

# MR04

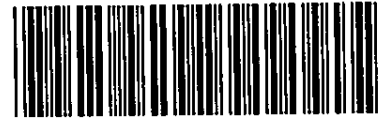
## Statement of satisfaction in full or in part of a charge

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 satisfi  
in full or in part of a mortgag  
charge against an LLP Use  
LL MR04

WEDNESDAY



LD4 03/12/2014 #67  
COMPANIES HOUSE

### 1 Company details

Company number 0 5 9 3 6 4 9 8  
Company name in full ROME PIK HOLDCO LIMITED (the "Chargor")

→ **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

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

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

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 5 1 1 2 0 1 1

### A2 Charge number

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

Charge number\* 2

### A3 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 Rome PIK  
Holdco Limited and Hutton Collins Partners LLP (the "Security  
Agent") (the "Security Agreement")

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

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**A4**

**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

**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 ❶

-  -

**❶ Charge code**

This is the unique reference code allocated by the registrar

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## 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
Name	Jemini 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



## 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 given the charge number (if appropriate)
- ☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- 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



## 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



## 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

**A4**

## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- 1** As security for payment of the Secured Liabilities, the Chargor has
  - 1 1** charged to the Security Agent
    - (a) by way of first legal mortgage, the Shares, and
    - (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 Investments,
  - 1 2** assigned absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of
    - (a) its Relevant Contracts and any and all amounts owing at any time to the Chargor by Holdco thereunder, and
    - (b) all other moneys due and owing to the Chargor from time to time under any Shareholder Loans,  
  
provided that to the extent that any right described in paragraphs 1.2(a) or (b) 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 the Chargor may derive from that right or be awarded or entitled to in respect of that right, and
  - 1 3** 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 above
- 2** The Chargor has agreed that
  - 2 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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Statement of satisfaction in full or in part of a charge

**A4**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- 2.2** after the Security has become enforceable
- (a) to the extent that any of the Investments remain registered in the name 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
  - (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
    - (i) any voting rights attached to the relevant Investment, and
    - (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,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor, and
  - (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
  - (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
- 3** The Chargor has agreed that it will not
- 3.1** create or allow to exist any Security Interest on any of its assets, or
- 3.2** 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 Mezzanine Finance Documents and the PIK Finance Documents

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- 4** The Security Agreement contains covenants for further assurance
- 5** In this form MR04
- Accounting Standards** means IFRS
- Additional Guarantor** means a member of the UK Group which becomes a Guarantor after the date of this Agreement under Clause 27 6 (Additional Guarantors) of the Mezzanine Facility Agreement, and/or Clause 25 6 (Additional Guarantors) or the PIK Facility Agreement
- Borrower** means Rome Bidco Limited in relation to the Mezzanine Facility Agreement, and Rome Pikco Limited in relation to the PIK Facility Agreement
- Capital Expenditure** 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) and, for the avoidance of doubt, excluding any acquisitions of businesses or undertakings or any shares or other interest therein
- Facility Agent** means Bank of Scotland plc
- Finance Lease** 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)
- Guarantor** means an Original Guarantor or an Additional Guarantor
- Holdco** means Rome Pikco Limited a private company with limited liability incorporated under the laws of England and Wales with registered number 5936386

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

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

**Investments** means

- (a) the Shares, and
- (b) all other, shares, stocks, debentures, bonds, warrants, coupons, securities and ownership interests owned by the Chargor or held by any nominee on its behalf in the issued share capital of the Holdco on the date of the Security Agreement or any time thereafter

**Kiosk** means an outlet trading as Nero Express and serving only take-away customers

**Mezzanine Facility Agreement** means the £50,000,000 mezzanine facility agreement dated 22 December 2010 between (among others) Rome Bidco Limited, Rome Pikco Limited and the Facility Agent

**Mezzanine Finance Documents** has the meaning given to it in the Mezzanine Facility Agreement

**Obligor** means the Borrower or a Guarantor

**Original Guarantor** means the persons listed in Part 1 of Schedule 1 to the Mezzanine Facility Agreement and/or Part 1 of Schedule 1 to the PIK Facility Agreement

**Outlet** means a Store or a Kiosk

**Overseas Group** 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



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## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

### **Overseas Investment** means

- (a) any acquisition of any company, business or other undertaking,
- (b) any investment in any joint venture, associate or minority interest,
- (c) the opening of any Outlet,
- (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,
- (e) the making of any Capital Expenditure or any other investment, or
- (f) the carrying on of any other business or activity,

in each case, in any jurisdiction other than the UK, which is made through a wholly-owned member of the UK Group on arms length terms and which relates to the business and related activities of the UK Group

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

**PIK Facility Agreement** means the £49,000,000 PIK facility agreement dated 22 December 2010 between (among others) Rome Pikco Limited and the Facility Agent

**PIK Finance Documents** has the meaning given to it in the PIK Facility Agreement

**Relevant Contract** means, in relation to the Chargor

- (a) an agreement specified in Schedule 1 (Security Assets) under the heading **Relevant Contracts** in the Security Agreement, 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

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

**Secured Creditors** means

- (a) the Finance Parties, as defined in the Mezzanine Facility Agreement, and
- (b) the Finance Parties, as defined in the PIK Facility Agreement

**Security Interest** 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

**Shareholder Loans** means any loan made by the Chargor to Holdco and including any capitalised interest

**Shares** means all shares owned (now or in the future) by the Chargor (or held by any nominee on its behalf) in Holdco, including those shares specified in Schedule 1 (Security Assets) under the heading Shares in the Security Agreement

**Store** means a store, shop or other retail outlet other than a Kiosk Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,
- (b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,
- (c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership, or
- (d) an entity treated as a subsidiary in the financial statements of any person pursuant to the relevant Accounting Standards

**UK Group** means Holdco and its Subsidiaries excluding any member of the Overseas Group