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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

£ 10

2506007

Name of company

* United Biscuits (UK) Limited (the "Assignor")

Date of creation of the charge

20th September 2004

Description of the instrument (if any) creating or evidencing the charge (note 2)

Assignment of Rights under a Share Purchase Agreement (the "Assignment Agreement") between, inter alios, the Assignor and the Security Agent (as defined below).

Amount secured by the mortgage or charge

Please refer to Part 2 of the attached Continuation Sheet.

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Bank AG London, Winchester House, 1 Great Winchester Street, London (the "Security Agent")

Postcode EC2N 2DR

Presentor's name address and reference (if any):

Shearman & Sterling
(London) LLP
Broadgate West, 9 Appold
Street, London EC2A 2AP
Ref: SC/2138/418

For official Use
Mortgage Section

Post room



LD8
COMPANIES HOUSE

0570
30/09/04

Time critical reference

Short particulars of all the property mortgaged or charged

Please refer to Part 3 of the attached Continuation Sheet.

Part 4 of the attached Continuation Sheet contains covenants by and restrictions on the Assignor which protect and further define the Charges and which must be read as part of the Charges.

NB. Please refer to Part 1 of the attached Continuation Sheet for definitions.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil.

Signed Shearman + Sterling (London) LLP Date 30 September 2004

On behalf of ~~XXXXXX XXXXXXXX~~ [company] [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheets to Form 395

PART 1

Definitions

In this form 395, so far as the context admits, the following expressions have the following meanings:

"Accession Document" means an agreement substantially in the form set out in Schedule 8 (*Accession Document*) of the Facilities Agreement pursuant to which a Group Company becomes a Borrower and/or a Guarantor thereunder;

"Additional Borrower" means any Group Company which has become an Additional Borrower in accordance with Clause 5.2 (*Additional Borrowers*) of the Facilities Agreement;

"Additional Guarantor" means any Group Company which has become an Additional Guarantor in accordance with Clause 19.3 (*Guarantors*) of the Facilities Agreement or any other provision of the Facilities Agreement;

"Affiliate" means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person. A person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise. An **"Affiliate"** of an Original Equity Investor shall exclude the Parent and any Holding Company or Subsidiary of the Parent;

"Affiliated Lender" means:

- (a) an institution which is, in relation to a Lender, its Subsidiary or its Holding Company or another Subsidiary of any such Holding Company; and
- (b) whether or not within (a) above, with respect to any Lender, an Affiliate of such Lender;

"Agent" means Deutsche Bank AG London acting in its capacity as Agent for the Finance Parties or such other agent for the Finance Parties as shall be appointed pursuant to Clause 24.11 (*Resignation of Agents*) of the Facilities Agreement;

"Ancillary Documents" means each Ancillary Facility Letter and any other documents constituting or evidencing amounts outstanding thereunder and **"Ancillary Document"** means any one of them;

"Ancillary Facilities" means ancillary facilities for working capital purposes made available by an Ancillary Lender pursuant to Clause 7 (*Ancillary Facilities*) of the Facilities Agreement;

"Ancillary Facility Letter" means a facility letter entered into by an Ancillary Lender and one or more Borrowers in accordance with Clause 7 (*Ancillary Facilities*) of the Facilities Agreement;

"Ancillary Lender" means any Lender that has agreed to make available Ancillary Facilities under Clause 7.2 (*Providers*) of the Facilities Agreement in its capacity as provider of those Ancillary Facilities (and in any such case for so long as it continues to be a provider of Ancillary Facilities);

"Borrowers" means each Group Company designated as such in Part 1 of Schedule 2 of the Facilities Agreement and each Additional Borrower unless it has been released from its rights and obligations as a Borrower in accordance with the Facilities Agreement and **"Borrower"** shall be construed accordingly;

"Burlington Cayman" means Burlington Biscuits (Cayman) Limited, a company incorporated in the Cayman Islands having its registered office at Walkers, Walker House, Mary Street, P O Box 265 GT, George Town, Grand Cayman, Cayman Islands;

"Charged Investments" means Investments forming part of the Charged Assets;

"Charges" means all or any of the Security created by or pursuant to the Assignment Agreement;

"Deluxestar" means Deluxestar Limited, a company incorporated in England and Wales with registered number 3922573 having its registered office at Hayes Park, Hayes End Road, Hayes, Middlesex, UB4 8EE;

"Enforcement Event" means (i) the occurrence of an Event of Default and (ii) notice by the Security Agent has been given to the Assignor of such Event of Default and of the Security Agent's intention to enforce the Assignment Agreement or any of the other Security Documents;

"Event of Default" means an Event of Default as such term is defined in the Facilities Agreement;

"Facility A" means the term loan facility referred to in Clause 2.1(a) (*Facilities*) of the Facilities Agreement;

"Facility B1" means the term loan facility referred to in Clause 2.1(b) (*Facilities*) of the Facilities Agreement;

"Facility B2" means the term loan facility referred to in Clause 2.1(c) (*Facilities*) of the Facilities Agreement;

"Facility C" means the term loan facility referred to in Clause 2.1(d) (*Facilities*) of the Facilities Agreement;

"Facilities Agreement" means the credit facilities agreement dated 14 December, 1999 between, inter alios, United Biscuits Group (Investments) Limited and Deutsche Bank AG London as arranger, sole bookrunner, agent, documentation agent and security agent, as amended, varied, supplemental and/or restated on 14 July, 2000, 16 January, 2000, 28 April, 2000, 12 April, 2001, 9 April, 2003, 1 March, 2004 and 16 September, 2004;

"Fees Letter" means the letter from the Agent to the Parent dated 22 July 2004 setting out details of certain fees payable by certain Group Companies in connection with the Facilities, as such letter is amended, supplemented and/or replaced from time to time;

"Fifth Supplemental Agreement" means the fifth supplemental agreement to the Facilities Agreement dated 1 March, 2004;

"Finalrealm" means Finalrealm Limited, a company incorporated in England and Wales with registered number 3877932 having its registered office at Hayes Park, Hayes End Road, Hayes, Middlesex UB4 8EE;

"Finance Parties" means the arranger, the sole bookrunner, the Agent, the Security Agent, the documentation agent, each Lender, each Issuing Lender, each Ancillary Lender, each Hedging Lender and each Affiliated Lender appointed by a Lender in accordance with Clause 3.2(c) (*Lending Office*) of the Facilities Agreement and **"Finance Party"** means any of them;

"Group" means the Parent and its Subsidiaries from time to time and **"member of the Group"** or **"Group Company"** means any one of them;

"Guarantor" means each Group Company designated as such in Part 2 of Schedule 2 of the Facilities Agreement or in the Accession Document pursuant to which it became a party hereto as an Additional Guarantor;

"Hedging Documents" means agreements entered into with the Hedging Lenders for the purpose of managing or hedging currency and/or interest rate risk under the Facilities (other than under an Ancillary Facility);

"Hedging Lender" means any Lender or any Affiliated Lender who enters into any agreement with any of the obligors for managing or hedging currency and/or interest rate risk whether by way of forward exchange, cap, collar, swap, forward rate agreement or otherwise;

"Holding Company" means, in relation to a body corporate, any other body corporate of which it is a Subsidiary;

"Intercreditor Deed" means the agreement, in the agreed terms, and made between, inter alios, each of the Obligors, the Agent, the Security Agent, the Lenders, the Hedging Lenders and the Original Equity Investors dated 28 April 2000 (as supplemented, amended and restated from time to time including by the Second Supplemental Intercreditor Deed);

"Issuing Lender" means any Lender which from time to time agrees to issue a Letter of Credit or Lender Guarantee for the account of a Borrower;

"Lender" means:

- (a) when designated **"Facility A"**, each of the Lenders identified in Schedule 1 (*The Lenders*) of the Facilities Agreement as participating in Facility A;
- (b) when designated **"Facility B1"**, each of the Lenders identified in Schedule 1 (*The Lenders*) of the Facilities Agreement as participating in Facility B1;
- (c) when designated **"Facility B2"**, each of the Lenders identified in Schedule 1 (*The Lenders*) of the Facilities Agreement as participating in Facility B2 (together with the Facility B1 Lenders, the **"Facility B Lenders"**);
- (d) when designated **"Facility C"**, each of the Lenders identified in Schedule 1 (*The Lenders*) of the Facilities Agreement as participating in Facility C; and
- (e) when designated **"Revolving Facility"**, each of the Lenders identified in Schedule 1 of the Facilities Agreement (*The Lenders*) as participating in the Revolving Facility,

and in each case any assignee or transferee to whom rights and/or obligations are assigned or transferred in accordance with Clause 32 (*Changes to Parties*) of the Facilities Agreement and includes a successor of any such person (collectively, the **"Lenders"**) and **"Facility A Lenders"**, **"Facility B1 Lenders"**, **"Facility B2 Lenders"**, **"Facility C Lenders"** and **"Revolving Facility Lenders"** shall be construed accordingly;

