreement.

Section 2: Account(s).

- (a) The Customer has established one or more accounts with Citibank at its offices at 388 Greenwich Street., New York, New York 10013 (individually, an "Account" and, collectively, the "Accounts"), that are subject to the terms and conditions of this Agreement, as set forth below:

Name of Account: UC UNITED CAPITAL PUESTO DE BOLSA S A Account No.: _____
(Additional Accounts, if any, are listed on Schedule 1 hereto.)

If the Customer subsequently establishes one or more other accounts with Citibank at its offices at 388 Greenwich Street, each of such accounts shall automatically be deemed to be an "Account" for the purposes of this Agreement unless otherwise agreed by the parties hereto in writing.

- (b) The Customer shall at all times maintain a balance in the Accounts, in the aggregate, at least equal to the U.S. Dollar equivalent of the sum of 18,500,000.00 percent (100%) of the amount of USD Obligations (as defined in Section 6) plus ZERO percent (0%) of the amount of all Non-USD Obligations (as defined in Section 6) outstanding from time to time (the "Minimum Collateral Amount"). To the extent that the Customer maintains with Citibank any current account that is not one of the Accounts as defined in Section 2(a), the Customer hereby irrevocably and unconditionally authorizes and instructs Citibank from time to time to debit such current account and deposit into one or more of the Accounts such amounts of U.S. Dollars required so that, after giving effect to such deposits, the aggregate amount on deposit in the Accounts is at least equal to the Minimum Collateral Amount. Without limitation to the foregoing, from time to time, Citibank may require the Customer to make an additional deposit(s) of U.S. Dollars into the Accounts so that the aggregate balance of the Accounts is at least equal to the Minimum Collateral Amount and upon such request the Customer shall immediately make such deposit.
- (c) To the extent that any of the Accounts is a time deposit account, the Customer hereby irrevocably authorizes Citibank, on each maturity date of such Account, to automatically extend the maturity date of, or renew, such Account for a further period of the same number of days as such Account's original term (or such other number of days as the parties hereto shall have agreed in writing at least ten (10) business days prior to such maturity date).
- (d) The parties hereto acknowledge and agree that (i) the Accounts (A) shall be in the name of the Customer but under the sole dominion and control of Citibank, (B) are "deposit accounts" within the meaning of Section 9-102(a)(29) of the Uniform Commercial Code as is effect in the State of New York from time to time (the "UCC") and (ii) Citibank, as the bank at which the Account is maintained, will comply with instructions from Citibank, as holder of the Extensions of Credit, directing disposition of the funds in the Account without further consent from the Customer..

Section 3: Payment from the Account(s).

The Customer hereby irrevocably authorizes and directs Citibank to effect payment from the Account(s) of all amounts due to Citibank or any of its subsidiaries, from time to time, in respect of any Extension of Credit or other Obligation.

Section 4: Investments.

Citibank shall use reasonable efforts to invest, from time to time, amounts on deposit in the Account(s) in accordance with the instructions set forth below:

- () These instructions will apply to the following Account(s):

Name of Account: UC UNITED CAPITAL PUESTO DE BOLSA S A Account No.: _____
(Additional Accounts, if any, are listed on Schedule 1 hereto.)

For each Extension of Credit denominated in a currency other than U.S. Dollars, Citibank will enter into a foreign exchange spot contract on behalf of the Customer, converting the U.S. Dollars deposited in the Account(s) into the currency of the Extension of Credit, remit the converted amount to the accounts of Citibank held with [Citibank AG, Frankfurt, Germany, and invest such converted amount in time deposits and/or overnight sweep investments where possible and subject to minimum balance requirements and the laws of Germany] and the countries where the currency of such

converted amount is the legal currency, and for each Extension of Credit denominated in U.S. Dollars, invest the U.S. Dollars deposited in the Account(s) in time deposits and/or overnight sweep investments of Citibank subject to minimum balance requirements.

() These instructions will apply to the following.

Name of Account: UC UNITED CAPITAL PUESTO DE BOLSA S A Account No.: _____

(Additional Accounts, if any, are listed on Schedule 1 hereto.)

Citibank will invest all U.S. Dollar amounts on deposit in the Account(s), subject to minimum balance requirements, in time deposits and/or overnight sweep investments and/or interest bearing and non-interest bearing demand accounts, in accordance with instructions from the Customer agreed to by Citibank.

() These instructions will apply to the following:

Name of Account: UC UNITED CAPITAL PUESTO DE BOLSA S A Account No.: _____

(Additional Accounts, if any, are listed on Schedule 1 hereto.)

Citibank will invest all amounts on deposit in the Account(s) in accordance with Exhibit A attached hereto.

(Check all instructions that apply; each such investment, an "Investment" hereunder.)

Section 5: Pledge and Assignment.

