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COMPANIES FORM No. 395

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.

CHFP025

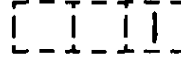
Pursuant to section 395 of the Companies Act 1985

00400 107

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

For official use

Company number



06296678

Name of company

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

Date of creation of the charge

12 October 2007

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

A PIK share charge made by the Chargor in favour of J.P Morgan Europe Limited (the "Security Agent") dated 12 October 2007 (the "PIK Share Charge")

Amount secured by the mortgage or charge

Please see Schedule 2

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

J P Morgan Europe Limited, 125 London Wall, London

Postcode EC2Y 5AJ

Presentor'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/70-40298782/901764

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD4

LY8GATW6

18/10/2007

384

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 3

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date 18 October 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)**

Notes

† delete as
appropriate

- 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 PIK Share Charge created by Cucina Holdings (UK) Limited (company number: 06296678) dated 12 October 2007.

SCHEDULE 1

DEFINITIONS

In this form 395

"Account" means any account opened or maintained by the Chargor with the Security Agent or any other bank or financial institution (and any replacement account or subdivision or subaccount of that account).

"Arrangers" means Barclays Capital (The investment banking division of Barclays Bank PLC), J P Morgan plc and the Royal Bank of Scotland plc as mandated lead arrangers and bookrunners in the capacity as arrangers, whether acting individually or together

"Charged Portfolio" means the Shares and the Related Assets.

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the PIK Share Charge

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by the PIK Share Charge or by law

"Commitment Letter" means the commitment letter dated 12 July 2007 and made between Barclays Capital, Barclays Bank PLC, J.P Morgan PLC, JPMorgan Chase Bank, N A , the Company and the Borrower together with the Accession Letter dated 12 July 2007 and made between the Arrangers, Barclays Bank PLC, JPMorgan Chase Bank, N A , the Company and the Borrower together with the letters of the same date setting out further details of the terms of that commitment.

"Company" means Cucina Acquisition (UK) Limited

"Delegate" means any delegate, agent, attorney or co-agent appointed by the Security Agent

"Distribution Letter" means the letter dated 12 July 2007 between the Arrangers, the Company, the Cucina Finance (UK) Limited and others

"Facility Agent" means J P Morgan Europe Limited

"Facility Agreement" means the PIK facility agreement dated on or about the date hereof made between, among others, Cucina Holdings (UK) Limited, the Arrangers, the Original Lenders and the Facility Agent and the Security Agent, each as defined in such agreement as amended, varied, novated or supplemented from time to time

"Fee Letter" means

- (a) the fee letter dated 12 July 2007 between the Arrangers, the Company, the Borrower and others relating to the arrangement fees referred to in the Facility Agreement; and
- (b) any letter entered into by reference to this Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in this Agreement

"Finance Document" means.

- (c) the Facility Agreement,
- (d) the Commitment Letter;
- (e) a Fee Letter,
- (f) the Distribution Letter,
- (g) a Transfer Certificate,
- (h) the PIK Share Charge,
- (i) the Subordination Deed,
- (j) a Request, and
- (k) any other document designated as such by the Facility Agent and the Borrower

"Original Lenders" means Barclays Bank PLC, JPMorgan Chase Bank, N.A and the Royal Bank of Scotland plc

"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 Assets" means all dividends, interest and other monies at any time payable at any time in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) held by, to the order or on behalf of the Chargor at any time

"Request" means a request for a loan, substantially in the form of Schedule 3 of the Facility Agreement (*Form of Request*)

"Secured Obligations" means all obligations covenanted to be discharged by the Chargor in Clause 2.1 (*Covenant to Pay*) of the PIK Share Charge.

"Secured Parties" means the Security Agent, any Receiver or Delegate (as defined in the Intercreditor Deed), the Facility Agent and each Lender from time to time party to the Facility

Agreement provided that in the case of the Facility Agent and Lenders such person is party to or has acceded to the Intercreditor Deed in accordance with its terms.

"Security" means the security created under or pursuant to or evidenced by the PIK Share Charge

"Security Agent" means J P. Morgan Europe Limited

"Shares" means all of the shares in the capital of Cucina Finance (UK) Limited (registered number 6305253) as set out in Schedule 1 (*Details of Shares*) of the PIK Share Charge held by, to the order or on behalf of the Chargor at any time

"Subordination Deed" means the deed of subordination dated on or about the date of the Facility Agreement between the Cucina Holdings (UK) Limited as guarantor and the Facility Agent and Cucina Investments (UK) Limited

"Transfer Certificate" means

- (a) for a transfer by assignment, release and accession, a certificate pursuant to the Facility Agreement, and
- (b) for a transfer by novation, a certificate pursuant to the Facility Agreement,

in each case, with such amendments as the Facility Agent may approve or require (in each case, acting reasonably) or any other form agreed between the Facility Agent and the Cucina Finance (UK) Limited

SCHEDULE 2

AMOUNT SECURED BY MORTGAGE OR CHARGE

The Chargor has covenanted and undertaken with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge all obligations which the Chargor may at any time have to the 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 Finance Documents (including this Agreement) including any liability in respect of any further advances made under the Finance 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 the Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by it to the Security Agent (whether for its own account or as 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 Agreement 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**").

SCHEDULE 3

SHORT PARTICULARS OF THE PROPERTY CHARGED

1 FIXED CHARGES

The Chargor charges the Charged Portfolio with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge as continuing security for the payment and discharge of the Secured Obligations

2 FLOATING CHARGE

2.1.1 The Chargor with full title guarantee charges in favour of the Security Agent as 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 that Chargor

2.1.2 The floating charge created by paragraph 3.3.1 of the PIK Share Charge shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Agent as security agent for the Secured Parties as security for the Secured Obligations

2.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.2 (*Floating Charge*) of the PIK Share Charge

3 FURTHER ASSURANCE

This PIK Share Charge contains covenants for further assurance

4 NEGATIVE PLEDGE

This PIK Share Charge 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 06296678

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PIK SHARE CHARGE DATED THE 12th OCTOBER 2007 AND CREATED BY CUCINA HOLDINGS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO J P MORGAN EUROPE LIMITED (THE SECURITY AGENT) 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 18th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd OCTOBER 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LCargela