

MG01

Particulars of a mortgage or charge

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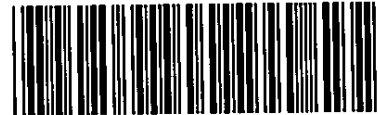
A fee is payable with this form

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 mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

TUESDAY



LD5

16/11/2010

18

COMPANIES HOUSE

1 Company details

Company number 0577981

Company name in full R&R ICE CREAM PLC

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 Date of creation of charge

Date of creation 05/11/2010

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Financial Securities Account Pledge Agreement (the "Account Pledge Agreement") dated 5
November 2010 between R&R Ice Cream PLC (the "Pledgor") and Barclays Bank PLC (the
"Security Trustee")

4 Amount secured

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

Amount secured

Please refer to attached Continuation Sheets headed "Amount
Secured" and Part 1 "Definitions"

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

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

Name	Barclays Bank PLC
Address	5 The North Colonnade, Canary Wharf
	London
Postcode	E 1 4 4 B B
Name	
Address	
Postcode	

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please refer to attached Continuation Sheets headed Part 2 "Short particulars of all the property mortgaged or charged", Part 3 "Covenants and Restrictions" and Part 1 "Definitions"

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

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Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) 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)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Sheumman & Sterling</i> X (Corder) UK</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or 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 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 **Marsili Hale**

Company name **Shearman & Sterling LLP**

Address **Broadgate West**

9 Appold Street

Post town **London**

County/Region

Postcode **E C 2 A 2 A P**

Country **United Kingdom**

DX

Telephone **0207 655 5684**



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or 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,
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.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 mortgage or charge

4 Amount secured

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

Amount secured

All present and future obligations and other liabilities of any nature, whether actual, contingent or limited, of the Pledgor which are or become due, owing or incurred under or in connection with the Secured Documents to any or all of the Secured Creditors, including (without limitation) under the Senior Revolving Facility Parallel Debt and/or the Senior Secured Notes Parallel Debt, to the Security Trustee (in any capacity whatsoever) and/or any Receiver or any legal successor (including by way of transfer or assignment) of the Security Trustee (including, without limitation, under or in relation to any amendments, supplements, new or increased advances or utilisations, extensions (whether of maturity or otherwise), replacements and/or restatements (however fundamental and of whatsoever nature and whether or not more onerous) of any of the Senior Finance Documents or the Senior Secured Notes Documents), whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the Pledgor) incurred in connection therewith, including

i under the Senior Facility Agreement, as Borrower (as defined in the Senior Facility Agreement), in an initial maximum principal amount of €60,000,000,

ii under the provisions of Clause 23 (*Guarantee and Indemnity*) of the Senior Facility Agreement, as Guarantor (as defined in the Senior Facility Agreement) in connection with the obligations of the other Obligors (as defined in the Senior Facility Agreement) in relation to the Facility (as defined in the Senior Facility Agreement) in an initial maximum principal amount of €60,000,000,

iii under Clause 16.6 (*Parallel Debt owed to the Senior Revolving Facility Parallel Debt Creditor*) of the Intercreditor Agreement, as debtor of its Senior Facility Parallel Debt in an initial maximum principal amount of €60,000,000,

it being understood that (A) its liabilities as Guarantor (as defined in the Senior Facility Agreement) under paragraph ii above and as debtor under the Senior Revolving Facility Parallel Debt under paragraph iii above shall never exceed the maximum principal aggregate amount owing under ii above, and (B) any payment made under paragraph ii above shall reduce pro tanto the amount due under paragraph iii above for an equal amount and vice et versa,

iv under Clause 16.7 (*Parallel Debt Owed to the Senior Secured Notes Parallel Debt Creditor*) of the Intercreditor Agreement, as debtor of its Senior Secured Notes Parallel Debt in an initial maximum principal amount of €350,000,000, and

v under the provisions of Clause 15 (*Hedge Counterparty Guarantee*) of the Intercreditor Agreement, as Debtor in connection with the obligations of the other Debtors in relation to the Hedging Agreements

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part 1

Definitions

“**Account Holder**” means the Company in its capacity as holder of the Financial Securities Account

“**Article**” means any article of the Account Pledge Agreement

“**Cash Account**” means the bank account opened in the name of the Pledgor in the books of the Cash Account Holder pursuant to Article L 211-20 of the French Code *monétaire et financier*, under the reference number identified in the Statement of Pledge

“**Cash Account Holder**” means the holder of the Cash Account as identified in the Statement of Pledge

Cash Proceeds means any income or proceeds (*fruits et produits*) (including dividends, prepayment of dividends, reimbursement, redemption and any other distribution) attached to or deriving from the Financial Securities and paid or payable in respect thereof in any currency

“**Company**” means R&R Rolland France SAS, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of €100, having its registered office at Lieu-dit Le Labour – 33870 Vayres (France), registered in France under number 522 676 824 RCS Libourne

