



Registration of a Charge

Company name: **KALIXA ACCEPT LIMITED**

Company number: **05433326**



X50TA6Z6

Received for Electronic Filing: **15/02/2016**

Details of Charge

Date of creation: **04/02/2016**

Charge code: **0543 3326 0003**

Persons entitled: **CERBERUS BUSINESS FINANCE, LLC**

Brief description: **LAND: EACH CHARGOR CHARGES; (A) BY WAY OF LEGAL MORTGAGE ITS INTEREST IN THE LAND REFERRED TO IN SCHEDULE 2 {LAND CHARGED BY WAY OF LEGAL MORTGAGE}; AND (B) BY WAY OF FIXED CHARGE ANY RIGHT, TITLE OR INTEREST WHICH IT HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY OTHER LAND. INTELLECTUAL PROPERTY RIGHTS: EACH CHARGOR CHARGES BY WAY OF FIXED CHARGE ALL INTELLECTUAL PROPERTY RIGHTS, INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH INTELLECTUAL PROPERTY RIGHTS.**

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 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 CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5433326

Charge code: 0543 3326 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2016 and created by KALIXA ACCEPT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2016 .

Given at Companies House, Cardiff on 16th February 2016

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

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Private and Confidential

Norton Rose Fulbright LLP
Sign & Dated 11/02/2016

EXECUTION VERSION

Deed of Accession

THIS DEED OF ACCESSION is dated 4 February 2016 and made

BETWEEN

- (1) The Companies identified in Schedule 1 (*The New Chargors*) (the **New Chargors**);
- (2) **Sportingbet Limited**, a company incorporated under the laws of England and Wales with registered number 03534726 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (the **Company**); and
- (3) **Cerberus Business Finance, LLC**, as trustee for the Finance Parties (the **Security Agent**).

RECITALS

- (A) The Parent and others as Chargors entered into a debenture dated 4 September 2015 (as supplemented and amended from time to time, the Debenture) in favour of the Security Agent.
- (B) Each New Chargor has at the request of the Parent and in consideration of the Finance Parties continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Security Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 Each New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the date of this Deed).
- 3 Each New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 Each New Chargor grants to the Security Agent the charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:
 - (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 2 shall be deemed to include a reference to Part 1 of Schedule 2 (*The New Security*) to this Deed;

- (c) Schedule 4 shall be deemed to include a reference to Part II of Schedule 2 (*The New Security*) to this Deed;
 - (d) Schedule 5 shall be deemed to include a reference to Part III of Schedule 2 (*The New Security*) to this Deed.
- 6 The parties agree that the bank accounts of each New Chargor specified in Part III of Schedule 2 (*The New Security*) to this Deed as Charged Accounts shall be designated as Charged Accounts for the purposes of the Debenture.
- 7 The Parent, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, other New Chargor as Security for the payment and performance of the Secured Obligations, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
 - (a) charges to the Security Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part I of Schedule 2 (*The New Security*) to this Deed;
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Security Agent all of the Shares (if any) brief descriptions of which are specified in Part II of Schedule 2 (*The New Security*) to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights; and
 - (c) charges to the Security Agent by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Charged Account(s) specified in Part III of Schedule 2 (*The New Security*) to this Deed; and
 - (ii) all monies standing to the credit of such Charged Account(s) and the debts represented by them.
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**The New Chargors**

Name of Chargor	Jurisdiction of Incorporation	Registration Number
bwin.party marketing (UK) Limited	England and Wales	04903940
Cashcade Limited	England and Wales	03831781
Kalixa Payments Group Limited	England and Wales	06580786
Kalixa Accept Limited	England and Wales	05433326
Kalixa Group Limited	Gibraltar	107105
bwin.party Management (Gibraltar) Limited	Gibraltar	88735
Electraworks Limited	Gibraltar	94014
InterTrader Limited	Gibraltar	105224
bwin.party Marketing (Gibraltar) Limited	Gibraltar	88928

SCHEDULE 2**Part I – Land**

None at the date of this Deed

Part II – Shares

Chargor	Company Name	Type of Share	Number of Shares	Certificate Number
bwin.party marketing (UK) Limited	Cashcade Limited	Ordinary	87,128	1(a)
		Ordinary B Shares	7,897	1(b)
Cashcade Limited	Herotech Limited	Ordinary	200	007
Kalixa Payments Group Limited	Kalixa Accept Limited (UK)	Ordinary	810,467	3
	Kalixa Pay Limited	Ordinary	7,851,580	2a
	PXP Solutions Limited	Ordinary	100	1
	Servebase Limited	Ordinary	100	1
Kalixa Group Limited	Kalixa Payments Group Limited	A Ordinary	168,117	8
		Cumulative Preference Shares	51,437,836	1
		Ordinary	1,513,050	1
Bwin.party marketing (Gibraltar) Limited	bwin.party marketing (UK) Limited	Ordinary	10,000	5

Part III – Charged Accounts

Chargor	Bank	Sort Code	Account Number
bwin.party Marketing (UK) Limited	Barclays Bank Plc		
Cashcade Limited	Barclays Bank Plc		
	The Royal Bank of Scotland plc		
bwin.party Management (Gibraltar) Ltd	Barclays Bank Plc		
Electraworks Ltd	Barclays Bank Plc		
	The Royal Bank of Scotland plc		
InterTrader Ltd	Barclays Bank plc		

Private and Confidential

EXECUTION VERSION

Chargor	Bank	Sort Code	Account Number
Kalixa Accept Limited	Natwest		
	Barclays Bank plc		
Kalixa Payments Group Limited	Barclays Bank plc		

SIGNATORIES

to the Deed of Accession

The New Chargors

Executed as a deed by
BWIN.PARTY MARKETING (UK) LIMITED
acting by a Director in the presence of:

) [Redacted]
) [Redacted]
) [Redacted]

Signature of witness:

[Redacted]
.....

Name of witness:

MARK FLATT
.....

Address:

[Redacted]
.....

Executed as a deed by
CASHCADE LIMITED
acting by a Director in the presence of:

) [Redacted]
) [Redacted]
) [Redacted]

Signature of witness:

[Redacted]
.....

Name of witness:

TOM WATERS
.....

Address:

[Redacted]
.....

Executed as a deed by
KALIXA PAYMENTS GROUP LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

SIGNATORIES
to the Deed of Accession

The New Chargors

Executed as a deed by
BWIN.PARTY MARKETING (UK) LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
CASHCADE LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
KALIXA PAYMENTS GROUP LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
KALIXA GROUP LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
KALIXA ACCEPT LIMITED
acting by a Director in the presence of:

)
)
)



Signature of witness:



Name of witness:

..... EMMMA WELLS

Address:



Executed as a deed by
BWIN.PARTY MANAGEMENT (GIBRALTAR) LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Private and Confidential

EXECUTION VERSION

Executed as a deed by
KALIXA GROUP LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
KALIXA ACCEPT LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
BWIN.PARTY MANAGEMENT (GIBRALTAR) LIMITED
acting by a Director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

DANIELE VILA

Address:

.....

Private and Confidential

EXECUTION VERSION

Executed as a deed by
ELECTRAWORKS LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)
[Redacted signature]

.....
DANIELE VILVA.....

[Redacted address]

Executed as a deed by
INTERTRADER LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)
[Redacted signature]

.....
DANIELE VILVA.....

[Redacted address]

Executed as a deed by
BWIN.PARTY MARKETING (GIBRALTAR) LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)
[Redacted signature]

.....
DANIELE VILVA.....

[Redacted address]

Private and Confidential

EXECUTION VERSION

The Company
for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by
SPORTINGBET LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

The Security Agent

CERBERUS BUSINESS FINANCE, LLC

By:

Private and Confidential

EXECUTION VERSION

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by
SPORTINGBET LIMITED
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

The Security Agent

CERBERUS BUSINESS FINANCE, LLC

By: 