



Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

Name of company



2725733

M308C

* FIESTA FINE FOODS LIMITED

*insert full name
of company

Date of creation of the charge

1 JUNE 1994

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

CHattel MORTGAGE

Amount secured by the mortgage or charge

ALL moneys and liabilities now or at any time or times hereafter due or owing or incurred by the company to the chargee in any manner whatever.

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

3i Group plc whose registered office is at

91 Waterloo Road, London

Postcode SE1 8XP

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

3i plc
Legal Department
Trinity Park
Bickenhill, Birmingham B37 7ES

For official Use
Mortgage Section

Post room

REGISTERED

- 3 JUN 1994



A59HM156

A28 RECEIPT DATE: 03/06/94

Ref: 13M/506332

Time critical reference

Short particulars of all the property mortgaged or charged

FIXED CHARGE by way of assignment of the following plant machinery chattels or other equipment of the company:-

Automatic line for the production of pizza 'Pizzeria' diameter 270mm (4000 pieces/hour) as detailed in the sales contract no: 94402 made between Simer s.p.a. (1) and the Company (2) dated 11 February 1994, a copy of which is annexed hereto.

Please do not
write in
this margin

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

TOGETHER with all additions alterations accessories replacements and renewals of component parts thereto and together with the benefit of any obligations and warranties given by any manufacturer or supplier or any other party in respect of the mortgaged property to or in favour of the company and the benefit of all maintenance agreements entered into between the company and any such third party.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

P. S. McLeod

Date 2 June 1994

On behalf of (company)(mortgagee/chargee)+

+ 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) applied (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenjure", "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 be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Simer S.P.A.

CAP SOC L 1.000.000.000 I.V. - REG. IMP. 636 C.C.I.A.A. 61550 - C.F.E.P. IVA: IT 00124200221

Sede Legale: 38068 ROVERETO (TN) - ITALY - VIA DEL GARDA, 34
TEL. 0464/432091 - FAX 0464/436080 - TELEX 400249 SIMER I

Rovereto, 11th February 1994

Stabilimento: ROVERETO (TN) - VIA DEL GARDA 34

TEL. 0464/432091 - FAX 0464/436080

Stabilimento: ROVERETO (TN) - VIA LUNGO LENO SX., 18

TEL. 0464/432410 - FAX 0464/439606

CONTRACT OF SALE NO. 94402

BETWEEN FIESTA FINE FOODS Ltd

31-32 Wingates South Industrial Park

Westhoughton - BOLTON - GR. MANCHESTER - ENGLAND

hereinafter called BUYER

AND:

SIMER S.p.A. - Via del Garda, 34 - 38068 Rovereto (TN) - ITALY

DELIVERY TERM SHIPMENT: within 15th April 1994

INSTALLATION AND COMMISSIONING: within 31st May 1994

GOODS RENDERED CIF BOLTON

SHIPMENT By means of trucks

PACKING Included

PAYMENT £ 150,000.= (Onehundred fiftythousand English Pounds) in advance at contract signature
£ 550,000.= (Fivehundred fiftythousand English Pounds) + interests at the CIRR rate in force at contract date (6.71%) will be paid in 6 semi-annual instalments by means of promissory notes, the first become due and payable six months from the date of the Certificate of Commissioning, in any case not later than December 31st 1994. The promissory notes must be delivered to Simer prior or latest on shipment date. Since Simer will discount on "pro-soluto" basis, the customer shall take all necessary actions to allow such operation.

QUANTITY	DESCRIPTION	PRICE
	SUPPLY OF AN AUTOMATIC LINE FOR THE PRODUCTION OF PIZZA "PIZZERIA" DIAMETER 270 mm. (4000 pieces/h)	
	=====	
	The technological datas relevant to the project are reported on page no. 2 of proposal no. 6395/94 dd. 04th Feb. 1994 which is integral part of the present contract.	
	<u>MACHINES LIST</u>	
No. 1	Water cooler	
No. 1	Water mixer/doser	
No. 2	Spiral type kneading m/c with removable bowl, cap. 160 kg.	
No. 2	Extra bowls (total no. 4)	
No. 1	Elevator tipper 2.700 mm.	
No. 1	Hopper/infeeder assembly	
No. 1	Automatic divider/rounder 4 pockets provided with spacer belts having 4 different lenght	
No. 1	Proofer loader	
No. 1	Proofer with no. 750 active pocketed trays (4 pieces/tray) complete with heating and humidifying unit for connection to the customer's steam production plant. " automatic humi-	
COMBUSTIBLE		ELECTRICAL CURRENT: V Hz. 50

QUANTITY	DESCRIPTION	PRICE
	dity and temperature reading and control instruments * proofer structure in stainless steel extended to house the conditioning pipework * proofer panels in stainless steel * flour duster * anodized aluminium trays with interchangeable pockets in food grade fabric * germicidal lamp assembly with UVC ultraviolet rays (no. 3 lamps) * centralized lubrication system * trays pocket drying unit (IR)	
No. 1	Proofer offloader	
No. 1	Aligning unit with adjustable rollers including dough-ball flattening press complete with infeed conveyor	
No. 1	Unit comprising a pair of cylinders (first sheeting) complete with feeding conveyor belt and pieces unloading conveyor	
No. 1	Unit including a pair of cylinders (second sheeting) complete with conveyor belt and phase-setter with 4 independent belts	
No. 1	Retracting loader and 90° conveyor receiving pieces form the retracting loader	
No. 1	Unit including a pair of cylinders (third sheeting) complete with conveyor belt, air blow device and phase setter with 4 independent belts	
No. 3	Flour duster devices disposed on proofing-cross lamination line	
No. 1	Conveyor tomato stuffing table: 6 mt. lenght with washing device	
No. 1	Automatic oven with radiant gas burners mod. AGR 17,8/130 (1,30x6 mt. baking area); rated power 420.000-450.000 Kcal/h. * slatted belt * forced air unit at top o the oven * brush for cleaning slatted belt * oven loader * oven unloader * oven panels in stainless steel * steam distribution	
No. 1	Synchronization and line control unit with general electric panel including PLC with keyboard and video colour 14" teleassistance	
TOTAL PRICE FOR GOODS RENDERED EX OUR FACTORY. ON TRUCKS, INSTALLATION EXCLUDED		£ 673,500.=
ESTIMATE COST FOR TRANSPORT AND SUPERVISION TO THE INSTALLATION		£ 26,500.=
TOTAL PRICE FOR GOODS RENDERED EX YOUR FACTORY (CIF) IN BOLTON. ON TRUCKS. SUPERVISION TO THE INSTALLATION INCLUDED		£ 700,000.=
EXCLUSIONS:		*****
The supply of the machines does not include: fuel (natural gas). steam, electricity and compressed air connections, discharge of water, steam and smokes. All items which are not specifically mentioned in this proposal are not included.		
INSTALLATION:		
Installation cost is included in the quotation. Anyway are at your charge: * board and lodging for our technicians, * helpers for installation (mechanician, electrician and common helpers), * specific equipment (fork-lift, etc.), * premises preparation, * local taxes		

GENERAL CONDITIONS OF SALE

1. Irrevocable nature of the contract and acceptance of the same - This contract is irrevocable and shall be considered accepted by SIMER S.p.A. only when confirmed in writing by one of its directors. The agreements and understandings with SIMER S.p.A. representatives, agents or staff in general have the value of negotiations only, and are always subject to approval by SIMER S.p.A.

~~2. Weights, measurements and characteristics of items to be supplied - Weights, measurements and characteristics of the items to be supplied must always be considered as guideline. SIMER S.p.A. reserves the right to make those modifications which it considers necessary for the best operation of the contract equipment at any time.~~

3. Bank interest and discount expenses - Payments by instalments will be subject to interest at the rate applied by the banks on current account overdrafts and discount expenses from the day of delivery.

4. Selling expenses - Services relating to the supply, subsequent and complementary expenses, VAT, contract registration duties, costs for bills of exchange and in general all expenses involved in the sale will be for the purchaser's account and must be paid in cash, even in case of payment by instalments.

5. Means of payment - Payments must be made solely to the head office of SIMER S.p.A. directly or through a bank; Promissory notes must be issued for payments in instalments on receipt of notification that the goods are ready. Interest will be charged on delayed payments at the rate applied by the banks on current account overdrafts. SIMER S.p.A. is authorized to issue bills of exchange for any overdue credits, with debit of all the relative expenses.

6. Suspension of payment - No complaints will constitute grounds for suspension of payments by the purchaser.

7. Cancellation of the contract - The purchaser may request cancellation of the contract only within 60 days from the date of signing paying SIMER S.p.A. 20% of the total value of the contract as compensation. After this period, the amount of the compensation will be agreed at an appropriate amount between the parties.

8. Delivery date - Counting of the period for delivery, calculated in working days, starts from the moment when SIMER S.p.A. receives all the data necessary for construction and the payments have been made in accordance with the procedure agreed. This period shall in any case be purely guideline and is not binding on SIMER S.p.A., unless expressly agreed to the contrary. Suspensions or delays shall not entitle the purchaser to compensation.

9. Transport and delivery - ~~The goods always travel at the purchaser's risk, even if sold CIF. After delivery, all ordinary and extraordinary risks on the goods are for the purchaser's account; the purchaser will also meet any expenses for storage, maintenance, insurance etc.~~ In case of delivery CIF, the goods are delivered in front of the purchaser's premises on truck, and any unloading and handling expenses (e.g. labourers, lifting equipment or any other items necessary), will be for the sole account of the purchaser.

10. Assembly expenses - All assembly expenses are for the purchaser's account, as follows:

~~a) services of the installation engineer, at the tariff rates in force at that time, unless otherwise agreed;~~

b) expenses for labourers to assist in assembly;

c) board and lodging for the staff sent by SIMER S.p.A.;

d) the following utilities down to connection the machinery: chimneys steam discharge lines, with extractor fans if the draft is insufficient; electricity, water, compressed air, steam and refrigeration systems in accordance with the specifications given in the technical description expenses for preparation of the installation premises.

Unless otherwise declared in writing by SIMER S.p.A. the installation engineer may not carry out works other than those indicated in the working program. The purchaser must sign the installation engineer's work-sheet and issue him with the certificate on completion of the work, assuming full responsibility for the correctness of the facts set out.

