

# MR01

## Particulars of a charge

135085/13

IRIS Laserform

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. The instrument must be scanned and placed on the public record



\*L2DW40QB\*  
LD6 02/08/2013 #87  
COMPANIES HOUSE

FRIDAY

### 1 Company details

Company number 05957557  
Company name in full UNITED BISCUITS HOLDCO LIMITED

3 For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 02/08/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name J P MORGAN EUROPE LIMITED (and its successors in  
title, permitted assignees and permitted transferees)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

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

Description

Please see attached continuation pages

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**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Linklaters LLP

X

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

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Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name MANDEEP SIDHU

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 London/City

Telephone 020 7456 2000



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] Please do not send the original instrument, it must be a certified copy



**Important information**

**Please note that all information on this form will appear on the public record**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

#### CONTINUATION PAGE 1

#### Land (including buildings)

All Real Property in England and Wales (including the details of the property in Schedule 3 of the Security Agreement) owned by the Company at the date of the Security Agreement, all other Real Property owned by the Company at the date of the Security Agreement and all Real Property acquired by the Company after the date of the Security Agreement.

#### Intellectual property

All the Company's Intellectual Property (including the details of the Intellectual Property in Schedule 4 of the Security Agreement)

#### Definitions

**"Arrangers"** means Goldman Sachs International and J P. Morgan Limited.

**"Chargors"** means United Biscuits Holdco Limited, United Biscuits Holdco 2 Limited, United Biscuits Bidco Limited, Regentrealm Limited, Finalrealm Limited, UB Humber Limited, United Biscuits (UK) Limited, UB Foods US Limited and UB Overseas Limited (each a **"Chargor"**)

**"Company"** means United Biscuits Holdco Limited, Company number 05957557

**"Delegate"** means a delegate or sub-delegate appointed under the Security Agreement

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means United Biscuits Holdco Limited and its Subsidiaries for the time being

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## Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	CONTINUATION PAGE 2	<p><b>"Intellectual Property"</b> means:</p> <p>(a) any patent, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group,</p> <p>in each case to the extent that granting by the Chargor of Security over such Intellectual Property (i) is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto (other than a Secured Party), (ii) would not give any other party (other than a Secured Party) to any such contract, agreement or other instrument the right to terminate its obligations thereunder or (iii) is permitted with consent if all necessary consents to such grant of a Security have been obtained from the relevant parties.</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 14 December 2006 between, amongst others, United Biscuits Holdco Limited, United Biscuits VLNco Limited and J P Morgan Europe Limited as Security Agent as amended from time to time</p> <p><b>"Real Property"</b> means freehold and leasehold property in England and Wales and any heritable or long leasehold property in Scotland and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p><b>"Receiver"</b> means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver</p>

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## Particulars of a charge

4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p><b>CONTINUATION PAGE 3</b></p> <p><b>"Secured Agent"</b> means</p> <ul style="list-style-type: none"> <li>(a) in relation to the Senior Facilities Lenders, the Senior Facilities Agent;</li> <li>(b) in relation to any Permitted Senior Secured Debt Creditors, the relevant Permitted Senior Secured Debt Representative; and</li> <li>(c) in relation to any Senior Subordinated Noteholders (to the extent Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to the Intercreditor Agreement, the Senior Subordinated Notes Trustee</li> </ul> <p><b>"Secured Parties"</b> means the Security Agent, any Receiver or Delegate, the Secured Agents, the Arrangers, the Senior Secured Creditors from time to time and, if and to the extent Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to the Intercreditor Agreement, any Senior Subordinated Notes Creditors</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>"Security Agent"</b> means J.P Morgan Europe Limited</p> <p><b>"Security Agreement"</b> means the fixed and floating security document agreement dated 24 July 2013 made between the Chargors and the Security Agent</p> <p><b>"Senior Secured Creditors"</b> means the Senior Facilities Lenders, the Hedge Counterparties and the Permitted Senior Secured Debt Creditors</p> <p><b>"Senior Subordinated Notes Creditors"</b> means the Senior Subordinated Noteholders, the Senior Subordinated Notes Arranger and the Senior Subordinated Notes Trustee</p>

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

#### CONTINUATION PAGE 4

**"Senior Subordinated Notes Guarantee Liabilities"** means all present and future money, debts and liabilities due, owing or incurred by any Senior Subordinated Notes Guarantor to any Senior Subordinated Notes Creditor under or in connection with the Senior Subordinated Notes Finance Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise).

**"Subsidiary"** means, in relation to any company, corporation or other legal entity (a "holding company"), a company, corporation or other legal entity.

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) in which a majority of the voting rights are held by the holding company, either alone or pursuant to an agreement with others,
- (c) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company; or
- (d) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company, corporation or other legal entity shall be treated as being controlled by another if that other company, corporation or other legal entity is able to determine the composition of the majority of its board of directors or equivalent body

**"Transaction Security"** means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.





**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5957557

Charge code: 0595 7557 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by UNITED BISCUITS HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2013

LIC

Given at Companies House, Cardiff on 6th August 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

FIXED AND FLOATING SECURITY DOCUMENT

dated 24 July 2013

created by

UNITED BISCUITS HOLDCO LIMITED

(Registered No 05957557)

UNITED BISCUITS HOLDCO 2 LIMITED

(Registered No 05957575)

UNITED BISCUITS BIDCO LIMITED

(Registered No 05957644)

REGENTREALM LIMITED

(Registered No 03885120)

FINALREALM LIMITED

(Registered No 03877932)

UB HUMBER LIMITED

(Registered No 01399879)

UNITED BISCUITS (UK) LIMITED

(Registered No 02506007)

UB FOODS US LIMITED

(Registered No 01494105)

and

UB OVERSEAS LIMITED

(Registered No 01496587)

as the Chargors

in favour of

J P MORGAN EUROPE LIMITED

acting as Security Agent

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Linklaters

Ref L-214150

Linklaters LLP

Certified to be a true copy  
of the original

Linklaters LLP  
LINKLATERS LLP

Date 21/8/13

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THIS DEED is dated **24** July 2013 and made between

- (1) THE COMPANIES listed in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"), and
- (2) J P MORGAN EUROPE LIMITED (the "**Security Agent**", as security agent for the benefit of the Secured Parties)

#### Background

- (A) Each Chargor is entering into this Deed in connection with the Secured Finance Documents
- (B) The Board of Directors of each Chargor is satisfied that entering into this Deed would be most likely to promote the success of that Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Secured Finance Documents

IT IS AGREED as follows

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Save as expressly defined in this Deed, capitalised terms defined in the Intercreditor Agreement (including by way of reference to terms defined in or whose interpretation or construction is provided for in any other Secured Finance Document) shall have the same meaning when used in this Deed

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"**Assigned Contracts**" means

- (a) the Acquisition Documents (as defined in the Senior Facilities Agreement),
- (b) the Hedging Documents (as such term is defined in the Senior Facilities Agreement) entered into for the purpose of interest rate hedging, and
- (c) the Intra-Group Loans

"**Bank Accounts**" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"**Book Debts**" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to this Deed

**"Currency of Account"** means the currency in which the relevant indebtedness is denominated or, if different, is payable

**"Delegate"** means a delegate or sub-delegate appointed under Clause 17.2 (*Delegation*)

**"Enforcement Event"** means a Senior Facilities Acceleration Event, a Permitted Senior Secured Debt Acceleration Event and/or (if and to the extent that the Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to clause 5.2 (*Option to share in Transaction Security Senior Subordinated Notes Guarantee Liabilities*) of the Intercreditor Agreement) a Senior Subordinated Notes Acceleration Event

**"Existing Security"** means the Security created under the fixed and floating security document dated 14 December 2006 and the fixed and floating security document dated 19 March 2007 between the Chargors and the Security Agent

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into between a member of a Group and a Hedge Counterparty which, at the time such Hedging Agreement is entered into, is not prohibited under the terms of the Debt Documents to share in the Transaction Security

**"Insolvency Act"** means the Insolvency Act 1986

**"Insurances"** of each Chargor means all contracts and policies of insurance of any kind (other than any third party insurances) now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

**"Intellectual Property"** means

- (a) any patent, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group,

In each case to the extent that granting by the Chargor of Security over such Intellectual Property (i) is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto (other than a Secured Party), (ii) would not give any other party (other than a Secured Party) to any such contract, agreement or other instrument the right to terminate its obligations thereunder or (iii) is permitted with consent if all necessary consents to such grant of a Security have been obtained from the relevant parties

**"Intercreditor Agreement"** means the intercreditor agreement dated 14 December 2006 between, amongst others, J P Morgan Europe Limited as Senior Facilities Agent and Security Agent and United Biscuits Holdco Limited as amended from time to time

**"Intra-Group Loan"** means any Financial Indebtedness owed by a Group Company to another Group Company (as such terms are defined in the Senior Facilities Agreement), including, as at the date of this Deed, those set out in Schedule 10 (*Intra-Group Loans*)

**"Investments"** of a Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

**"LPA"** means the Law of Property Act 1925.

**"Material Group Company"** shall have the meaning given to it in the Senior Facilities Agreement

**"Obligor"** shall have the meaning given to it in the Senior Facilities Agreement

**"Party"** means a party to this Deed

**"Permitted Debenture Transaction"** means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment permitted by the Senior Facilities Agreement and which is not prohibited by any other Secured Finance Document

**"Permitted Senior Secured Debt Documents"** means each document or instrument entered into between any member of the Group and a Permitted Senior Secured Debt Creditor and/or a Permitted Senior Secured Debt Representative setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Permitted Senior Secured Debt, each guarantee granted by a member of the Group in respect of any Permitted Senior Secured Debt, the Intercreditor Agreement, the Security Documents, and any other document entered into in connection with the aforementioned instruments creating or evidencing Permitted Senior Secured Debt and designated a Permitted Senior Secured Debt Document by the issuer or borrower of the Permitted Senior Secured Debt, as the case may be, and relevant Permitted Senior Secured Debt Representative (which for the purposes of determining the Arranger Liabilities, includes any document to the extent it sets out rights of any initial purchasers of any

Permitted Senior Secured Debt issued by way of notes or securities (in their capacity as initial purchasers) against any member of the Group)

**"Real Property"** means freehold and leasehold property in England and Wales and any heritable or long leasehold property in Scotland and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Receiver"** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

**"Secured Agent"** means

- (a) in relation to the Senior Facilities Lenders, the Senior Facilities Agent,
- (b) in relation to any Permitted Senior Secured Debt Creditors, the relevant Permitted Senior Secured Debt Representative, and
- (c) in relation to any Senior Subordinated Noteholders (to the extent Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to Clause 5.2 (*Option to share in Transaction Security Senior Subordinated Notes Guarantee Liabilities*)) of the Intercreditor Agreement, the Senior Subordinated Notes Trustee

**"Secured Finance Documents"** means the Senior Secured Finance Documents and any Senior Subordinated Notes Finance Documents (to the extent that the Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to clause 5.2 (*Option to share in Transaction Security Senior Subordinated Notes Guarantee Liabilities*)) of the Intercreditor Agreement

**"Secured Liabilities"** of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Party

- (a) under or in connection with any Senior Secured Finance Document, and
- (b) to the extent that the Chargor is a Senior Subordinated Notes Guarantor, and if to the extent that the Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to clause 5.2 (*Option to share in Transaction Security Senior Subordinated Notes Guarantee Liabilities*) of the Intercreditor Agreement, under or in connection with any Senior Subordinated Notes Finance Document,

(in each case whether alone or jointly, or jointly and severally, with any other person, whether actually or *contingently* and whether as principal, surety or otherwise)

**"Secured Parties"** means the Security Agent, any Receiver or Delegate, the Secured Agents, the Arrangers, the Senior Secured Creditors from time to time and (if and to the extent Senior Subordinated Notes Guarantee Liabilities are secured by Transaction Security pursuant to clause 5.2 (*Option to share in Transaction Security Senior Subordinated Notes Guarantee Liabilities*)) of the Intercreditor Agreement, any Senior Subordinated Notes Creditors

**"Senior Facilities Agent"** means J P Morgan Europe Limited in its capacity as Agent under and as defined in the Senior Facilities Agreement

**"Senior Facilities Agreement"** means the senior facilities agreement dated 10 December 2006 between, amongst others, United Biscuits Holdco Limited as an original borrower and guarantor, J P Morgan Limited and Goldman Sachs International as arrangers and J P Morgan Europe Limited as agent and Security Agent, as amended from time to time

**"Senior Facilities Finance Document"** has the meaning given to the term "Senior Finance Document" in the Senior Facilities Agreement

**"Senior Secured Creditors"** means the Senior Facilities Lenders, the Hedge Counterparties and the Permitted Senior Secured Debt Creditors

**"Senior Secured Finance Document"** means the Senior Facilities Finance Documents, the Hedging Agreements and the Permitted Senior Secured Debt Documents

