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COMPANIES FORM No 410(Scot)

Particulars of a charge created by a company registered in Scotland

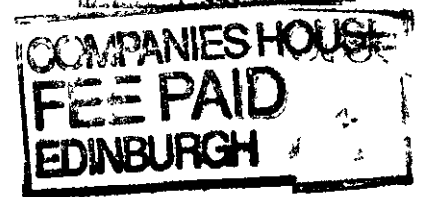
410

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

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985



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

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number

[I I S]

SC026184

Name of company

* United Biscuits (Holdings) Limited (the "Chargor")

Date of creation of the charge (note 1)

14 March 2007

Description of the instrument (if any) creating or evidencing the charge (note 1)

Floating Charge (the "Charge")

Amount secured by the charge

All present and future monies, debts and liabilities due, owing or incurred by the Chargor to any Senior Finance Party or Mezzanine Finance Party under or in connection with any Senior Finance Document or Mezzanine Finance Document (in each case, whether alone or jointly, or jointly or severally, with any other person whether actually or contingently and whether as principal, surety or otherwise)

See Paper Apart for definitions.

Names and addresses of the persons entitled to the charge

J P. Morgan Europe Limited, 125 London Wall, London, EC2Y 5AJ (the "Security Agent")

Presentor's name address telephone
number and reference (if any)
McGrigors LLP

Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

0131 777 7000

For official use (06/2005)
Charges Section



Short particulars of all the property charged

Please do not
write in
this margin

The whole of the property (including uncalled capital) which is or may from time to time, while this Charge is in force, be comprised in the property and undertaking of the Chargor (the "Secured Assets")

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Unless otherwise agreed in writing by the Security Agent and subject to s 464(2) of the Companies Act 1985 this Charge shall rank behind all fixed charges created by the Chargor but in priority to any other security over the Secured Assets except for any security ranking in priority as the result of a Receiver borrowing or raising money whether unsecured or on the security of the Secured Assets

Particulars as to commission, allowance or discount paid (see section 413(3))

n/a

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

Signed *for Macclesfield for M'Glyn LLP* Date 30/3/07

On behalf of ~~XXXXXX~~ [chargee] †

Notes

† delete as
appropriate

1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act (Examples: date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment)

2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered

4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body

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 are to be made payable to **Companies House**

6 The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP 4 Edinburgh 2

Paper Apart

Form 410

United Biscuits (Holdings) Limited

Definitions:

"Agent" means J P Morgan Limited acting in its capacity as agent for the Finance Parties (as defined in the Senior Facilities Agreement), .

"Arrangers" means Barclays Bank PLC, Goldman Sachs International and J P Morgan plc,

"Holdco" means United Biscuits Holdco Limited (registered number 5957557) whose registered office is at Exchange House, Primrose Street, London, EC2A 2HS,

"Mezzanine Facility Agreement" means the £175,000,000 mezzanine facility agreement dated the date of the Senior Facilities Agreement between, among others, United Biscuits Holdco Limited, the Arrangers, and J P Morgan Europe Limited as mezzanine agent,

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, the Interim Documents, the Security Documents, the Hedging Documents, the Hedging Strategy Letter, the Syndication Side Letter, the Intercreditor Agreement, each Accession Document, each Resignation Letter, each Compliance Certificate, each Utilisation Request, each Transfer Certificate, the Fees Letters (each as further defined in the Mezzanine Facility Agreement) and any other document or agreement designated as such by the Agent and the Obligor's Agent,

"Mezzanine Finance Party" means the Finance Parties as defined in the Mezzanine Facility Agreement,

"Obligor's Agent" means Holdco appointed to act on behalf of each Obligor (as further defined in the Senior Facilities Agreement) in relation to the Senior Finance Documents pursuant to clause 31.6 of the Senior Facilities Agreement,

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets under the Charge (whether by the Company or the Court) and includes joint receivers,

"Senior Facilities Agreement" means the senior and second lien agreement dated 10 December 2006 (as amended by an amendment and restatement agreement dated 14 December 2006 and an amendment agreement dated 17 January 2007) between United Biscuits Holdco Limited as Borrower and Guarantor and Barclays Capital, the investment banking division of Barclays Bank PLC, Goldman Sachs International and J P Morgan plc as Arrangers and the Senior Agent,

"Senior Finance Documents" means the Senior Facilities Agreement, the Interim Documents, the Ancillary Documents, the Security Documents, the Hedging Documents, the Hedging Strategy Letter, the Syndication Side Letter, the Intercreditor Agreement, each Accession Document, each Resignation Letter, each Compliance Certificate, each Utilisation Request, each Transfer Certificate, each Letter of Credit and/or Lender Guarantee, the Fees Letter (each as further defined in the Senior Facilities Agreement), and any other document or agreement designated as much by the Agent or Obligor's Agent, and

"Senior Finance Parties" means the Finance Parties as defined in the Senior Facilities Agreement

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 26184

I hereby certify that a charge created by

UNITED BISCUITS (HOLDINGS) LIMITED

on 14 MARCH 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of J.P. MORGAN EUROPE LIMITED

was delivered pursuant to section 410 of the Companies Act, 1985,
on 30 MARCH 2007 given at Companies House, Edinburgh
4 APRIL 2007



C O M P A N I E S H O U S E