The Customer hereby pledges and assigns to Citibank, and grants to Citibank a security interest in, and express right of setoff against, the following collateral (the "Collateral"):

- (a) the Accounts, all funds held therein or credited thereto, all renewals, roll-overs and substitutions thereof or rights to withdraw from same, and all certificates and instruments, if any, from time to time representing or evidencing the Accounts;
- (b) any notes, certificates of deposit, instruments, financial assets (as defined in Article 8 of the UCC) or investment property evidencing or arising out of any investment of any funds held in or credited to the Accounts or otherwise carried in the Accounts;
- (c) any interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then-existing Collateral; and
- (d) all proceeds of any and all of the Collateral.

Section 6: Security for Obligations.

This Agreement and the Collateral secure the payment of all amounts due, from time to time, in respect of the Extensions of Credit, including without limitation, all interest, fees and commissions normally charged by Citibank in connection therewith, and all fees and charges due from Customer and expenses incurred by Citibank which the Customer is obligated to pay for under this Agreement (collectively, the "Obligations"). All Obligations associated with Extensions of Credit denominated in U.S. Dollars are referred to as "USD Obligations" for the purposes of this Agreement, and all Obligations associated with Extensions of Credit denominated in any currency other than U.S. Dollars are referred to as "Non-USD Obligations" for the purposes of this Agreement.

Section 7: Maintaining the Account(s).

As long as any of the Obligations shall be outstanding:

- (a) The Customer will maintain the Account(s) with Citibank.
- (b) It shall be a term and condition for operating the Account(s), notwithstanding any term or condition to the contrary in any other agreement relating to the Account(s) and except as otherwise provided by Sections 9, 13, 14 and 15, that no amounts shall be paid or released to or for the account of or withdrawn by or for the account of, the Customer or any other person or entity.
- (c) The Account(s) shall be subject to such applicable laws and regulations of the Board of Governors of the Federal Reserve System and of any other appropriate banking or governmental authority of the State of New York or the United States, as may now or hereafter be in effect.

Section 8: Citibank May Perform.

If the Customer fails to perform according to the conditions of this Agreement, Citibank may itself perform or cause performance according to such conditions. Any expenses of Citibank incurred in connection therewith shall be payable by the Customer as provided under Sections 14 and 15.

Section 9: Use of Funds in Account(s).

As long as no Event of Default (as defined in Section 13) shall have occurred and be continuing, Citibank shall remit the balance of the Account(s) in excess of the Minimum Collateral Amount to or upon the order of the Customer as the Customer shall from time to time instruct. Upon payment in full of the Obligations, the Customer, upon its request and at its expense shall be entitled to the return of such of the Collateral as shall not have been applied pursuant to the above terms; provided that any such Collateral denominated in a currency other than U.S. Dollars shall be first converted into U.S. Dollars by Citibank at the then prevailing exchange rates determined by Citibank.

Section 10: Reasonable Care.

Citibank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if it treats the Collateral with substantially the same care with which it treats its own property; provided, however, that it is understood that Citibank shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral.

Section 11: Liens.

The Customer agrees that it will not permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Collateral except for the security interest granted under this Agreement.

Section 12: Citibank Appointed Attorney-in-Fact.

The Customer hereby appoints Citibank as attorney-in-fact with full authority in the place and in the name of the Customer or otherwise, from time to time to take any action at Citibank's sole discretion and to execute any instrument which Citibank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Customer representing an interest payment, dividend or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

Section 13: Events of Default.

Each of the following events shall be an Event of Default under this Agreement:

- (a) The Customer shall fail to satisfy any of the Obligations when due (whether at stated maturity or by required prepayment, acceleration, demand or otherwise) or to perform any of its other obligations under this Agreement;
- (b) Any law, regulations or order shall be enacted purporting to affect the location, ownership, or control of amounts deposited in the Account(s);
- (c) An execution order against any of the property of the Customer shall be issued; a subpoena or order shall be issued against any of the property of the Customer; or a warrant of attachment against any of the property of the Customer shall be issued;
- (d) The validity or enforceability of this Agreement or of any other document, agreement or instrument between the Customer and Citibank shall be contested by the Customer, or the Customer shall deny liability thereunder (whether by a general suspension of payments or a moratorium on the payment of indebtedness or otherwise);
- (e) This Agreement shall for any reason cease to create a valid and enforceable first priority lien and security interest in and to any of the Collateral;
- (f) Any material provision hereof shall for any reason cease to be valid and enforceable against the Customer or the Customer shall so state in writing; and
- (g) The Customer (i) shall be dissolved, (ii) shall fail or shall generally be unable to pay its debts as they become due, (iii) shall commence a voluntary case in bankruptcy or any other action or proceeding for any other relief under any law affecting creditors' rights that is similar to a bankruptcy law or shall seek the appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, (iv) shall make a general assignment for the benefit of its creditors, or (v) shall be the subject of any involuntary case in bankruptcy or any other such action or proceeding commenced against it, or a receiver, trustee, custodian or other similar official shall be appointed in respect to the Customer or to any of its property.

Section 14: Remedies.

If any Event of Default, as defined in Section 13, shall have occurred and be continuing:

- (a) Citibank may, at any time or from time to time, charge, set-off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held (including, without limitation, the Account(s) and other indebtedness at any time owing by Citibank to or for the credit or the account of the Customer against all or any part of the Obligations, without notice except as required by law;
- (b) In respect to the Collateral, Citibank may also exercise all the rights and remedies of a secured party under the UCC, in addition to other rights and remedies provided for herein or otherwise available to it; and
- (c) Cash, if any, held by Citibank as Collateral and all cash proceeds received by Citibank or any part of the Collateral may, at the discretion of Citibank, then or at any time thereafter, be applied (after payment of any amounts payable to Citibank pursuant to Sections 14 and 15) in whole or in part by Citibank against all or any part of the Obligations in such order as Citibank elects. Any surplus of such cash or cash proceeds held by Citibank and remaining after payment in full of all the Obligations shall be paid to the Customer or to whomever may be lawfully entitled to receive such surplus; provided that any such cash or cash proceeds denominated in a currency other than U.S. Dollars shall be first converted into U.S. Dollars by Citibank at the then prevailing exchange rates determined by Citibank.

Section 15: Expenses.

Upon demand, the Customer will pay to Citibank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which Citibank may incur in connection with the administration of this Agreement, or the custody or preservation of or other realization upon any of the Collateral.

Section 16 Waiver of Immunity.

To the extent that the Customer has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Customer irrevocably waives such immunity in respect of its obligations under this Agreement, the Account(s) and the Extensions of Credit.

Section 17: Consent to Jurisdiction.

The Customer hereby irrevocably submits to the jurisdiction of any New York State or U.S. Federal Court sitting in New York County, NY in any action or proceeding arising out of or relating to this Agreement. The Customer hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such New York State or U.S. Federal Court. The Customer hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. The Customer irrevocably appoints C.T. Corporation System (the "Process Agent"), located at 111 Eighth Avenue, New York, NY 10011 as its agent to receive the following on behalf of the Customer and its property: service of copies of the summons and complaint and any other process which may also be served in any action or proceeding by the mailing of copies of such process to the Customer at its address specified in this Agreement. The Customer agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of Citibank to serve legal process in any other manner permitted by law or affect the right of Citibank to bring any action or proceeding against the Customer or its property in the courts of any other jurisdictions.

Section 18: Successors and Assigns.

This Agreement shall be binding upon the Customer and its successors and permitted assigns, and shall inure to Citibank, its successors and assigns. The Customer shall not transfer or otherwise assign its obligations under this Agreement. Citibank may assign, participate or otherwise transfer its rights and

obligations under this Agreement, in whole or in part, and shall be forever relieved from any liability with respect to the portion of Citibank's rights or obligations assigned.

Section 19: Amendments.

Any amendment or waiver of any provision of this Agreement must be in writing and executed by the Customer and Citibank; provided, however, that a SWIFT or tested telex from either Customer or Citibank that is acknowledged and agreed to by the other party by SWIFT or tested telex shall be deemed to be a valid, binding and enforceable waiver or amendment, as the case may be.

Section 20: Governing Law; Terms.

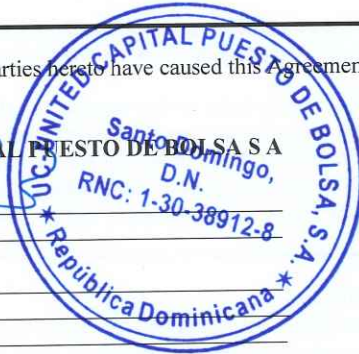
This Agreement and the security interests granted hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, that all letters of credit and confirmations of letters of credit that constitute Extensions of Credit hereunder (and obligations of the Customer arising therefrom) shall be subject to, as applicable, the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No.600, the International Standby Practices, ICC Publication No. 590, or the ICC Uniform Rules for Reimbursement, ICC Publication No.725, or such earlier or subsequent version of any of the above as Citibank may elect (collectively, the "ICC Rules"). Unless otherwise defined herein or in the applicable ICC Rules, terms defined in Article 9 of the UCC are used in this Agreement as defined therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the above date.

Customer: UC UNITED CAPITAL PUESTO DE BOLSA S.A

By: 
Title: President

By: _____
Title: _____
Address: _____



Citibank, N.A., acting through its international banking facility

By: _____
Title: _____

Address: _____