**"Senior Subordinated Notes Creditors"** means the Senior Subordinated Noteholders, the Senior Subordinated Notes Arranger and the Senior Subordinated Notes Trustee

**"Senior Subordinated Notes Finance Documents"** means the Senior Subordinated Notes, each Senior Subordinated Notes Indenture, the Senior Subordinated Notes Guarantees, the Intercreditor Agreement, the Security Documents (to the extent only that such Security Documents secure Senior Subordinated Notes Guarantee Liabilities), and any other document entered into in connection with the Senior Subordinated Notes and designated a Senior Subordinated Notes Finance Document by the Senior Subordinated Notes Issuer and the Senior Subordinated Notes Trustee (which, for the purposes of determining the liabilities owing to the Senior Subordinated Notes Arranger, includes any document to the extent that it sets out rights of any initial purchasers of any Senior Subordinated Notes (in their capacity as initial purchasers) against any member of the Group)

## 1 2 Construction

### (a) Any reference in this Deed to

- (i) the **"Chargor"**, or a **"Lender"**, or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
- (ii) a **"Secured Finance Document," "Senior Secured Finance Document," "Senior Subordinated Notes Finance Document"** or any other agreement or instrument is a reference to that Secured Finance Document, Senior Secured Finance Document, Senior Subordinated Notes Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Finance Document, Senior Secured Finance Document, Senior Subordinated Notes Finance Document or other agreement or instrument

### (b) An Enforcement Event is **"continuing"** if it has not been remedied or waived

### (c) The provisions in clause 1 2 (*Construction*) of the Intercreditor Agreement (including by way of reference to terms whose interpretation or construction is provided for in any other Secured Finance Document) apply to this Deed with all necessary changes



**1 3 Third Party Rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

**1 4 Obligations secured by this Deed**

By entering into or, as the case may be, acceding to this Deed, each Chargor expressly confirms and agrees that

- (a) the Security created or intended to be created by it under or evidenced by this Deed is intended as security for the payment and discharge of all of its Secured Liabilities and without any need or requirement for any amendment or supplement to this Deed at any time after the date of this Deed (or, as the case may be, the date upon which such Chargor accedes to this Deed) notwithstanding any change in or to the Secured Liabilities from time to time after such date,
- (b) its Secured Liabilities are intended to extend to and to cover (without limitation)
  - (i) all of its obligations (whether present or future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by that Chargor or some other person) arising from time to time under any Secured Finance Document and/or owing to any Secured Party (in each case) falling within the definition of Secured Liabilities from time to time (whether or not such Chargor or, as the case may be, such other person who is party to such Secured Finance Document as at the date of this Deed (or, as the case may be, the date upon which such Chargor accedes to this Deed) or becomes party to such Secured Finance Document at any time thereafter and notwithstanding that any such obligations are not identified and/or the terms of those obligations not recorded as at the date of this Deed (or, as the case may be, as at the date upon which such Chargor accedes to this Deed) (including, without limitation, as a result of the fact of such Secured Finance Document not then existing) and notwithstanding that those obligations may differ fundamentally from all or any of, may be more onerous to such Chargor than all or any of, may be or give rise to new and/or additional obligations upon such Chargor over and above all or any of the then obligations of such Chargor and notwithstanding that such obligations may increase the likelihood that the Security created or intended to be created under or evidenced by this Deed will be enforced), and
  - (ii) any increase in, extension or substitution of or change to any of its obligations referred to in paragraph (a) above (however fundamental) (including, without limitation, by way of any amendment (however fundamental), novation, termination, replacement, supplement of the Intercreditor Agreement and/or any other Secured Finance Document or, as the case may be, Secured Finance Documents or the designation (whether or not such designation is made by such Chargor, United Biscuits Holdco Limited or any other Debtor) of a document or documents as a Secured Finance Document or, as the case may be, Secured Finance Documents falling within the definition of Secured Liabilities or of a creditor or other person as a Secured Party falling within the definition of Secured Liabilities and whether or not such document, creditor or person is or such documents are designated directly as a Secured Finance Document or, as the case may be,

Secured Finance Documents or, as applicable, a Secured Party or are designated indirectly by way of being designated as a document or documents of a type or class which type or class falls within the then current definition of Senior Secured Finance Documents or Senior Subordinated Notes Finance Documents (as appropriate) in the Intercreditor Agreement or, as applicable, by way of being designated as a creditor or person of a type or class which type or class falls within the then current definition of Secured Party in the Intercreditor Agreement and whether or not any such designation is made pursuant to the Intercreditor Agreement or pursuant to any other Senior Secured Finance Document or Senior Subordinated Notes Finance Documents (as appropriate) (including any of any such type or class)), and

- (c) the Security created or intended to be created under or evidenced by this Deed is intended as security for the payment and discharge of its Secured Liabilities notwithstanding any change to the Security Agent and/or any change to the Secured Parties from time to time (including, without limitation, a change to all or substantially all of the Secured Parties) and/or any amendment (however fundamental), novation, termination, replacement, supplement of the Intercreditor Agreement (including, without limitation, the terms upon which the Security Agent holds the Security created or intended to be created under or evidenced by this Deed) and/or any other Secured Finance Document

## **2 UNDERTAKING TO PAY**

### **2 1 Payment of Secured Liabilities**

Each Chargor shall pay each of its Secured Liabilities when due in accordance with its terms.

### **2 2 Proportionate payment**

Each sum appropriated by the Security Agent in accordance with the Secured Finance Documents in or towards payment of a particular part of the Secured Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Secured Liabilities both to any Secured Party to which the same is owed, and to the Security Agent

## **3 ASSIGNMENT**

Subject to the Existing Security, each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns absolutely to the Security Agent all its present and future right, title and interest in and to

- (a) the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of that Chargor, under or in connection with the Assigned Contracts, and
- (b) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of Insurances)

#### 4 FIXED CHARGES

Subject to the Existing Security, each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties)

- (a) by way of first legal mortgage, all real property in England and Wales now belonging to it (including the Real Property described as belonging to it in Schedule 3 (*Real Property*),
- (b) (to the extent they are not subject to a mortgage under paragraph (a) above) by way of fixed equitable charge, all Real Property now belonging to it and all Real Property acquired by it in the future (other than any heritable property in Scotland), and
- (c) by way of first fixed charge, all its present and future
  - (i) Book Debts,
  - (ii) Bank Accounts (including those described as belonging to it in Schedule 9 (*Bank Accounts*)),
  - (iii) Intellectual Property (including that described as now belonging to it in Schedule 4 (*Intellectual Property*)),
  - (iv) Investments (including the shares described as now belonging to it in Schedule 6 (*Investments*)),
  - (v) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of this Clause 4), and
  - (vi) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,

provided that, notwithstanding the foregoing, the aforementioned legal mortgages and fixed charges shall not take effect until such time as all necessary third party consents have been obtained from landlords or contractual counterparts in accordance with the relevant provisions of the relevant leases or contracts

#### 5 FLOATING CHARGE

##### 5.1 Creation

Subject to the Existing Security, each Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets not effectively charged by Clause 4 (*Fixed Charges*))

##### 5.2 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to Clause 5.1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph

### **5.3 Ranking**

The floating Charge created by each Chargor ranks:

- (a) behind all the fixed Charges created by that Chargor, but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for any Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*)

### **5.4 Conversion by notice**

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it is necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

### **5.5 Automatic conversion**

If

- (a) any Chargor takes any step to create any Security in breach of Clause 7.1 (*Negative Pledge*) over any of the Charged Assets not subject to a fixed Charge,
- (b) any corporate action, legal proceedings or other procedure or step other than a Permitted Debenture Transaction is taken in relation to the administration, winding up, dissolution, suspension of payments or reorganisation (by way of voluntary arrangement, scheme or otherwise) of any Chargor, or
- (c) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

## **6 ASSIGNED CONTRACTS**

### **6.1 Documents**

If and to the extent such documents have not already been delivered to the Security Agent prior to the date of this Deed, each Chargor shall on the date of this Deed deliver to the Security Agent executed copies of all Assigned Contracts to which it is party as then in effect, and shall promptly thereafter deliver copies of such other Assigned Contracts to which it is party entered into after the date of this Deed

### **6.2 Notice of assignment**

Each Chargor shall as soon as reasonably practicable after the date of this Deed, and in any event not later than 10 Business Days thereafter, give notice of the assignments of the Hedging Agreements and Intra-Group Loans in Clause 3(a) (*Assignment*) substantially in the form set out in Schedule 5 (*Form of Notice of Assignment*) and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement

requested in that notice. Each Chargor is hereby deemed to have received and acknowledged notice of the assignments in Clause 3(a) in respect of the Intra-Group Loans described as owing to it in Schedule 10 (*Intra-Group Loans*)

**6.3 Chargor still liable**

Each Chargor shall remain liable to perform all its obligations under the Assigned Contracts. Neither the Security Agent nor any Receiver or Delegate shall be under any obligation or liability to any Chargor or any other person under or in respect of any Assigned Contract.

**6.4 No variation etc.**

Each Chargor shall not

- (a) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Assigned Contract,
- (b) exercise any right to rescind, cancel or terminate any Assigned Contract,
- (c) release any counterparty from any obligations under any Assigned Contract,
- (d) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach, or
- (e) novate, transfer or assign any of its rights under any Assigned Contract,

where to do so would breach this Deed or any other Secured Finance Document

**6.5 Breach**

Each Chargor shall notify the Security Agent of

- (a) any material breach of or default under an Assigned Contract by it or any other party,
- (b) any right of it or any other party arising to rescind, cancel or terminate an Assigned Contract, and
- (c) any claim made or to be made by it or any other party under or in connection with an Assigned Contract,

promptly on becoming aware of the same. Each Chargor shall provide the Security Agent with reasonable details of any such claim and its progress and notify the Security Agent as soon as practicable upon that claim being resolved.

**6.6 Performance of obligations**

Each Chargor shall perform all its material obligations under each Assigned Contract.

**7 RESTRICTIONS AND FURTHER ASSURANCE**

**7.1 Negative Pledge**

No Chargor shall create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Debenture Transaction.

**7.2 Disposal**

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license,

sub-license, transfer or otherwise dispose of any Charged Asset other than pursuant to a Permitted Debenture Transaction

**7 3 Further assurance**

Each Chargor shall promptly do whatever the Security Agent reasonably requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) while an Enforcement Event is continuing to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Delegate,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

**8 REAL PROPERTY**

**8 1 Acquisition**

Each Chargor shall promptly notify the Security Agent of its acquisition of any Real Property

**8 2 Documents**

If and to the extent such title deeds and documents have not already been delivered to the Security Agent prior to the date of this Deed, each Chargor shall deposit with the Security Agent, and the Security Agent shall be entitled to hold, all title deeds and documents relating to each Chargor's present and future Real Property

**8 3 Existing Real Property**

In the case of each Chargor's existing Real Property in England and Wales registered at the Land Registry, the Chargor shall

- (a) promptly apply to the Land Registry to register the Charges created by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*) and notice of all other Charges,
- (b) promptly submit to the Land Registry the duly completed Form RX1 requesting a restriction to be entered on the register of the title to that Real Property in respect of the Charges created by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*) stating that no disposition of the registered estate by the registered proprietor is to be registered without a written consent of the proprietor for the time being of the relevant Charge, and
- (c) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to each Chargor that the Security Agent will submit the relevant forms to the Land Registry, each Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees

**8 4 Future Real Property**

In the case of each Chargor's future Real Property in England and Wales registered at the Land Registry, each Chargor shall

- (a) promptly apply to the Land Registry to register the Security created by paragraph (b) of Clause 4 (*Fixed Charges*),
- (b) promptly apply to the Land Registry requesting a restriction to be entered on the register of the title to that Real Property in respect of the Security created by paragraph (b) of Clause 4 (*Fixed Charges*) stating that no disposition of the registered estate by the registered proprietor is to be registered without a written consent of the proprietor for the time being of the relevant Charge, and
- (c) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to each Chargor that the Security Agent will submit the relevant forms to the Land Registry, each Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees

#### **8 5 Unregistered Real Property**

In the case of the Chargor's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be so registered, each Chargor will promptly apply to register this Deed and the Charges at the Land Charges Registry if the title deeds and documents are not deposited with the Security Agent

#### **8 6 Title Information Document**

On completion of the registration of any Charge pursuant to this Clause 8, each Chargor shall promptly supply to the Security Agent a certified copy of the relevant Title Information Document issued by the Land Registry

#### **8 7 Consents**

Each Chargor shall use its reasonable endeavours to obtain third party consents necessary to mortgage, charge or assign any Charged Assets in accordance with this Deed

### **9 BOOK DEBTS**

#### **9 1 Collection**

Each Chargor shall use all commercially reasonable efforts to promptly collect all Book Debts when due and shall, pending payment of such Book Debts in accordance with Clause 9 2 (*Payment into Bank Account(s)*) below, hold the proceeds of collection on trust for the Security Agent

#### **9 2 Payment into Bank Account(s)**

Subject to the terms and conditions set out in the Senior Facilities Agreement and any other Secured Finance Document, each Chargor shall promptly following receipt pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account

## **10 BANK ACCOUNTS**

### **10 1 Withdrawals**

If an amount is withdrawn from a Bank Account, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

### **10 2 Notification of Bank Accounts**

Each Chargor shall, within 10 Business Days of the date of this Deed (and if any change occurs thereafter, within 10 Business Days of the date thereof)

- (a) deliver to the Security Agent details of each Bank Account maintained by it with any bank or financial institutions, and
- (b) deliver to the relevant bank or financial institution maintaining that Bank Account a notice substantially in the form set out in Schedule 7 (*Form of Notice of Charge of Bank Accounts*)

### **10 3 Operation before Enforcement Event**

Notwithstanding the fixed charge created by Clause 4 (*Fixed Charges*), each Chargor shall prior to the occurrence of an Enforcement Event be entitled to receive, withdraw or otherwise transfer or deal with any credit or debit balance from time to time on any Bank Account.

### **10 4 Operation after Enforcement Event**

After the occurrence of an Enforcement Event which is continuing, no Chargor shall be entitled to receive, withdraw or otherwise transfer or deal with any credit or debit balance from time to time on any Bank Account except with the prior written consent of the Security Agent.

## **11 INVESTMENTS**

### **11 1 Acquisition**

Each of United Biscuits Holdco Limited, United Biscuits Holdco 2 Limited and United Biscuits Bldco Limited shall promptly notify the Security Agent if it acquires or agrees to acquire, any Investment.

### **11 2 Documents**

Each Chargor shall

- (a) if and to the extent such documents have not been delivered to the Security Agent prior to the date of this Deed, on the date of this Deed in respect of any Subsidiary which is, at the date of this Deed, a Material Group Company or Guarantor and in respect of a Subsidiary which becomes after the date of this Deed, a Material Group Company or Guarantor, within 20 Business Days of such Subsidiary becoming a Material Group Company or Guarantor
  - (i) deposit with the Security Agent all share certificates and other documents of title representing such Investments as reasonably requested by the Security Agent; and



- (ii) execute and/or deliver to the Security Agent, together with transfers of such Investments executed in blank, such other documents relating to evidencing, perfecting or protecting the charges
- (b) following an Enforcement Event
  - (i) deposit with the Security Agent all certificates representing its Investments, and
  - (ii) execute and/or deliver to the Security Agent, together with transfers of Investments executed in blank, such other documents relating to evidencing, perfecting or protecting its Investments, as the Security Agent requires for the purposes of perfecting legal security over the Investments or vesting title in the Investments in the name of the Security Agent or its nominees or any purchaser

### **11.3 Voting before enforcement**

Subject to Clause 11.4 (*Voting after enforcement*), each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that

- (a) it does so for a purpose not inconsistent with any Secured Finance Document, and
- (b) the exercise of or failure to exercise those rights is in a manner which does not adversely affect the validity or enforceability of the Security or cause an Event of Default to occur

### **11.4 Voting after enforcement**

At any time while an Enforcement Event is continuing

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit (acting reasonably), and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights

### **11.5 Communications**

Each Chargor shall promptly execute and/or deliver to the Security Agent, a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment, as the Security Agent reasonably requires

## **12 INTELLECTUAL PROPERTY**

### **12.1 Acquisition**

Each Chargor shall notify the Security Agent of its becoming the legal and/or beneficial owner of or of its acquisition of (by licence or otherwise) any Intellectual Property material to the Group and any application by it or on its behalf to register any registrable Intellectual Property

**12 2 Documents**

Each Chargor shall as soon as reasonably practicable execute and/or deliver to the Security Agent such documents relating to its Intellectual Property as the Security Agent reasonably requires

**12 3 Consents**

Each Chargor shall use its reasonable endeavours to obtain third party consents necessary to charge any Intellectual Property in accordance with this Deed

**13 INSURANCE**

**13 1 Documents**

Each Chargor shall as soon as reasonably practicable upon an Event of Default deliver to the Security Agent a copy of such insurance policies effected by it and the related premium receipts, and of such other documents relating to the Insurance required to comply with its obligations under the Senior Facilities Agreement or any other Secured Finance Document

**13 2 Notice of Assignment**

Each Chargor shall at such time as an Event of Default has occurred and is continuing give notice of the assignments in paragraph (b) of Clause 3 (*Assignment*) substantially in the form set out in Schedule 8 (*Form of Notice of Assignment of Insurances*) and shall use its best endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement

**14 ENFORCEMENT**

**14 1 When enforceable**

As between the Chargors and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Enforcement Event is continuing

**14 2 Power of sale**

The statutory power of sale, of appointing a receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed

**15 LAW OF PROPERTY ACT**

**15 1 Section 101**

The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the LPA on mortgagees, as varied and extended by this Deed, shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the date of this Deed and shall be exercisable in accordance with Clause 14 2 (*Power of sale*)

**15 2 Section 103**

Section 103 (*Regulation of exercise of power of sale*) of the LPA shall not apply to this Deed

**15 3 Section 93**

Section 93 (*Restriction on consolidation of mortgages*) of the LPA shall not apply to this Deed

**16 APPOINTMENT AND RIGHTS OF RECEIVERS**

**16 1 Appointment of receivers**

If any Enforcement Event is continuing (whether or not the Security Agent has taken possession of the Charged Assets), without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

**16 2 Scope of appointment**

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

**16 3 Rights of Receivers**

Any Receiver appointed pursuant to this Clause 16 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

**16 4 Agent of Chargor**

Any Receiver shall be the agent of the relevant Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

**16 5 Remuneration**

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

**17 SECURITY AGENT'S RIGHTS**

**17 1 Same rights as Receiver**

Any rights conferred by any Secured Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

**17 2 Delegation**

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Secured Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

**18 ORDER OF DISTRIBUTIONS**

**18 1 Application of proceeds**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 18 2 (*Order of distributions*).

**18 2 Order of distributions**

The order referred to in Clause 18 1 (*Application of proceeds*) is

- (a) in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of the Security Agent, any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him,
- (b) in or towards the payment of the liabilities in such order as the Security Agent thinks fit, and
- (c) in payment of any surplus to any Chargor or other person entitled to it.

**19 LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES**

**19 1 Possession**

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 19 2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

**19 2 Security Agent's liability**

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Secured Finance Documents except to the extent caused by its or his own negligence or wilful misconduct.

**20. POWER OF ATTORNEY**

**20 1 Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally as its attorney (with full power of substitution), on its behalf and in its name or otherwise, following the occurrence of an Enforcement Event or a material failure by the

Chargor to comply with its obligations under Clause 21 11 (*Further assurance*) of the Senior Facilities Agreement or, any equivalent provision under a Secured Finance Document to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance agreement, instrument, act or thing which it is required to execute or do under the terms of this Deed or to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets under the terms of this Deed

**20 2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 20 1 (*Appointment*), except to the extent the attorney is acting negligently with wilful misconduct or in breach of law or the terms of the Secured Finance Documents

**21 PROTECTION OF THIRD PARTIES**

**21.1 No duty to enquire**

No person dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire

- (a) whether the rights conferred by or pursuant to any Secured Finance Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any money borrowed or raised

**21 2 Protection to purchasers**

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate

**22 SAVING PROVISIONS**

**22 1 Continuing Security**

Subject to Clause 23 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

**22 2 Reinstatement**

If any payment by a Chargor or any discharge given by a Secured Party (whether in respect of the obligations of a Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

- (a) the liability of each Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred, and

- (b) each Secured Party shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred

#### **22 3 Waiver of defences**

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause 22 3, would reduce, release or prejudice any of its obligations under any Secured Finance Document of any of the Charges (without limitation and whether or not known to it, any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with a Chargor or any other person,
- (b) the release of a Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, a Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person,
- (e) any amendment (however fundamental) or replacement of a Secured Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

#### **22 4 Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Finance Document to the contrary.

#### **22 5 Appropriations**

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and

- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed

**22 6 Deferral of Chargor's rights**

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Finance Documents

- (a) to be indemnified by any person or Obligor, and/or
- (b) to claim any contribution from any other provider of any Security for or any other guarantor of any Obligor's obligations under the Secured Finance Document, and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Finance Documents or of any guarantee or other security taken pursuant to, or in connection with, the Secured Finance Documents by any Secured Party

**22 7 Additional Security**

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party

**22 8 Tacking**

Each Secured Party shall comply with its obligations under the Secured Finance Documents (including any obligation to make further advances)

**23 DISCHARGE OF SECURITY**

**23 1 Final redemption**

Subject to Clause 23 2 (*Retention of security*), if all the Secured Liabilities have been paid or discharged in full and all contingent liabilities have been repaid or terminated in full (or on such earlier date as any part of the Charged Assets is disposed of as part of a Permitted Debenture Transaction), the Security Agent shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

**23 2 Retention of security**

If any amount paid or credited to any Secured Party under any Secured Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid

**23 3 Consolidation**

Section 93 of the LPA shall not apply to the Charges

## **24 PAYMENTS**

### **24 1 Payments**

All payments by any Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct

### **24 2 Continuation of accounts**

At any time after

- (a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets of any Chargor, or
- (b) the presentation of a petition or the passing of a resolution in relation to the winding-up of any Chargor,

any Secured Party may open a new account in the name of that Chargor with that Secured Party (whether or not it permits any existing account to continue) If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Secured Finance Document to which that Chargor is party

## **25 RIGHTS, WAIVERS AND DETERMINATIONS**

### **25 1 Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Secured Finance Document, the terms of that Secured Finance Document shall prevail

### **25 2 Exercise of rights**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under any Secured Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in the Secured Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act

### **25 3 Amendments and waivers**

Any term of this Deed may be amended or waived only with the consent of the Security Agent and the Chargor

### **25 4 Determinations**

Any certification or determination by any Secured Party or any Receiver or Delegate under any Secured Finance Document is, in the absence of manifest error, *prima facie* evidence of the matters to which it relates



## **26 INDEMNITIES**

### **Indemnities separate**

Each indemnity in each Secured Finance Document shall

- (a) constitute a separate and independent obligation from the other obligations in that or any other Secured Finance Document,
- (b) give rise to a separate and independent cause of action,
- (c) apply irrespective of any indulgence granted by any Secured Party;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Secured Liability or any other judgment or order, and
- (e) apply whether or not any claim under it relates to any matter disclosed by the Chargor or otherwise known to any Secured Party

## **27 COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

## **28 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

**In witness** whereof this Deed has been duly delivered on the date stated at the beginning of this Deed

**SCHEDULE 1**  
**THE CHARGORS**

<b>Name of Chargor</b>	<b>Registration Number</b>
United Biscuits Bidco Limited	05957644
United Biscuits Holdco 2 Limited	05957575
United Biscuits Holdco Limited	05957557
Regentrealm Limited	03885120
Finalrealm Limited	03877932
UB Humber Limited	01399879
United Biscuits (UK) Limited	02505007
UB Foods US Limited	01494105
UB Overseas Limited	01496587

**SCHEDULE 2**  
**RIGHTS OF RECEIVERS**

Any Receiver appointed pursuant to Clause 16 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

**(a) Enter into possession**

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Secured Party of any Book Debts or credit balance on any Bank Account,

**(b) Carry on business**

to manage and carry on any business of that Chargor,

**(c) Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

**(d) Deal with Charged Assets**

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred),

**(e) Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto,

**(f) Borrow money**

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise),

**(g) Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them,

**(h) Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits

may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets),

**(i) Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets,

**(j) Insurance, repairs, improvements etc.**

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets,

**(k) Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets,

**(l) Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor,

**(m) Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets,

**(n) Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor,

**(o) Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed, and

**(p) Other powers**

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Secured Finance Document to which the relevant Chargor is party, the LPA or the Insolvency Act

**SCHEDULE 3**  
**REAL PROPERTY**

<b>CHARGOR</b>	<b>SITE</b>	<b>ADDRESS</b>	<b>FREEHOLD/ LEASEHOLD</b>	<b>TITLE NUMBERS</b>
United Biscuits (UK) Limited	Wigston	Jacobs Biscuit, Canal Street, South Wigston, Leicestershire, LE18 4PQ	Freehold	LT223327 LT193226 LT222924
United Biscuits (UK) Limited	Jacobs Bakery, Aintree	Long Lane, Aintree, Liverpool, L9 7BQ	Freehold	LA318137 MS263144 MS455684
United Biscuits (UK) Limited	Halifax	The north side of Hopwood Lane, Halifax, Yorkshire, HX1 4EY	Freehold	WYK43930
United Biscuits (UK) Limited	Ashby Distribution Centre, Discovery Way	Depot on the south east side of Discovery Way, 42 Trading Estate, Leicestershire	Leasehold	Unregistered
United Biscuits (UK) Limited	Site Ashby de la Zouch	Discovery Way, Flagstaff 42 Trading Estate, Ashby de la Zouch, LE65 1PF	Leasehold	LT307085
United Biscuits (UK) Limited	High Wycombe Research and Development Centre	Hillbottom Road, Lane End Road Sands, High Wycombe, HP12 4JX	Leasehold	BM298530
United Biscuits (UK) Limited	Hayes Head Office	Hayes Park North, Hayes End Road, Hayes, Middlesex, UB4 8EE	Leasehold	Unregistered
United Biscuits (UK) Limited	Carlisle	54 Church Street, Carlisle, Cumbria, CA2 5TG	Freehold	CU160894
United Biscuits (UK) Limited	Harlesden	Waxlow Road, Harlesden, London, NW10 7NY	Freehold	NGL212980
United Biscuits	Liverpool	Binns Road, Liverpool, L7	Freehold	LA310981

CHARGOR	SITE	ADDRESS	FREEHOLD/ LEASEHOLD	TITLE NUMBERS
(UK) Limited		9NG		
United Biscuits (UK) Limited	Manchester	Crossley Road, Manchester, M19 2SD	Freehold	CH90142
United Biscuits (UK) Limited	Tollcross	35 Clydeford Drive, Tollcross, Glasgow, G32 8YW	Freehold	[ ]

**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

**TM Rights**

ID	Country	Mark	Classes	Status	Reg Owner
11554	United Kingdom	WHOLESENSE	30	Registered	United Biscuits (UK)
11585	United Kingdom	LUNCHERS	29 30	Registered	United Biscuits (UK)
11611	United Kingdom	McVITIE'S (2002 colour logo)	29 30	Registered	United Biscuits (UK)
11614	United Kingdom	YUMBLES	30	Registered	United Biscuits (UK)
13	United Kingdom	M L & CO	30	Registered	United Biscuits (UK)
23	United Kingdom	KRACKAWHEAT	30	Registered	United Biscuits (UK)
33	United Kingdom	JACK AND JILL	30	Registered	United Biscuits (UK)
34	United Kingdom	McVITIE'S NATURAL CHOICE	30	Registered	United Biscuits (UK)
223	United Kingdom	McVITIE McVITIES McVITIE'S (Series of 3)	29, 30	Registered	United Biscuits (UK)
917	United Kingdom	PENGUIN	30	Registered	United Biscuits (UK)
242	United Kingdom	PENGUIN (badge - PENGUIN WAITER) (device)	26	Registered	United Biscuits (UK)
246	United Kingdom	McVITIE'S CREAM TEASE	30	Registered	United Biscuits (UK)
282	United Kingdom	ABBEY	30	Registered	United Biscuits (UK)
283	United Kingdom	JAM SPLATZ	30	Registered	United Biscuits (UK)
319	United Kingdom	SULTANS	30	Registered	United Biscuits (UK)
330	United Kingdom	CARR'S TABLE WATER	30	Registered	United Biscuits (UK)
346	United Kingdom	VARIATIONS	30	Registered	United Biscuits (UK)
366	United Kingdom	BANDIT	30	Registered	United Biscuits

					(UK)
373	United Kingdom	PENGUIN (series of 2)	30	Registered	United Biscuits (UK)
380	United Kingdom	ROVER	30	Registered	United Biscuits (UK)
407	United Kingdom	PUFFLETS	30	Registered	United Biscuits (UK)
419	United Kingdom	SNACKTIMERS	29	Registered	United Biscuits (UK)
443	United Kingdom	MINI HA HA	30	Registered	United Biscuits (UK)
444	United Kingdom	MUNCHMALLOW	30	Registered	United Biscuits (UK)
508	United Kingdom	KRACKA WHEAT KRACK A WHEAT KRACKAWHEAT (series of 3)	30	Registered	United Biscuits (UK)
682	United Kingdom	CRAWFORD	30	Registered	United Biscuits (UK)
728	United Kingdom	SIMMERS (logo)	30	Registered	United Biscuits (UK)
765	United Kingdom	DIABLO	30	Registered	United Biscuits (UK)
845	United Kingdom	EAR OF CORN (logo) with McVITIPS (band)	30	Registered	United Biscuits (UK)
866	United Kingdom	PENGUIN	30	Registered	United Biscuits (UK)
877	United Kingdom	THE CRAWFORD'S TARTAN & device	30	Registered	United Biscuits (UK)
927	United Kingdom	CRAWFORD'S	30	Registered	United Biscuits (UK)
928	United Kingdom	CRAWFORDS stylised	42	Registered	United Biscuits (UK)
947	United Kingdom	McVITIE'S (1994 logo)	29	Registered	United Biscuits (UK)
973	United Kingdom	ACE (3-D word) & STAR (device)	30	Registered	United Biscuits (UK)
984	United Kingdom	MACFARLANE LANG'S	30	Registered	United Biscuits (UK)
998	United Kingdom	EAR OF CORN (logo) (band device only)	30	Registered	United Biscuits (UK)



1005	United Kingdom	DIG	30	Registered	United Biscuits (UK)
1072	United Kingdom	MacVITIES	30	Registered	United Biscuits (UK)
1073	United Kingdom	McVITIE	30	Registered	United Biscuits (UK)
1088	United Kingdom	CHOCO DIG	30	Registered	United Biscuits (UK)
1383	United Kingdom	DIGESTIVE (label)	30	Registered	United Biscuits (UK)
1487	United Kingdom	McVITIE'S HOME BAKE	30	Registered	United Biscuits (UK)
1583	United Kingdom	PENGUIN	29, 30	Registered	United Biscuits (UK)
1600		MEGA MUNCH	30	Registered	United Biscuits (UK)
1610	United Kingdom	McVITIE'S MINI CHEDDARS	30	Registered	United Biscuits (UK)
1614	United Kingdom	FRUITJACKS	30	Registered	United Biscuits (UK)
1755	United Kingdom	CHUMBLES	30	Registered	United Biscuits (UK)
1764	United Kingdom	ABBEY	30	Registered	United Biscuits (UK)
1833	United Kingdom	SILENT BITES	30	Registered	United Biscuits (UK)
1910	United Kingdom	P P P PICK UP A . PENGUIN	29, 30	Registered	United Biscuits (UK)
1931	United Kingdom	McVITIE'S MINI JAFFA CAKES	30	Registered	United Biscuits (UK)
1939	United Kingdom	DIGESTIVE label	30	Registered	United Biscuits (UK)
1979	United Kingdom United Kingdom	JOEY	30	Registered	United Biscuits (UK)
1999	United Kingdom United Kingdom	PENNYWISE	30	Registered	United Biscuits (UK)
2061	United Kingdom	CHOCNOBS	30	Registered	United Biscuits (UK)
2145	United Kingdom	TAXI	30	Registered	United Biscuits (UK)
2161	United Kingdom	McVITIE'S PIT STOP	30	Registered	United Biscuits (UK)

2177	United Kingdom	BANDIT	30	Registered	United Biscuits (UK)
2259	United Kingdom	CHOCOLINE	30	Registered	United Biscuits (UK)
2276	United Kingdom	GO AHEAD	30	Registered	United Biscuits (UK)
2392	United Kingdom	HOB	30	Registered	United Biscuits (UK)
2649	United Kingdom	BOASTERS	30	Registered	United Biscuits (UK)
3145	United Kingdom	PENGUIN (badge - PENGUIN + BABY) (device)	26	Registered	United Biscuits (UK)
2455	United Kingdom	PENGUIN (badge - PENGUIN IN CAR) (device)	26	Registered	United Biscuits (UK)
2604	United Kingdom	EAR OF CORN (logo) with McVITIE'S (band)	30	Registered	United Biscuits (UK)
2688	United Kingdom	HOME WHEAT	30	Registered	United Biscuits (UK)
2712	United Kingdom	MINI CHEDDARS word & device	30	Registered	United Biscuits (UK)
2739	United Kingdom	McVITIE'S	30	Registered	United Biscuits (UK)
2742	United Kingdom	McVITIES NATURALLY	30	Registered	United Biscuits (UK)
2842	United Kingdom	RICH HIGHLAND SHORTIES	30	Registered	United Biscuits (UK)
2865	United Kingdom	GO AHEAD	30	Registered	United Biscuits (UK)
2873	United Kingdom	ONE NIBBLE AND YOU'RE NOBBLED	30	Registered	United Biscuits (UK)
2874	United Kingdom	McVITIES BAKE A BETTER BISCUIT	B 30	Registered	United Biscuits (UK)
2884	United Kingdom	McVITIE'S DIGESTIVE	30	Registered	United Biscuits (UK)
2921	United Kingdom	McVITIE'S	30	Registered	United Biscuits (UK)
2953	United Kingdom	CHOCOLINIS	30	Registered	United Biscuits (UK)
2984	United Kingdom	SNACKTIMERS	30	Registered	United Biscuits (UK)

2988	United Kingdom	CRINKLINS	30	Registered	United Biscuits (UK)
3000	United Kingdom	McVITIE & PRICE logo	30	Registered	United Biscuits (UK)
3006	United Kingdom	McVITIE'S (1994 logo)	30	Registered	United Biscuits (UK)
3069	United Kingdom	KING PENGUIN	30	Registered	United Biscuits (UK)
3118	United Kingdom	MINI Hob-nobs	30	Registered	United Biscuits (UK)
3146	United Kingdom	CHOC-O-LAIT & GEORGE KEMP SIGNATURE	30	Registered	United Biscuits (UK)
3219	United Kingdom	McVITIE'S KRACKAWHEAT	30	Registered	United Biscuits (UK)
3232	United Kingdom	McVITIE's McVITIES McVITIE (Series of 3)	30	Registered	United Biscuits (UK)
3234	United Kingdom	McVITIE & PRICE	30	Registered	United Biscuits (UK)
3312	United Kingdom	FRUIT HARVEST	30	Registered	United Biscuits (UK)
3321	United Kingdom	ACE	30	Registered	United Biscuits (UK)
3348	United Kingdom	MUNCHKINS	30	Registered	United Biscuits (UK)
3385	United Kingdom	CHEDDARS	30	Registered	United Biscuits (UK)
3400	United Kingdom	DIGESTIVE (label)	30	Registered	United Biscuits (UK)
3413	United Kingdom	SIMMERS MASTER COLLECTION	30	Registered	United Biscuits (UK)
3470	United Kingdom	HOBNOB	30	Registered	United Biscuits (UK)
12300	United Kingdom	FESTIVE FACES	30	Registered	United Biscuits (UK)
3546	United Kingdom	EAR OF CORN (logo) with DOUBLE STRIPES (band)	30	Registered	United Biscuits (UK)
3554	United Kingdom	McVITIE'S JAFFA CAKES	30	Registered	United Biscuits (UK)
3558	United Kingdom	McVITIE'S GOLD BARS	30	Registered	United Biscuits (UK)

3578	United Kingdom	SIMMERS BAKERS CHOICE	30	Registered	United Biscuits (UK)
3579	United Kingdom	SIMMERS	30	Registered	United Biscuits (UK)
3592	United Kingdom	ACE	30	Registered	United Biscuits (UK)
4581	United Kingdom	CHORUS	30	Registered	United Biscuits (UK)
3634	United Kingdom	CRAWFORD'S SAVORS	30	Registered	United Biscuits (UK)
3666	United Kingdom	McVITIE'S McMINIS	30	Registered	United Biscuits (UK)
3742	United Kingdom	MEREDITH & DREW	29	Registered	United Biscuits (UK)
3779	United Kingdom	SPLATZ	30	Registered	United Biscuits (UK)
3790	United Kingdom	UNITED	30	Registered	United Biscuits (UK)
3795	United Kingdom	STAR FIGHTERS	30	Registered	United Biscuits (UK)
3797	United Kingdom	SIMMERS (logo)	30	Registered	United Biscuits (UK)
3843	United Kingdom	TABLE WATER	30	Registered	United Biscuits (UK)
3860	United Kingdom	CRINKLIN CHEDDARS	30	Registered	United Biscuits (UK)
3932	United Kingdom	IGLOO	30	Registered	United Biscuits (UK)
3954	United Kingdom	McVITA	30	Registered	United Biscuits (UK)
3956	United Kingdom	CRAWFORDS BISCUITS	30	Registered	United Biscuits (UK)
3959	United Kingdom	MACVITA	30	Registered	United Biscuits (UK)
4012	United Kingdom	EAR OF CORN (logo) ON ITS OWN	29	Registered	United Biscuits (UK)
4077	United Kingdom	PELICAN	30	Registered	United Biscuits (UK)
4146	United Kingdom	Hob-nobs	30	Registered	United Biscuits (UK)
4186	United Kingdom	YOYO	30	Registered	United Biscuits (UK)

4188	United Kingdom	IGLOO	30	Registered	United Biscuits (UK)
4223	United Kingdom	MINI CHEDDARS	30	Registered	United Biscuits (UK)
4231	United Kingdom	UB (logo)	29	Registered	United Biscuits (UK)
4232	United Kingdom	UB (logo)	30	Registered	United Biscuits (UK)
4288	United Kingdom	CRAWFORD'S (logo)	30	Registered	United Biscuits (UK)
4318	United Kingdom	MUNCHMALLOW	30	Registered	United Biscuits (UK)
4410	United Kingdom	CARR'S OF CARLISLE	30	Registered	United Biscuits (UK)
4490	United Kingdom	McVITIE'S JAFFAS	30	Registered	United Biscuits (UK)
4493	United Kingdom	CHUNKY MONKEY	30	Registered	United Biscuits (UK)
4501	United Kingdom	CARR'S	30	Registered	United Biscuits (UK)
4517	United Kingdom	RIVA	30	Registered	United Biscuits (UK)
4521	United Kingdom	GO AHEAD	29, 30	Registered	United Biscuits (UK)
4539	United Kingdom	PENGUIN (badge - PENGUIN + UMBRELLA) (device)	26	Registered	United Biscuits (UK)
4624	United Kingdom	MACFARLANE LANG	30	Registered	United Biscuits (UK)
4655	United Kingdom	McVITIE's McVITIES McVITIE (Series of 3)	29	Registered	United Biscuits (UK)
4719	United Kingdom	McVITIE'S McMINIS	29, 30	Registered	United Biscuits (UK)
12433	United Kingdom	McVITIE'S TASTE OF HOME	30	Registered	United Biscuits (UK)
4753	United Kingdom	UNITED BISCUITS	29, 30	Registered	United Biscuits (UK)
4800	United Kingdom	PENGUIN	29, 30	Registered	United Biscuits (UK)
4814	United Kingdom	JASPERS	30	Registered	United Biscuits (UK)

4836	United Kingdom	McVITIE'S (1998 logo)	29, 30	Registered	United Biscuits (UK)
5305	United Kingdom	AM	30	Registered	United Biscuits (UK)
5464	United Kingdom	PENGUIN (device) P P P Pick up a	30	Registered	United Biscuits (UK)
5465	United Kingdom	PENGUIN series of 5 P P P Pick up a	30	Registered	United Biscuits (UK)
5447	United Kingdom	HOB NOBS	29	Registered	United Biscuits (UK)
5448	United Kingdom	McVITIE'S DIGESTIVE	29	Registered	United Biscuits (UK)
6332	United Kingdom	VOLT	30	Registered	United Biscuits (UK)
12435	United Kingdom	McVitie's 2004 red background logo - bollywood	30	Registered	United Biscuits (UK)
12436	United Kingdom	McVITIE'S DIGESTIVE (2009 India pack)	30	Registered	United Biscuits (UK)
12460	United Kingdom	P P P Pick up a (2011 Tin)	30	Registered	United Biscuits (UK)
12461	United Kingdom	McVitie's Digestive (2011 tin)	21, 30	Registered	United Biscuits (UK)
12479	United Kingdom	VitaFull (2011 colour logo)	30	Registered	United Biscuits (UK)
12484	United Kingdom	Jacob's Club Tin	21, 30	Registered	United Biscuits (UK)
12497	United Kingdom	QUIRKS SPECIAL ON THE INSIDE	16, 30	Registered	United Biscuits (UK)
12502	United Kingdom	McVITIE'S HOBNOBS (2011 pack)	30	Registered	United Biscuits (UK)
12521	United Kingdom	McVITIE'S DUNK TIME	16, 21, 25	Registered	United Biscuits (UK)
12530	United Kingdom	PUDELICIOUS	30	Registered	United Biscuits (UK)
7649	United Kingdom	MUNCH BOX	30	Registered	United Biscuits (UK)
7692	United Kingdom	CARR'S MELTS	30	Registered	United Biscuits (UK)
7781	United Kingdom	DIABLO	30	Registered	United Biscuits (UK)

12545	United Kingdom	McVITIE'S FRUIT BAKES	30	Registered	United Biscuits (UK)
12573	United Kingdom	McVITIE'S Dunk Time02	16, 21, 25, 30	Registered	United Biscuits (UK)
12577	United Kingdom	VICTORIA HEARTS	30	Registered	United Biscuits (UK)
8638	United Kingdom	McVITIE'S	30	Registered	United Biscuits (UK)
11949	United Kingdom	MASTERPIECES	30	Registered	United Biscuits (UK)
11973	United Kingdom	FRUITALITY	30	Registered	United Biscuits (UK)
11988	United Kingdom	GMP logo	16	Registered	United Biscuits (UK)
9464	United Kingdom	McVITIE'S (1998 logo)	29, 30	Registered	United Biscuits (UK)
12012	United Kingdom	McVITIE'S DIGESTIVE (2008 Export pack)	30	Registered	United Biscuits (UK)
9516	United Kingdom	McVITIE'S MUNCHBITES	30	Registered	United Biscuits (UK)
9550	United Kingdom	UBfoodservice (colour logo)	16, 29, 30	Registered	United Biscuits (UK)
12648	United Kingdom	JACOB'S (2011 Colour logo)	30	Registered	United Biscuits (UK)
9592	United Kingdom	TRUCKERS	30	Registered	United Biscuits (UK)
10015	United Kingdom	MINI CHEDDARS CRINKLYS	30	Registered	United Biscuits (UK)
10565	United Kingdom	MEMORY	30	Registered	United Biscuits (UK)
10566	United Kingdom	NIBLET	5, 29, 30, 31	Registered	United Biscuits (UK)
9764	United Kingdom	McVITIE'S (1998 logo in Arabic)	30	Registered	United Biscuits (UK)
9782	United Kingdom	McVITIE'S (2002 colour logo)	29, 30	Registered	United Biscuits (UK)
9858	United Kingdom	PENGUIN 2002 (wing dings pack) series of 2	30	Registered	United Biscuits (UK)
9865	United Kingdom	OATSTER	29, 30	Registered	United Biscuits (UK)
9923	United Kingdom	PENGUIN SNAPZ	30	Registered	United Biscuits

					(UK)
9926	United Kingdom	MUD SPLATZ	30	Registered	United Biscuits (UK)
9927	United Kingdom	SPLATZ	30	Registered	United Biscuits (UK)
9943	United Kingdom	CRAWFORD'S (2002 logo)	30	Registered	United Biscuits (UK)
9953	United Kingdom	PENGUIN (2002 colour logo)	30	Registered	United Biscuits (UK)
9954	United Kingdom	PENGUIN (2002 Ice hole logo)	30	Registered	United Biscuits (UK)
9968	United Kingdom	McVITIE'S JAFFA CAKES	30	Registered	United Biscuits (UK)
9969	United Kingdom	CHUKKA	30	Registered	United Biscuits (UK)
9998	United Kingdom	McVITIE'S The Original (biscuit device)	30	Registered	United Biscuits (UK)
10018	United Kingdom	McVITIE'S MINI CHEERS, MERRY CHEDDARS	30	Registered	United Biscuits (UK)
10024	United Kingdom	CHUMBLES	29, 30	Registered	United Biscuits (UK)
10028	United Kingdom	McVITIE'S MINI CHEDDARS, MINI SHARE US	30	Registered	United Biscuits (UK)
10033	United Kingdom	CARR'S DELI	30	Registered	United Biscuits (UK)
10105	United Kingdom	McVITIE'S MINI CHEDDARS DIP IT	29, 30	Registered	United Biscuits (UK)
10129	United Kingdom	GO AHEAD OAT BREAK	30	Registered	United Biscuits (UK)
10217	United Kingdom	go ahead! (2001 stylised)	29, 30	Registered	United Biscuits (UK)
10241	United Kingdom	McV MINI KISSMAS	30	Registered	United Biscuits (UK)
10246	United Kingdom	ub foodservice cracking snacking!	16, 29, 30	Registered	United Biscuits (UK)
10255	United Kingdom	McVITIE'S MAKES THE MOMENT (in English and Arabic)	30	Registered	United Biscuits (UK)
10298	United Kingdom	McVITIE'S (2004 biscuit crumb logo)	30	Registered	United Biscuits (UK)



10302	United Kingdom	McVITIE'S DIGESTIVE DUNK FOR BRITAIN (2004 colour device)	16, 21, 25, 30	Registered	United Biscuits (UK)
10315	United Kingdom	McVITIE'S (2004 colour logo)	30	Registered	United Biscuits (UK)
10332	United Kingdom	GIPSY	30	Registered	United Biscuits (UK)
10364	United Kingdom	McVITIE'S REBELS	30	Registered	United Biscuits (UK)
10373	United Kingdom	ABSOLUTELY CRACKERS	30	Registered	United Biscuits (UK)
10375	United Kingdom	JACOB'S AFTERNOON TEA	30	Registered	United Biscuits (UK)
10378	United Kingdom	BLAZING BBQ	29, 30	Registered	United Biscuits (UK)
10380	United Kingdom	CHECKERS	30	Registered	United Biscuits (UK)
10381	United Kingdom	CHECKERS	30	Registered	United Biscuits (UK)
10384	United Kingdom	CHEESELETS	30	Registered	United Biscuits (UK)
10386	United Kingdom	CHERRY RIPE	30	Registered	United Biscuits (UK)
10388	United Kingdom	CHOC GEMS	30	Registered	United Biscuits (UK)
10390	United Kingdom	CLUB CLASS	30	Registered	United Biscuits (UK)
10391	United Kingdom	CLUB	30	Registered	United Biscuits (UK)
10392	United Kingdom	CLUB	30	Registered	United Biscuits (UK)
10393	United Kingdom	CLUB	30	Registered	United Biscuits (UK)
10394	United Kingdom	McVITIE'S (2004 biscuit crumb logo) THE SIGN OF A BETTER BISCUIT	30	Registered	United Biscuits (UK)
10396	United Kingdom	CLUBLET	30	Registered	United Biscuits (UK)
10397	United Kingdom	CORNISH WAFERS	30	Registered	United Biscuits (UK)
10400	United Kingdom	CRACKLET	5, 29, 30,	Registered	United Biscuits

			31		(UK)
10402	United Kingdom	CRUMBLES	30	Registered	United Biscuits (UK)
10408	United Kingdom	FAMILY CIRCLE EVERYONE'S FAVOURITES (series of 2)	30	Registered	United Biscuits (UK)
10409	United Kingdom	FAMILY CIRCLE	30	Registered	United Biscuits (UK)
10412	United Kingdom	JACOB'S FRUIT ROLLS	29, 30	Registered	United Biscuits (UK)
10413	United Kingdom	FUNNY FACE	30	Registered	United Biscuits (UK)
10415	United Kingdom	GOLDEN GRAIN	30	Registered	United Biscuits (UK)
10417	United Kingdom	GOLDGRAIN	30	Registered	United Biscuits (UK)
10418	United Kingdom	GOLDGRAIN	30	Registered	United Biscuits (UK)
10421	United Kingdom	HAPPY FACES	30	Registered	United Biscuits (UK)
10422	United Kingdom	HAPPY FACES	30	Registered	United Biscuits (UK)
10423	United Kingdom	ICED GEM	30	Registered	United Biscuits (UK)
10424	United Kingdom	ICED GEMS	30	Registered	United Biscuits (UK)
10425	United Kingdom	JACO-BITE	30	Registered	United Biscuits (UK)
10426	United Kingdom	JACOB & CO'S BISCUITS	30	Registered	United Biscuits (UK)
10431	United Kingdom	JACOB'S CHEDDAR THINS	30	Registered	United Biscuits (UK)
10435	United Kingdom	JACOB'S CLUB ORANGE	30	Registered	United Biscuits (UK)
10436	United Kingdom	JACOB'S CHOICE GRAIN	30	Registered	United Biscuits (UK)
10437	United Kingdom	JACOB'S COCOTOP MALLOWS	30	Registered	United Biscuits (UK)
10438	United Kingdom	JACOB'S ESSENTIALS	29, 30	Registered	United Biscuits (UK)
10439	United Kingdom	JACOB'S	30	Registered	United Biscuits

		FARMHOUSE			(UK)
10443	United Kingdom United Kingdom	JACOB'S PURE PLEASURE	30	Registered	United Biscuits (UK)
10444		JACOB'S SNACKING CRACKERS	29, 30	Registered	United Biscuits (UK)
10446	United Kingdom	JACOB'S	31	Registered	United Biscuits (UK)
10447	United Kingdom	JACOB'S	30	Registered	United Biscuits (UK)
10448	United Kingdom	JACOB'S FUSIONS	29, 30	Registered	United Biscuits (UK)
10449	United Kingdom	JACOB'S HEALTH CAPITAL	29, 30	Registered	United Biscuits (UK)
10451	United Kingdom	JACOB'S MOMENTUM	30	Registered	United Biscuits (UK)
10452	United Kingdom	JACOB'S THAI BITES	30	Registered	United Biscuits (UK)
10453	United Kingdom	JACOB'S TOPPER THE BEAR	30	Registered	United Biscuits (UK)
10454	United Kingdom	JACOBITE	30	Registered	United Biscuits (UK)
10455	United Kingdom	JACOBITE	30	Registered	United Biscuits (UK)
10456	United Kingdom	JACOBITE	30	Registered	United Biscuits (UK)
10457	United Kingdom	JacoBites	29, 30	Registered	United Biscuits (UK)
10458	United Kingdom	JACOBITES TEMPTING TANDOORI/JacoBite s TEMPTING TANDOORI (series of 2)	29, 30	Registered	United Biscuits (UK)
10459	United Kingdom	JACOBITES	29, 30	Registered	United Biscuits (UK)
10465	United Kinsdorn	MOMENTUM	30	Registered	United Biscuits (UK)
10472	United Kingdom	NIBLET/NIBLETS	30	Registered	United Biscuits (UK)
10474	United Kingdom	PASSIONATELY PIZZA	30	Registered	United Biscuits (UK)
10476	United Kingdom	PEEK FREAN	30, 31	Registered	United Biscuits

					(UK)
10479	United Kingdom	PEEK FREANS	30	Registered	United Biscuits (UK)
10480	United Kingdom	PEEK FREANS	30, 31	Registered	United Biscuits (UK)
10484	United Kingdom	RAZZLES	30	Registered	United Biscuits (UK)
10487	United Kingdom	ROMANY	30	Registered	United Biscuits (UK)
10489	United Kingdom	SAVOURY TWIGS	30	Registered	United Biscuits (UK)
10490	United Kingdom	SCARY FACES	30	Registered	United Biscuits (UK)
10508	United Kingdom	TANGS	30	Registered	United Biscuits (UK)
10509	United Kingdom	TEA TIME	30	Registered	United Biscuits (UK)
10510	United Kingdom	TEMPTATION	29	Registered	United Biscuits (UK)
10511	United Kingdom	TEMPTATION	30	Registered	United Biscuits (UK)
10513	United Kingdom	THE BAR THAT BREAKS THE MOULD	30	Registered	United Biscuits (UK)
10517	United Kingdom	TRIO	30	Registered	United Biscuits (UK)
10519	United Kingdom	TWIGLETS	30, 31	Registered	United Biscuits (UK)
10520	United Kingdom	TWIGLETS	30	Registered	United Biscuits (UK)
10521	United Kingdom	TWIGS	30	Registered	United Biscuits (UK)
10523	United Kingdom	TWIGSTICKS	30	Registered	United Biscuits (UK)
10525	United Kingdom	VITABISK	30	Registered	United Biscuits (UK)
10526	United Kingdom	W & R JACOB & CO	30, 31	Registered	United Biscuits (UK)
10582	United Kingdom	McVITIE'S BLISSFULS	30	Registered	United Biscuits (UK)
10584	United Kingdom	McVITIE'S (2004 colour logo)	16, 29	Registered	United Biscuits (UK)

10590	United Kingdom	BEAR (device series of 4)	30	Registered	United Biscuits (UK)
10591	United Kingdom	BEAR (device Choc Gems)	30	Registered	United Biscuits (UK)
10592	United Kingdom	BEAR (device ICED GEMS)	30	Registered	United Biscuits (UK)
10594	United Kingdom	BEAR ON SNOWBOARD (series of 2)	30	Registered	United Biscuits (UK)
10599	United Kingdom	CLUB BITES (series of 2)	30	Registered	United Biscuits (UK)
10600	United Kingdom	CLUB (biscuit shape with embossed lettering)	30	Registered	United Biscuits (UK)
10601	United Kingdom	CLUB (logo series of 2)	30	Registered	United Biscuits (UK)
10605	United Kingdom	FRUIT BONUS (series of 2)	29, 30	Registered	United Biscuits (UK)
10606	United Kingdom	HAPPY FACES (series of 18)	30	Registered	United Biscuits (UK)
10609	United Kingdom	JACOB'S ANGEL OVAL (word & device)	30	Registered	United Biscuits (UK)
10610	United Kingdom	JACOB'S BOOGIE BARS (word & device)	30	Registered	United Biscuits (UK)
10616	United Kingdom	JACOB'S CONTINENTAL (pack design)	30	Registered	United Biscuits (UK)
10618	United Kingdom	JACOB'S CREAM CRACKERS (1957 pack)	30	Registered	United Biscuits (UK)
10620	United Kingdom	DEVIL'S DELIGHT	30	Registered	United Biscuits (UK)
10621	United Kingdom	DIAMOND & RIBBON device with JACOB'S (series of 3)	30	Registered	United Biscuits (UK)
10624	United Kingdom	JACOB'S GARLIC BITES (device - series of 2)	30	Registered	United Biscuits (UK)
10627	United Kingdom	JACOB'S (Diamond device & Cross logo)	30	Registered	United Biscuits (UK)

		series of 2)			
10634	United Kingdom	JACOB'S YUM TUMS (device)	30	Registered	United Biscuits (UK)
10635	United Kingdom	JACOB'S YUM TUMS (device)	30	Registered	United Biscuits (UK)
10637	United Kingdom	JACOB'S DAISIES (word & device)(series of two)	30	Registered	United Biscuits (UK)
10639	United Kingdom	JACOB'S SECRET CLUB (device)	30	Registered	United Biscuits (UK)
10640	United Kingdom	JACOB'S THAI BITES (STYLISTED)	30	Registered	United Biscuits (UK)
10692	United Kingdom United Kingdom	JACOB'S THAI BITES FUSIONS (block script)	29, 30	Registered	United Biscuits (UK)
10693	United Kingdom United Kingdom	JACOB'S MEDITERRANEO (device) Series of 3	29, 30	Registered	United Biscuits (UK)
10695	United Kingdom	JACOB'S SUPREMES	30	Registered	United Biscuits (UK)
10697	United Kingdom	JACOB'S (2001 logo) Series of 2 (colour & B/W)	30	Registered	United Biscuits (UK)
10704	United Kingdom	SECRET CLUB BOOGIE BARS (logo)	30	Registered	United Biscuits (UK)
10711	United Kingdom	JACOB'S TEMPTATIONS (device) (series of 2)	30	Registered	United Biscuits (UK)
10712	United Kingdom	JACOB'S THAI BITES DIPPERS (word & device)	29, 30	Registered	United Biscuits (UK)
10713	United Kingdom	THAI BITES (stylised)	29, 30	Registered	United Biscuits (UK)
10720	United Kingdom	TWIGLETS (stylised)	30	Registered	United Biscuits (UK)
10721	United Kingdom	JACOB'S USA (word & device) series of 3	29, 30	Registered	United Biscuits (UK)
10736	United Kingdom	THAI BITE DIPPERS (device)	29, 30	Registered	United Biscuits (UK)
10737	United Kingdom	JACOB'S THAI BITES FUSIONS	29, 30	Registered	United Biscuits (UK)

		(STYLIZED)			
10738		RETREAT	30	Registered	United Biscuits (UK)
10752	United Kingdom	McVITIE'S PERFECT BAKED TO ION	30	Registered	United Biscuits (UK)
11174	United Kingdom	GO AHEAD! FRUIT & FORM	29, 30	Registered	United Biscuits (UK)
11176	United Kingdom	FRUITSTERS	30	Registered	United Biscuits (UK)
11177	United Kingdom	McVITIE'S FRUITFULS	30	Registered	United Biscuits (UK)
11178	United Kingdom	McVITIE'S FRUITINGS	30	Registered	United Biscuits (UK)
11179	United Kingdom	McVITIE'S FRUITIFULS	30	Registered	United Biscuits (UK)
10906	United Kingdom	TEMPTATIONS	30	Registered	United Biscuits (UK)
10980	United Kingdom	McVITIE'S The Original (biscuit device)	30	Registered	United Biscuits (UK)
10983	United Kingdom	McVITIE'S BUTTER PUFFS	30	Registered	United Biscuits (UK)
11006	United Kingdom	McVITIE'S MOMENTS	30	Registered	United Biscuits (UK)
11010	United Kingdom	GO AHEAD! YOGURT BREAKS	29, 30	Registered	United Biscuits (UK)
11020	United Kingdom	GO AHEAD! FRUIT TOPS	29, 30	Registered	United Biscuits (UK)
11023	United Kingdom	GO AHEAD! RIPPLIES	29	Registered	United Biscuits (UK)
11024	United Kingdom	CHEDDARS (Stylised word)	30	Registered	United Biscuits (UK)
11025	United Kingdom	CHEDDARS (2005 pack design)	30	Registered	United Biscuits (UK)
11028	United Kingdom	go ahead (2005 colour logo)	29, 30	Registered	United Biscuits (UK)
11031	United Kingdom	McVITIE'S NATURAL CHOICE	30	Registered	United Biscuits (UK)
11032	United Kingdom	McVITIE'S MORSO'S, McVITIE'S MORSOS (Series of two)	30	Registered	United Biscuits (UK)

11075	United Kingdom	McVITIE'S ORIGINS	30	Registered	United Biscuits (UK)
11076	United Kingdom	JACOB'S (2005 Colour logo)	30	Registered	United Biscuits (UK)
11164	United Kingdom	McVITIE'S (2004 colour logo)	30	Registered	United Biscuits (UK)
11207	United Kingdom	McVITIE'S FRUITSTERS	30	Registered	United Biscuits (UK)
11219	United Kingdom	CRAWFORD'S (2006 logo)	30	Registered	United Biscuits (UK)
11234	United Kingdom	McVITIE'S FRUIT & FUN	29, 30	Registered	United Biscuits (UK)
11255	United Kingdom	McVITIE'S The sign of a better cake (2006 roundel) series of 2	30	Registered	United Biscuits (UK)
11269	United Kingdom	FRUITJACKS	30	Registered	United Biscuits (UK)
11280	United Kingdom	McVITIE'S YOG NOBS	29, 30	Registered	United Biscuits (UK)
11281	United Kingdom	McVITIE'S YOG TOPS	29, 30	Registered	United Biscuits (UK)
11316	United Kingdom	go ahead (2005 colour logo)	29, 30	Registered	United Biscuits (UK)
11318	United Kingdom	JAFFA CAKES (2006 pack)	30	Registered	United Biscuits (UK)
11331	United Kingdom	McVITIE'S HEAT TO TREAT	30	Registered	United Biscuits (UK)
11332	United Kingdom	JACOB'S SAVOURS	30	Registered	United Biscuits (UK)
11357	United Kingdom	McVITIE'S MASTERPIECES	30	Registered	United Biscuits (UK)
11367	United Kingdom	SCARY FACES	30	Registered	United Biscuits (UK)
11376	United Kingdom	Jacob's Multigrain device	30	Registered	United Biscuits (UK)
11429	United Kingdom	McVITIE'S S DIGESTIVE (Export pack 2007)	30	Registered	United Biscuits (UK)
11439	United Kingdom	McVITIE'S YOG FRUIT	29, 30	Registered	United Biscuits (UK)
11441	United Kingdom	LUNCHERS	30	Registered	United Biscuits (UK)



11478	United Kingdom	McVITIE'S MOMENTS	30	Registered	United Biscuits (UK)
11528	United Kingdom	McVITIE'S FRUIT & FORM	29, 30	Registered	United Biscuits (UK)
11483	United Kingdom	OATJACKS	30	Registered	United Biscuits (UK)
11484	United Kingdom	YOGJACKS	29, 30	Registered	United Biscuits (UK)
11485	United Kingdom	NUTJACKS	29, 30	Registered	United Biscuits (UK)
11487	United Kingdom	CHOCJACKS	30	Registered	United Biscuits (UK)
11533	United Kingdom	DILETTO	30	Registered	United Biscuits (UK)
11726	United Kingdom	JESTIVALS	30	Registered	United Biscuits (UK)
11641	United Kingdom	THE HOPWOOD BAKERY	30	Registered	United Biscuits (UK)
11652	United Kingdom	McVITIE'S DIGESTIVE (2007 UK pack)	30	Registered	United Biscuits (UK)
11727	United Kingdom	SPARKLERS	30	Registered	United Biscuits (UK)
11768	United Kingdom	McVITIE'S DIGESTIVE (Export pack 2007)	30	Registered	United Biscuits (UK)
11702	United Kingdom	JACOB'S CRACKO'BITES, JACOB'S CRACK-O-BITES	30	Registered	United Biscuits (UK)
11876	United Kingdom	McVITIES THE ORIGINAL DIGESTIVE SINCE 1892	30	Registered	United Biscuits (UK)
11879	United Kingdom	CARR'S NIBBLES	30	Registered	United Biscuits (UK)
11895	United Kingdom	McVITIE'S GOOD FOOD, FAST	30	Registered	United Biscuits (UK)
11916	United Kingdom	BMcVITIE'S - PASSION FOR BAKING	30	Registered	United Biscuits (UK)
11919	United Kingdom	McVITIE'S - PASSION FOR	16	Registered	United Biscuits (UK)

		BAKING			
12129	United Kingdom	McVITIE'S MEDLEY	29, 30	Registered	United Biscuits (UK)
12136	United Kingdom	QWERKS	29, 30	Registered	United Biscuits (UK)
12175	United Kingdom	McVITIE'S DIGESTIVE (2008 Export pack)	30	Registered	United Biscuits (UK)
12928	United Kingdom	JACOB'S CRUNCHBREADS	30	Registered	United Biscuits (UK)
12277	United Kingdom	ODDITIES	30	Registered	United Biscuits (UK)
12316	United Kingdom	McVITIE'S COOKIES	30	Registered	United Biscuits (UK)
12317	United Kingdom	McVITIE'S CREAMS	30	Registered	United Biscuits (UK)
12318	United Kingdom	McVITIE'S VIP CLUB	16, 30	Registered	United Biscuits (UK)
12368	United Kingdom	McVITIE'S VIP CLUB word only	16, 30	Registered	United Biscuits (UK)
12202	United Kingdom	Protect the Penguins (logo)	16, 30	Registered	United Biscuits (UK)
12252	United Kingdom	McVITIE'S MINI (2010 stylised)	30	Registered	United Biscuits (UK)
12332	United Kingdom	One Nibble and you're HobNobbed	16, 30	Registered	United Biscuits (UK)
12651	United Kingdom	McVITIE'S BREAKFAST (colour series of 3)	30	Registered	United Biscuits (UK)
12909	United Kingdom	JACOB'S LUNCHTIME	30	Registered	United Biscuits (UK)
12915	United Kingdom	JACOB'S	28	Registered	United Biscuits (UK)
12395	United Kingdom	GO AHEAD CLUSTERBITES	29, 30	Registered	United Biscuits (UK)
12904	United Kingdom	McVITIE'S CHOC STICKS	30	Registered	United Biscuits (UK)
12402	United Kingdom	QUIRKS	30	Registered	United Biscuits (UK)
12670	United Kingdom	PIRATE CREW	30	Registered	United Biscuits (UK)
12698	United Kingdom	JUNGLE FRIENDS	30	Registered	United Biscuits (UK)

12699	United Kingdom	McVITIE'S FRUIT BAKES (2012 India pack)	30	Registered	United Biscuits (UK)
12681	United Kingdom	VICTORIA	30	Registered	United Biscuits (UK)
12708	United Kingdom	McVITIE'S BISCUIT BUDDY	21, 30	Registered	United Biscuits (UK)
12720	United Kingdom	PENNYWISE	30	Registered	United Biscuits (UK)
12754	United Kingdom	MEREDITH & DREW	28	Registered	United Biscuits (UK)
12762	United Kingdom	McVITIE'S TASTIES	30	Registered	United Biscuits (UK)
12729	United Kingdom	McVITIE'S JUNIOR (logo)	30	Registered	United Biscuits (UK)
12784	United Kingdom	CRAWFORD'S (2013 logo)	30	Registered	United Biscuits (UK)
12839	United Kingdom	JAFFA CAKES (2006 pack)	16 21 25, 28	Registered	United Biscuits (UK)
12849	United Kingdom	JAFFA CAKES The Big One	30	Registered	United Biscuits (UK)
12864	United Kingdom	Penguin 2013 Logo	16, 30	Pending	United Biscuits (UK)
12883	United Kingdom	McVITIE'S BISCUIT BUDDY	16, 21	Pending	United Biscuits (UK)

# Patent List

Title	Publication Number	Publication Date	Applicant(s)	Priortly Number
Biscuit snacks	CN1074805 (A)	04/08/1993	UNITED BISCUITS LTD [GB]	CN1992100664 19920130
BAKING PRODUCT AND ITS PRODUCTION	AT101095 (T)	15/02/1994	UNITED BISCUITS LTD [GB]	EP19890311491 19891107 GB19880025999 19881107
Baked products with shelf stable texture	GB2272358 (B), GB2272358 (A)	18/05/1994	UNITED BISCUITS LTD [GB]	GB19930022406 19931029 GB19910010445 19910514 WO1992GB00872 19920514
Mini jaffas pod sealed by one film	GB2298840	23/11/1994	UNITED BISCUITS LTD (GB)	
FOOD PRODUCTS	NO950223 (A)	20/01/1995	UNITED BISCUITS LTD [GB]	GB19920015493 19920721 GB19930004424 19930304 WO1993GB01517 19930720
Sales display device	EP0653285 (B1), EP0653285 (A1)	17/05/1995	UNITED BISCUITS LTD [GB]	GB19930023530 19931115
Food product manufacture	US5419903 (A)	30/05/1995	UNITED BISCUITS LTD [GB]	GB19900026991 19901212 WO1991GB02213 19911212
Lattice biscuits process for producing baked food products	EP0763978	09/06/1995	UNITED BISCUITS LTD (GB)	
Methods for making filled extruded food products	DK60096 (A)	02/07/1996	UNITED BISCUITS LTD [GB]	GB19930024171 19931124 WO1994GB02569 19941123
Heating food articles	IE69395 (B1), IE891056 (L)	18/09/1996	STOLLE RES & DEV [US]	US19880177223 19880404
Heating food articles	WO9635626 (A1)	14/11/1996	UNITED BISCUITS LTD [GB]	GB19950009617 19950512

				GB19950011916 19950612
Food product manufacture	GB2300853 (A)	20/11/1996	UNITED BISCUITS LTD [GB]	GB19950010033 19950518
Biscuit manufacture	FI964912 (A)	09/12/1996	UNITED BISCUITS LTD [GB]	GB19940011664 19940610 WO1995GB01351 19950609
Biscuit manufacture	FI964911 (A)	09/12/1996	UNITED BISCUITS LTD [GB]	GB19940011694 19940610 WO1995GB01350 19950609
Biscuit manufacture	PL171399 (B1)	30/04/1997	UNITED BISCUITS LTD [GB]	WO1993GB00075 19930114 GB19920000721 19920114
BISCUIT MANUFACTURE	GB2314753 (B), GB2314753 (A)	14/01/1998	UNITED BISCUITS LTD [GB]	WO1996GB01179 19960517 GB19970023401 19960517 GB19950010178 19950519 GB19960004487 19960301
BISCUIT MANUFACTURE	GB2319517 (A)	27/05/1998	UNITED BISCUITS LTD [GB]	GB19970025975 19960809 GB19960016748 19960809
Manufacture of articles such as sandwich biscuits	GB2324978 (B), GB2324978 (A)	11/11/1998	UNITED BISCUITS LTD [GB]	GB19970009017 19970503
Moulded packaging for confectionery	US5919039 (A)	06/07/1999	UNITED BISCUITS LTD [GB]	GB19950006337 19950328 WO1996GB00728 19960327
FOOD HEATING METHOD AND APPARATUS	HU9902877 (A3), HU9902877 (A2)	28/12/1999	UNITED BISCUITS (UK) LTD , WEST DRAYTON, MIDDLESEX	HU19990002877 19970807
BN Cake turning - method of turning a sheet	GB2394393	10/02/2000	UNITED BISCUITS LTD (GB)	
BN Cake turning - method of turning	GBP2359004	10/02/2000	UNITED BISCUITS LTD (GB)	

Individual pieces				
Conveyor weighing assembly and associated method.	GB2343438 (A), GB2343438 (B)	10/05/2000	UNITED BISCUITS LTD [GB]	GB19980023438 19981026
Radiant heat cooking apparatus	GB2347338 (B); GB2347338 (A)	06/09/2000	UNITED BISCUITS LTD [GB]	GB19990004915 19990303
Measurement of food material properties	US6264362 (B1)	24/07/2001	UNITED BISCUITS LTD [US]	GB19960017912 19960828 WO1997GB02126 19970807
Measurement of moisture content	EP1123883 (A1)	16/08/2001	UNITED BISCUITS LTD [GB]	GB20000003105 20000210
Treatment of seeds for foodstuffs	EP1195587 (B1), EP1195587 (A1), EP1195587 (B8)	10/04/2002	UNITED BISCUITS LTD [GB]	GB20000024702 20001009
Treating rice	GB2376658 (A), GB2376658 (B)	24/12/2002	UNITED BISCUITS LTD [GB]	GB20010014018 20010608
Defrosting frozen articles	GB2388832 (A), GB2388832 (B)	26/11/2003	UNITED BISCUITS LTD [GB]	GB20020007953 20020405
Coffee cup lid - with separate compartments	GBP2410245	22/12/2003	UNITED BISCUITS LTD (GB)	
Cocoa solids substitute	GB2391323 (A)	04/02/2004	UNITED BISCUITS LTD [GB]	GB20020017397 20020726
Moulding Confectionery	NL1024977 (C1)	22/07/2004	UNITED BISCUITS LTD [GB]	GB20020028685 20021209
PRODUCTION OF EDIBLE PRODUCT	NL1024976 (C1)	22/07/2004	UNITED BISCUITS LTD [GB]	GB20020028679 20021209
Edible products	EP1455171 (A1)	08/09/2004	UNITED BISCUITS LTD [GB]	GB20030004790 20030303
DISPLAY ARRANGEMENTS	GB2399183 (B); GB2399183 (A)	08/09/2004	UNITED BISCUITS LTD [GB]	GB20030002297 20030131
SALT BED COOKING	GB2403287 (B), GB2403287 (A)	29/12/2004	UNITED BISCUITS LTD [GB]	GB20030014482 20030620
SURFACE POSITION DETECTOR	EP1595811 (A1)	16/11/2005	UNITED BISCUITS LTD [GB]	GB20040010506 20040511
BISCUIT PACKAGING	GB2414157 (B), GB2414157 (A)	23/11/2005	UNITED BISCUITS LTD [GB]	GB20040011407 20040521
BISCUIT	BE1015980 (A6)	06/12/2005	UNITED BISCUITS LTD	GB20030029634

MANUFACTURE AND PACKAGING			[GB]	20031222
THICKNESS MEASUREMENT	USD519832 (S1)	02/05/2006	UNITED BISCUITS LTD [GB]	EM20040190947F 20040610
MEASUREMENT OF THE POSITION OF A SURFACE	GB2436728 (A), GB2436728 (B)	03/10/2007	UNITED BISCUITS LTD [GB]	GB20060006559 20060331
SANDWICH MAKING MACHINES	GB2449886 (B), GB2449886 (A)	10/12/2008	UNITED BISCUITS LTD [GB]	GB20070010851 20070606
EXTRUDING CIRCULAR LAYERS	GB2475443 (B), GB2475443 (A)	18/05/2011	UNITED BISCUITS LTD [GB]	GB20060006559 20060331 GB20070006169 20070329
IMPROVEMENTS IN OR RELATING TO SANDWICH MAKING MACHINES	GB2483020 (A), GB2483020 (B)	22/02/2012	UNITED BISCUITS LTD [GB]	GB20110020325 20070606
Apparatus for varying the lateral relative position of a plurality of travelling objects	GB2494068 (A), GB2494068 (B)	27/02/2013	UNITED BISCUITS LTD [GB]	GB20080014219 20080804
Filling cream buns	GB2497326 (A)	12/06/2013	UNITED BISCUITS LTD [GB]	GB20110021021 20111207

**SCHEDULE 5**  
**FORM OF NOTICE OF ASSIGNMENT**

To [Party to Assigned Contract]

[Date]

Address

- 1 J P Morgan Europe Limited (the "Security Agent") and [•] (the "Chargor") give notice that, by an assignment contained in a Security Document dated [ ] between the Chargor and the Security Agent, the Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the contracts listed below (the "Assigned Contracts"), including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts

**Assigned Contracts**

[description of Assigned Contract]

- 2 You may continue to deal with the Chargor in relation to the Assigned Contract until you receive written notice from the Security Agent. After receipt of such notice you must pay all monies to which the Chargor is entitled under the Assigned Contract direct to the Security Agent (or as the Security Agent directs)
3. Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with it
- 3 1 the Chargor shall remain liable to perform all its obligations under each Assigned Contract, and
- 3 2 neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Assigned Contract
- 4 The Chargor shall remain entitled to exercise all its rights, powers and discretions under each Assigned Contract, except that the Chargor shall not and you agree that the Chargor shall not amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Assigned Contract or exercise any right to rescind, cancel or terminate any Assigned Contract or give any consent under any Assigned Contract without the prior written consent of the Security Agent or where such amendment, variation or waiver does not materially and adversely affect the interest of any lender providing financing in relation to the transaction under the Assigned Contract, and
- 4 1 you should continue to give notices under each Assigned Contract to the Chargor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs
- 5 Please acknowledge receipt of this Notice of Assignment and confirm that



