

MR01

Particulars of a charge

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[www.gov.uk/companieshouse](http://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:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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.**

THURSDAY



\*L890A456\*  
LD3 04/07/2019 #8  
COMPANIES HOUSE

1

Company details

Company number 0 7 8 3 6 5 6 2

Company name in full SumUp Payments Limited



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 0 2 / 0 7 / 2 0 1 9

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 TPG Speciality Lending Europe 1 Advisors, Ltd  
as security agent for the Secured Parties

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.

# MR01

## Particulars of a charge

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

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 statement <sup>1</sup>

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.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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### Signature

Please sign the form here.

Signature

Signature

X Macfarlanes 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 Imogen Courtney

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode

E

C

4

A

1

L

T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



**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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7836562

Charge code: 0783 6562 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2019 and created by SUMUP PAYMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2019.

Given at Companies House, Cardiff on 11th July 2019

A handwritten signature in black ink, consisting of a stylized 'R' and 'H' inside an oval.



**Companies House**



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

**THE PARTIES LISTED IN SCHEDULE 1**  
(as Obligors)

**SUMUP PAYMENTS LIMITED**  
(as Security Provider)

**TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD**  
(as Security Agent)

**DEED OF CONFIRMATION**

(in respect of the Existing Security listed in Schedule 2)

William Fry  
Solicitors  
2 Grand Canal Square  
Dublin 2  
D02 A342  
[www.williamfry.com](http://www.williamfry.com)  
© William Fry 2019  
025635.0003.LB.AFA

SAVE FOR MATERIAL REDACTED PURSUANT TO COMPANIES ACT 2006, THIS COPY INSTRUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

*Macfarlanes*  
**MACFARLANES LLP**  
**20 CURSITOR STREET**  
**LONDON EC4A 1LT**  
DATE: 3 July 2019

THIS DEED is made on 2 July 2019

BETWEEN:

- (1) **THE PARTIES LISTED IN SCHEDULE 1** (together the **Obligors** and each an **Obligor**); and
- (2) **SUMUP PAYMENTS LIMITED** a limited liability company incorporated under the laws of England and Wales and having its registered office at 32-34 Great Marlborough Street, London, W1F7JB, United Kingdom (the **Security Provider**); and
- (2) **TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD** as Security Agent for the Secured Parties (the **Security Agent**);

RECITALS:

- A. Pursuant to the Original Facilities Agreement (as defined below), the Lenders made certain facilities available to the Borrowers on the terms and subject to the conditions contained in the Original Facilities Agreement.
- B. Pursuant to the Original Facilities Agreement, the Obligors and the Security Provider entered into the Existing Security Documents and the Obligors provided the guarantee and indemnity as set out in Clause 20 of the Original Facilities Agreement.
- D. Pursuant to the Amendment and Restatement Agreement, the Finance Parties have agreed to amend the Original Facilities Agreement as set out in the Amendment and Restatement Agreement to include without limitation, an increase in the principal amount of the Facilities to €330,000,000.
- E. Each of the Obligors and the Security Provider now wishes to confirm its obligations and any guarantees, indemnities and security created by it under the Original Facilities Agreement and the Existing Security Documents to which it is a party and including in relation to the Amended Facilities Agreement.
- F. The Security Agent is entering into this Deed as Security Agent on behalf of the Secured Parties.

NOW THIS DEED WITNESSES as follows:

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Deed (including the Recitals), all terms and expressions shall, unless the context otherwise requires, have the meaning attributed to such terms and expressions in the

Amended Facilities Agreement (whether expressly defined therein or by reference to another document).