"Lender Guarantee" means a guarantee and/or indemnity issued or to be issued by an Issuing Lender under the Revolving Facility in the form provided for in Part 2 of Schedule 9 of the Facilities Agreement or in such other form as may be agreed between the Obligors' Agent, the Agent and an Issuing Lender;

"Letter of Credit" means a letter of credit issued or to be issued by an Issuing Lender hereunder in the form set out in Part 1 of Schedule 9 of the Facilities Agreement or in such other form as may be agreed between the Obligors' Agent, the Agent and the relevant Issuing Lender;

"Obligors" means the Parent, Runecorp, Solvecorp, Finalrealm and Regentrealm, Deluxestar, UB Finance, Burlington Cayman, each other Borrower, each other Guarantor and each other Group Company which has undertaken (or in the future undertakes) obligations to a Finance Party or Finance Parties pursuant to one or more Senior Finance Documents and **"Obligor"** means any of them;

"Obligors' Agent" means the Parent appointed to act on behalf of each Obligor in relation to the Senior Finance Documents pursuant to Clause 5.4 (*Parent as Obligors' Agent*) of the Facilities Agreement;

"Original Equity Investors" means (i) funds managed or advised by Cinven Limited, (ii) funds managed or advised by or companies managed by PAI Partners SAS, (iii) funds managed by BT Capital Investors Offshore LP, and (iv) Nabisco Inc. and its Affiliates provided that Nabisco Inc. and its Affiliates shall only be Original Equity Investors for the purposes of the Change of Control definition in Clause 14.3(e) (*Mandatory Prepayments on Sale, Change of Control or Listing*) of the Facilities Agreement for so long as Nabisco Inc. has a credit rating from Moody's Investors Service Inc. of no less than Ba2 and a credit rating from Standard & Poor's Rating Corporation of no less than BB and, in addition, the Bonds and any further debt securities issued to refinance the Bonds which are permitted under Clause 22.6(p) (*Issue of Bonds*) of the Facilities Agreement have the same or a better rating than Nabisco Inc. had prior to Nabisco Inc. obtaining control of the Parent;

"Parent" means United Biscuits Group (Investments) Limited (formerly Bladeland Limited), a company incorporated under the laws of England and Wales with registered number 3877866;

"Phillip Share Purchase Agreement" means the share purchase agreement dated 23 July 2004 between (1) Danone Holdings (UK) Limited and Finalim IV and (2) the Assignor for the sale and purchase of the entire issued share capital of each of The Jacob's Bakery Limited and W. & R. Jacob Limited and any schedules, attachments or annexes thereto;

"Regentrealm" means Regentrealm Limited, a company incorporated in England and Wales with registered number 3885120 having its registered office at Hayes Park, Hayes End Road, Hayes, Middlesex UB4 8EE;

"Revolving Facility" means the revolving credit facility referred to in Clause 2.1(e) (*Facilities*) of the Facilities Agreement;

"rights" shall be construed as including rights, benefits, privileges, consents, authorities, discretions, remedies and powers and **"right"** shall be construed accordingly;

"Runecorp" means Runecorp Limited, a company incorporated in England and Wales and registered under company number 3876056 having its registered office at Hayes Park, Hayes End Road, Hayes, Middlesex, UB4 8EE;

"Second Supplemental Intercreditor Deed" means the deed dated on or about the 2004 Effective Date, made between, inter alios, each of the Obligors, the Agent, the Security Agent and the Original Equity Investors, supplementing, amending and restating the Intercreditor Deed;

"Security Agent" means Deutsche Bank AG London as agent and trustee for the Finance Parties under the Security Documents or such other person as may from time to time hold the whole or any part of the security created thereby;

"Security Documents" means the documents listed in Schedule 14 (*Security Documents*) of the Facilities Agreement and any other document providing for a guarantee or evidencing or creating a Security Interest in favour of any Finance Party in respect of the obligations of the Obligors under the Senior Finance Documents;

"Senior Finance Documents" means the Facilities Agreement, the Ancillary Documents, the Security Documents, the Hedging Documents, the Intercreditor Deed, each Accession Document, each Transfer

