

# 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 for**  
You cannot use this form to register  
a statement of satisfaction in full or  
in part of a mortgage or charge  
or in part of a fixed rate  
company registered  
do this, please use form MG01

WEDNESDAY



LD4 30/05/2012 #12  
COMPANIES HOUSE

please  
gov.uk

### 1 Company details

Company number 07704652

Company name in full Cafe 2011 Finance 2 Limited (the Chargor)

2 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 Creation of charge

Date charge created 09/02/2012

Description 1 Deed of security over present and future assets between, among others, the  
Chargor and the Security Agent (as defined below) (the Deed)

Date of registration 2 23/02/2012

- 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

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name Coöperatieve 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 3521 CB

Name

Address

Postcode

Name

Address

Postcode

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

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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  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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@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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<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the security created under the Deed</p> <ul style="list-style-type: none"> <li>(i) is created in favour of the Security Agent;</li> <li>(ii) is created over present and future assets of the Chargor;</li> <li>(iii) is security for the payment of all the Secured Liabilities, and</li> <li>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</li> </ul> <p>(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document</p> <ul style="list-style-type: none"> <li>(i) the Chargor must notify the Security Agent promptly,</li> <li>(ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and</li> <li>(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed</li> </ul> <p>(c) The Security Agent holds the benefit of the Deed on trust for the Secured Parties</p> <p><b>1.2 Land</b></p> <p>(a) The Chargor charges</p> <ul style="list-style-type: none"> <li>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property in England and Wales now owned by it, this includes the real property (if any) specified in schedule 2 (Real Property) of the Senior Facilities Agreement under its name, and</li> <li>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property</li> </ul> <p>(b) A reference in subclause 2.2 of the Deed to a mortgage or charge of any freehold or leasehold property includes</p> <ul style="list-style-type: none"> <li>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and</li> <li>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in</li> </ul>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>respect of those covenants.</p> <p><b>1.3 Investments</b></p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in subclause 2.3 of the Deed to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it; and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p><b>1.4 Plant and machinery</b></p> <p>The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.</p> <p><b>1.5 Restricted credit balances</b></p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it</p> <p><b>1.6 Insurances</b></p> <p>The Chargor charges by way of a first fixed charge, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, including the policy or policies of insurance specified in schedule 7 (Insurances) of the Deed under its name</p> <p><b>1.7 Material contracts</b></p> <p>The Chargor charges by way of a first fixed charge, all of its rights in respect of the Material Contracts</p> <p><b>1.8 Intellectual property</b></p> <p>The Chargor charges by way of a first fixed charge, all of its rights in respect of</p>	

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<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in schedule 5 (Specific Intellectual Property Rights) of the Senior Facilities Agreement under its name;</p> <p>(b) any copyright or other intellectual property monopoly right, or</p> <p>(c) any interest (including by way of licence) in any of the above,</p> <p style="padding-left: 40px;">in each case, whether registered or not and including all applications for the same.</p> <p><b>1.9 Miscellaneous</b></p> <p>The Chargor charges by way of first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p><b>1.10 Floating charge</b></p> <p>(a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 of the Deed</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under subclause 2 10 of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p style="padding-left: 40px;">(i) an Event of Default is outstanding, or</p> <p style="padding-left: 40px;">(ii) the Security Agent 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</p> <p>(c) The floating charge created by subclause 2 10 of the Deed may not be converted into a fixed charge solely by reason of</p> <p style="padding-left: 40px;">(i) the obtaining of a moratorium, or</p>

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Short particulars

(ii) anything done with a view to obtaining a moratorium,  
under the Insolvency Act 2000

(d) The floating charge created by subclause 2.10 of the Deed will 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

(e) The floating charge created by subclause 2.10 of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

#### 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

In this MG02

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

**Account Bank** means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

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

**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

**Company** means Cafe 2011 Finance 3 Limited

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Short particulars	<p><b>Constitutional Documents</b> means the deed of incorporation (<i>akte van oprichting</i>) and the articles of association (<i>statuten</i>) of the Parent</p> <p><b>Co-ordinating Mandated Lead Arranger</b> means Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)</p> <p><b>Delegate</b> means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p><b>Effective Date</b> means 12 January 2012</p> <p><b>Event of Default</b> means any event of circumstance specified in clause 28 of the Senior Facilities Agreement or clause 24 of the Mezzanine Facility Agreement</p> <p><b>Facility Agent</b> means Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)</p> <p><b>Finance Document</b> means</p> <ul style="list-style-type: none"> <li>(a) a Senior Finance Document, or</li> <li>(b) a Mezzanine Finance Document.</li> </ul> <p><b>Finance Party</b> 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 this MG02, a Hedge Counterparty shall be a Finance Party only for the purposes of the definition of "Secured Parties."</p> <p><b>Group</b> means the Parent and each of its Subsidiaries for the time being, including, without limitation, the Company</p> <p><b>Hedge Counterparty</b> 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><b>Holdco</b> means</p> <ul style="list-style-type: none"> <li>(a) Cafe 2011 Holdings Limited, and</li> <li>(b) Café 2011 Finance 1 Limited,</li> </ul> <p>and each party that becomes a party to the Intercreditor Agreement as a Holdco.</p> <p><b>Intercreditor Agreement</b> 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 Coöperatieve Raiffeisen-Boerenleenbank B A (trading as Rabobank International) as Senior Agent, Mezzanine Agent and the Security Agent as amended on 12 January 2012 and as amended and as amended and restated from time to time</p> <p><b>Investor</b> means Coffee2008 Investments SCA and any subsequent successors or assigns or</p>



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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;
- (e) any document, agreement (whether or not evidenced in writing) or account record providing the payment of any amount by any Holdco or Obligor to the Investor, and
- (f) 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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Short particulars	<p>to any document in respect of that liability, together with all related interest, fees and costs;</p> <p>(c) any claim for damages or restitution in the event of rescission of that liability or otherwise;</p> <p>(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</p> <p>(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</p> <p><b>Mandatory Cost</b> means the percentage rate per annum calculated by the Facility Agent in accordance with schedule 4 (Mandatory Cost Formula) of the Senior Facilities Agreement</p> <p><b>Material Contracts</b> means all claims against members of the Group</p> <p><b>Mezzanine Agent</b> means Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International)</p> <p><b>Mezzanine Creditor</b> means a Finance Party under and as defined in the Mezzanine Facility Agreement</p> <p><b>Mezzanine Facility Agreement</b> 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 Obligors (as defined in the Mezzanine Facility Agreement) and the Mezzanine Creditors</p> <p><b>Mezzanine Finance Document</b> means a Mezzanine Finance Document as defined in the Senior Facilities Agreement</p> <p><b>Obligor</b> means</p> <p>(a) an Original Obligor,</p> <p>(b) an Additional Obligor, and/or</p> <p>(c) with respect to obligations in respect of Investor Debt, a Holdco</p> <p><b>Original Lender</b> means each of the financial institutions listed in Part 5 of Schedule 1 of the Senior Facilities Agreement as lenders</p> <p><b>Original Obligor</b> means Café2008 Netherlands B V or Café2008 B V</p> <p><b>Parent</b> means Café 2011 Finance 2 Limited</p> <p><b>Receiver</b> means an administrative receiver (if allowed by law), receiver and manager or a receiver, in each case appointed under the Deed</p> <p><b>Restricted Account</b> means the bank accounts listed in schedule 4 (Accounts) of the Deed and</p>	

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includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

**Secured Parties** means each Finance Party from time to time party to the Senior Facilities Agreement 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 Deed

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

**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

**Subordinated Investor Loan** means the subordinated EUR35,359,000 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.