



Registration of a Charge

Company name: **ROWSE HONEY LIMITED**

Company number: **01024018**

Received for Electronic Filing: **07/04/2020**



Details of Charge

Date of creation: **27/03/2020**

Charge code: **0102 4018 0029**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

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:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1024018

Charge code: 0102 4018 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2020 and created by ROWSE HONEY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2020 .

Given at Companies House, Cardiff on 8th April 2020

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



AMENDMENT NO. 1

TO THE AGREEMENT ON PLEDGE OF SHARES DATED 25 APRIL 2018

Dated 14 March 2020

between

ROWSE HONEY LIMITED
as the Pledgor

and

WILMINGTON TRUST (LONDON) LIMITED
as the Pledgee

and

PEPPY CZ BIDCO a.s.
as the Company

**AMENDMENT NO. 1 TO THE THE AGREEMENT ON PLEDGE OF SHARES DATED 25 APRIL
2018**

This amendment no. 1 to the agreement on pledge of shares dated 25 April 2018 (the "**Amendment**") is made on 27 March 2020 between:

- (1) **ROWSE HONEY LIMITED**, a company established and existing under laws of the United Kingdom, with its registered office at 35 St. Helen's, EC3A 6AP London, England, registered in the Companies House under Id. No. 10240118 (the "**Pledgor**");
- (2) **WILMINGTON TRUST (LONDON) LIMITED**, a company established and existing under the laws of England and Wales, with its registered office at Third Floor, 1 King's Arms Yard, London, EC2R 7AF, company number 05650152 (the "**Pledgee**"); and
- (3) **PEPPY CZ BIDCO a.s.**, a joint stock company established and existing under laws of the Czech Republic, with its registered office at V Celnici 1031/4, Prague 1, Postal Code: 110 00, the Czech Republic, Id. No. 04549791, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 21098 (the "**Company**").

The Pledgor, the Pledgee and the Company are hereinafter together referred to as the "**Parties**" and any of them a "**Party**".

WHEREAS:

- (1) On 25 April 2018, the Pledgor, the Pledgee and the Company have entered into the agreement on pledge of shares for the purpose of securing certain debts arising in connection with the Secured Debt Documents (as defined therein) (the "**Share Pledge Agreement**").
- (2) On 27 March 2020, the Sole shareholder of the Company decided on the increase of the registered capital by an amount of CZK 350,000,000, i.e. from the original amount of the registered capital of CZK 2,000,000 to a new amount of the registered capital of CZK 352,000,000 by subscription of 3,500 new non-listed registered ordinary share certificates with par value of CZK 100,000 per share. (the "**New Shares**").
- (3) This Amendment is entered into for the purpose of creating a pledge over the New Shares as a security on the same conditions as stipulated in the Share Pledge Agreement.
- (4) Unless otherwise defined in this Amendment or unless the context of this Amendment requires otherwise, a term defined in the Share Pledge Agreement or the Intercreditor Agreement (as defined in the Share Pledge Agreement) has the same meaning in this Amendment, or any notice given under this Amendment.

THE PARTIES AGREED AS FOLLOWS:

1. SUBJECT OF THIS AMENDMENT

- 1.1 The definition of the Security or Shares in Section 1.1 (*Definitions*) of the Share Pledge Agreement shall be deleted and replaced by the following wording:

"Security or Shares (in Czech: *zástava or akcie*) means "20 pieces of certificated ordinary registered shares Nos. 1 to 20 (in Czech: *kmenové akcie na jméno*) in the nominal value of CZK 100,000 each and 3,500 pieces of certificated ordinary registered shares Nos. 21 to 3,520 (in Czech *kmenové akcie na jméno*) in the nominal value of CZK 100,000 each, represented by one certificated registered global share No. 1 (in Czech *hromadná akcie na jméno v listinné podobě*) together representing 100 % of the registered capital of the Company in the amount of CZK 352,000,000,-, owned by the Pledgor and being pledged under this Agreement."

2. OTHER UNDERTAKINGS

- 2.1 The Pledgor hereby irrevocably and unconditionally pledges, on the conditions as laid down in the Share Pledge Agreement, the New Shares (i.e. 3,500 pieces of certificated ordinary registered shares Nos. 21 to 3,520 (in Czech: *kmenové akcie na jméno*) in the nominal value of CZK 100,000 each, represented by one certificated registered global share No. 1 (in Czech: *hromadná akcie na jméno v listinné podobě*), to the Pledgee pursuant to Section 1309 *et seq.* of the Civil Code as a security for the Secured Obligations (the "**Pledge**") and the Pledgee accepts the Pledge.

- 2.2 As soon as reasonably practicable following the execution of this Agreement, the Pledgor is obliged to:

- (1) attach a pledge endorsement (in Czech: *zástavní rubopis*) on each New Share, in accordance with Section 1328(2) of the Civil Code which reads as follows:
- (2) "K ZASTAVENÍ: [Enter Pledgor Name] tímto zastavuje tuto akci ve prospěch [Enter Pledgee Name], společnosti založené a existující podle práva [], se sídlem [], v souladu se smlouvou o zastavení cenných papírů uzavřenou mezi [Enter Pledgor Name] a [Enter Pledgee Name] dne []. V [], za [Enter Pledgor Name] [jméno a podpis oprávněného zástupce.]; and
- (3) deliver the New Shares to the Pledgee,
at its own cost.

The Pledgee shall provide the Pledgor with all necessary assistance regarding the handing over the New Shares to the Pledgee.

- 2.3 The Pledgee and the Pledgor hereby declare and confirm that all rights and liabilities arising out of the Share Pledge Agreement remain unaffected and in full force and effect.

Further, the Pledgor confirms for the benefit of the Pledgee that the Pledge created by it pursuant to the Share Pledge Agreement as amended by this Amendment shall remain in full force and effect notwithstanding:

- (1) any amendments of or to the Finance Documents (as defined in the Facilities Agreements); and
- (2) the imposition of any amended, new or more onerous obligations under the Finance Documents,

and shall continue to secure the Secured Obligations as amended by this Amendment.

3. FINAL PROVISIONS

- 3.1 This Amendment is a Finance Document. For the purposes of the relations between this Amendment and other Finance Documents, the application of Section 1727 (second sentence and third sentence) of the Civil Code shall be excluded.
- 3.2 This Amendment is executed in three (3) original counterparts in English. Each party will receive one (1) counterpart of this Amendment.
- 3.3 This Amendment and all non-contractual obligations arising out of or in connection with this Amendment are governed by Czech law. Application of any trade practices within the meaning of Section 558(2) of the Civil Code is excluded.
- 3.4 Any dispute, disputable claim or disputable issue arising out of or in connection with this Amendment (including questions relating to its validity, effectiveness and interpretation) will be submitted for decision to the relevant court in the Czech Republic.

EXECUTION PAGE

For and on behalf of **ROWSE HONEY LIMITED** as the Pledgor

[REDACTED]

Name: Robert David
Title: Under power of attorney

For and on behalf of **WILMINGTON TRUST (LONDON) LIMITED** as the Pledgee

[REDACTED]

Name: Jakub Šťastný
Title: Under power of attorney

For and on behalf of **PEPPY CZ BIDCO a.s.** as the Company

[REDACTED]

Name: Robert David
Title: Under power of attorney

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