11. Notification of faults and imperfections and testing - If 15 days pass after the end of ^{commissioning} ~~assembly~~ without the purchaser giving notice of fault- or imperfections by registered letter all the material shall be considered accepted without reservations. Assembly is considered completed after non-load test. Subsequently, and in any case within 15 days after the end of ~~assembly~~ ^{commissioning}, the production test will be performed on the plant and the purchaser shall not be permitted to use the plant for production purposes until the plant testing report has been signed on completion of testing.

12. Guarantee - The guarantee shall be valid for 12 months after the completion of assembly on the maximum basis of ²⁰ ~~8~~ working hours per day. Guarantees are provided for: the good quality of the material, proper construction and good operation. The guarantee does not cover normal wear and tear and improper and or abnormal use. The above mentioned guarantee covers all the material, but not the services of technical staff. The purchaser loses all right to the guarantee if he fails to comply with the conditions of payments, if the failures are caused by negligence, improper use, overloads, poor maintenance, tampering or modifications to machinery not performed by SIMER S.p.A., and for damage which can be blamed on circumstances of force majeure.

13. Damage and injury - SIMER S.p.A. accepts no liability for injury to the purchaser's staff assigned to aid its installation engineers, or for damage caused to the purchaser, to third persons or to the property of the purchaser's staff.

14. Retention of title - The machinery and equipment supplied by SIMER S.p.A. remain the sole property of the same, in accordance with art. 1523 of the Italian Civil Law Code, until complete payment of the price agreed and the accessory expenses. The purchaser is obliged:

a) to inform the lessor of the building in which the machinery is installed that SIMER S.p.A. reserves property rights to the same;

b) to inform SIMER S.p.A. of any act of attachment by a third party over the machinery;

c) to insure the machinery, on its own responsibility and at its own expense, against damage by fire and lightning, stating that any compensation must be paid to SIMER S.p.A.

Failure to pay one or more instalments exceeding one eighth of the purchase price, or failure to fulfil one of the obligations listed above (points a, b or c) will automatically terminate the purchaser's right to any delayed payment conditions, with SIMER S.p.A. retaining the option of terminating the contract immediately, acquiring the right to the sums already paid by the purchaser as compensation, or of demanding fulfilment of the contract immediately, while retaining the right to compensation of damages.

15. Delay in delivery by the purchaser's fault - If delays in delivery occur because of the purchaser's requirements or necessities, SIMER S.p.A. shall be entitled to increase the price of the items supplied to cover the increases which have occurred during the period of delay, objectively demonstrable, notifying the purchaser of its decision, before delivery.

16. Legal jurisdiction - The law court of ^{BOLTON} ~~Forrester (Trento)~~ shall have jurisdiction over any controversies which may arise between SIMER S.p.A. and the purchaser, with all other jurisdiction waived by agreement.

CONTRACT OF SALE NO. 94402

We hereby confirm the order for the items described in the first part of this document declaring that we have studied all your general conditions of sale, for the intents and purposes of art 1341 of the Italian Civil Law Code.

The plant will be installed and put into operation in the municipality of BOLTON - GT. MANCHESTER - ENGLAND
Street 31-32 Wingates South Ind. Park and in the building belonging to FIESTA FINE FOODS LTD.
Price £ 700,000.= (Sevenhundred thousand English Pounds)

Place: Rovereto date: 11th February 1994

PURCHASER'S STAMP AND SIGNATURE

[Handwritten Signature]

By signing here below, we specifically declare our approval, for the intents and purposes of articles 1341 and 1342 Italian Civil Law Code, of the clauses included in points 1 (irrevocable nature of contract and acceptance of same), 2 (weights, measurements and characteristics of items supplied), 3 (bank interest charges and discount expenses), 4 (selling expenses), 5 (payment procedures), 6 (interruption of payment), 7 (cancellation of contract), 8 (delivery period), 9 (transport and delivery), 10 (assembly expenses), 11 (notification of faults and imperfections and testing), 12 (guarantee), 13 (damage and injury), 14 (retention of title), 15 (delay in delivery by the purchaser's fault), 16 (legal jurisdiction), of your general conditions of sale, which we have studied and which we accept in full.

date: 11th February 1994

PURCHASER'S STAMP AND SIGNATURE

[Handwritten Signature]

ACCEPTANCE

For acceptance of the contract to the conditions and clauses agreed.

Rovereto, 11th February 1994

FOR SIMER S.p.A.

Simer S.p.A.
SALES DIRECTOR
Franco Sacconi



Simer S.P.A.

CAP. SOC. L. 1.000.000.000 I.V. - REG. IMP. 626 - G.C.I.A.A. 61550 - C.F.E.P. IVA: 00124200221

Sede Legale: 38068 ROVERETO (TN) - ITALY - VIA DEL GARDA, 34
TEL. 0464/432091 - FAX 0464/436080 - TELEX 400249 SIMER I

Stabilimento: ROVERETO (TN) - VIA DEL GARDA, 34

TEL. 0464/432091 - FAX 0464/436080

Stabilimento: ROVERETO (TN) - VIA LUNGO LENO SX., 18

TEL. 0464/432410 - FAX 0464/439606

ROVERETO, 18th May 1994

VS. RIFERIMENTO:

NS. RIFERIMENTO: DV/F.S./cg

OGGETTO:

Messrs FIESTA FINE FOODS LIMITED

31/32 Great Bank Road, Wingates South
Wingates Industrial Park, Westhaughton
BOLTON - LANCASHIRE BL5 3XU
United Kingdom

Dear Sirs,

RE: CONTRACT OF SALE NUMBER : 94402

We refer to the above mentioned contract of sale entered into between Simer S.P.A. (1) and Fiesta Fine Foods Limited (2) and dated 11th February 1994 (the "Contract").

We acknowledge receipt of the sum of £ 150,000 (English Pounds) in advance on signature of the Contract and that the balance sum of £ 550,000 (English Pounds) (together with interest at the rate specified in the Contract) is to be settled by the issue by Fiesta Fine Foods Limited in favour of Simer S.P.A. of six promissory notes to mature as follows:-

<u>Maturity Date</u>	<u>Amount (£ Sterling)</u>
31.12.94	£ 110,734.25
30.06.95	£ 106,958.32
31.12.95	£ 104,310.05
30.06.96	£ 100,995.43
31.12.96	£ 97,920.01
30.06.97	£ 94,759.17
<u>Total</u>	<u>£ 615,677.23</u>

P.T.O.



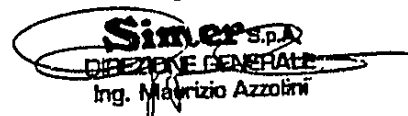
MACCHINE ED IMPIANTI PER PASTIFICI, PANIFICI E DOLCIARIA

We understand it is further proposed that 3i Group Plc will enter into a letter of guarantee in favour of Simer S.P.A. confirming their unconditional guarantee to pay in English Pounds Sterling the above mentioned amounts in the event that Fiesta Fine Foods Limited shall fail to pay the above amounts on their maturity dates.

In consideration of our receiving from you the six promissory notes as mentioned above and further in consideration of 3i Group Plc, at your request, issuing in our favour the letter of guarantee (as referred to above), we hereby confirm the provisions of paragraph 14 to our General Conditions of Sale (retention of title) shall not apply to the Contract and for the avoidance of doubt we confirm legal and beneficial title and property in the goods the subject of the Contract shall be deemed to have passed to Fiesta Fine Foods Limited absolutely immediately on receipt by us of the said guarantee.

We trust the foregoing is the confirmation you require.

Yours faithfully,


Simer S.p.A.
DIREZIONE GENERALE
Ing. Maurizio Azzolini

Duly authorised Director for
and on behalf of Simer S.P.A.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02725733

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED THE 1st JUNE 1994 AND CREATED BY FIESTA FINE FOODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i GROUP PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JUNE 1994.


D. JENKINS

for the Registrar of Companies



M

Please do not
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this margin

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

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number

Name of company

* FIESTA FINE FOODS LIMITED

[X] [1] [1] [2]

2725733

Date of creation of the charge

1 JUNE 1994

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

DEBENTURE

Amount secured by the mortgage or charge

ALL moneys and liabilities now or at any time or times hereafter due or owing or incurred by the company to the chargee in any manner whatever.

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

3i Group plc whose registered office is at

91 Waterloo Road, London

Postcode SE1 8XP

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

3i plc
Legal Department
Trinity Park
Bickenhill, Birmingham B37 7ES

Ref: PSM/506332

Time critical reference

For official Use
Mortgage Section

Post room

REG.
- 3 JUN 1994



A59H01S8

RECEIPT DATE: 03/06/94

6 JUN 1994

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

1. FIXED CHARGES upon:-

- (A) THE company's property described in the attached schedule marked 'Schedule A' together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (B) ALL other freehold and leasehold property of the company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (C) THE company's plant machinery chattels or other equipment described in the attached schedule marked 'Schedule B' together with all additions alterations accessories replacements and renewals of component parts thereto and together with the benefit of any obligations and warranties given by any manufacturer or supplier or any other party in respect of the mortgaged property to or in favour of the company and the benefit of all maintenance agreements entered into between the company and any such third party;
- (D) THE goodwill and the uncalled capital of the company both present and future;
- (E) THE book debts and other debts due or owing to the company both present and future.

2. FLOATING CHARGES upon:-

- (A) THE stock-in-trade work-in-progress pre-payments investments quoted on a recognised stock exchange and cash of the company both present and future;
- (B) ALL other the undertaking and all other property and assets of the company both present and future;
- (C) ANY property and assets of the company both present and future not charged by way of fixed charge.

NOTE: The company shall not be entitled to create any mortgage or charge upon and no lien shall in any case or in any manner arise on or affect any part of the property or assets charged by the debenture except as specified in writing by the chargee.

Particulars as to commission allowance or discount (note 3)

NIL

Signed P.S. MURDOCH

Date 2/6/94

On behalf of (company)/(mortgagee/chargee) +

+delete as
appropriate

Notes

- 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) applied (property situate in Scotland or Northern Ireland) and Form No. 393 is submitted.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - 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 be entered.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02725733

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st JUNE 1994 AND CREATED BY FIESTA FINE FOODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i GROUP PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JUNE 1994.

A handwritten signature in dark ink, appearing to read 'D. Jenkins'.

D. JENKINS

for the Registrar of Companies



M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete
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bold block lettering

Name of company

[3157]

02725733

* FIESTA FINE FOODS LIMITED

* Insert full name
of company

Date of creation of the charge

16TH AUGUST 1994

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

BOOK DEBTS DEBENTURE

Amount secured by the mortgage or charge

692
ALL MONIES DUE TO CAUSEWAY INVOICE DISCOUNTING COMPANY
LIMITED BY THE COMPANY NOW OR HEREAFTER IN ANY WAY
WHATSOEVER.

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

CAUSEWAY INVOICE DISCOUNTING COMPANY LIMITED

EXCHANGE STREET

MANCHESTER

Postcode

M2 3AX

Presentor's name address and
reference (if any):CAUSEWAY INVOICE
DISCOUNTING COMPANY LTD
EXCHANGE STREET
MANCHESTER
M23AXFor official Use
Mortgage Section

REGISTERED

20 AUG 1994

Post room

COMPANIES HOUSE

20 AUG 1994

M

Time critical reference

22 AUG 1994

Short particulars of all the property mortgaged or charged

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bold block lettering

FIRST FIXED CHARGE ON ALL BOOK DEBTS AND OTHER DEBTS TO THE COMPANY BOTH PRESENT AND FUTURE SAVE FOR THOSE BOOK DEBTS AND OTHER DEBTS SOLD BY THE COMPANY AND PURCHASED BY THE SECURITY HOLDER UNDER AN INVOICE DISCOUNTING AGREEMENT AND NOT REPURCHASED PURSUANT TO THE PROVISIONS THEREOF.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Stephen Miller

Date

19/8/94

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

[†] delete as
appropriate

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- 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 situated 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02725733

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A BOOK DEBTS DEBENTURE DATED THE 16th AUGUST 1994 AND CREATED BY FIESTA FINE FOODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CAUSEWAY INVOICE DISCOUNTING COMPANY LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th AUGUST 1994.


R. D. G. M. S.

for the Registrar of Companies



POST



Please do not
write in
this margin

COMPANIES FORM No. 395
Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

Handwritten initials

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

To the Registrar of Companies

For official use Company number

Handwritten: WIP

2725733

Name of company

* FIESTA FINE FOODS LIMITED

*insert full name
of company

Date of creation of the charge

3 JANUARY 1995

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

DEBENTURE

Amount secured by the mortgage or charge

ALL moneys and liabilities now or at any time or times hereafter due or owing or incurred by the company to the chargee in any manner whatever.

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

3l plc whose registered office is at

91 Waterloo Road, London

Postcode SE1 8XP

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

3l plc
Legal Department
Trinity Park
Bickenhill, Birmingham B37 7ES

Ref: CFC/506332

Time critical reference

For official Use
Mortgage Section

Post room

10 JAN 1995



PMO *P0E8S7X7* 330
COMPANIES HOUSE 10/01/95

Short particulars of all the property mortgaged or charged

1. FIXED CHARGES upon:-

(A) THE company's property described in the attached schedule marked 'Schedule A' together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

(B) ALL other freehold and leasehold property of the company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

(C) THE company's plant machinery chattels or other equipment described in the attached schedule marked 'Schedule B' together with all additions alterations accessories replacements and renewals of component parts thereto and together with the benefit of any obligations and warranties given by any manufacturer or supplier or any other party in respect of the mortgaged property to or in favour of the company and the benefit of all maintenance agreements entered into between the company and any such third party;

(D) THE goodwill and the uncalled capital of the company both present and future;

(E) THE book debts and other debts due or owing to the company both present and future.

2. FLOATING CHARGES upon:-

(A) THE stock-in-trade work-in-progress pre-payments investments quoted on a recognised stock exchange and cash of the company both present and future;

(B) ALL other the undertaking and all other property and assets of the company both present and future;

(C) ANY property and assets of the company both present and future not charged by way of fixed charge.

NOTE: The company shall not be entitled to create any mortgage or charge upon and no lien shall in any case or in any manner arise on or affect any part of the property or assets charged by the debenture except as specified in writing by the chargee.

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

Date

9/1/95

On behalf of (company)/(mortgagee/chargee) +

+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) applied (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 be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

SCHEDULE B

Automatic line for the production of pizza 'Pizzeria' diameter 270mm (4000 pieces/hour) as detailed in the sales contract no: 94402 made between Simer s.p.a. (1) and the Company (2) dated 11 February 1994, a copy of which is annexed hereto.



Simer S.P.A.

SOC. L. 1.000.000.000 I.V. - REG. IMP. 636 - C.C.I.A.A. 61550 - C.F.E.P. IVA: 00124200221

Legale: 38068 ROVERETO (TN) - ITALY - VIA DEL GARDA, 34
- 0464/432091 - FAX 0464/436080 - TELEX 400249 SIMER I

ROVERETO (TN) - VIA DEL GARDA, 34
- 0464/432091 - FAX 0464/436080

ROVERETO (TN) - VIA LUNGO LENO SX., 18
- 0464/432410 - FAX 0464/439606

13th May 1904
ROVERETO.....

RIFERIMENTO:

RIFERIMENTO: DV/F.S./cg

GETTO:

Messrs FIESTA FINE FOODS LIMITED
31/32 Great Bank Road, Wingates South
Wingates Industrial Park, Westhaughton
BOLTON - LANCASHIRE BL5 3XU
United Kingdom
=====

Dear Sirs.

RE: CONTRACT OF SALE NUMBER : 04402

We refer to the above mentioned contract of sale entered into between Simer S.P.A. (1) and Fiesta Fine Foods Limited (2) and dated 11th February 1904 (the "Contract").

We acknowledge receipt of the sum of £ 150,000 (English Pounds) in advance on signature of the Contract and that the balance sum of £ 550,000 (English Pounds) (together with interest at the rate specified in the Contract) is to be settled by the issue by Fiesta Fine Foods Limited in favour of Simer S.P.A. of six promissory notes to mature as follows:-

<u>Maturity Date</u>	<u>Amount (£ Sterling)</u>
31.12.04	£ 110.734.25
30.06.05	£ 106.958.32
31.12.05	£ 104.310.05
30.06.06	£ 100.095.43
31.12.06	£ 07.020.01
30.06.07	£ 04.759.17
<u>Total</u>	<u>£ 615.077.23</u>

P.T.O.



MACCHINE ED IMPIANTI PER PASTIFICI, PANIFICI E DOLCIARIA

We understand it is further proposed that 3i Group Plc will enter into a letter of guarantee in favour of Simer S.P.A. confirming their unconditional guarantee to pay in English Pounds Sterling the above mentioned amounts in the event that Fiesta Fine Foods Limited shall fail to pay the above amounts on their maturity dates.

In consideration of our receiving from you the six promissory notes as mentioned above and further in consideration of 3i Group Plc, at your request, issuing in our favour the letter of guarantee (as referred to above), we hereby confirm the provisions of paragraph 14 to our General Conditions of Sale (retention of title) shall not apply to the Contract and for the avoidance of doubt we confirm legal and beneficial title and property in the goods the subject of the Contract shall be deemed to have passed to Fiesta Fine Foods Limited absolutely immediately on receipt by us of the said guarantee.

We trust the foregoing is the confirmation you require.

Yours faithfully,


Simer S.P.A.
DIRETTORE GENERALE
Ing. Maurizio Azzoni

Duly authorised Director for
and on behalf of Simer S.P.A.



Simer S.P.A.

POS. M. TN000828

CAP SOC. L. 1 000 000 000 L.V. - REG. IMP. 636 - C.C.I.A.A. 61550 - C.F.E.P. IVA: IT 00124200221

Sede Legale: 38068 ROVERETO (TN) - ITALY - VIA DEL GARDA, 34
TEL. 0464/432091 - FAX 0464/436080 - TELEX 400249 SIMER I

Rovereto, 11th February 1994

Stabilimento: ROVERETO (TN) - VIA DEL GARDA, 34
TEL. 0464/432091 - FAX 0464/436080

Stabilimento: ROVERETO (TN) - VIA LUNGO LENO SX., 18
TEL. 0464/432410 - FAX 0464/439606

CONTRACT OF SALE NO. 94402

BETWEEN FIESTA FINE FOODS Ltd
31-32 Wingates South Industrial Park
Westhoughton - BOLTON - GR. MANCHESTER - ENGLAND hereinafter called BUYER

AND: SIMER S.p.A. - Via del Garda, 34 - 38068 Rovereto (TN) - ITALY

DELIVERY TERM SHIPMENT: within 15th April 1994
INSTALLATION AND COMMISSIONING: within 31st May 1994

GOODS RENDERED CIF BOLTON

SHIPMENT By means of trucks

PACKING Included

PAYMENT £ 150,000.= (Onehundred fiftythousand English Pounds) in advance at contract signature
£ 550,000.= (Fivehundred fiftythousand English Pounds) - interests at
the CIRR rate in force at contract date (6.71%) will be paid in 6 semi-
annual instalments by means of promissory notes, the first become due
and payable six months from the date of the Certificate of Commissioning,
in any case not later than December 31st 1994. The promissory notes must
be delivered to Simer prior or latest on shipment date. Since Simer will
discount on "pro-soluto" basis, the customer shall take all necessary
actions to allow such operation.

QUANTITY	DESCRIPTION	PRICE
	SUPPLY OF AN AUTOMATIC LINE FOR THE PRODUCTION OF PIZZA "PIZZERIA" DIAMETER 270 mm. (4000 pieces/h) =====	
	The technological datas relevant to the project are reported on page no. 2 of proposal no. 0395/94 dd. 04th Feb. 1994 which is integral part of the present contract.	
	MACHINES LIST	
No. 1	Water cooler	
No. 1	Water mixer/doser	
No. 2	Spiral type kneading m/c with removable bowl, cap. 160 kg.	
No. 2	Extra bowls (total no. 4)	
No. 1	Elevator tipper 2.700 mm.	
No. 1	Hopper/infeeder assembly	
No. 1	Automatic divider/rounder 4 pockets provided with spacer belts having 4 different length	
No. 1	Proofer loader	
No. 1	Proofer with no. 750 active pocketed trays (4 pieces/tray) complete with heating and humidifying unit for connection to the customer's steam production plant. " automatic humi-	
COMBUSTIBLE		ELECTRICAL CURRENT: V Hz. 50

QUANTITY	DESCRIPTION	PRICE
	dity and temperature reading and control instruments * proofer structure in stainless steel extended to house the conditioning pipework * proofer panels in stainless steel * flour duster * anodized aluminium trays with interchangeable pockets in food grade fabric * germicidal lamp assembly with UVC ultraviolet rays (no. 3 lamps) * centralized lubrication system * trays pocket drying unit (IR)	
No. 1	Proofer offloader	
No. 1	Aligning unit with adjustable rollers including dough-ball flattening press complete with infeed conveyor	
No. 1	Unit comprising a pair of cylinders (first sheeting) complete with feeding conveyor belt and pieces unloading conveyor	
No. 1	Unit including a pair of cylinders (second sheeting) complete with conveyor belt and phase-setter with 4 independent belts	
No. 1	Retracting loader and 90° conveyor receiving pieces form the retracting loader	
No. 1	Unit including a pair of cylinders (third sheeting) complete with conveyor belt, air blow device and phase setter with 4 independent belts	
No. 3	Flour duster devices disposed on proofing-cross lamination line	
No. 1	Conveyor tomato stuffing table: 0 mt. lenght with washing device	
No. 1	Automatic oven with radiant gas burners mod. AGR 17.3/130 (1.30x6 mt. baking area): rated power 420.000-450.000 Kcal/h. * slatted belt * forced air unit at top o the oven * brush for cleaning slatted belt * oven loader * oven unloader * oven panels in stainless steel * steam distribution	
No. 1	Synchronization and line control unit with general electric panel including PLC with keyboard and video colour 14" teleassistance	
	TOTAL PRICE FOR GOODS RENDERED EX OUR FACTORY, ON TRUCKS. INSTALLATION EXCLUDED	£ 673,500.=
	ESTIMATE COST FOR TRANSPORT AND SUPERVISION TO THE INSTALLATION	£ 26,500.=
	TOTAL PRICE FOR GOODS RENDERED EX YOUR FACTORY (CIF) IN BOLTON, ON TRUCKS. SUPERVISION TO THE INSTALLATION INCLUDED	£ 700,000.=
	EXCLUSIONS: The supply of the machines does not include: fuel (natural gas), steam, electricity and compressed air connections, discharge of water, steam and smokes. All items which are not specifically mentioned in this proposal are not included. INSTALLATION: Installation cost is included in the quotation. Anyway are at your charge: * board and lodging for our technicians, * helpers for installation (mechanician, electrician and common helpers), * specific equipment (fork-lift, etc.). * premises preparation. * local taxes	

GENERAL CONDITIONS OF SALE

1. **Irrevocable nature of the contract and acceptance of the same** - This contract is irrevocable and shall be considered accepted by SIMER S.p.A. only when confirmed in writing by one of its directors. The agreements and understandings with SIMER S.p.A. representatives, agents or staff in general have the value of negotiations only, and are always subject to approval by SIMER S.p.A.
2. ~~Weights, measurements and characteristics of items to be supplied. Weights, measurements and characteristics of the items to be supplied must always be considered as guideline. SIMER S.p.A. reserves the right to make those modifications which it considers necessary for the best operation of the contract equipment at any time.~~
3. **Bank interest and discount expenses** - Payments by instalments will be subject to interest at the rate applied by the banks on current account overdrafts and discount expenses from the day of delivery.
4. **Selling expenses** - Services relating to the supply, subsequent and complementary expenses, VAT, contract registration duties, costs for bills of exchange and in general all expenses involved in the sale will be for the purchaser's account and must be paid in cash, even in case of payment by instalments.
5. **Means of payment** - Payments must be made solely to the head office of SIMER S.p.A. directly or through a bank; Promissory notes must be issued for payments in instalments on receipt of notification that the goods are ready. Interest will be charged on delayed payments at the rate applied by the banks on current account overdrafts. SIMER S.p.A. is authorized to issue bills of exchange for any overdue credits, with debit of all the relative expenses.
6. **Suspension of payment** - No complaints will constitute grounds for suspension of payments by the purchaser.
7. **Cancellation of the contract** - The purchaser may request cancellation of the contract only within 60 days from the date of signing paying SIMER S.p.A. 20% of the total value of the contract as compensation. After this period, the amount of the compensation will be agreed at an appropriate amount between the parties.
8. **Delivery date** - Counting of the period for delivery, calculated in working days, starts from the moment when SIMER S.p.A. receives all the data necessary for construction and the payments have been made in accordance with the procedure agreed. This period shall in any case be purely guideline and is not binding on SIMER S.p.A., unless expressly agreed to the contrary. Suspensions or delays shall not entitle the purchaser to compensation.
9. **Transport and delivery** - ~~The goods always travel at the purchaser's risk, even if sold CIF. After delivery, all ordinary and extraordinary risks on the goods are for the purchaser's account; the purchaser will also meet any expenses for storage, maintenance, insurance etc.~~ In case of delivery CIF, the goods are delivered in front of the purchaser's premises on truck, and any unloading and handling expenses (e.g. labourers, lifting equipment or any other items necessary), will be for the sole account of the purchaser.
10. **Assembly expenses** - All assembly expenses are for the purchaser's account, as follows:
~~a) services of the installation engineer at the tariff rates in force at that time, unless otherwise agreed;~~
 b) expenses for labourers to assist in assembly;
 c) board and lodging for the staff sent by SIMER S.p.A.;
 d) the following utilities down to connection the machinery: chimneys steam discharge lines, with extractor fans if the draft is insufficient; electricity, water, compressed air, steam and refrigeration systems in accordance with the specifications given in the technical description expenses for preparation of the installation premises.
 Unless otherwise declared in writing by SIMER S.p.A. the installation engineer may not carry out works other than those indicated in the working program. The purchaser must sign the installation engineer's work-sheet and issue him with the certificate on completion of the work, assuming full responsibility for the correctness of the facts set out.
11. **Notification of faults and imperfections and testing** - If 15 days pass after the end of ^{commissioning} ~~assembly~~ without the purchaser giving notice of fault or imperfections by registered letter all the material shall be considered accepted without reservations. Assembly is considered completed after non-load test. Subsequently, and in any case within 15 days after the end of ~~assembly~~ ^{commissioning} the production test will be performed on the plant and the purchaser shall not be permitted to use the plant for production purposes until the plant testing report has been signed on completion of testing.
12. **Guarantee** - The guarantee shall be valid for 12 months after the completion of assembly on the maximum basis of ²⁰ ~~8~~ working hours per day. Guarantees are provided for: the good quality of the material, proper construction and good operation. The guarantee does not cover normal wear and tear and improper and or abnormal use. The above mentioned guarantee covers all the material, but not the services of technical staff. The purchaser loses all right to the guarantee if he fails to comply with the conditions of payments, if the failures are caused by negligence, improper use, overloads, poor maintenance, tampering or modifications to machinery not performed by SIMER S.p.A., and for damage which can be blamed on circumstances of force majeure.
13. **Damage and injury** - SIMER S.p.A. accepts no liability for injury to the purchaser's staff assigned to aid its installation engineers, or for damage caused to the purchaser, to third persons or to the property of the purchaser's staff.
14. **Retention of title** - The machinery and equipment supplied by SIMER S.p.A. remain the sole property of the same, in accordance with art. 523 of the Italian Civil Law Code, until complete payment of the price agreed and the accessory expenses. The purchaser is obliged:
 a) to inform the lessor of the building in which the machinery is installed that SIMER S.p.A. reserves property rights to the same;
 b) to inform SIMER S.p.A. of any act of attachment by a third party over the machinery;
 c) to insure the machinery, on its own responsibility and at its own expense, against damage by fire and lightning, stating that any compensation must be paid to SIMER S.p.A.
 Failure to pay one or more instalments exceeding one eighth of the purchase price, or failure to fulfil one of the obligations listed above (points a, b or c) will automatically terminate the purchaser's right to any delayed payment conditions, with SIMER S.p.A. retaining the option of terminating the contract immediately, acquiring the right to the sums already paid by the purchaser as compensation, or of demanding fulfilment of the contract immediately, while retaining the right to compensation of damages.
15. **Delay in delivery by the purchaser's fault** - If delays in delivery occur because of the purchaser's requirements or necessities, SIMER S.p.A. shall be entitled to increase the price of the items supplied to cover the increases which have occurred during the period of delay, objectively demonstrable, notifying the purchaser of its decision, before delivery.
16. **Legal jurisdiction** - The law court of ~~Florence (Toscana)~~ ^{BOLTON} shall have jurisdiction over any controversies which may arise between SIMER S.p.A. and the purchaser, with all other jurisdiction waived by agreement.

CONTRACT OF SALE NO. 94402

We hereby confirm the order for the items described in the first part of this document declaring that we have studied all your general conditions of sale, for the intents and purposes of art 1341 of the Italian Civil Law Code.

The plant will be installed and put into operation in the municipality of BOLTON - GT. MANCHESTER - ENGLAND
Street 31-32 Wingates South Ind. Park and in the building belonging to FIESTA FINE FOODS LTD.

Price £ 700.000.= (Sevenhundred thousand English Pounds)

Place: Rovereto date: 11th February 1994

PURCHASER'S STAMP AND SIGNATURE

[Handwritten Signature]

By signing here below, we specifically declare our approval, for the intents and purposes of articles 1341 and 1342 Italian Civil Law Code, of the clauses included in points 1 (irrevocable nature of contract and acceptance of same), 2 (weights, measurements and characteristics of items supplied), 3 (bank interest charges and discount expenses), 4 (selling expenses), 5 (payment procedures), 6 (interruption of payment), 7 (cancellation of contract), 8 (delivery period), 9 (transport and delivery), 10 (assembly expenses), 11 (notification of faults and imperfections and testing), 12 (guarantee), 13 (damage and injury), 14 (retention of title), 15 (delay in delivery by the purchaser's fault), 16 (legal jurisdiction), of your general conditions of sale, which we have studied and which we accept in full.

date: 11th February 1994

PURCHASER'S STAMP AND SIGNATURE

[Handwritten Signature]

ACCEPTANCE

For acceptance of the contract to the conditions and clauses agreed.

Rovereto, 11th February 1994

FOR SIMER S.p.A.

Simer S.p.A.
SALES DIRECTOR
Franco Sacconi

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02725733

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd JANUARY 1995 AND CREATED BY FIESTA FINE FOODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 1995.

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES

for the Registrar of Companies



Dx 11/01 PM COMPANIES HOUSE

HC0268