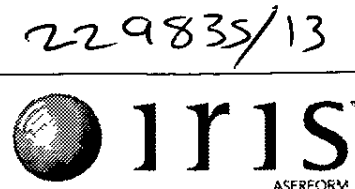


MG01

Particulars of a mortgage or charge



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 a
company. To do this, please
use form MG01s

FRIDAY

TU



RCS 27/01/2012 #249
COMPANIES HOUSE
A11800UG
A16 24/01/2012 #394
COMPANIES HOUSE

1 Company details		For official use
Company number	0 7 7 0 4 6 5 2	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Cafe 2011 Finance 2 Limited (the Chargor)	
2 Date of creation of charge		
Date of creation	d1 d2 m0 m1 y2 y0 y1 y2	
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	Charge over the shares in Cafe 2011 Finance 3 Limited dated 12 January 2012 between the <u>Chargor</u> and the <u>Security Agent</u> (as defined below) (the 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 liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each <u>Obligor</u> and each <u>grantor of a security</u> interest to the <u>Secured Parties</u> (or any of them) under each or any of the <u>Finance Documents</u> together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities, except for any obligation which, if it were so included, would result in the Charge contravening Section 678 or 679 of the Companies Act 2006 or any Dutch law on financial assistance (the Secured Liabilities)	
		Continuation page Please use a continuation page if you need to enter more details 10

MG01

Particulars of a mortgage or charge

5	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	Continuation page Please use a continuation page if you need to enter more details
Name	Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as	
Address	Rabobank International), P O Box 17100, 3500 HG Utrecht,	
	Croeselaan 18, 3521 CB (the Security Agent)	
Postcode	3 5 2 1 C B	
Name		
Address		
Postcode		
6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see the continuation pages	

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8

Delivery of instrument

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 870).

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 866). 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).

9

Signature

Please sign the form here

Signature

Signature

X ALLEN & OVERY LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01

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 Alexandra Cockburn

Company name Allen & Overy LLP

Address Barbara Strozzi laan 101

Post town Amsterdam

County/Region

Postcode 1 0 8 3 H N

Country The Netherlands

DX

Telephone +31 20 674 1000



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

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Charge

(i) is created in favour of the Security Agent,

(ii) is security for the payment of all the Secured Liabilities, and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Agent holds the benefit of the Charge on trust for the Secured Parties

1.2 Shares

The Chargor charges

(a) by way of a first legal mortgage all the Shares, and

(b) by way of first fixed charge all Related Rights

2. RESTRICTIONS ON DEALINGS

The Chargor may not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer, license, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Finance Documents

3. VOTING RIGHTS

(a) Before this Security becomes enforceable

(i) the voting rights, powers and other rights in respect of the Security Assets must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing, unless those directions are reasonably likely to be materially prejudicial to the validity or enforceability of the Security or would impair the value of the Shares, and

(ii) all dividends or other income paid or payable in relation to any Security Assets must be paid directly to the Chargor

The Chargor must indemnify the Security Agent against any loss liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Shares on the direction of the Chargor

After this Security has become enforceable, the Security Agent may exercise (in the name of

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise</p> <p>In this MG01</p> <p>Acquisition means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents</p> <p>Acquisition Documents has the meaning given to it in the Senior Facilities Agreement</p> <p>Additional Obligor means a member of the Group which becomes a party to the Intercreditor Agreement after the date of the Intercreditor Agreement</p> <p>Affiliate has the meaning given to it in the Senior Facilities Agreement</p> <p>Amendment and Restatement Agreement means the amendment and restatement agreement relating to the Senior Facilities Agreement dated on 12 January 2012 between, amongst others, the Parent and the Facility Agent</p> <p>Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p> <p>Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p> <p>Arrangers means each of</p> <ul style="list-style-type: none"> (a) Allied Irish Bank Plc, (b) Bank of Ireland Plc, (c) ING Bank N V , and (d) the Co-ordinating Mandated Lead Arranger <p>Café2008 Investment Loan means the €101,321,000 loan agreement dated on or about the date of the Senior Facilities Agreement entered into between Café2008 Investment B V and the Parent</p> <p>Charged Property means Charged Property as defined in the Senior Facilities Agreement</p> <p>Company means</p> <ul style="list-style-type: none"> (a) until the Effective Date, Café2008 B V , and (b) from and including the Effective Date, Cafe 2011 Finance 3 Limited <p>Constitutional Documents means the deed of incorporation (akte van oprichting) and the articles of association (statuten) of the Parent</p> <p>Co-ordinating Mandated Lead Arranger means Cooperatieve Centrale Raiffeisen-Boerenleenbank</p>

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>B A (trading as Rabobank International)</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>Dutch Mergers means the legal mergers as a result of which</p> <p>(a) Café2008 Investment B V , Café2008 Nederlands B V and Café2008 B V are each (as disappearing entities) merged into Café2008 Holdings B V , and</p> <p>(b) Drie Mollen Beheer B V is (as disappearing entity) merged into Drie Mollen International B V</p> <p>Effective Date has the meaning given to it in the Amendment and Restatement Agreement</p> <p>Facility Agent means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)</p> <p>Finance Document means</p> <p>(a) a Senior Finance Document,</p> <p>(b) a Mezzanine Finance Document,</p> <p>(c) an Intercompany Document,</p> <p>(d) a Holdco Document, or</p> <p>(e) an Investor Document</p> <p>Finance Party means the Facility Agent, each Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender provided that where the term "Finance Party" is used in, and construed for the purpose of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of</p> <p>(a) the definition of "Secured Parties",</p> <p>(b) paragraph (a)(i) of clause 1 2 (Construction) of the Senior Facilities Agreement,</p> <p>(c) paragraph (c) of the definition of Material Adverse Effect of the Senior Facilities Agreement,</p> <p>(d) clause 23 (Guarantee and Indemnity) of the Senior Facilities Agreement, and</p> <p>(e) clause 33 (Conduct of Business by the Finance Parties) of the Senior Facilities Agreement</p> <p>Group means the Parent and each of its Subsidiaries for the time being, including, without limitation, the Company and, following the Acquisition, the Target and its Subsidiaries</p> <p>Hedge Counterparty means each person who becomes a Party (as defined in the Intercreditor Agreement) under clause 8 1 (Hedge Counterparties) of the Intercreditor Agreement</p> <p>Holdco means</p>

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) prior to the Effective Date
 - (i) the Original Parent, and
 - (ii) the Company, and
- (b) from and including the Effective Date
 - (i) the Original Parent (until the relevant Dutch Merger has become effective),
 - (ii) the Company,
 - (iii) Café2008 Holdings B V ,
 - (iv) Cafe 2011 Finance 2 Limited, and
 - (v) Cafe 2011 Finance 3 Limited

Holdco Documents means

- (a) the Café2008 Investment Loan, and
- (b) any other document designated as such by the Security Agent and a Holdco

Intercompany Creditor means each Obligor other than a Holdco in its capacity as a creditor in relation to any other Obligor other than a Holdco

Intercompany Debt means all Liabilities payable or owing by any Intercompany Debtor other than a Holdco to an Intercompany Creditor other than a Holdco

Intercompany Debtor means each Obligor other than a Holdco in its capacity as a debtor in relation to, or who is liable for, any other Obligor other than a Holdco

Intercompany Document means any document evidencing or providing for any Intercompany Debt

Intercreditor Agreement means the intercreditor agreement originally dated 20 December 2007 and made between, amongst others, the Parent, the Original Obligors, the Holdcos, the Senior Creditors, the Mezzanine Creditors, the Investor and Cooperatieve Raiffeisen-Boerenleenbank B A (trading as Rabobank International) as Senior Agent, Mezzanine Agent and the Security Agent as amended on the date of the Charge and as amended and as amended and restated from time to time

Investor means Coffee2008 Investments SCA and any subsequent successors or assigns or transferees

Investor Debt means all Liabilities payable or owing by any Holdco or Obligor to the Investor under or in connection with the Investor Documents

Investor Documents means

- (a) the Constitutional Documents,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) this Intercreditor Agreement,
- (c) the Investor Loan,
- (d) the Subordinated Investor Loan, and
- (e) any other document designated as such by the Security Agent and the Investor

Investor Loan means the €35,962,000 loan agreement dated on the date of the Senior Facilities Agreement between the Investor and Café2008 Holdings B V and novated on the Effective Date such that Café 2011 Holdings Limited is the borrower

Issuing Bank means each Lender identified as an issuing bank and any other Lender which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party (as defined in the Senior Facilities Agreement) as a Lender in accordance with clause 2.2 (Increase) or clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of this Senior Facilities Agreement

Letter of Credit has the meaning given to it in the Senior Facilities Agreement

Liability means any present or future liability (actual or contingent), including accrued interest and, if applicable, Mandatory Costs together with

- (a) any refinancing, deferral or extension of that liability,
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings

Mandatory Cost means the percentage rate per annum calculated by the Facility Agent in accordance with schedule 4 (Mandatory Cost Formula) of the Senior Facilities Agreement

MG01 – continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Material Adverse Effect has the meaning given to it in the Senior Facilities Agreement

Mezzanine Agent means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)

Mezzanine Creditor means a Finance Party under and as defined in the Mezzanine Facility Agreement

Mezzanine Facility Agreement means the mezzanine facility agreement originally dated 20 December 2007, as amended and restated 11 January 2008, amended 17 June 2009 and further amended and restated 12 January 2012 between, among others, the Obligor and the Mezzanine Creditors.

Mezzanine Finance Document means a Mezzanine Finance Document as defined in the Senior Facilities Agreement

Obligor means

- (a) an Original Obligor,
- (b) an Additional Obligor, and/or
- (c) with respect to obligations in respect of Investor Debt, a Holdco

Original Lender means each of

- (a) Allied Irish Bank Plc,
- (b) The Governor and Company of the Bank of Ireland,
- (c) ING Bank N V , and
- (d) Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)

Original Obligor means Café2008 Netherlands B V or Café2008 B V

Original Parent means Café2008Netherlands B V

Parent means

- (a) until the Effective Date, Café2008 Netherlands B.V , and
- (b) from and including the Effective Date, Café 2011 Finance 2 Limited

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

Related Rights means:

- (a) any dividend or interest paid or payable in relation to any Shares, and

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Secured Parties means each Finance Party from time to time party to the Intercreditor Agreement, any Receiver or Delegate, and each agent and lender from time to time party to the Mezzanine Facility Agreement

Security means any security created by the Charge

Security Assets means all assets of the Chargor the subject of any security created by the Charge

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Senior Agent means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)

Senior Creditor has the meaning given to the term Finance Party in the Senior Facilities Agreement

Senior Facilities Agreement means the senior multicurrency term and revolving facilities agreement originally dated 20 December 2007, as amended and restated on 11 January 2008, amended 17 June 2009 and amended and restated 12 January 2012 between, among others, the Obligors and the Senior Creditors

Senior Finance Document means a Finance Document as defined in the Senior Facilities Agreement

Shares means 3 shares in Cafe Finance 3 Limited held by the Chargor and charged in favour of the Security Agent

Subordinated Investor Loan means the subordinated €35,359,000 loan agreement dated on the date of the Senior Facilities Agreement between the Investor and Café2008 Holdings B V and novated on the Effective Date such that Café 2011 Holdings Limited is the borrower

Subsidiary means 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 and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

Target means Drie Mollen International B V, a company incorporated under the laws of the Netherlands with registered number 30160753

Target Shares has the meaning given to it in the Senior Facilities Agreement

PROFORMA

Company Number 07704652
Company Name: Cafe 2011 Finance 2 Limited
Contact Name/ Organisation Alexandra Cockburn/Allen & Overy LLP
Address: Barbara Strozzi laan 101 Amsterdam
1083HN The Netherlands

- The following details will need to be added, amended or deleted to the Form ~~MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09~~

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

Dear Sirs

Please amend the definition of "Shares" in the section 'Short particulars of all the property mortgaged or charged' to read:

Shares means 3 shares in Cafe 2011 Finance 3 Limited held by the Chargor and charged in favour of the Security Agent

**Kind regards,
Alexandra Cockburn**



Airmail

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7704652
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER THE SHARES
DATED 12 JANUARY 2012 AND CREATED BY CAFE 2011
FINANCE 2 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR AND EACH GRANTOR OF
A SECURITY INTEREST TO THE SECURED PARTIES (OR ANY
OF THEM) 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
27 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES