

# M

CHFP025

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

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

[A I I I I]

04584574

Name of company

\* Gate Gourmet Finance UK Ltd. (the "Company")

Date of creation of the charge

31 May 2007

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

Please see Continuation Sheet No. 1

Amount secured by the mortgage or charge

Please see Schedule 2 attached to this Form 395

A list of defined terms used in this Form 395 is set out in Schedule 1  
attached to this Form 395

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

The Non-US Collateral Agent with registered office at Clarendon House, 2  
Church Street Hamilton HM CX Bermuda will hold the security granted by the  
Company under the Debenture on behalf of all of the Secured Parties

Postcode

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ  
(via CH London Counter)

MSD/70-40015536/JXJ

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD3

COMPANIES HOUSE

489

Short particulars of all the property mortgaged or charged

Please see Schedule 3 attached to this Form 395

A list of defined terms used in this Form 395 is set out in Schedule 1 attached to this Form 395

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

Particulars as to commission allowance or discount (note 3)

None

Signed

*Clifford Chance LLP*

Date 18 June 2007

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

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

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**

† delete as appropriate

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# Particulars of a mortgage or charge (continued)

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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
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in black type, or  
bold block lettering

Company Number

04584574

Name of Company

Gate Gourmet Finance UK Ltd (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

A debenture dated 31 May 2007 (the "**Debenture**") made by the Company, Gate Gourmet UK Purchase Company Limited, Gate Gourmet Holdings U K Limited, Gate Gourmet UK Limited, Gate Gourmet Heathrow Limited, Gate Gourmet Gatwick Limited and Gate Gourmet London Limited in favour of Goldman Sachs Credit Partners, L P. (the "**Non-US Collateral Agent**").

Amount due or owing on the mortgage or charge (continued)

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bold block lettering*

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

*Schedules to Form 395 relating to a Debenture dated 31 May 2007 made by Gate Gourmet Finance UK Ltd. (04584574), Gate Gourmet Holdings U.K. Limited, Gate Gourmet Heathrow Limited, Gate Gourmet UK Purchase Company Limited, Gate Gourmet Gatwick Limited, Gate Gourmet London Limited and Gate Gourmet UK Limited in favour of Goldman Sachs Credit Partners, L.P.*

**SCHEDULE 1  
DEFINITIONS**

In this Form 395:

**"Acquired Subsidiary"** means any Subsidiary that is acquired after the Closing Date in an Acquisition that complies with Section 6.8 of the Credit Agreement, and any Subsidiary organized solely for the purpose of acquiring, merging or consolidating with any such acquired Subsidiary to effect such Acquisition

**"Acquisition"** means any acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or at least a majority of all of the Capital Stock of, or a business line or unit or a division of, any Person (or 50% of the Capital Stock of any Person if, after giving effect to such acquisition, Parent has Control of such Person)

**"Adjusted Eurocurrency Rate"** means for any Interest Rate Determination Date with respect to an Interest Period for (a) a Eurocurrency Rate Loan denominated in Dollars, the rate per annum obtained by dividing (and rounding upward to the next whole multiple of 1/16 of 1%) (i) the applicable Eurocurrency Rate by (ii) an amount equal to (A) one minus (B) the Applicable Reserve Requirement and (b) a Eurocurrency Rate Loan denominated in any other Permitted Currency or in Danish Kronor, the applicable Eurocurrency Rate

**"Administrative Agent"** means GSCP

**"Affiliate"** means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power (a) to vote 20% or more of the Capital Stock having ordinary voting power for the election of directors of such Person or (b) to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise

**"Agent"** means each of the Administrative Agent, London Agent, Syndication Agent, US Collateral Agent, Non-US Collateral Agent and Documentation Agent.

**"Applicable Reserve Requirement"** means, at any time, for any Eurocurrency Rate Loan denominated in Dollars, the maximum rate, expressed as a decimal, at which reserves (including any basic marginal, special, supplemental or emergency reserves) are required to be maintained with respect thereto against "Eurocurrency liabilities" (as such term is defined in Regulation D) under regulations issued from time to time by the Board of Governors or other applicable banking regulator. Without limiting the effect of the foregoing, the

Applicable Reserve Requirement shall reflect any other reserves required to be maintained by such member banks with respect to (a) any category of liabilities which includes deposits by reference to which the applicable Adjusted Eurocurrency Rate or any other interest rate of a Loan is to be determined or (b) any category of extensions of credit or other assets which include Eurocurrency Rate Loans. A Eurocurrency Rate Loan shall be deemed to constitute Eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefit of or credit for proration, exceptions or offsets that may be available from time to time to the applicable Lender. The rate of interest on Eurocurrency Rate Loans shall be adjusted automatically on and as of the effective date of any change in the Applicable Reserve Requirement.

**"Assignment Agreement"** means an Assignment and Assumption Agreement substantially in the form of Exhibit A to the Credit Agreement, with such amendments or modifications as may be approved by the Administrative Agent.

**"Authorized Officer"** means, as applied to any Person, any individual holding the position of chairman of the board (if an officer), chief executive officer, president or one of its vice presidents (or the equivalent thereof), and such Person's chief financial officer, treasurer or assistant treasurer (or the equivalent of any thereof) and, as to any document delivered on the Closing Date, such person's secretary or assistant secretary (or the equivalent of any thereof).

**"Bank Collateral Documents"** means, collectively, the US Collateral Agreement, the Mortgages, the Non-US Intercreditor Agreement and all other instruments, documents and agreements delivered by any Bank Credit Party pursuant to the Credit Agreement or any other Bank Credit Document in order to grant a Lien in favor of a Collateral Agent to secure the Obligations.

**"Bank Credit Documents"** means, collectively, the Credit Agreement, the Notes, if any, the Bank Collateral Documents, the Counterpart Agreements, any documents or certificates executed by any Borrower in favour of an Issuing Bank relating to Letters of Credit, the Fee Letter and all other documents, instruments or agreements executed and delivered by a Bank Credit Party for the benefit of any Agent, Issuing Bank or Lender in connection herewith.

**"Bank Credit Parties"** means, collectively, Borrowers and Bank Obligations Guarantors.

**"Bank Obligations Guarantors"** means Parent and each other Guarantor that has Guaranteed the Obligations, or any portion thereof.

**"Board of Governors"** means the Board of Governors of the United States Federal Reserve System, or any successor thereto.

**"Borrowers"** means, collectively, Gate Gourmet Borrower and Subsidiary Borrowers.

**"Business Day"** has the meaning given in the Credit Agreement.

**"Capital Lease Obligations"** of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified



and accounted for as capital leases on a balance sheet of such Person under IFRS, and the amount of such obligations shall be the capitalized amount thereof accounted for as a liability in accordance with IFRS.

**"Capital Stock"** means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

**"Charged Property"** means, in relation to the Company, the property, assets and income of the Company mortgaged or charged to the Non-US Collateral Agent (whether by way of legal mortgage or fixed charge) by or pursuant to the Debenture and any Mortgage and each and every part thereof.

**"Class"** has the meaning given in the Credit Agreement.

**"Closing Date"** means the date of the initial Credit Extension under the Credit Agreement.

**"Collateral Agent"** means the US Collateral Agent or the Non-US Collateral Agent, as the context requires

**"Collateral Documents"** means, collectively, the Bank Collateral Documents, the Non-US Intercompany Notes Collateral Documents and all other instruments, documents and agreements delivered by a Non-US Subsidiary Loan Obligor or a Credit Party pursuant to the Credit Agreement or the other Credit Documents in favour of a Collateral Agent to secure any Non-US Subsidiary Loan Obligations

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise

**"Counterpart Agreement"** means a Counterpart Agreement substantially in the form of Exhibit F of the Credit Agreement, delivered by a Bank Credit Party pursuant to Section 5.8 of the Credit Agreement

**"Credit Agreement"** means the CHF 850,000,000 term, revolving, letter of credit and delayed draw term loan facilities credit agreement dated 31 May 2007 made between (among others) Gate Gourmet Borrower and certain Subsidiary Borrowers as borrowers, Parent, GSCP as Joint Lead Arranger, Joint Bookrunner, Administrative Agent, US Collateral Agent, Non-US Collateral Agent and London Agent, DB as Joint Lead Arranger, Joint Bookrunner and Syndication Agent and the banks and financial institutions named therein

**"Credit Document"** means, collectively the Credit Agreement, the Collateral Documents and all the other Bank Credit Documents and Non-US Intercompany Notes

**"Credit Extension"** means the making of a Loan or the issuance, amendment (other than any amendment that does not increase the face amount of such Letter of Credit), renewal or extension of a Letter of Credit. For the avoidance of doubt, the term "Credit Extension" shall

not include conversion of any outstanding Loan from one Type of Loan to another or continuation of any Eurocurrency Rate Loan as a Eurocurrency Rate Loan at the end of the Interest Period applicable thereto

**"Credit Parties"** means, collectively, Parent, the Borrowers, the Guarantors and the Non-US Intercompany Notes Obligor.

**"Currency Agreement"** means any currency exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement, each of which is for the purpose of hedging the currency risk associated with Parent's and its Subsidiaries' operations and not for speculative purposes

**"DB"** means Deutsche Bank AG, London Branch

**"Delayed Draw Dollar Term Loan"** means a Loan made by a Lender to Gate Gourmet Borrower pursuant to Section 2 1(c) of the Credit Agreement

**"Delayed Draw Euro Term Loan"** means a Loan made by a Lender to Gate Gourmet Borrower pursuant to Section 2 1(d) of the Credit Agreement

**"Delayed Draw Term Loan"** means a Delayed Draw Dollar Term Loan, a Delayed Draw Euro Term Loan or any combination thereof (as the context requires)

**"Documentation Agent"** means CALYON.

**"Dollar"** and the sign "\$" mean the lawful money of the United States of America

**"Dollar Tranche Revolving Loan"** means a Loan made by a Lender to a Borrower pursuant to Section 2 2(a) of the Credit Agreement.

**"Euro"** and the sign "€" mean the single currency of the European Union as constituted by the Treaty on European Union

**"Eurocurrency Rate"** means, for any Interest Rate Determination Date with respect to an Interest Period for a Eurocurrency Rate Loan, (i) the rate per annum (rounded to the nearest 1/100 of 1%) equal to the rate determined by Administrative Agent to be the offered rate which appears on the page of the Telerate Screen which displays an average British Bankers Association Interest Settlement Rate for deposits (for delivery on the first day of such period) with a term equivalent to such period in a Permitted Currency or Danish Kronor, as applicable, determined as of approximately 11 00 a.m. (London time) on such Interest Rate Determination Date, (ii) in the event the rate referenced in the preceding clause (i) does not appear on such service or if such service shall cease to be available, the rate per annum (rounded to the nearest 1/100 of 1%) equal to the rate determined by Administrative Agent to be the offered rate on such other service which displays an average British Bankers Association Interest Settlement Rate for deposits (for delivery on the first day of such period) with a term equivalent to such period in a Permitted Currency or Danish Kronor, as applicable, determined as of approximately 11 00 a.m. (London time) on such Interest Rate Determination Date, or (iii) in the event the rates referenced in the preceding clauses (i) and (ii) are not available, the rate per annum (rounded to the nearest 1/100 of 1%) equal to the

offered quotation rate to first class banks in the London interbank market by GSCP for deposits (for delivery on the first day of the relevant period) in a Permitted Currency or Danish Kronor, as applicable, of amounts in same day funds comparable to the principal amount of the applicable Loan of Administrative Agent, in its capacity as a Lender, for which the Eurocurrency Rate is then being determined with maturities comparable to such period as of approximately 11 00 a m (London time) on such Interest Rate Determination Date.

**"Eurocurrency Rate Loan"** means a Loan bearing interest at a rate determined by reference to the Adjusted Eurocurrency Rate

**"European Security Document"** has the meaning given in the European Intercreditor Agreement.

**"Fee Letter"** means the fee letter agreement dated 19 April 2007 and made between the Parent, Gate Gourmet Borrower, GSCP and DB

**"Gate Gourmet Borrower"** means Gate Gourmet Borrower LLC, a limited liability company organised under the laws of Delaware

**"Governmental Authority"** means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or any other country or government.

**"GSCP"** means Goldman Sachs Credit Partners, L P.

**"Guarantee"** of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of Guarantee issued to support such Indebtedness or obligation; **provided that** the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business

**"Guarantors"** as defined in the Security Principles

**"Hedge Agreement"** means an Interest Rate Agreement or a Currency Agreement entered into with a Hedging Counterparty in order to satisfy the requirements of the Credit Agreement or otherwise permitted thereunder

**"Hedging Counterparty"** means (a) each Lender or Agent or any Affiliate thereof counterparty to a Hedge Agreement (including any Person that is a Lender or Agent (or any Affiliate thereof) as of the Closing Date but subsequently, whether before or after entering into a Hedge Agreement, ceases to be a Lender or Agent) and (b) any other Person counterparty to a Hedge Agreement permitted under Section 6.14 of the Credit Agreement and that is designated by Parent as a "Hedging Counterparty" pursuant to a notice to Administrative Agent, whether or not such other counterparty is a Lender

**"IFRS"** means, subject to the limitations on the application thereof set forth in Section 1.2 of the Credit Agreement, International Financial Reporting Standards in effect as of the date of determination thereof

**"Indebtedness"** of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are paid in the normal course, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of Guarantee, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (k) all Capital Stock of such Person that such Person is required (or that any other Person has a right (whether presently exercisable or contingent) to require such Person) to redeem, repurchase or otherwise acquire, in each case prior to the Term Loan Maturity Date. The Indebtedness of any Person shall (i) include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefore as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefore and (ii) exclude any intra-day Indebtedness of such Person incurred under cash management facilities on a net positive basis

**"Initial Dollar Term Loan"** means a Loan made by a Lender to Gate Gourmet Borrower pursuant to Section 2.1(a) of the Credit Agreement

**"Initial Euro Term Loan"** means a Loan made by a Lender to Gate Gourmet Borrower pursuant to Section 2.1(b) of the Credit Agreement.

**"Initial Term Loan"** means an Initial Dollar Term Loan, an Initial Euro Term Loan or any combination thereof (as the context requires)

**"Interest Period"** means, in connection with a Eurocurrency Rate Loan, an interest period of one, two, three or six months (or, if agreed to by all Lenders of the applicable Class, nine or twelve months)

**"Interest Rate Agreement"** means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, each of which is for the purpose of hedging the interest rate exposure associated with Parent's and its Subsidiaries' operations and not for speculative purposes

**"Interest Rate Determination Date"** means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period

**"Investment"** means (a) any purchase or other acquisition, or any ownership, by Parent or any of its Subsidiaries of, or of a beneficial interest in, any of the Securities of any other Person, (b) any loan, advance or capital contribution or other equity investment by Parent or any of its Subsidiaries to or in any other Person and (c) the Guarantee by Parent or any of its Subsidiaries of any obligations (other than, except in the case of a Guarantee of obligations of an Unrestricted Subsidiary, any Indebtedness) of any other Person. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value or write-ups, write-downs or write-offs with respect to such Investment

**"Issuing Bank"** means Credit Suisse, and each other Person that shall have become an Issuing Bank as provided in Section 2.3(i) of the Credit Agreement, in each case in its capacity as an issuer of Letters of Credit thereunder, and its permitted successors and assigns in such capacity. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

**"Joint Venture"** means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form, **provided that** in no event shall any corporate Subsidiary of any Person be considered to be a Joint Venture to which such Person is a party

**"LC Disbursement"** means any payment made by an Issuing Bank pursuant to a Letter of Credit

**"Lenders"** means GSCP and any other Person that becomes a party to the Credit Agreement pursuant to an Assignment Agreement. Except where the context indicates otherwise, the term "Lender" shall include the Swing Line Lender

**"Letter of Credit"** means each letter of credit issued and outstanding under the Credit Agreement.

**"Lien"** means (a) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease having substantially the same economic effect as any of the foregoing) and any option, trust, or other preferential

arrangement having the practical effect of any of the foregoing and (b) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities

**"Loan"** means a Term Loan, a Revolving Loan or a Swing Line Loan.

**"London Agent"** means GSCP

**"Luxco III"** means Gate Gourmet Luxembourg III S à r.l , a company incorporated under the laws of Luxembourg of L-1717 Luxembourg, 8-10 rue Mathias Hardt

**"Luxco IV"** means Gate Gourmet Luxembourg IV S à r.l , a company incorporated under the laws of Luxembourg of L-1717 Luxembourg, 8-10 rue Mathias Hardt

**"Material Real Estate Asset"** has the meaning given in the Security Principles

**"Mortgage"** means a mortgage, deed of trust or other agreement which conveys or evidences a Lien in favour of Collateral Agent on a Material Real Estate Asset of a Credit Party in a form reasonably satisfactory to the Administrative Agent and includes, for the avoidance of doubt, a mortgage or legal charge in respect of all or any part of the Real Property (as defined in Schedule 3 to this Form 395) in accordance with Clause 7 (*Further Assurance*) of the Debenture substantially in the form of Schedule 4 (*Form of Legal Mortgage*) to the Debenture.

**"Multicurrency Tranche Revolving Loan"** means a Loan made by a Lender to a Borrower pursuant to Section 2 2(b) of the Credit Agreement

**"Non-Recourse"** means, with respect to any Indebtedness or other obligation of any Unrestricted Subsidiary, that no holder or beneficiary thereof has any right to demand payment or any other recourse (whether direct, through Guarantee or otherwise) against Parent or any of its Subsidiaries (other than such Unrestricted Subsidiary and its Subsidiaries) or any assets or properties of Parent or any of its Subsidiaries (other than such Unrestricted Subsidiary and its Subsidiaries), **provided**, that an obligation of Parent or any Restricted Subsidiary arising under applicable company law to pay the unpaid balance of the subscription price for any Capital Stock issued by such Unrestricted Subsidiary at the time of its organization shall not prevent any Indebtedness or other obligation of such Unrestricted Subsidiary from qualifying as Non-Recourse if (a) no creditor of such Unrestricted Subsidiary has any Lien on or right to enforce such obligation, (b) any payment in respect of such obligation shall become part of the capital of such Unrestricted Subsidiary and (c) such obligation shall not have been incurred to provide assurance to any creditor, **provided further**, that the unpaid amount of such obligation shall be deemed to constitute an Investment in such Unrestricted Subsidiary for purposes of Section 6 6 of the Credit Agreement

**"Non-US Borrower"** means any Borrower that is a Non-US Subsidiary

**"Non-US Collateral Agent"** means GSCP

**"Non-US Guarantee Agreement"** means the guarantee dated on 31 May 2007 made between (among others) the Company and certain other Non-US Subsidiaries and the Non-US Collateral Agent

**"Non-US Guarantors"** as defined in the Security Principles

**"Non-US Intercompany Loan Agreements"** means

- (a) the Non-US Intercompany Notes Documents, and
- (b) each document evidencing each Non-US Subsidiary Loan

**"Non-US Intercompany Notes"** means (a) the non-US intercompany note dated 31 May 2007 evidencing certain indebtedness of Luxco III to Gate Gourmet Borrower and (b) the intercompany notes referred to in Section 3.2(e) of the Credit Agreement

**"Non-US Intercompany Notes Collateral Documents"** means, collectively, all instruments, documents and agreements delivered by any Non-US Intercompany Notes Credit Party pursuant to the Credit Agreement or any Non-US Intercompany Notes Document in order to grant a Lien in favor of a Collateral Agent to secure the Non-US Intercompany Notes Obligations

**"Non-US Intercompany Notes Credit Parties"** means, collectively, Non-US Intercompany Notes Obligor and Non-US Intercompany Notes Obligations Guarantors

**"Non-US Intercompany Notes Documents"** means, collectively, the Non-US Intercompany Notes, the Non-US Intercompany Notes Collateral Documents and all other instruments or agreements executed and delivered by any Non-US Intercompany Notes Credit Party, in connection therewith

**"Non-US Intercompany Notes Obligations"** means all obligations of every nature of the Non-US Intercompany Notes Obligor, from time to time owed to any US Subsidiary under any Non-US Intercompany Note, whether for principal, interest (including interest which, but for the filing of a petition in any bankruptcy, insolvency or similar proceeding with respect to the applicable Non-US Intercompany Notes Obligor, would have accrued on any Non-US Intercompany Notes Obligation, whether or not a claim is allowed against such Non-US Intercompany Notes Obligor for such interest in the related bankruptcy, insolvency or similar proceeding) or otherwise

**"Non-US Intercompany Notes Obligations Guarantor"** means each Guarantor that has guaranteed the Non-US Intercompany Notes Obligations, or any portion thereof

**"Non-US Intercompany Notes Obligor"** means each Non-US Subsidiary that has incurred any Indebtedness under any Non-US Intercompany Note

**"Non-US Intercreditor Agreement"** means the European intercreditor agreement dated 31 May 2007 made between (among others) Gate Gourmet Borrower, the Lenders and GSCP as Administrative Agent, US Collateral Agent and Non-US Collateral Agent

**"Non-US Obligations"** means the Obligations of the Non-US Borrowers.

**"Non-US Restricted Guarantors"** means any Guarantor incorporated in Germany, Luxembourg (other than Parent and Gate Gourmet Luxembourg III A S à r l), Spain,

Switzerland or the United Kingdom and any other Non-US Subsidiary that becomes a party to the Non-US Guarantee Agreement as a Non-US Restricted Guarantor

**"Non-US Subsidiary"** means any Subsidiary of Parent that is not a US Subsidiary

**"Non-US Subsidiary Loan"** means each loan made or to be made by one Non-US Subsidiary to another Non-US Subsidiary, which is funded with (whether directly or indirectly) the proceeds of the Non-US Intercompany Notes

**"Non-US Subsidiary Loan Obligations"** means all obligations of every nature of each Non-US Subsidiary Loan Obligor from time to time owed to any of the Subsidiaries of Parent under any Non-US Subsidiary Loan, whether for principal, interest (including interest which, but for the filing of a petition in any bankruptcy, insolvency or similar proceeding with respect to such Non-US Subsidiary Loan Obligor, would have accrued on any Non-US Subsidiary Loan Obligation, whether or not a claim is allowed against such Non-US Subsidiary Loan Obligor for such interest in the related bankruptcy, insolvency or similar proceeding) or otherwise

**"Non-US Subsidiary Loan Obligor"** means each Non-US Subsidiary that is an obligor or payor under any Non-US Subsidiary Loan.

**"Note"** means a Term Loan Note, a Revolving Loan Note or a Swing Line Note, and

**"Obligations"** means all obligations of every nature of Parent, each Borrower and each other Bank Credit Party from time to time directly owed to Agents (including former Agents), Issuing Banks, Lenders, Hedging Counterparties, under any Bank Credit Document or Hedge Agreement, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Bank Credit Party, would have accrued on any Obligation, whether or not a claim is allowed against such Bank Credit Party for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under LC Disbursements, payments for early termination of Hedge Agreements, fees, expenses, indemnification or otherwise. For the avoidance of doubt, the term "Obligations", as such term is used to describe the obligations guaranteed or secured by any Non-US Subsidiary, shall not include obligations under the US Intercompany Notes or any other direct obligation of any US Subsidiary.

**"Parent"** means Gate Gourmet Holding S C A., a *société en commandite par actions* incorporated in Luxembourg and registered with the Register of Trade and Companies of Luxembourg under number B 86446 and having its registered office at 8-10 rue Mathias Hardt L-1717 Luxembourg, with a share capital of EUR 1,514,000.

**"Permitted Acquisition"** means an Acquisition which is permitted under the terms of the Credit Agreement

**"Permitted Currencies"** means Dollars, Euros and Sterling.

**"Person"** means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies,



Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities

**"Regulation D"** means Regulation D of the Board of Governors, as in effect from time to time

**"Restricted Subsidiary"** means any Subsidiary that is not an Unrestricted Subsidiary

**"Revolving Loan"** means a Dollar Tranche Revolving Loan, a Multicurrency Tranche Revolving Loan or any combination thereof (as the context requires)

**"Revolving Loan Note"** means a promissory note in the form of Exhibit I-1 to the Credit Agreement, as it may be amended, supplemented or otherwise modified from time to time

**"Secured Documents"** means

- (c) the Credit Agreement but only to the extent that it relates to the Non-US Obligations;
- (d) each Non-US Intercompany Loan Agreement,
- (e) each Collateral Document signed by a Non-US Restricted Guarantor, and
- (f) the Non-US Guarantee Agreement

**"Securities"** means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing

**"Security Principles"** means the Security Principles set forth on Exhibit J to the Credit Agreement.

**"Sterling"** or the sign "£" mean the lawful money of the United Kingdom

**"Subsidiary"** means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% (or 50% is such Person has Control over such entity) of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, **provided that** in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding Unless the context indicates otherwise, "Subsidiary" shall mean a Subsidiary of Parent

**"Subsidiary Borrower"** means any Restricted Subsidiary that is a Wholly Owned Subsidiary designated as a Borrower in accordance with Section 2.24 of the Credit Agreement other than any Wholly Owned Subsidiary that shall have ceased to be a Borrower in accordance with Section 2.24 of the Credit Agreement.

**"Swing Line Lender"** means GSCP in its capacity as Swing Line Lender under the Credit Agreement, together with its permitted successors and assigns in such capacity.

**"Swing Line Loan"** means a Loan made by Swing Line Lender to Gate Gourmet Borrower pursuant to Section 2.4 of the Credit Agreement

**"Swing Line Note"** means a promissory note in the form of Exhibit I-2 to the Credit Agreement, as it may be amended, supplemented or otherwise modified from time to time

**"Syndication Agent"** means DB

**"Term Loan"** means an Initial Term Loan or a Delayed Draw Term Loan or any combination thereof (as the context requires)

**"Term Loan Maturity Date"** means the earlier of (a) the sixth anniversary of the Closing Date, and (b) the date on which all Term Loans shall become due and payable in full under the Credit Agreement, whether by acceleration or otherwise

**"Term Loan Note"** means a promissory note in the form of Exhibit I-3 to the Credit Agreement, as it may be amended, supplemented or otherwise modified from time to time

**"Type of Loan"** has the meaning given in the Credit Agreement

**"Unrestricted Subsidiary"** means (a) any Acquired Subsidiary and (b) any Subsidiary formed for the purpose of entering into a new line of business (any such Subsidiary, a **"New Line of Business Subsidiary"**), in each case, that is designated by Parent as an "Unrestricted Subsidiary" in the manner provided below. Parent may designate any Acquired Subsidiary or any New Line of Business Subsidiary to be an "Unrestricted Subsidiary" by delivering, (i) in the case of such an Acquired Subsidiary, at the time of the consummation of the Acquisition pursuant to which such Acquired Subsidiary shall have become a Subsidiary or (ii) in the case of such an New Line of Business Subsidiary, at the time of the formation thereof, to Administrative Agent a certificate of a financial officer of Parent who is an Authorized Officer specifying such designation and certifying that such designated Subsidiary satisfies the requirements set forth in this definition, provided that no Subsidiary may be designated as an Unrestricted Subsidiary unless (A) all of the Indebtedness or other obligations of such Subsidiary are Non-Recourse (except to any Subsidiaries of such Subsidiary), (B) such Subsidiary does not own any Capital Stock or Indebtedness of, or hold any Lien on any assets of, Parent or any of its other Subsidiaries (other than any Subsidiary of such Subsidiary) and (C) each Subsidiary of such Subsidiary has been designated as an "Unrestricted Subsidiary" in accordance with this definition and (D) in the case of any such designation, such designation would be permitted under Section 6.6 of the Credit Agreement; and provided further that no Acquired Subsidiary acquired in a Permitted Acquisition referred to in Section 2.14(a) of the Credit Agreement may be designated as an Unrestricted Subsidiary. Upon designation of any

Subsidiary as an Unrestricted Subsidiary, Parent and its Subsidiaries shall be deemed to have made an Investment in such Unrestricted Subsidiary in reliance on Section 6.6(l) of the Credit Agreement to the extent of their Investment therein at such time. No Unrestricted Subsidiary shall be, or shall be deemed to be, a Credit Party.

**"US Collateral Agent"** means GSCP.

**"US Collateral Agreement"** means the US collateral agreement to be executed by Gate Gourmet Borrower and each US Guarantor (other than the Parent) substantially in the form of Exhibit M to the Credit Agreement.

**"US Guarantors"** as defined in the Security Principles.

**"US Intercompany Note"** means the intercompany note dated 31 May 2007 evidencing certain Indebtedness of Gate Gourmet Delaware Holding Inc. to Gate Gourmet Borrower.

**"US Subsidiary"** means any Subsidiary of Parent organized under the laws of the United States of America, any State thereof or the District of Columbia.

**"Wholly Owned Subsidiary"** means any Subsidiary all the Capital Stock in which, other than directors' qualifying shares and/or other nominal amounts of Capital Stock that are required to be held by Persons under applicable law, are owned, directly or indirectly, by such Person or any Wholly Owned Subsidiary of such Person.

**SCHEDULE 2**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

In relation to each Non-US Restricted Guarantor, all monies which are now or at any time thereafter shall have become due and payable or owing by

- (i) a Non-US Borrower in respect of the Non-US Obligations,
- (ii) Luxco III under the Non-US Intercompany Notes Documents,
- (iii) a Non-US Subsidiary under each Non-US Subsidiary Loan where the Non-US Subsidiary is not a Subsidiary of such Non-US Restricted Guarantor, and
- (iv) a Non-US Subsidiary under any Secured Document signed by a Non-US Restricted Guarantor **provided that** such Non-US Restricted Guarantor that is signatory to such a document is not a Subsidiary of such Non-US Restricted Guarantor (the "**Secured Obligations**").

**SCHEDULE 3**  
**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1 FIXED CHARGES**

1 1 Pursuant to Clause 2.1 of Clause 2 (*Fixed Charges*) of the Debenture, the Company, with full title guarantee, as continuing security for the payment of the Secured Obligations (as defined in Schedule 2 to this Form 395) charged in favour of the Non-US Collateral Agent (on behalf of each Secured Party)

1 1 1 by way of fixed charge all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 (*The Real Property*) to the Debenture and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Company (the "**Real Property**"),

1 1 2 by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company (other than the Real Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company,

1 1 3 by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;

1 1 4 by way of fixed charge all book debts and other debts now and from time to time due or owing to the Company (the "**Debts**") and (subject to the provisions of Clause 8.2 of Clause 8 (*Debts and Credit Balances*) of the Debenture) all moneys which the Company receives in respect thereof;

1 1 5 by way of fixed charge (but subject to the provisions of Clause 8.2 of Clause 8 (*Debts and Credit Balances*) of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Non-US Collateral Agent or any other Secured Party (including *inter alia* any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties (the "**Credit Balances**"),

1 1 6 by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of

(a) any Subsidiary of the Company; and

(b) any other body corporate,

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or thereafter belong to the Company, together with all dividends, interest and other income and all other

rights of whatsoever kind deriving from or incidental to any of the foregoing (the "**Investments**"),

1 1 7 by way of fixed charge the goodwill of the Company and its uncalled capital now or at any time thereafter in existence, and

1 1 8 by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions.

1 2 In addition, pursuant to Clause 2 2 of Clause 2 (*Fixed Charges*) of the Debenture, the Company, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Non-US Collateral Agent (on behalf of each Secured Party) by way of fixed charge all of its right, title and interest (both present and future) in or to

1 2 1 each bank account maintained by the Company; and

1 2 2 each contract and other agreement to which the Company is party and any amount payable (whether presently or in the future) under that contract or other agreement

1 3 Pursuant to Clause 2 3 of Clause 2 (*Fixed Charges*) of the Debenture, the security constituted by or pursuant to the Debenture shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which any Secured Party may at any time hold in respect of any of the Secured Obligations and it is thereby declared that no prior security held by any Secured Party over the Charged Property or any part thereof shall merge in the security created thereby or pursuant thereto

## 2 **FLOATING CHARGE**

2 1 Pursuant to Clause 3 (*Floating Charge*) of the Debenture, the Company, with full title guarantee, as continuing security for the payment of the Secured Obligations, charged by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Non-US Collateral Agent by way of fixed charge by Clause 2 (*Fixed Charges*) of the Debenture or any Mortgage

2 2 Pursuant to Clause 3 (*Floating Charge*) of the Debenture, Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3 (*Floating Charge*) of the Debenture

## 3 **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance

#### **4      NEGATIVE PLEDGE**

The Debenture contains a negative pledge.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04584574

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st MAY 2007 AND CREATED BY GATE GOURMET FINANCE UK LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM A NON-US BORROWER, LUXCO III AND A NON-US SUBSIDIARY 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 18th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JUNE 2007

JCC



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES