

# MR04

## Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04



LD2 06/06/2014 #21  
COMPANIES HOUSE

### 1 Company details

Company number 05936386 ✓  
Company name in full Rome Pkco Limited (the "Chargor") ✓

3  
→ **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 ①

When was the charge created?  
→ Before 06/04/2013 Complete Part A and Part C  
→ On or after 06/04/2013 Complete Part B and Part C

① **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge ②  
Charge creation date 05/01/2011 ✓

② **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced  
Instrument description A security agreement dated 5 January 2011 between  
the Chargor, Rome Bidco Limited, Aroma Limited,  
Nero Coffee Roasting Limited, Nero Holdings  
Limited, Caffè Nero Group Limited and Bank of  
Scotland plc (the "Security Agent") (the "Security  
Agreement")

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

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A3

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

Please see attached continuation pages

**Continuation page**

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

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## Part B Charges created on or after 06/04/2013

B1

### Charge code

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

## Part C To be completed for all charges

C1

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

C2

### Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Jemini

Surname

Amrania

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

One Silk Street

Post town

London

County/Region

London

Postcode

E C 2 Y 8 H Q

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor for the Chargor

C3

### Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

X

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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. The contact information you give will be visible to searchers of the public record.

Contact name Jemini Amrania

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX

Telephone



## Important information

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



## 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



## 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

### Part A Charges created before 06/04/2013

- ☒ You have given the charge date  
☒ You have completed the Description of instrument and Short particulars in Sections A2 and A3

### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

### Part C To be completed for all charges

- ☒ You have ticked the appropriate box in Section C1  
☒ You have given the details of the person delivering this statement in Section C2  
☒ You have signed the form



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Statement of satisfaction in full or in part of a charge

A2	Description of instrument (if any)	
	Please give a description of the instrument (if any) by which the charge is created or evidenced	
Instrument description	<p>1 As security for payment of the Secured Liabilities</p> <p>1 1 the Chargor has charged to the Security Agent</p> <p>(a) by way of first legal mortgage all shares in any member of the UK Group owned by it or held by any nominee on its behalf, and</p> <p>(b) (to the extent that they are not the subject of a mortgage under sub-paragraph 1 1(a) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf,</p> <p>(c) by way of first fixed charge</p> <p>(i) all plant and machinery owned by it and its interest in any plant or machinery in its possession,</p> <p>(ii) all of its rights in respect of any amount standing to the credit of any Secured Account and the debt represented by that account,</p> <p>(iii) all of its book and other debts, all moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to its book and other debts or all moneys due and owing to it,</p> <p>(iv) all of its rights in respect of any Intellectual Property Rights,</p> <p>(v) any beneficial interest, claim or entitlement it has in any pension fund,</p> <p>(vi) its goodwill,</p> <p>(vii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,</p> <p>(viii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph 1 1</p> <p>(c) (vii) above, and</p> <p>(ix) its uncalled capital</p>	

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<b>A2</b>	<b>Description of instrument (if any)</b>
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>1 2 As security for payment of the Secured Liabilities the Chargor</p> <p>(a) has assigned absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its Insurances (if any) and all of its rights in connection with those amounts,</p> <p>(b) has charged by way of first fixed charge all amounts described in paragraph 1 2(a) above, to the extent that they are not effectively assigned under paragraph 1 2(a) above,</p> <p>(c) has assigned absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of</p> <p>(1) its Relevant Contracts,</p> <p>(11) any letter of credit issued in its favour,</p> <p>(111) any bill of exchange or other negotiable instrument held by it,</p> <p>provided that to the extent that any right described in paragraphs 1 2(a), (b) or (c) above is not assignable or capable of assignment, the assignment of that right purported to be effected by this paragraph 1 2 shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right, and</p> <p>(d) has charged by way of first fixed charge all of its rights under each agreement and document to which it is a party, to the extent that these do not fall within any other clause of the Security Agreement and are not effectively assigned under paragraph 1 2 (c) above</p> <p>1 3 As security for payment of the Secured Liabilities the Chargor has charged by way of first floating charge all of its assets which are not otherwise effectively mortgaged, charged or assigned under the Security Agreement</p>

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## Statement of satisfaction in full or in part of a charge

A2

### Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

2 Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Security Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if

2 1 an Event of Default is outstanding,

2 2 the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or

2 3 the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph 5 1

2 4 The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of

(1) the obtaining of a moratorium, or

(11) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986

3 The floating charge created under the Security Agreement will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator

4 The Chargor has agreed that

4 1 before the Security becomes enforceable

(a) the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments, and

(b) all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the Chargor, and

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A2	Description of instrument (if any)
	Please give a description of the instrument (if any) by which the charge is created or evidenced
Instrument description	<p>4 2 after the Security has become enforceable</p> <p>(a) to the extent that any of the Investments remain registered in the names of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments, and</p> <p>(b) to the extent that the Security Agent becomes the registered holder of any of the Investments, the Security Agent or its nominee may exercise or refrain from exercising</p> <p>(i) any voting rights attached to the relevant Investment, and</p> <p>(ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,</p> <p>in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor, and</p> <p>(c) to the extent that any of the Investments remain registered in the name of the Chargor, the Chargor shall hold any dividend received by it on trust for the Secured Creditors and pay the same to the Security Agent, and</p> <p>(d) to the extent that the Security Agent becomes the registered holder of any of the Investments, then the Security Agent shall be entitled to receive any dividends received from those Investments for application in accordance with the Security Agreement</p> <p>5 The Chargor has agreed that it may not</p> <p>5 1 create or allow to exist any Security Interest on any of its assets, or</p> <p>5 2 either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of all or any part of its assets, except as expressly allowed under the Senior Finance Documents, the Mezzanine Finance Documents and the PIK Finance Documents</p>



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<b>A2</b>	<b>Description of instrument (if any)</b>
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Instrument description	<p>6 The Security Agreement contains covenants for further assurance</p> <p>7 In this form MR04</p> <p><b>"Accounting Standards"</b> means IFRS,</p> <p><b>"Capital Expenditure"</b> means for any period, expenditure which should be treated as capital expenditure in accordance with the Accounting Standards (and so that, to the extent the relevant expenditure is financed under a Finance Lease, the total amount expended by the relevant lessor during such period shall be included as Capital Expenditure),</p> <p><b>"Cash Equivalents"</b> has the meaning given to it in the Senior Credit Agreement,</p> <p><b>"Event of Default"</b> has the meaning given to it in the Senior Credit Agreement or the Mezzanine Facility Agreement (as appropriate),</p> <p><b>"Facility Agent"</b> means Bank of Scotland plc,</p> <p><b>"Finance Lease"</b> means any lease under which a member of the UK Group is the lessee which is or should be treated as a finance lease under the Accounting Standards (and includes any hire purchase contract or other arrangement which is or should be similarly treated),</p> <p><b>"Holdco"</b> means the Chargor,</p> <p><b>"Insurances"</b> means any contract of insurance taken out by or on behalf of a member of the UK Group or under which it has a right to claim,</p> <p><b>"Intellectual Property Rights"</b> means</p> <p>(a) any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right,</p> <p>(b) any copyright, data base or other intellectual property right, or</p> <p>(c) any interest (including by way of licence) in the above,</p> <p>in each case whether registered or not, and includes any related application,</p>

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<b>A2</b>	<b>Description of instrument (if any)</b>
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Instrument description	<p><b>"Investments"</b> means</p> <p>(a) the Shares, and</p> <p>(b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,</p> <p>which the Chargor purports to mortgage or charge under the Security Agreement,</p> <p><b>"Kiosk"</b> means an outlet trading as Nero Express and serving only take-away customers,</p> <p><b>"Mezzanine Agent"</b> means Bank of Scotland plc,</p> <p><b>"Mezzanine Facility Agreement"</b> means the mezzanine facility agreement dated on or about the date of the Security Agreement between (among others) the Chargor and the Mezzanine Agent,</p> <p><b>"Mezzanine Finance Documents"</b> has the meaning given to it in the Senior Credit Agreement,</p> <p><b>"Outlet"</b> means a Store or a Kiosk,</p> <p><b>"Overseas Group"</b> means the Overseas Parent and its Subsidiaries and any joint venture, associate or other minority interest in which the Overseas Parent or its Subsidiaries has an interest,</p> <p><b>"Overseas Investment"</b> means</p> <p>(a) any acquisition of any company, business or other undertaking,</p> <p>(b) any investment in any joint venture, associate or minority interest,</p> <p>(c) the opening of any Outlet,</p> <p>(d) any franchise or license arrangement entered into by any member of the UK Group with any person which is not a member of the UK Group for the purposes of carrying on any business or other activity,</p> <p>(e) the making of any Capital Expenditure or any other investment, or</p>

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### Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

(f) the carrying on of any other business or activity,

in each case, in any jurisdiction other than the UK,

**"Overseas Parent"** means Caffè Nero Investments Ltd, a company incorporated under the laws of England with registered number 06127290, which owns (directly or indirectly) all interests in any Overseas Investment,

**"PIK Finance Documents"** has the meaning given to it in the Senior Credit Agreement,

**"Relevant Contracts"** means in relation to the Chargor

(a) an agreement specified in Schedule 2 of the Security Agreement under the heading Relevant Contracts opposite the Chargor's name, and

(b) any other agreement to which the Chargor is a party and which the Chargor and the Security Agent have designated a Relevant Contract,

**"Secured Account"** means

(a) each bank account referred to in Schedule 2 (Security Assets) of the Security Agreement, and

(b) any other bank account held by the Chargor from time to time,

**"Secured Creditors"** means

(a) the Finance Parties (as defined in the Senior Credit Agreement), and

(b) the Finance Parties (as defined in the Mezzanine Facility Agreement),

**"Security"** means any Security Interest created, evidenced or conferred by or under the Security Agreement,

**"Security Asset"** means all assets of the Chargor the subject of any security created by the Security Agreement,

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Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>"<b>Security Documents</b>" has the meaning given to that term in the Senior Credit Agreement or the Mezzanine Facility Agreement (as appropriate),</p> <p>"<b>Security Interest</b>" means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect,</p> <p>"<b>Senior Credit Agreement</b>" means the senior credit agreement dated on or about the date of the Security Agreement between (among others) the Chargor and the Security Agent,</p> <p>"<b>Senior Finance Documents</b>" has the meaning given to it in the Senior Credit Agreement,</p> <p>"<b>Shares</b>" means, in relation to the Chargor, all shares in any member of the UK Group and the Overseas Parent owned by the Chargor which that Chargor purports to mortgage or charge under the Security Agreement,</p> <p>"<b>Store</b>" means a store, shop or other retail outlet other than a Kiosk,</p> <p>"<b>Subsidiaries</b>" means</p> <p>(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,</p> <p>(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>(c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership, or</p> <p>(d) an entity treated as a subsidiary in the financial statements of any person pursuant to the relevant Accounting Standards,</p> <p>"<b>UK Group</b>" means Holdco and its Subsidiaries excluding any member of the Overseas Group</p>