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COMPANIES FORM No. 410(Scot)

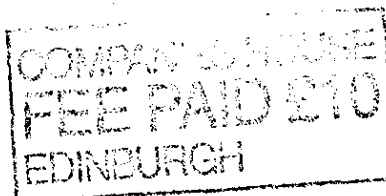
Particulars of a charge created by a company registered in Scotland

410

CHFP001

**A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or
charge**

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

		1
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SC26184



Name of company

*United Biscuits (Holdings) Limited ("the Charging Company")

* insert full name
of company

Date of creation of the charge (note 1)

14th July 2000

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

Security Pledge Agreement ("the Security Agreement")

Amount secured by the charge

The liabilities and indebtedness defined as "indebtedness" in the attached schedule.

Names and addresses of the persons entitled to the charge

Deutsche Bank AG London

Winchester House, 1 Great Winchester Street, London

EC2N 2DB ("the Security Agent")

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

Stuart Russell
Semple Fraser WS
DX GW 337
Glasgow

For official Use
Charges Section

Post room



Short particulars of all the property charged.

The "Securities" as defined in the attached schedule.

Please do not
write in
this margin

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 & any ranking provision (note 2)

N/A

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

N/A

Signed

Seyle Fraser

Date

1st August 2000

On behalf of [company][chargee]†

A fee of £10
is payable to
Companies
House in
respect of
each register
entry for a
mortgage or
charge.
(See note 5)

† delete as
appropriate

Notes

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 U.K., 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 U.K. 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. 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.

Schedule to Form 410

United Biscuits (Holdings) Limited Company No. SC26184

Definitions and Interpretation

The following expressions shall have the following meanings for the purposes of the foregoing Form 410:-

"Companies"	means McVitie and UBI;
"Existing McVitie Shares"	means 2,399,900 Ordinary shares of £1 each in the capital of McVitie;
"Existing UBI Shares"	means 9,999,200 Ordinary shares of £1 each in the capital of UBI;
"Finance Parties"	shall have the meaning ascribed to "Senior Finance Parties" in the Senior Facility Agreement;
"Further McVitie Shares"	means any shares in the capital of McVitie (other than the Existing McVitie Shares) at any time held by the Charging Company;
"Further UBI Shares"	means any shares in the capital of UBI (other than the Existing UBI Shares) at any time held by the Charging Company;
"Indebtedness"	all indebtedness and other liabilities of any nature of the Charging Company due, owing or incurred to the Security Agent and/or any of the other Finance Parties and/or any Receiver under or in connection with the Senior Finance Documents or any of them (including, without limitation, under any amendments supplements or restatements of any of the Senior Finance Documents including any relating to any provision of new or further advances) (whether now existing or arising hereafter and whether originally indebtedness or liabilities to all or any of the Finance Parties and/or any Receiver or any other person or persons) including joint and several indebtedness and liabilities of the Charging Company and any other person, indebtedness and liabilities as guarantor, indemnifier or surety (whether before or after any default by the primary obligor) and contingent indebtedness and liabilities in any currency or currencies, whether present or future, together with all interest accruing thereon (calculated in accordance with Clause 9.4 (<i>Default Interest</i>) of the Senior Facilities Agreement and all costs, charges and expenses incurred in connection therewith to the extent, in each case, that the payment or discharge of any moneys, obligations or liabilities by such Charging Company, if they did constitute part of the liabilities would not constitute

financial assistance as defined in and prohibited by the provisions of Sections 151-158 of the Companies Act 1985 and "Liability" shall be construed accordingly;

"McVitie"	means McVitie & Price (company number SC7907);
"Intercreditor Deed"	shall have the meaning ascribed to it in the Senior Facilities Agreement;
"Investment"	means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment;
"Receiver"	means an administrative receiver, receiver and manager or other receiver appointed in respect of the Securities by the Security Agent (whether appointed pursuant to this Agreement, pursuant to any Statute, by a court or otherwise);
"Secured Parties"	means the Finance Parties and "Secured Party" means any one of them;
"Securities"	<ul style="list-style-type: none">(i) The Existing McVitie Shares and the Existing UBI Shares;(ii) The Further McVitie Shares and the Further UBI Shares;(iii) All dividends, distributions and other income paid or payable on or derived from the Shares;(iv) All shares or other property derived from the Shares (whether by way of bonus, option or otherwise);(v) All other accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from the Shares (whether by way of conversion, redemption, bonus, preference, option, offer or otherwise).(vi) All Investments (other than any shares in the share capital of the Danone Companies and/or the Chinese Companies) now or hereafter belonging to the Charging Company.
"Senior Facilities Agreement"	the senior facilities agreement dated 14 December 1999 made between, inter alia, Bladeland Limited, Deutsche Bank AG London, Chase Manhattan plc and DLJ Capital Funding, Inc. as Joint Lead Arrangers, Deutsche Bank London AG, The Chase Manhattan Bank and DLJ Capital Funding, Inc. as Original Lenders, Deutsche Bank AG London as Sole Book Runner and Security Agent and Agent and Chase Manhattan plc and DLJ Capital Funding, Inc as Documentation Agents (as amended, supplemented and/or restated on 14 th and 16 th January 2000,

and as further amended, supplemented and/or restated on 28 April 2000) and as further amended, supplemented and/or restated from time to time;

"Senior Finance Documents"

shall have the meaning ascribed to "Senior Finance Documents" in the Senior Facilities Agreement;

"Shares"

the Existing McVitie Shares, the Existing UBI Shares, the Further McVitie Shares and the Further UBI Shares;

"UBI"

UB Investments plc (company number SC42918)

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 JULY 2000

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of DEUTSCHE BANK AG LONDON

was delivered pursuant to section 410 of the Companies Act, 1985,
on 2 AUGUST 2000

Given at Companies House, Edinburgh
8 AUGUST 2000



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



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC026184 CHARGE: 14

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
02/08/2000 07/08/00 CONFIRMED AS		14/ 7/00 SECURITY PLEDGE AGREEMENT A BOOK DEBT		ALL SUMS DUE, OR TO BECOME DUE	EXISTING AND FURTHER SHARES IN MCVITIE AND UBI	DEUTSCHE BANK AG LONDON

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC026184 CHARGE: 14

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of 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 the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act