

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **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

☒ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction in
or in part of a fixed charge
company registered in Scotland
do this, please use form M

WEDNESDAY



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	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	d1 d2 m0 m1 y2 y0 y1 y2 ✓	
Description 1	Charge over the shares in Cafe 2011 Finance 3 Limited between the Chargor and the Security Agent (as defined below) (the Charge)	
Date of registration 2	d2 d7 m0 m1 y2 y0 y1 y2 ✓	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
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		
Name		
Address		
Postcode		

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4 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

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature



X

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

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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 Robert Ardern

Company name Linklaters LLP

Address WTC Amsterdam

Zuidplein 180

Post town Amsterdam

Country/Region

Postcode 1 0 7 7 X V

Country The Netherlands

DX

Telephone +31 20 7996 283



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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 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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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the security created under the Charge</p> <p>(i) is created in favour of the Security Agent;</p> <p>(ii) is security for the payment of all the Secured Liabilities, and</p> <p>(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Security Agent holds the benefit of the Charge on trust for the Secured Parties</p> <p>1.2 Shares</p> <p>The Chargor charges.</p> <p>(a) by way of a first legal mortgage all the Shares; and</p> <p>(b) by way of first fixed charge all Related Rights</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>The Chargor may not</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset; or</p> <p>(b) sell, transfer, license, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Finance Documents</p> <p>3. VOTING RIGHTS</p> <p>(a) Before this Security becomes enforceable</p> <p>(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</p> <p>(ii) all dividends or other income paid or payable in relation to any Security Assets must be paid directly to the Chargor</p> <p>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</p>	

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Short particulars

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

In this MG02:

Acquisition means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents

Acquisition Documents has the meaning given to it in the Senior Facilities Agreement.

Additional Obligor means a member of the Group which becomes a party to the Intercreditor Agreement after the date of the Intercreditor Agreement.

Affiliate has the meaning given to it in the Senior Facilities Agreement

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

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the Senior Facilities Agreement

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

Arrangers means each of

- (a) Allied Irish Bank Plc;
- (b) Bank of Ireland Plc;
- (c) ING Bank N.V , and
- (d) the Co-ordinating Mandated Lead Arranger

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

Charged Property means Charged Property as defined in the Senior Facilities Agreement

Company means.

- (a) until the Effective Date, Café2008 B.V , and
- (b) from and including the Effective Date, Cafe 2011 Finance 3 Limited

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Short particulars	<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 Coöperatieve Centrale Raiffeisen-Boerenleenbank 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 Coöperatieve 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>	

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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

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

Holdco means

- (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) Café 2011 Finance 2 Limited, and
 - (v) Café 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

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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,
- (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

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- 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
- Material Adverse Effect** has the meaning given to it in the Senior Facilities Agreement
- Mezzanine Agent** means Coöperatieve 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) Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International).

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Short particulars	<p>Original Obligor means Café2008 Netherlands B.V. or Café2008 B V .</p> <p>Original Parent means Café2008Netherlands B V</p> <p>Parent means</p> <ul style="list-style-type: none"> (a) until the Effective Date, Café2008 Netherlands B V ; and (b) from and including the Effective Date, Café 2011 Finance 2 Limited <p>Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.</p> <p>Related Rights means.</p> <ul style="list-style-type: none"> (a) any dividend or interest paid or payable in relation to any Shares, and (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 <p>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.</p> <p>Security means any security created by the Charge</p> <p>Security Assets means all assets of the Chargor the subject of any security created by the Charge</p> <p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.</p> <p>Senior Agent means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International)</p> <p>Senior Creditor has the meaning given to the term Finance Party in the Senior Facilities Agreement</p> <p>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.</p> <p>Senior Finance Document means a Finance Document as defined in the Senior Facilities Agreement.</p> <p>Shares means 3 shares in Cafe 2011 Finance 3 Limited held by the Chargor and charged in favour</p>	

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Short particulars

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.