

# MR01

## Particulars of a charge



**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)

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☒ **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  
an instrument Use form MR08

WEDNESDAY



\*L39UIOMH\*

LD6

11/06/2014

#62

COMPANIES HOUSE

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 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. This will be scanned and placed on the public record

### 1 Company details

Company number 0 6 3 0 5 2 5 3

Company name in full Cucina Finance (UK) Limited

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 8 0 5 2 0 1 4

### 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 Barclays Bank plc

as Security Agent (as trustee for the Secured Parties)

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

N/a

5

**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)

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### Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

# MR01

## 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 **James Groves**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 3422**



### 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**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ 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)**



**FILE COPY**

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

Company number: 6305253

Charge code: 0630 5253 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by CUCINA FINANCE (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014

A handwritten signature in black ink, appearing to be 'J. K.' or similar.

Given at Companies House, Cardiff on 16th June 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

EXECUTION VERSION

DATED 28 MAY 2014

CUCINA FINANCE (UK) LIMITED  
AS COMPANY

IN FAVOUR OF

BARCLAYS BANK PLC  
AS SECURITY AGENT


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SUPPLEMENTAL DEED OF CHARGE  
EXECUTED IN CONNECTION WITH THE  
SENIOR FACILITIES AGREEMENT ORIGINALLY  
DATED 12 OCTOBER 2007

SUPPLEMENTAL TO A SHARE CHARGE DATED  
12 OCTOBER 2007 AND A SUPPLEMENTAL DEED  
OF CHARGE DATED 21 NOVEMBER 2013

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We hereby certify that, save for material redacted  
pursuant to s 859G of the Companies Act 2006, this  
is a true copy of the original

Signed 

Date 11 June 2014  
Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

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**THIS SUPPLEMENTAL DEED OF CHARGE** (the "**Supplemental Charge**") is made by way of deed on 28 May 2014

**BY**

- (1) **CUCINA FINANCE (UK) LIMITED** registered in England and Wales with company number 6305253 (the "**Company**"), in favour of
- (2) **BARCLAYS BANK PLC** as security agent and trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Intercreditor Agreement).

**RECITALS:**

- (A) Certain Lenders made certain facilities available to (amongst others) Cucina Acquisition (UK) Limited pursuant to the Facilities Agreement
- (B) By virtue of the Original Security Documents the Company created security over the Charged Property (as defined in each of the Original Security Documents) in respect of the Secured Obligations and the Amended Secured Obligations (as defined in the First Supplemental Charge)
- (C) Brakes Capital (in its capacity as an E Facility Lender under the Facilities Agreement) has agreed to make further financing available to the Borrowers through the advance of (i) an E Facility Loan to be made under the Increased E Facility Tranche 1, and (ii) an E Facility Loan to be made under E Facility Tranche 2, pursuant to the E Facility Commitment Notices and the terms of the Facilities Agreement (the "**New Financing**")
- (D) The Company wishes to confirm the existing security created pursuant to the Original Security Documents and grant security over the Charged Property (as defined in each of the Original Security Documents) to secure its obligations to the Secured Parties under the Facilities Agreement and as amended in connection with the New Financing
- (E) This Supplemental Charge is supplemental to the Original Security Documents

**IT IS AGREED** as follows

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Supplemental Charge

"**Amended Secured Obligations**" means the Secured Obligations (as defined in the Original Share Charge) and the Amended Secured Obligations (as defined in the First Supplemental Charge) and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the date of each E Facility



Commitment Notice and including, for the further avoidance of doubt, the E Term Loan Facility Obligations

**"Charged Property"** means the assets of the Company charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge

**"E Facility Commitment Notice Tranche E1"** means the E Facility Commitment Notice in respect of E Facility Tranche 1 and which establishes the Increased E Facility Tranche 1, increasing the E Facility Tranche 1 from £200,000,000 by an additional £ 257,000,000.00, dated 22 May 2014 and from Cucina Acquisition (UK) Limited (as original borrower) and Brakes Capital to Barclays Bank PLC as Facility Agent and Security Agent

**"E Facility Commitment Notice Tranche E2"** means the E Facility Commitment Notice in respect of E Facility Tranche 2, for the amount of € 150,000,000.00, dated 22 May 2014 and from Cucina Acquisition (UK) Limited (as original borrower) and Brakes Capital to Barclays Bank PLC as Facility Agent and Security Agent

**"E Facility Commitment Notices"** means the E Facility Commitment Notice Tranche E1 and the E Facility Commitment Notice Tranche E2

**"E Facility Tranche 1"** means the tranche of the E Term Loan Facility established pursuant to the Original E Facility Commitment Notice.

**"E Facility Tranche 2"** means the tranche of the E Term Loan Facility established pursuant to the E Facility Commitment Notice Tranche E2

**"E Term Loan Facility Obligations"** means all money, obligations or liabilities due, owing or incurred to any E Facility Lender or other Secured Party in respect of the E Term Loan Facility (including, without limitation, in respect of the amounts made available pursuant to the E Facility Commitment Notices) at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, and regardless of the quantum of such amount and the date at which any such amount is incurred, and regardless of the fact that the quantum of such obligations are not capable of being determined as at the date of this Agreement

**"Effective Date"** means the first date on which either (i) the E Facility Commitment Date under the E Facility Commitment Notice Tranche E1 occurs, or (ii) the E Facility Commitment Date under the E Facility Commitment Notice Tranche E2 occurs.

**"Facilities Agreement"** means the senior facilities agreement dated 12 October 2007 (as amended on 10 December 2007 and on 11 July 2008 and as amended and restated on 30 November 2012 and 21 November 2013 and as further amended on 24 December 2013) between, amongst others, Cucina Acquisition (UK) Limited as Original Borrower and Original Guarantor and Barclays Bank PLC as Facility Agent and Security Agent (as amended from time to time)

**"First Supplemental Charge"** means the supplemental deed of charge dated 21 November 2013, supplemental to the Original Share Charge, between the Company and the Security Agent

**"Increased E Facility Tranche 1"** means the tranche of the E Term Loan Facility established pursuant to the Original E Facility Commitment Notice (as amended by the E Facility Commitment Notice Tranche E1)

**"Original Share Charge"** means the share charge dated 12 October 2007 between the Company and the Security Agent

**"Original E Facility Commitment Notice"** means the commitment notice dated 22 November 2013 from Cucina Acquisition (UK) Limited and Brakes Capital to Barclays Bank PLC as Facility Agent and Security Agent relating to the E Facility Tranche 1

**"Original Security"** means the Security Interests created under the Original Security Documents

**"Original Security Documents"** means the Original Share Charge and the First Supplemental Charge

## **1 2 Terms defined in other Finance Documents**

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Share Charge or the Facilities Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge

## **1 3 Construction**

1 3 1 The rules of construction set out in clause 1.2 (*Construction*) of the Original Share Charge shall apply to the construction of this Supplemental Charge

1 3 2 In this Supplemental Charge any reference to the "Security Agent", the "Company", the "Agent" or the "Secured Parties" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests

1 3 3 From the Effective Date the Original Security Documents shall be read and construed as one document with this Supplemental Charge

1 3 4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge

## **1 4 Third Party Rights**

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

## 2 CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, the Company confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the provision of further financing pursuant to the E Facility Commitment Notices and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Facilities Agreement)

## 3 SUPPLEMENTAL SECURITY

### 3 1 Fixed Charges

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, the Company charges with full title guarantee in favour of the Security Agent as security agent and trustee for the Secured Parties as continuing security for the payment and discharge of the Amended Secured Obligations, by way of fixed charge the Charged Portfolio

## 4 NEGATIVE PLEDGE AND DISPOSALS

### 4 1 Negative Pledge

The Company undertakes that it shall not, at any time during the subsistence of this Supplemental Charge, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Facilities Agreement

### 4 2 No Disposal of Interests

The Company undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Supplemental Charge, except as permitted pursuant to the Facilities Agreement or by this Clause 4, enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, without the prior consent of the Security Agent

## 5 MISCELLANEOUS

### 5 1 Incorporation of terms

The provisions of Clauses 2 (*Payment of Secured Obligations*), 4 (*Perfection of Security*), 5 (*Further Assurance*), 7 (*Shares and Investments*), 8 (*Representations and General Undertakings*), 9 (*Enforcement of Security*), 10 (*Extension and Variation of the Law of Property Act 1925*), 11 (*Appointment of Receiver or Administrator*), 12 (*Powers of Receiver*), 13 (*Application of Monies*), 14 (*Protection of Purchasers*), 15 (*Power of Attorney*), 16 (*Effectiveness of Security*), 17 (*Release of Security*), 18 (*Subsequent Security Interests*), 19 (*Assignment*), 20 (*Notices*), 21 (*Expenses, Stamp Taxes and Indemnity*), 22 (*Payments free of Deduction*), 23 (*Discretion and Delegation*), and 26 (*Jurisdiction*) of the Original Share Charge are incorporated into

this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to:

5 1 1 the "**Facility Agreement**" are references to the "Facilities Agreement" (as defined herein);

5 1 2 the "**Secured Obligations**" are references to the "Amended Secured Obligations",

5 1 3 "**Charged Property**" are references to the assets of the Company charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge (and any reference to one or more assets comprising all or part of the Charged Property (as so defined) shall be construed accordingly), and

5 1 4 "**this Agreement**" are references to this Supplemental Charge

## 5 2 **Original Security Documents**

Except insofar as supplemented by this Supplemental Charge, the Original Security Documents shall remain in full force and effect.

## 5 3 **No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Documents shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge

## 5 4 **Counterparts**

This Supplemental Charge 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 Supplemental Charge

## 6 **GOVERNING LAW**

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

**THIS SUPPLEMENTAL CHARGE** has been signed on behalf of the Security Agent and executed as a deed by the Company and is delivered by it on the date specified above

**EXECUTION PAGES TO SUPPLEMENTAL CHARGE**

**The Company**

**EXECUTED as a DEED**  
by **CUCINA FINANCE (UK) LIMITED**  
and signed on its behalf by

Philip Wieland

Name

Director

in the presence of

Witness

Witness name

Thomas Coode - Bate

Witness address

30 St Mary Axe, London EC3A 8AF

Witness occupation

Solicitor

Address

Brakes Head Office, Enterprise House, Eureka Business Park, Ashford,  
Kent, TN25 4AG

Fax

+44 (0)12 3320 6477

**The Security Agent**

**SIGNED** for and on behalf of  
**BARCLAYS BANK PLC**

By



Address 5 The North Colonnade, Canary Wharf, London, E14 4BB

Fax +44 (0) 20 7773 4893

Attention Simon Hickman

James Groves

Clifford Chance LLP

Tel. no 0207006 3422

james.groves@cliffordchance.com