Certificate, each Letter of Credit and/or Lender Guarantee, the Fees Letter, all supplemental and amendment agreements to any of the foregoing and any other document designated as such by the Agent and the Parent;

"Solvecorp" means Solvecorp Limited, a company incorporated under the laws of England and Wales and registered under number 3876059 having its registered office at Hayes Park, Hayes End Road, Hayes, Middlesex, UB4 8EE;

"Subsidiary" means:

- (a) a subsidiary as defined in section 736 of the Companies Act 1985; and
- (b) for the purposes of Clause 22.8 (*Information and Accounting Undertakings*) of the Facilities Agreement and Clause 22.11 (*Financial Definition*) of the Facilities Agreement only, a subsidiary undertaking as defined in section 258 of the Companies Act 1985,

provided that any reference to a Subsidiary of a Group Company shall be deemed to exclude any Subsidiary being a Danone Company.

"Transfer Certificate" means a certificate in the form set out in Schedule 5 (*Transfer Certificate*) of the Facilities Agreement;

"UB Finance" means United Biscuits Finance PLC, a company incorporated in England and Wales with registered number 3945313 having its registered office at Hayes Park, Hayes End Road, Hayes, Middlesex UB4 8EE and formerly known as Dreadstar PLC;

"winding up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger, or consolidation or any analogous procedure or step in any jurisdiction;

"2004 Effective Date" means the "Effective Date" as defined in the Fifth Supplemental Agreement.

Note Save where a contrary intention appears in this Continuation Sheet:

- (1) reference to a party or person is, where relevant, a reference to or to include, as appropriate, its successor, permitted assignees or transferees; and
- (2) a reference to any agreement, deed or instrument is a reference to that agreement, deed or instrument as it may from time to time be amended, varied, supplemented, restated or novated.

PART 2

Amount Secured by the Mortgage or Charge

10 All present and future obligations and other liabilities of any nature of the Assignor due, owing or incurred under or in connection with the Senior Finance Documents (or any of them) to the Security Agent and/or the Finance Parties and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Senior Finance Documents or in relation to any new or increased advances or utilisations thereunder), and whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver or any other person or persons actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon, after as well as before judgment, and all costs, charges and expenses (to the extent payable by the Assignor pursuant to the terms of the Senior Finance Documents) incurred in connection therewith (the "Liabilities").

PART 3

Short Particulars of all property mortgaged or charged

1. **Assignment:** Pursuant to Clause 3 (*Assignment*) of the Assignment Agreement, the Assignor, with full title guarantee and as security for the payment of all Liabilities, assigns absolutely to the Security Agent all its present and future right, title and interest in and to the Phillip Share Purchase Agreement including all moneys payable to the Assignor, and any claims, awards and judgments in favour of the Assignor, under or in connection with the Phillip Share Purchase Agreement (the "Assigned Property").
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PART 4

Covenants by and restrictions on the Company

1. **Company's Obligations Continuing:** Pursuant to Clause 2 (*Undertaking to Pay*) of the Assignment Agreement, the Assignor shall pay each of the Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Agent.
2. **General Resolutions and Obligations:** Pursuant to Clause 5 (*General Resolutions and Obligations*) of the Assignment Agreement, except with the consent of the Security Agent or as permitted under the Senior Finance Documents the Assignor shall not:
 - (a) create or permit to be outstanding any Security over the Assigned Property other than the Charges; or
 - (b) unless required to do so by law, sell, transfer, assign, lease, hire out, lend or otherwise dispose of any of the Assigned Property or permit any person to do any such thing except as expressly provided for or permitted under the Senior Finance Documents.
3. **Saving Provisions: Continuing Security:** Pursuant to Clause 10 (*Continuing Security*) of the Assignment Agreement and subject to Clause 11 (*Discharge of Security*) of the Assignment Agreement, the Charges are continuing security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.
4. **Discharge of Security: Retention of Security:** Pursuant to Clause 11.2 (*Retention of Security*) of the Assignment Agreement, if the Security Agent considers that any amount paid or credited to it under any Finance Document is capable of being avoided or otherwise set aside on the winding-up or other like proceeding of the Assignors or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02506007

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF RIGHTS UNDER A SHARE PURCHASE AGREEMENT DATED THE 20th SEPTEMBER 2004 AND CREATED BY UNITED BISCUITS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DEUTSCHE BANK AG LONDON AND/OR THE FINANCE PARTIES AND/OR ANY RECIEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 2004.

*PO
SC*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES