

187113/13
MG06

Particulars of a charge subject to which property has
been acquired



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a charge subject to
which property has been acquired



What this form is NOT for

You cannot use this form if
submitting particulars of a
subject to which property has
been acquired for a company reg
in Scotland. To do this, please
use form MG06s

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 3 4 2 4 7 5 2

Company name in full

WORLDPAY LIMITED

2

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of the instrument (if any) creating or evidencing the charge

Date of the instrument
(if any)

d0 d1 m1 m2 y2 y0 y1 y0

3

Description of the instrument (if any) creating or evidencing the charge

Description ¹

DEED OF DISCLOSED PLEDGE OVER REGISTERED SHARES dated 1
December 2010 between WorldPay eCommerce Limited (the
"Pledgor") and the Pledgee (the "Deed of Pledge")

¹ Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4

Date of acquisition of the property which is subject to the charge

d1 d6 m1 m2 y2 y0 y1 y0

5

Amount secured

Please give us details of the amount secured by the mortgage or charge

Continuation page

Please use a continuation page if
you need to enter more details

Amount secured

All obligations (whether as at 1 December 2010 or in future, actual or contingent, owed jointly
or severally (or in any capacity whatsoever)) of any Debtor (as defined in the Intercreditor
Agreement) to the Pledgee under or in connection with clause 16.2 (Parallel Debt (Covenant to
Pay the Security Agent)) of the Intercreditor Agreement (the "Secured Obligations")

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6**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

THE ROYAL BANK OF SCOTLAND PLC

Address

135 Bishopsgate, London as security agent for the Secured

Parties (the "Pledgee")

Postcode

E C 2 M 3 U R

Name

Address

Postcode

Name

Address

Postcode

7**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 AGREEMENT AND CREATION OF PLEDGE**1 1 Creation of pledge over Collateral**

As security for the payment when due of the Secured Obligations the Pledgor, as the case may be in advance, has granted to the Pledgee a first ranking right of pledge over its Collateral. The Pledgee, as the case may be in advance, has accepted this right of pledge.

1 2 Ranking

If the rights of pledge purported to be created pursuant to clause 2 2 of the Deed of Pledge, as set out in clause 1 1 above, cannot be first ranking as a result of an encumbrance created prior to 1 December 2010 over (part of) the Collateral, such rights of pledge shall nonetheless have been created pursuant to clause 2 2 of the Deed of Pledge, as set out in clause 1 1 above, with the highest possible rank.

2 DISPOSAL AND NEGATIVE PLEDGE

Unless otherwise permitted under the Facilities Agreements, the Pledgor shall not without the prior written consent of the Pledgee

(a) sell, transfer or otherwise dispose of the Collateral in whole or in part and whether or not in advance,

(b) create or permit to subsist whether or not in advance any limited right or other encumbrance on the Collateral other than as envisaged under the Deed of Pledge or permit to subsist any attachment over the Collateral, or

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

9

Signature

Please sign the form here

Signature

Signature

X *Adhurst LLP*

X

This form must be signed by a person with an interest in the registration of the charge

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name TZR/KVASS/R546 01225/19083930

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

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Particulars of a charge subject to which property has been acquired

5	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form</p> <p>"Collateral" means all Shares, New Shares and rights as at 1 December 2010 and in future (other than the Voting Rights) related thereto, including but not limited to rights in respect of dividend or of conversion, repurchase or capital reduction, bonus shares, stock dividend, liquidation or other forms of distributions, warrants, claims and options,</p> <p>"Company" means BIBIT B V , a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), having its corporate seat at Bunnik, the Netherlands (address. 3981 LB Bunnik, Regulierenring 10, trade register number 30150865),</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Facilities Agreements" means the Senior Facilities Agreement and the Subordinated Facility Agreement,</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 6 August 2010 and as amended and restated by an agreement dated 13 October 2010 between, among others, (i) Ship Luxco 3 S à r l ("Luxco 3") as Parent, (ii) Luxco 3, Ship Holdco Limited ("UK Holdco"), Ship Midco Limited ("UK Midco"), WorldPay (UK) Limited ("UK Bidco"), the Pledgor, Ship US Holdco, Inc ("US Holdco") and Ship US Bidco, Inc ("US Bidco") as Existing Obligors, (iv) the Pledgee as Senior Agent, (v) KAM Loan Administration LLC ("KAM") (subsequently succeeded by Wilmington Trust (London) Limited ("Wilmington")) as Subordinated Agent, (vi) the Pledgee as Security Agent, and various others as (vii) the Pledgor, (viii) Arrangers, and (ix) Lenders (as all such terms are defined therein),</p> <p>"New Shares" means any and all shares in the share capital of the Company which the Pledgor will acquire after 1 December 2010,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as such term is defined in the Senior Facilities Agreement),</p> <p>"Secured Parties" means each Senior Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate, and each Subordinated Finance Party (as such term is defined in the Subordinated Facility Agreement),</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 6 August 2010 and as amended and restated by an agreement dated 13 October 2010 entered into between, among others, (i) Luxco 3 as Parent, (ii) UK Midco, US Bidco and the Pledgor as Existing Borrowers, (iii) Luxco 3, UK Holdco, UK Midco, Ship Submidco Limited ("UK Submidco"), UK Bidco, Ship Luxco 2 S à r l , US Holdco and US Bidco as Existing Guarantors (iv) the Pledgee as Facility Agent and Security Agent, and various others as (v) Arrangers and (vi) Original Lenders (as all such terms are defined therein),</p> <p>"Senior Finance Party" means Senior Finance Party as such term is defined in the Senior Facilities Agreement,</p> <p>"Shares" means one million, five hundred and three thousand, four hundred and thirty-four (1,503,434) registered ordinary shares in the share capital of the Company, with a nominal value of twenty-five eurocent (EUR 0.25) each, numbered 1 up to and including 1,503,434,</p>	

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Subordinated Facility Agreement" means the subordinated loan agreement dated 6 August 2010 and as amended and restated by an agreement dated 13 October 2010 entered into between, among others, (i) Luxco 3 as Parent, (ii) UK Midco as the Borrower, (iii) Luxco 3, UK Holdco, UK Midco, UK Submidco, UK Bidco, the Pledgor, US Holdco and US Bidco as Existing Guarantors (iv) KAM (subsequently succeeded by Wilmington) as Facility Agent, (v) the Pledgee as Security Agent, and various others as (vi) Arrangers and (vii) Original Lenders (as all such terms are defined therein), and

"Voting Rights" means the voting rights attached to the Shares and the New Shares

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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(c) other than in the ordinary course of business and on arms length terms vary the term or extend, release, determine, rescind or grant time for payment in respect of the Collateral if that variation, extension, release, determination, rescission or granting of time for payment in respect of the Collateral would have a material adverse effect on the rights of pledge

3 FURTHER ASSURANCES

At the Pledgee's first reasonable request, the Pledgor shall at its own expense execute any further encumbrances and assurances in favour of, or for the benefit of, the Pledgee and perform all acts as the Pledgee may reasonably deem necessary to create, perfect or protect the rights of pledge purported to be created or to exercise or have the full benefit of its rights under or in connection with the Deed of Pledge (including the right to enforce these rights)



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3424752

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF DISCLOSED PLEDGE
OVER REGISTERED SHARES FOR ALL MONIES DUE OR TO
BECOME DUE FROM ANY DEBTOR TO THE ROYAL BANK OF
SCOTLAND PLC AS SECURITY AGENT FOR THE SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE SECURED ON THE PROPERTY
ACQUIRED BY WORLDPAY LIMITED ON THE 16 DECEMBER
2010 WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF
THE COMPANIES ACT 2006 ON THE 7 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES