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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395 00400107
Particulars of a mortgage or charge

395

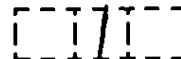
**A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06305253

Name of company

* Cucina Finance (UK) Limited (the "Chargor")

Date of creation of the charge

12 September 2007

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

5 A debenture made by the Chargor and Cucina Acquisition (UK) Limited in
favour of Barclays Bank PLC (the "Interim Security Agent") dated 12
September 2007 (the "Debenture")

Amount secured by the mortgage or charge

Please see Schedule 2

Please see Schedule 1 for defined terms not otherwise defined in this form
395

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

7 Barclays Bank PLC, 5 North Colonnade, London (as the Interim Security
Agent)

Postcode E14 4BB

Presenter's name address and
reference (if any)

Clifford Chance LLP
~~10 Upper Bank Street~~
~~London~~
~~E14 5JJ~~

(via CH London Counter)

Time critical reference

KDH/70-40298782 910831

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD4

L0911T4T

20/09/2007

447

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 3

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

01
GS

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date 20 September 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Continuation Sheet to Form 395

Schedules to Form 395 relating to the Debenture entered into by Cucina Finance (UK) Limited (Company number: 06305253) dated 12 September 2007.

SCHEDULE 1

DEFINITIONS

In this form 395

"Account" means the Barclays Account and any other account opened or maintained by a Chargor with the Interim Security Agent or any other bank or financial institution (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Assigned Account" means any Account that may from time to time be identified in writing as an Assigned Account by the Interim Security Agent

"Barclays Account" means the account with account number 70804223 with sort code 20-02-62 (and any renewal or redesignation of such account) maintained with Barclays Bank PLC by the Borrower

"Borrower" means Cucina Acquisition (UK) Limited

"Charged Property" means all the assets and undertaking of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Interim Security Agent by or pursuant to this Debenture and any Mortgage

"Collateral Rights" means all rights, powers and remedies of the Interim Security Agent provided by or pursuant to this Debenture or any Mortgage or by law.

"Enforcement Event" means a Major Default in respect of which the Interim Facility Agent has served notice under or pursuant to Clause 14.3 (*Consequences of Major Default*) of the Interim Facilities Agreement

"Fee Letter" means the letter dated on or about the date of the commitment letter from the arrangers to Cucina Acquisition (UK) Limited and countersigned by Cucina Acquisition (UK) Limited specifying certain fees to be paid in connection with the Interim Facility

"Insurance Policy" means any policy of insurance in which a Chargor may from time to time have an interest

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Interim Documents" means each of the Interim Facilities Agreement, the Fee Letter, and the Security Documents and any other document designated as such in writing by the Interim Facility Agent and Cucina Acquisition (UK) Limited

"Interim Facility" means each loan facility made available in accordance with the Interim Facilities Agreement.

"Interim Facilities Agreement" means the interim facilities agreement dated 12 July 2007 made between, among others, the Chargors, Barclays Bank PLC as interim facility agent and interim security agent and Barclays Bank PLC and JP Morgan Chase Bank, N A as interim lenders

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of any Chargor or by any Interim Security Agent, trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Interim Security Agent, trustee, nominee, fiduciary or clearance system)

"Material Contract" means any written contract to which any Chargor is a party, in respect of which the breach, cancellation or failure to renew that contract could reasonably be expected to have a Material Adverse Effect

"Monetary Claims" means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor)

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 7 of the Debenture (*Further Assurance*).

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 3 (*Form of Notice of Assignment*) of the Debenture or in such other form as may be agreed between the Interim Security Agent and a Chargor.

"Parent" means Cucina Finance (UK) Limited

"Real Property" means

- (a) any freehold, leasehold or immovable property, and

- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset

- (c) the proceeds of sale of any part of that asset,
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (e) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (f) any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all obligations covenanted to be discharged by each Chargor in Clause 2 1 of the Debenture (*Covenant to Pay*)

"Secured Parties" means the Interim Security Agent, any Receiver, the Interim Facilities Agent and each Interim Lender from time to time party to the Interim Facilities Agreement

"Security Documents" means

- (a) the debenture from Cucina Holdings (UK) Limited securing all of its assets, and
- (b) the debenture from Cucina Acquisition (UK) Limited securing all of its assets

"Shares" means all of the shares in the capital of each of the companies specified in Column B of the table set out in Schedule 2 (*Details of Shares*) held by, to the order or on behalf of each company specified in relation thereto in Column A of the table set out in Schedule 2 (*Details of Shares*) at any time

"Specific Contracts" means the Acquisition Documents (other than any disclosure letters) and any Material Contract

"Subordination Agreement" means the subordination agreement dated on or around the date hereof and made between the Chargors and Barclays Bank PLC as interim security agent

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of each Chargor's stock in trade or work in progress) and all Related Rights

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Chargor has covenanted and undertaken with the Interim Security Agent as interim security agent for the Secured Parties that it shall on demand of the Interim Security Agent discharge all obligations which each Chargor may at any time have to the Interim Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Interim Documents (including this Debenture and any Mortgage) including any liability in respect of any further advances made under the Interim Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each Chargor shall pay to the Interim Security Agent when due and payable every sum at any time owing, due or incurred by each Chargor to the Interim Security Agent (whether for its own account or as interim security agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **provided that** neither such covenant or undertaking nor the security constituted by this Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**")

(4)
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SCHEDULE 3

SHORT PARTICULARS OF THE PROPERTY CHARGED

In the Debenture the Chargor

1 FIXED CHARGES

1 1 charged with full title guarantee in favour of the Interim Security Agent as interim security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in each Chargor at the date of this Debenture shall be a charge by way of legal mortgage) all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

1 1 1 the Real Property,

1 1 2 the Tangible Moveable Property,

1 1 3 the Accounts,

1 1 4 the Intellectual Property,

1 1 5 any goodwill and rights in relation to the uncalled capital of each Chargor,

1 1 6 the Investments,

(a) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and

(b) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture

2 ASSIGNMENTS

assigned and agreed to assign absolutely with full title guarantee to the Interim Security Agent as interim security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all that Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

2 1 the proceeds of any Insurance Policy and all Related Rights,

2 2 all rights and claims in relation to any Assigned Account, and

2 3 the Specific Contracts

3 FLOATING CHARGE

- 3 1 with full title guarantee charged in favour of the Interim Security Agent as interim security agent for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor
- 3 2 The floating charge created by paragraph 3 1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Interim Documents in favour of the Interim Security Agent as interim security agent for the Secured Parties as security for the Secured Obligations
- 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 (*Floating Charge*)

4 FURTHER ASSURANCE

The Debenture contains covenants for further assurance

5 NEGATIVE PLEDGE

The Debenture contains a negative pledge

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06305253

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th SEPTEMBER 2007 AND CREATED BY CUCINA FINANCE (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO BARCLAYS BANK PLC (AS THE INTERIM SECURITY AGENT) (WHETHER FOR ITS OWN ACCOUNT OR AS SECURITY AGENT FOR THE SECURED PARTIES) OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'JL' followed by a flourish.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES