

MR01

Particulars of a charge

Oyez

104351/23



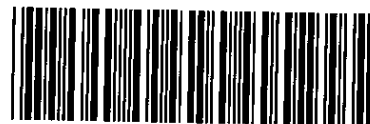
Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:



R6DNHN48
RCS 26/08/2017 #34
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.**

SATURDAY

1 Company details

Company number 03202517

Company name in full Paysafe Holdings UK Limited ✓

0006

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 02/08/2017 ✓

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 Barclays Bank PLC as Security Agent ✓

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.

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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.

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.

Brief description

nil

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 Neil, Gotschal & Manges (London) LLP X

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

Chris Sheppard

Company name

Weil Gotshal and Manges (London) LLP

Address

110 Fetter Lane

Post town

London

County/Region

Postcode

E

C

4

A

1

A

Y

Country

UK

DX

Telephone

020 7903 1062



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3202517

Charge code: 0320 2517 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd August 2017 and created by PAYSAFE HOLDINGS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th August 2017.

②

Given at Companies House, Cardiff on 2nd September 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

PLEDGE AGREEMENT JOINDER AGREEMENT

SUPPLEMENT NO. 1 dated as of August 22, 2017 (this "**Supplement**"), to the Pledge Agreement dated as of October 7, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge Agreement**"), by and among, NETBANX LIMITED, a private limited company incorporated under the laws of England and Wales, Paysafe Holdings (US) Corp. (formerly known as NBX Holdings Corp.), a Delaware corporation, and BARCLAYS BANK PLC, in its capacity as security agent for the lenders party to the Senior Facilities Agreement referred to below (in such capacity, the "**Security Agent**").

A. Reference is made to the Senior Facilities Agreement dated as of March 23, 2015 and amended and restated as of June 30, 2015 and as further amended and restated on or around the date of this Supplement pursuant to the Amendment and Restatement Agreement (as defined below) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among, *inter alios*, the Original Borrower, the Original Guarantors, BMO Capital Markets, Barclays Bank PLC and Deutsche Bank Luxembourg S.A. as Arrangers, the entities listed therein as Original Lenders and the Security Agent.

B. Reference is made to the amendment and restatement agreement dated on or about the date of this Supplement, by and among, *inter alios*, the Original Borrower, the Original Guarantors and the Security Agent (the "**Amendment and Restatement Agreement**").

C. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Pledge Agreement, as applicable.

D. The Grantors entered into the Pledge Agreement in order to induce the Lenders to make Loans. Section 4.15 of the Pledge Agreement and Clause 31.4 of the Credit Agreement provide that any Person may become an additional Grantor under the Pledge Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "**New Subsidiary**") is executing this Supplement in accordance with the requirements to become a Grantor under the Pledge Agreement, the requirements to become an Additional Obligor under the Credit Agreement and in connection with the Lenders committing to provide an Incremental Facility.

Accordingly, the Security Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 4.15 of the Pledge Agreement, the New Subsidiary by its signature below becomes a Grantor under the Pledge Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary hereby agrees to all the terms and provisions of the Pledge Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations (including, for the avoidance of doubt, the Senior Facility Liabilities (as defined in the Intercreditor Agreement) due, owing or incurred pursuant to the US\$380,000,000 Facility B2 (as defined in the Credit Agreement) to be established under the Credit Agreement on or around the date of this Supplement), does hereby create and grant to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and permitted assigns, a security interest in and Lien on all of the New Subsidiary's right, title and interest in and to the Pledged Collateral of the New Subsidiary. Each reference to a "Grantor" in the Pledge Agreement shall be deemed to include the New Subsidiary. The Pledge Agreement is hereby incorporated herein by reference. Attached hereto are supplements to all

This is certified a true and complete copy of the original
Weil, Gotshal & Manges (London) LLP
Weil, Gotshal & Manges (London) LLP
Dated: 25th AUGUST 2017

name for certain permitted
redactions under s. 859G
of the Companies Act 2006

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EXECUTION VERSION

schedules to the Pledge Agreement as are necessary to cause such schedules to be complete and accurate with respect to each New Subsidiary as of the date hereof.

SECTION 2. The New Subsidiary represents and warrants to the Security Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and except insofar as enforcement thereof is subject to general principles of equity and good faith and fair dealing.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Security Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Security Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or by email as a ".pdf" or ".tif" attachment shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 4.1 and Section 4.13 of the Pledge Agreement.

SECTION 8. This Supplement shall constitute a Finance Document, under and as defined in, the Credit Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

IN WITNESS WHEREOF, the New Subsidiary and the Security Agent have duly executed this Supplement to the Pledge Agreement as of the day and year first above written.

PAYSAFE HOLDINGS UK LIMITED

By: 

Name: Elliott Wiseman

Title: Director

BARCLAYS BANK PLC as Security Agent

By: _____
Name _____
Title: _____

Chris Ketchum
AJD

Barclays Bank PLC
1 Churchill Place
Canary Wharf
London
E14 5HP

Schedule 1.1(a)

Equity Interests

Grantor	Issuer (including jurisdiction and type of organization)	Number of Certificate	Number and Class of Equity Interest	Percentage of Equity Interest
Paysafe Holdings UK Limited	Paysafe Finance (US) LLC	Uncertificated	N/A	100%

EXECUTION VERSION

Schedule 2.2(g)

Locations in the United States of Grantors that are not US Obligors

Grantor	Office Location or other Place of Business in the United States
Paysafe Holdings UK Limited	N/A

Schedule 2.5

Chief Executive Office

Grantor	Chief Executive Office
<i>Paysafe Holdings UK Limited</i>	<i>Compass House Vision Park, Chivers Way, Cambridge, England, Cambridge, CB24 9BZ</i>

Schedule 2.6

Legal Names, Type of Organization (and Whether a Registered Organization), Jurisdiction of Organization; Location; Organization Identification Numbers

Legal Name	Type of organization	Registered Organization	Jurisdiction	“Location”	Organization al Identification Number
Paysafe Holdings UK Limited	Private limited company	N/A	England & Wales	United Kingdom	03202517