## 1.2 Further Definitions

In this Deed:

**Amended Facilities Agreement** means the Original Facilities Agreement as amended and restated by the Amendment and Restatement Agreement;

**Amendment and Restatement Agreement** means the amendment and restatement agreement dated on or about the date of this Deed between (1) SumUp Holdings S.à.r.l. (as TopCo), (2) SumUp Holdings Midco S.à.r.l. (as Parent), (3) SumUp Holdings Luxembourg S.à.r.l. (as Borrower), (4) The Subsidiaries listed therein (as Original Guarantors or as Original Security Providers), (5) TPG Specialty Lending Europe I Advisors, LTD (as Arranger), (6) The Financial Institutions listed therein (as Effective Date Lenders), (7) TPG Specialty Lending Europe I Advisors, LTD (as Agent) and (8) TPG Specialty Lending Europe I Advisors, LTD (as Security Agent) amending and restating the Original Facilities Agreement;

**Existing Security Documents** means the security documents listed in Schedule 2; and

**Original Facilities Agreement** means the senior term facilities agreement dated 1 August 2018 as amended on 18 October 2018 and as further amended on 17 December 2018 between (1) SumUp Holdings Midco S.à.r.l. (as Parent), (2) SumUp Holdings Luxembourg S.à.r.l. (as Borrower), (3) the subsidiaries listed therein (as Original Guarantors or as Original Security Providers), (4) TPG Specialty Lending Europe I Advisors, LTD (as Arranger), (5) the financial institutions listed therein (as Original Lenders), (6) TPG Specialty Lending Europe I Advisors, LTD (as Agent) and (7) TPG Specialty Lending Europe I Advisors, LTD (as Security Agent).

## 1.3 Interpretation

Unless the context otherwise requires, clauses 1.2 to 1.10 of the Amended Facilities Agreement shall apply to this Deed as if all references therein to **this Agreement** were to **this Deed**.

## 1.4 This Deed is designated as a Finance Document.

## 2. Confirmation

### 2.1 In consideration of the Finance Parties entering into the Amendment and Restatement Agreement, and notwithstanding the entry by the parties into the Amendment and Restatement Agreement, each of the Obligors and the Security Provider hereby expressly confirms and acknowledges that the various guarantees, covenants, indemnities, undertakings and security

(as applicable) created by it under the Existing Security Documents to which they are a party and the Original Facilities Agreement shall continue in full force and effect as a continuing guarantee, indemnity, covenant and security (as applicable) for the Secured Obligations (including for the avoidance of doubt, any secured obligations arising pursuant to the Amended Facilities Agreement) all indebtedness thereby and hereby expressed to be guaranteed and secured including, without limitation, all monies, obligations and liabilities owing or incurred by the Obligors and the Security Provider to the Secured Parties (or any of them) under the Finance Documents whether present or future, actual or contingent and whether incurred solely or jointly, whether as principal or some surety or in some other capacity.

2.2 Each Existing Security Document and this Deed shall be read and construed together.

2.3 The rights and powers of the Finance Parties under the Existing Security Documents and the Original Facilities Agreement shall continue in full force and effect.

### **3. Further Assurances**

Each Obligor and the Security Provider shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonable specify (and in such form as the Security Agent may reasonably require in favour of the Lenders or their nominees) to give effect to this Deed.

### **4. Counterparts**

This Deed may be executed in any number of counterparts and by the parties to this Deed on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

### **5. Governing Law and Jurisdiction**

#### **5.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

#### **5.2 Jurisdiction**

5.2.1 The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**a Dispute**).

5.2.2 The Parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

5.2.3 This Clause 6 is for the benefit of the Security Agent and the other Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

### 5.3 Service of Process

5.3.1 Without prejudice to any other mode of service allowed under any relevant law, SumUp Holdings Luxembourg S.à.r.l.:

- (a) irrevocably appoints SumUp Limited as its agent for service of process in relation to any proceedings before the Irish courts in connection with this Deed; and
- (b) agrees that failure by SumUp Limited to notify SumUp Holdings Luxembourg S.à.r.l. of the process will not invalidate the proceedings concerned.

IN WITNESS whereof this Deed has been executed and delivered on the date stated at the beginning of this Deed.

# **SCHEDULE 1**

The Obligors

	<b>Name</b>	<b>Registered Office</b>	<b>Company Number</b>
1.	SumUp Limited	Block 8, Harcourt Centre, Charlotte Way, Dublin 2, D02 K580	505893
2.	SumUp Holdings Luxembourg S.à r.l.	41 avenue de la Gare, L-1611 Luxembourg, Grand Duchy of Luxembourg	B203072

## **SCHEDULE 2**

### **Existing Security Documents**

1. Charge over Shares in SumUp Limited dated 3 August 2018 between (1) SumUp Holdings Luxembourg S.A.R.L. and (2) the Security Agent.
2. Debenture dated 3 August 2018 between (1) SumUp Limited and (2) the Security Agent.
3. Account Charge dated 3 August 2018 between (1) the Security Provider and (2) the Security Agent.

GIVEN under the common seal  
of Sum Up Limited  
and delivered as a Deed

[REDACTED]

Director

Print Name

Director Secretary

Print Name

EXECUTED as a DEED and  
DELIVERED by  
**SUMUP HOLDINGS LUXEMBOURG  
S.A.R.L.** a company incorporated in  
Luxembourg acting by

being a person who in accordance with  
the laws of that territory is acting under  
the authority of the company

Director

in the presence of

Signature

Name

Address

Occupation

EXECUTED as a DEED and  
DELIVERED by  
**SUMUP PAYMENTS LIMITED**  
acting by

[REDACTED]

Director

in the presence of

Signature

[REDACTED]

Name

Address

Occupation

GIVEN under the common seal  
of SumUp Limited  
and delivered as a Deed

  
\_\_\_\_\_  
Director

*Grant Jones*  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Print Name

EXECUTED as a DEED and )  
DELIVERED by )  
SUMUP HOLDINGS LUXEMBOURG )  
S.A R.L. a company incorporated in )  
Luxembourg, acting by )  
being a person who, in accordance with )  
the laws of that territory, is acting under )  
the authority of the company )

Director

in the presence of:

Signature.

Name

Address:

Occupation:

EXECUTED as a DEED and )  
DELIVERED by )  
SUMUP PAYMENTS LIMITED )  
acting by )

  
\_\_\_\_\_  
Director

in the presence of:

Signature. 

Name *IAN DUNN*

Address *Block 2 Harcourt Centre, Charlotte Way, Dublin 2*

Occupation *Compliance officer*

GIVEN under the common seal  
of SumUp Limited  
and delivered as a Deed

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director/Secretary

DANIEL STANFORD

\_\_\_\_\_  
Print Name

EXECUTED as a DEED and )  
DELIVERED by )  
**SUMUP HOLDINGS LUXEMBOURG** )  
**S.À R.L.** a company incorporated in )  
Luxembourg, acting by )  
being a person who, in accordance with )  
the laws of that territory, is acting under )  
the authority of the company. )

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED and )  
DELIVERED by )  
**SUMUP PAYMENTS LIMITED** )  
acting by: )

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

GIVEN under the common seal  
of SumUp Limited  
and delivered as a Deed

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Print Name

EXECUTED as a DEED and )  
DELIVERED by )  
SUMUP HOLDINGS LUXEMBOURG )  
S.À R.L. a company incorporated in )  
Luxembourg, acting by YEUZBGPIL )  
being a person who, in accordance with )  
the laws of that territory, is acting under )  
the authority of the company. )



Director

in the presence of:



Signature:

Name: NICHOLAS PONCELET

Address: 153-155, RUE DU ROY L-8050 STRASSEN

Occupation: PRIVATE EMPLOYEE

EXECUTED as a DEED and )  
DELIVERED by )  
SUMUP PAYMENTS LIMITED )  
acting by: )

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

SIGNED  
for and on behalf of  
TPG Specialty Lending Europe I Advisors, Ltd

 Daniel Wanek  
Director

WF-24309657-2