“**Declared Default**” means

i an Event of Default which is continuing in respect of which a notice of the exercise of the remedies has been served pursuant to Clause 28.15 (*Acceleration*) of the Senior Facility Agreement, or

ii an Event of Default under the Senior Secured Notes Indenture in respect of which a notice of the exercise of the remedies has been served pursuant to the terms of the Original Senior Secured Notes Indenture or any Additional Senior Secured Notes Indenture, or following which automatic acceleration of the Senior Secured Notes has occurred

“**Financial Securities**” means the Shares and all other financial securities (*titres financiers*) issued by the Company referred to in Article L 211-20 of the French Code *monétaire et financier* and Article 2.3, credited from time to time on the Financial Securities Account

“**Financial Securities Account**” means the *compte-titres* opened in the name of the Pledgor in the corporate registers (*registres d'actionnaires*) of the Account Holder pursuant to Article L 211-20 of the French Code *monétaire et financier*, under the reference number identified in the Statement of Pledge

“**Pledge**” means the pledge over the Pledged Accounts and the Financial Securities in favour of the Secured Creditors under the Account Pledge Agreement

“**Pledged Accounts**” means the Financial Securities Account and the Cash Account, and “**Pledged Account**” means any of them

“**Secured Creditors**” means, as at the date of the Account Pledge Agreement, the entities named in Schedule 1 of the Account Pledge Agreement (including their successors, assigns, transferees and *subrogees* (*subrogés*)) and any other Secured Parties that is a *reditor* of Secured Liabilities, and “**Secured Creditor**” means any of them

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Secured Documents" means the Senior Revolving Facility Finance Documents, the Senior Secured Notes Documents (including, for the avoidance of doubt, the Intercreditor Agreement) and the Transaction Security Documents, and **"Secured Document"** means any of them

"Secured Liabilities" means all present and future obligations and other liabilities of any nature, whether actual, contingent or limited, of the Pledgor which are or become due, owing or incurred under or in connection with the Secured Documents to any or all of the Secured Creditors, including (without limitation) under the Senior Revolving Facility Parallel Debt and/or the Senior Secured Notes Parallel Debt, to the Security Trustee (in any capacity whatsoever) and/or any Receiver or any legal successor (including by way of transfer or assignment) of the Security Trustee (including, without limitation, under or in relation to any amendments, supplements, new or increased advances or utilisations, extensions (whether of maturity or otherwise), replacements and/or restatements (however fundamental and of whatsoever nature and whether or not more onerous) of any of the Senior Finance Documents or the Senior Secured Notes Documents), whether incurred solely or jointly and/or severally and whether as principal or surety or in any other capacity whatsoever, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the Pledgor) incurred in connection therewith, including

i under the Senior Facility Agreement, as Borrower (as defined in the Senior Facility Agreement), in an initial maximum principal amount of €60,000,000,

ii under the provisions of Clause 23 (*Guarantee and Indemnity*) of the Senior Facility Agreement, as Guarantor (as defined in the Senior Facility Agreement) in connection with the obligations of the other Obligors (as defined in the Senior Facility Agreement) in relation to the Facility (as defined in the Senior Facility Agreement) in an initial maximum principal amount of €60,000,000,

iii under Clause 16 6 (*Parallel Debt owed to the Senior Revolving Facility Parallel Debt Creditor*) of the Intercreditor Agreement, as debtor of its Senior Facility Parallel Debt in an initial maximum principal amount of €60,000,000,

it being understood that (A) its liabilities as Guarantor (as defined in the Senior Facility Agreement) under paragraph ii above and as debtor under the Senior Revolving Facility Parallel Debt under paragraph iii above shall never exceed the maximum principal aggregate amount owing under ii above, and (B) any payment made under paragraph ii above shall reduce pro tanto the amount due under paragraph ii above for an equal amount and *vice et versa*,

iv under Clause 16 7 (*Parallel Debt Owed to the Senior Secured Notes Parallel Debt Creditor*) of the Intercreditor Agreement, as debtor of its Senior Secured Notes Parallel Debt in an initial maximum principal amount of €350,000,000, and

v under the provisions of Clause 15 (*Hedge Counterparty Guarantee*) of the Intercreditor Agreement, as Debtor in connection with the obligations of the other Debtors in relation to the Hedging Agreements,

"Schedule" means any schedule to the Account Pledge Agreement

"Shares" means the shares issued by the Company held by the Pledgor credited on the Financial Securities Account being 6 shares

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Short particulars of all the property mortgaged or charged

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Short particulars

Part 2

Short particulars of all property mortgaged or charged

1 Pursuant to Article 2 1 (*Pledge*) of the Account Pledge Agreement as security for the full payment, discharge and performance of the Secured Liabilities, the Pledgor (*as constituant*) pledges in favor of the Secured Creditors, represented by the Security Trustee, the Pledged Accounts in accordance with the provisions of Article L 211-20 of the French Code *monétaire et financier*, and the Shares are thereby pledged in favor of the Secured Creditors, represented by the Security Trustee

