

MR01

Particulars of a charge

138386 | 23



Companies House

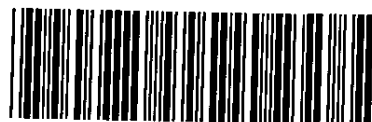


Go online to file this information
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A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **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 the
instrument. Use form M01.



LD3 06/04/2018 #67
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is 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.**

1 Company details

Company number 03202517
Company name in full Paysafe Holdings UK Limited

8 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 03/04/2018

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 Credit Suisse AG, London Branch (and its successors in title
and permitted transferees)

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.

Brief description

The Intellectual Property specified in the instrument, including the U.S. trade mark entitled "NETELLER.COM" with registration number 2603878 and registered on 6 August 2002. For more details please refer to 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.

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 statement¹

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 Linklaters 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	Will Dyson
Company name	Linklaters LLP
Address	One Silk Street
Post town	London
County/Region	London
Postcode	E C 2 Y 8 H Q
Country	United Kingdom
DX	10 London Chancery Lane
Telephone	020 7456 2000



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 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2018 and created by PAYSAFE HOLDINGS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2018.

LC

Given at Companies House, Cardiff on 12th April 2018



Companies House



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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 3 April 2018

BETWEEN:

- (1) Each of the entities set out in Schedule 1 (*New Chargors*) (each a "New Chargor" and together the "New Chargors"); and
- (2) **CREDIT SUISSE AG, LONDON BRANCH** as Security Agent for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 20 December 2017 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Secured Debt Documents, each New Chargor as a primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Secured Debt Document.

2.3 Specific Security

Subject to Clause 2.6 (*Property restricting charging*), each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all of its right, title and interest in its Intellectual Property;

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Certified that, save for material redacted Pursuant
to section 859G of the Companies Act 2006,
this copy instrument is a correct copy of
the original instrument.
Linklaters LLP
06/04/2018

- (b) all of its right, title and interest in the Equipment and all corresponding Related Rights;
- (c) all the Investments, Shares and all corresponding Related Rights;
- (d) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (f) all monies standing to the credit of the Accounts and all corresponding Related Rights;
- (g) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (h) all rights, title and interests from time to time in and to its goodwill and uncalled capital; and
- (i) if not effectively assigned by Clause 2.5 (*Security assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements.

2.4 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security assignment*).
- (b) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 shall be deferred in point of priority to all fixed Security constituted by this deed.
- (c) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Security assignment

Subject to Clause 2.6 (*Property restricting charging*):

- (a) as further continuing security for the payment of the Secured Obligations, each New Chargor assigns by way of security absolutely with full title guarantee to the Security Agent all its rights, title and interest in:
 - (i) the Insurance Policies; and
 - (ii) the Assigned Agreements to which it is a party,
 subject in each case to reassignment by the Security Agent to that New Chargor of all such rights, title and interest on the Final Discharge Date; and
- (b) until an Acceleration Event has occurred which is continuing, but subject to Clause 7.3 (*Insurance Policies, Assigned Agreements*) of the Debenture and the Secured Debt Documents, each New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and, for the avoidance of doubt, shall be entitled to

receive the proceeds of any claim under the Insurance Policies and Assigned Agreements.

2.6 Property restricting charging

For the avoidance of doubt, all and any Excluded Assets owned by each New Chargor or in which that New Chargor has any interest shall be excluded from the charge created by Clause 2.3 (*Specific Security*), Clause 2.5 (*Security assignment*) and from the operation of Clause 4 (*Further Assurance*) of the Debenture.

2.7 Consent of existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

2.8 Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

3. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
NEW CHARGORS

New Chargor	Company number	Jurisdiction of incorporation
Paysafe Holdings UK Limited	03202517	England and Wales
Paysafe Processing Limited	03202516	England and Wales

SCHEDULE 2
SHARES AND INVESTMENTS

Shares

Name of the New Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Paysafe Holdings UK Limited	Paysafe US Holdco Limited	100 ordinary £1.00 shares
Paysafe Holdings UK Limited	Paysafe Finance US LLC	1 common USD 1.00 share 54,560,663 ordinary £0.01 shares
Paysafe Holdings UK Limited	Paysafe Processing Limited	117,000,000 preference \$1.00 shares
Paysafe Holdings UK Limited	Paysafe Midco Limited	100 ordinary £1.00 shares
Paysafe Holdings UK Limited	Digital Payments Europe Limited	1 ordinary £1.00 share
Paysafe Holdings UK Limited	MB Employee Nominees Limited	1 ordinary €0.01 share
Paysafe Holdings UK Limited	MB Acquisitions Limited	100 €0.01 ordinary shares
Paysafe Holdings UK Limited	Sentinel Midco Limited	100 ordinary €0.01 shares
Paysafe Holdings UK Limited	Skrill Holdings Limited	85,000,001 ordinary €0.01 shares
Paysafe Holdings UK Limited	Sentinel Holdco 2 Limited	100 ordinary €0.01 shares
Paysafe Holdings UK Limited	Sentinel Bidco Limited	100 ordinary €0.01 shares
Paysafe Holdings UK Limited	Skrill Capital UK Limited	1 ordinary £1.00 share
Paysafe Processing Limited	Income Access Limited	1000 ordinary £1.00 shares
Paysafe Processing Limited	ECOM Access Limited	1000 ordinary £1.00 shares

Investments

Name of the New Chargor which holds the investments	Name of issuer	Number and description of investments
Paysafe Holdings UK Limited	None as at the date of this Security Accession Deed	
Paysafe Processing Limited	None as at the date of this Security Accession Deed	

SCHEDULE 3

INTELLECTUAL PROPERTY

Part 1

Patent and Patent Applications

Name of New Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
Paysafe Holdings UK Limited		None as at the date of this Security Accession Deed		
Paysafe Processing Limited		None as at the date of this Security Accession Deed		

Part 2

Trade Marks and Trade Mark Applications

Name of New Chargor	Territory	Trade Marks	Class No(s).	Registration No./ Application No.	Date of Registration/ Application
Paysafe Holdings UK Limited	U.S.	NETELLER.COM	36	Reg. no.: 2603878 Serial no.: 76/165809	Reg.: August 6/02 Filing: November 15/00
Paysafe Holdings UK Limited	U.S.	NET+ & (no colour) design	36	Reg. no.: 4980582	Reg.: July 21/16
Paysafe Holdings UK Limited	U.S.	NET+ (word only)	9	Appl. no.: 86/225573 Reg. no.: 4973329	Filing: March 19/14 Reg.: June 7/16
Paysafe Holdings UK Limited	U.S.	N & (white on black) design	9	Serial no.: 76/675624 Reg. no.: 5018258	Filing: April 17/07 Reg.: August 9/16
Paysafe Holdings UK Limited	U.S.	N & (white on green) design	36	Appl. no.: 86/095710 Reg. no.: N.A.	Filing: October 18/13 Reg.: N.A.
Paysafe Holdings UK Limited	U.S.	N & (white on green) design	36	Appl. no.: 86/095715	Filing: October 18/13

Paysafe Holdings UK Limited	U.S.	NETELLER (word)	36	Reg. no.: 2812884 Appl. no.: 78/154722	Reg.: February 10/04 Filing: August 15/02
Paysafe Holdings UK Limited	U.S.	NETELLER (word)	36	Reg. no.: 4546109 Appl. no.: 85/832928	Reg.: June 10/14 Filing: January 25/13
Paysafe Holdings UK Limited	U.S.	NETELLER (green on white design)	9 and 36	Reg. no.: N.A. Appl. no.: 86/102935	Reg.: N.A. Filing: October 28/13
Paysafe Holdings UK Limited	U.S.	NETELLER (black and white design)	36	Reg. no.: 3587116 Appl. no.: 78/499650	Reg.: March 10/09 Filing: October 14/04
Paysafe Holdings UK Limited	U.S.	NETELLER (yellow fill)	36	Reg. no.: 3591231 Appl. no.: 78/495358	Reg.: March 17/09 Filing: October 6/04
Paysafe Holdings UK Limited	U.S.	NET+ (word only)	9 and 36	Reg. no.: 4744407 Serial no.: 86/061162	Reg.: May 26/15 Filing: September 10/13
Paysafe Holdings UK Limited	U.S.	P: (logo)	9	Reg. no.: N.A. Appl. no.: 87624780	Reg.: N.A. Filing: September 27/17
Paysafe Holdings UK Limited	U.S.	P: (logo)	16	Reg. no.: N.A. Appl. no.: 87624801	Reg.: N.A. Filing: September 27/17
Paysafe Holdings UK Limited	U.S.	P: (logo)	36	Reg. no.: N.A. Appl. no.: 87624809	Reg.: N.A. Filing: September 27/17
Paysafe Holdings UK Limited	U.S.	P: (logo)	38	Reg. no.: N.A. Appl. no.: 87624822	Reg.: N.A. Filing: September 27/17

Paysafe Holdings UK Limited	U.S.	PAYSAFE	9	Reg. no.: N.A. Appl. no.: 87574380	Reg.: N.A. Filing: August 18/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE	16	Reg. no.: N.A. Appl. no.: 87574394	Reg.: N.A. Filing: August 18/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE	36	Reg. no.: N.A. Appl. no.: 87574389	Reg.: N.A. Filing: August 18/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE	38	Reg. no.: N.A. Appl. no.: 87574399	Reg.: N.A. Filing: August 18/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE: (logo)	9	Reg. no.: N.A. Appl. no.: 87624837	Reg.: N.A. Filing: September 27/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE: (logo)	16	Reg. no.: N.A. Appl. no.: 87624845	Reg.: N.A. Filing: September 27/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE: (logo)	36	Reg. no.: N.A. Appl. no.: 87624857	Reg.: N.A. Filing: September 27/17
Paysafe Holdings UK Limited	U.S.	PAYSAFE: (logo)	38	Reg. no.: N.A. Appl. no.: 87624863	Reg.: N.A. Filing: September 27/17
Paysafe Processing Limited	U.S.	NETBANX (word)	36	Reg. no.: 4223571 Serial no.: 76/691224	Reg.: October 16/12 Filing: July 11/08
Paysafe Processing Limited	U.S.	NETBANX CHECKOUT	36	Appl. no.: 85/863421	Reg.: August 29/17 Filing: February 28/13

Part 3
Registered Designs and Applications for Registered Designs

Name of New Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
Paysafe Holdings UK Limited		None as at the date of this Security Accession Deed		
Paysafe Processing Limited		None as at the date of this Security Accession Deed		

Part 4
Copyright Works and Unregistered Designs

Name of New Chargor	Description	Date of Creation	Author
Paysafe Holdings UK Limited	None as at the date of this Security Accession Deed		
Paysafe Processing Limited	None as at the date of this Security Accession Deed		

Part 5
Other Intellectual Property of the New Chargor

Paysafe Holdings UK Limited	None as at the date of this Security Accession Deed
Paysafe Processing Limited	None as at the date of this Security Accession Deed

Part 6
Intellectual Property Licences

Name of New Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
Paysafe Holdings UK Limited		None as at the date of this Security Accession Deed		
Paysafe Processing Limited		None as at the date of this Security Accession Deed		

SCHEDULE 4**ACCOUNTS**

Name of New Chargor	Name and address of institution at which account is held	Currency of account	Account number	BIC / Sort Code
Paysafe Holdings UK Limited	Deutsche Bank Winchester House 1 Great Winchester Street London, EC2N 2DB	AUD	[REDACTED]	[REDACTED]
Paysafe Holdings UK Limited	Deutsche Bank Winchester House 1 Great Winchester Street London, EC2N 2DB	CAD	[REDACTED]	[REDACTED]
Paysafe Holdings UK Limited	Deutsche Bank Winchester House 1 Great Winchester Street London, EC2N 2DB	EUR	[REDACTED]	[REDACTED]
Paysafe Holdings UK Limited	Deutsche Bank Winchester House 1 Great Winchester Street London, EC2N 2DB	GBP	[REDACTED]	[REDACTED]
Paysafe Holdings UK Limited	Deutsche Bank Winchester House 1 Great Winchester Street	USD	[REDACTED]	[REDACTED]

London, EC2N
2DB

Paysafe Holdings UK Limited	Deutsche Bank Winchester House 1 Great Winchester Street London, EC2N 2DB	JPY
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Paysafe Processing Limited	Deutsche Bank Winchester House 1 Great Winchester Street London, EC2N 2DB	GBP
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SCHEDULE 5**INSURANCE POLICIES**

Name of New Chargor	Insurer	Policy Number	Type of Risk Insured
Paysafe Holdings UK Limited Paysafe Processing Limited	XL Catin (Delta)	13190229	Employment Practices Liability
Paysafe Holdings UK Limited Paysafe Processing Limited	AIG and AXIS	FINB1800028	Professional Indemnity, Errors & Omissions, Cyber
Paysafe Holdings UK Limited Paysafe Processing Limited	AIG Europe Ltd	10015304	Business Travel
Paysafe Holdings UK Limited Paysafe Processing Limited	Chubb UK	UKINTC94083	Employers Liability
Paysafe Holdings UK Limited Paysafe Processing Limited	AXIS and Sompo	B0460 13191239 2018	Crime

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

**EXECUTED as a DEED by
PAYSAFE PROCESSING LIMITED acting by:**

ELLIOTT WISMAN as Director:

[Redacted Signature]

Witness:

[Redacted Signature]

Name:

SAM JAMES

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

**EXECUTED as a DEED by
PAYSAFE HOLDINGS UK LIMITED acting by:**

ELLIOTT WISMAN as Director:

[Redacted Signature]

Witness:

[Redacted Signature]

Name:

SAM JAMES

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

THE SECURITY AGENT

**EXECUTED as a DEED by
CREDIT SUISSE AG, LONDON BRANCH acting by:**

[Redacted Signature]

as Authorised Signatory:

[Redacted Signature]

[Redacted Signature]

as Authorised Signatory:

[Redacted Signature]