- 5 1 you have not claimed or exercised nor do you currently have any outstanding rights to claim or exercise,
- 5 2 you do not have and will not claim or exercise any set-off or counterclaim in respect of any Assigned Contract,
- 5 3 you have not received any other notice of any assignment or charge of any Assigned Contract or of any other interest of any third party in any Assigned Contract, and
- 5 4 you will comply with the other provisions of this Notice of Assignment
- 6 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 7 This Notice of Assignment and your acknowledgement shall be governed by and construed in accordance with English law

For and on behalf of  
[•]  
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 5 of the Notice of Assignment

For and on behalf of  
[Party to Assigned Contract]  
Date

**SCHEDULE 6**  
**INVESTMENTS**

<b>Chargor</b>	<b>Name of Company in which shares are held</b>
United Biscuits Holdco Limited	United Biscuits Holdco 2 Limited
United Biscuits Holdco 2 Limited	United Biscuits Bidco Limited
United Biscuits Bidco Limited	Regentrealm Limited
Regentrealm Limited	Finalrealm Limited
Finalrealm Limited	United Biscuits Holdings Limited
United Biscuits (UK) Limited	UN Germany GmbH UB Snackfoods Ireland Limited The Jacob's Bakery Limited UB Italy S r l
UB Overseas Limited	United Biscuits France S A S UB Humber Limited KP Ireland Limited (50%) UB Investments B V (in the process of liquidation)

**SCHEDULE 7**  
**FORM OF NOTICE OF CHARGE OF BANK ACCOUNTS**

To [Institution where Charged Account is held]

[Date]

Address

- 1 J P Morgan Europe Limited (the "**Security Agent**") and United Biscuits Holdco Limited, United Biscuits Holdco 2 Limited United Biscuits Bidco Limited[, Regentrealm Limited, Finalrealm Limited, UB Humber Limited, United Biscuits (UK) Limited, UB Foods US Limited, UB Overseas Limited], (each a "**Chargor**" and together the "**Chargors**") give notice that, by a charge contained in a Fixed and Floating Security Document dated [•] between the Chargors and the Security Agent, each Chargor granted to the Security Agent by first fixed charge over all its present and future right, title and interest in and to the accounts with you listed below (the "**Charged Accounts**") including all moneys which may at any time be standing to the credit of any Charged Account

**Name of Account**

**Account Number**

[ ]

[ ]

[ ]

[ ]

[ ]

[ ]

- 2 Upon notification in writing to you by the Security Agent that an Enforcement Event (as defined in the Fixed and Floating Security Document) has occurred all payments under or arising from the Charged Accounts shall be made to the Security Agent (or to its order) Until such notification from the Security Agent, all such payments may continue to be made to each Chargor
- 3 You agree
- 3 1 to disclose to the Security Agent such information relating to any Charged Account as the Security Agent may from time to time request upon the occurrence of an Event of Default, and
- 3 2 not to claim or exercise any security interest in, set-off, counterclaim or other rights in respect of any Charged Account
- 4 This authority and instruction is irrevocable without the prior written consent of the Security Agent

Please acknowledge receipt of this Notice of Charge, and confirm that you will pay all moneys as directed by or pursuant to this Notice of Charge and will comply with the other provisions of this Notice of Charge, by signing the acknowledgement on the attached copy of this Notice of Charge and returning that copy to the Security Agent at [ ], marked for the attention of [ ]

For and on behalf of  
United Biscuits Holdco Limited  
as Chargor

For and on behalf of  
United Biscuits Holdco 2 Limited  
as Chargor

For and on behalf of  
United Biscuits Bidco Limited  
as Chargor

For and on behalf of  
Regentrealm Limited  
as Chargor

For and on behalf of  
Finalrealm Limited  
as Chargor

For and on behalf of  
UB Humber Limited  
as Chargor

For and on behalf of  
United Biscuits (UK) Limited  
as Chargor

For and on behalf of  
UB Foods US Limited  
as Chargor

For and on behalf of  
UB Overseas Limited  
as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Charge of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of charge or notice that any other person claims any rights in respect of any Charged Account.

For and on behalf of [Institution where Bank Account is held]

Date

**SCHEDULE 8**  
**FORM OF NOTICE OF ASSIGNMENT OF INSURANCES**

To [The Insurers] [Date]

Address

J P Morgan Europe Limited (the "**Security Agent**") and United Biscuits Holdco Limited, United Biscuits Holdco 2 Limited, United Biscuits Bldco Limited[, Regentrealm Limited, Finalrealm Limited, UB Humber Limited, United Biscuits (UK) Limited, UB Foods US Limited, UB Overseas Limited], (each a "**Chargor**" and together the "**Chargors**") give notice that by an assignment contained in a Fixed and Floating Security Document dated [ ] between the Chargors and the Security Agent, each Chargor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the following insurances, [ ] and [ ] (the "**Insurances**")

**1 Insurances Other Than Third Party Insurance**

Upon notification in writing to you by the Security Agent that an Enforcement Event (as defined in the Fixed and Floating Security Document) has occurred all payments under or arising out of the Insurances shall be paid to (or to the order of) the Security Agent. Until such notification from the Security Agent, all such payments may continue to be made to each Chargor.

**2 Irrevocable Authority**

This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Please acknowledge receipt of this Notice of Assignment, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this Notice of Assignment, by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [ ], marked for the attention of [ ]

..

For and on behalf of  
United Biscuits Holdco Limited  
as Chargor

For and on behalf of  
United Biscuits Holdco 2 Limited  
as Chargor

....

For and on behalf of  
United Biscuits Bidco Limited  
as Chargor

[  
For and on behalf of  
Regentrealm Limited  
as Chargor]

[  
For and on behalf of  
Finalrealm Limited  
as Chargor]

[  
For and on behalf of  
UB Humber Limited  
as Chargor]

[  
For and on behalf of  
United Biscuits (UK) Limited  
as Chargor]

[  
For and on behalf of  
UB Foods US Limited  
as Chargor]

[  
For and on behalf of  
UB Overseas Limited  
as Chargor]

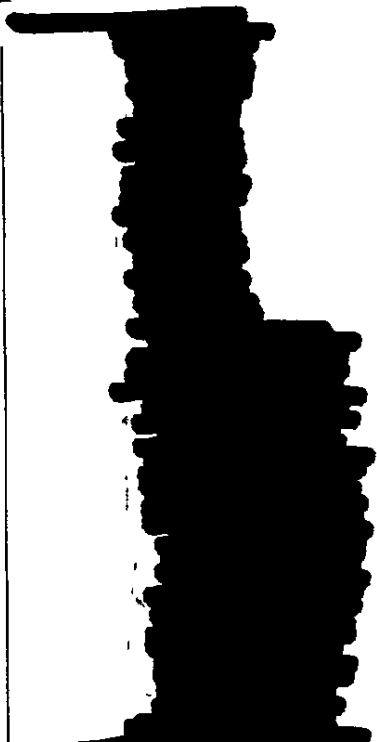
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We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

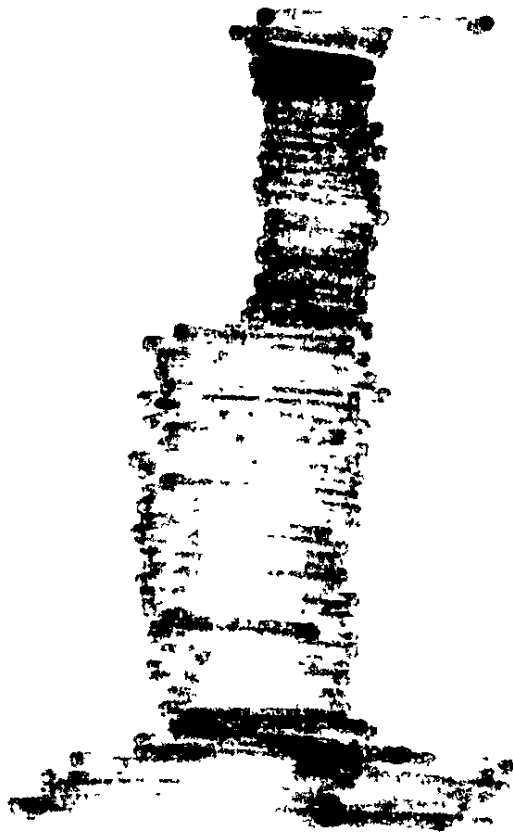
For and on behalf of  
[The Insurers]

Date

**SCHEDULE 9**  
**BANK ACCOUNTS**

CHARGOR	BANK	BRANCH	SORT CODE	ACCOUNT
United Biscuits UK Limited	Royal Bank of Scotland	London Corporate Service Centre, PO Box 39952 2 ½ Devonshire Square London EC2M 4XJ		
United Biscuits UK Limited	Barclays Bank	London Corporate Banking Strand London WC2R		





**SCHEDULE 10**  
**INTRA-GROUP LOANS**

<b>LENDER</b>	<b>BORROWER</b>	<b>AMOUNT</b>
United Biscuits Bidco Limited	Solvecorp Limited	£708,000,000
	Finalrealm Limited	£729,000,000
	United Biscuits Finance Limited	£478,000,000
United Biscuits (UK) Limited	United Biscuits Holdings Limited	£398,000,000
	Regentrealm Limited	£94,000,000
	Finalrealm Limited	£944,000,000
	United Biscuits Finance Limited	£15,000,000
	United Biscuits Investments Limited	£104,400,000
	United Biscuits Holdco Limited	£251,000,000
	United Biscuits Group Investments Limited	£18,100,000
	Runecorp Limited	£800,000
	United Biscuits France S A S	£4,500,000
UB Humber Limited	United Biscuits Holdings Limited	£73,500,000
	United Biscuits (UK) Limited	£520,300,000
	Deluxestar Limited	£351,000,000
	UB Overseas Limited	£58,000,000
UB Foods US Limited	United Biscuits (UK) Limited	£392,000,000
	UB Overseas Limited	£87,000,000
UB Overseas Limited	United Biscuits Bidco Limited	£237,000,000
	United Biscuits (UK) Limited	£36,000,000
United Biscuits Holdco Limited	United Biscuits Holdco 2 Limited	£1,384,000,000
United Biscuits Holdco 2 Limited	United Biscuits Bidco Limited	£1,089,000,000
	United Biscuits (UK) Limited	£53,000,000
	United Biscuits Dutcho B V	£217,400,000

SIGNATURE PAGES TO THE DEBENTURE

Executed and delivered as a DEED by  
UNITED BISCUITS HOLDCO LIMITED acting by  
a Director in

the presence of,

...

Name. KASHIF QURAISHI

Address

Occupation TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
UNITED BISCUITS HOLDCO 2 LIMITED acting by  
a Director in

the presence of

...

Name KASHIF QURAISHI

Address:

Occupation. TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
UNITED BISCUITS BIDCO LIMITED acting by  
a Director in

the presence of

.....

Name: KASIF QURASHI

Address:

Occupation: TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
REGENTREALM LIMITED acting by  
a Director in

the presence of

.....

Name: KASIF QURASHI

Address:

Occupation: TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
FINALREALM LIMITED acting by

a Director in

the presence of

.....

Name: KASHIF QURASHI

Address:

Occupation: TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
UB HUMBER LIMITED acting by

a Director in

the presence of

.....

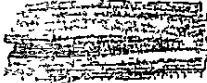
Name: KASHIF QURASHI

Address

Occupation: TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
UNITED BISCUITS (UK) LIMITED acting by  
a Director In

the presence of



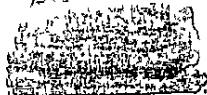
Name KASHIF QURASHI

Address: [Redacted]  
[Redacted]  
[Redacted]

Occupation: TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
UB FOODS US LIMITED acting by  
a Director In

the presence of



Name KASHIF QURASHI

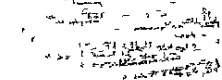
Address: [Redacted]  
[Redacted]  
[Redacted]

Occupation: TAX & TREASURY CONTROLLER

Executed and delivered as a DEED by  
UB OVERSEAS LIMITED acting by

a Director in

the presence of



Name: KASHIF QURAISHI

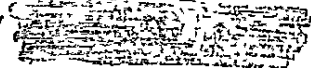
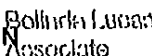
Address,



Occupation: TAX & TREASURY CONTROLLER

A16770435

SIGNED by

for and on behalf of J.P. MORGAN   
EUROPE LIMITED   
Associate

A16770436