2 Pursuant to Article 2 2 (*Pledge*) of the Account Pledge Agreement the scope of the Pledge is in accordance with Article L 211-20 of the French Code *monétaire et financier*, thereby includes and shall extend to

- (a) the Pledged Accounts, the Shares, the other Financial Securities and all Cash Proceeds, and
- (b) the financial securities (*titres financiers*) referred to in Article L 211-20 of the French Code *monétaire et financier*, including the financial securities (*titres financiers*) subscribed by or allotted to the Pledgor by way of exercise of its preferential right of subscription (*droit préférentiel de souscription*) or of any other right attached to or deriving from the relevant Financial Securities, and financial securities (*titres financiers*) resulting from a free allotment or from a decrease of the Company's share capital immediately followed by an increase in such share capital

If any of the above mentioned financial securities (*titres financiers*) is not automatically included in the Financial Securities Account, the Pledgor shall transfer the said financial securities (*titres financiers*) to the Financial Securities Account and the said financial securities (*titres financiers*) shall therefore be included in the scope of the Pledge in accordance with article L 211-20 of the French Code *Monétaire et Financier*. The Pledgor shall execute all such documents and take all such other actions as may be necessary or appropriate to effect such transfers

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Short particulars

Part 3

Covenants and Restrictions

I Pursuant to Article 6 (*Undertakings of the Pledgor*) of the Account Pledge Agreement without prejudice to the rights and obligations of the Pledgor (in any capacity) under the Secured Documents, the Pledgor undertakes on the date hereof and as long as the Account Pledge Agreement shall remain in force

- (a) not to sell, transfer, assign or otherwise dispose of any of the Pledged Accounts, the Financial Securities and the Cash Proceeds (in all or part and including by way of contribution, merger or spin off) and not to create, incur or permit to subsist any security interest (other than the Pledge) or encumbrance or other right whatsoever over any of them (in all or part),
- (b) not to modify in any way any of its rights relating to the Pledged Accounts, the Financial Securities and the Cash Proceeds,
- (c) to provide in writing to the Secured Creditors information relating to the Pledged Accounts, the Financial Securities and the Cash Proceeds which are, at the time they are provided to the Secured Creditors, true in accurate in all material respect to the best of its knowledge,
- (d) at any time, to execute and deliver all documents and to complete all necessary actions upon the request of the Security Trustee (acting reasonably) for purposes of the preservation and enforcement of the rights, actions and priorities of the Secured Creditors pursuant to applicable laws, the Agreement and the Statement of Pledge,
- (e) unless required by law, it shall refrain from using any voting rights in respect of the Shares and any other Financial Securities (whenever such voting right exists) in a way which would be contrary to the provisions of the Account Pledge Agreement or the Secured Documents, which would prejudice the ability of the Security Trustee to enforce the Pledge, or which adversely affects the validity or enforceability of the Pledge or cause a Declared Default,
- (f) if the Company proceeds with a capital reduction which is motivated by losses, it shall inform the Security Trustee of the proposed reduction before its adoption by the relevant shareholders' meeting,
- (g) if the Company proceeds with a capital reduction which is not motivated by losses, it shall not offer the shares of the Company that it owns to the Company for repurchase,
- (h) it shall remove (and provide conclusive evidence of such removal to the Security Trustee), without delay, from the Company's by-laws (statuts) any provision (agreement, first refusal right, preemption or other) which would limit in any way the exercise by the Security Trustee and the Secured Creditors of their rights under the Account Pledge Agreement or the Statement of Pledge, and
- (i) it undertakes to promptly register in the Financial Securities Account any new financial securities (titres financiers) issued by the Company that the Pledgor might hold, so that, at any time, 100% of the Financial Securities held by the Pledgor and 100% of all Financial Securities issued by the Company are pledged in favour of the Secured Creditors, and immediately upon such registration, shall instruct the Account Holder to notify such registration to the Security Trustee

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2 Pursuant to Article 9 1 (*Secured Documents*) of the Account Pledge Agreement the respective rights of the Secured Creditors vis-à-vis the Pledgor and the rank of such Secured Creditors among themselves are described in the Intercreditor Agreement to which the Account Pledge Agreement is subject. In the event of any inconsistency between the Account Pledge Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail, to the extent permitted by applicable laws



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5777981
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FINANCIAL SECURITIES
ACCOUNT PLEDGE AGREEMENT DATED 5 NOVEMBER 2010
AND CREATED BY R&R ICE CREAM PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANY OR ALL OF THE SECURED CREDITORS, BARCLAYS BANK
PLC (IN ANY CAPACITY WHATSOEVER) AND/OR ANY
RECEIVER OR ANY LEGAL SUCCESSOR ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 16 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 NOVEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES