

COMPANIES FORM No. 395

Particulars of a mortgage or charge

701239 | 91

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

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

7

01372104

Name of company

* ESCA FOOD SOLUTIONS LIMITED (the "Chargor")

Date of creation of the charge

10 NOVEMBER 2008

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

A deed of variation dated 10 November 2008 (the "**Deed of Variation**") granted by, among others, the Chargor in favour of Bank of America, N A as agent and trustee for the Secured Creditors (the "**Collateral Agent**"), in relation to a composite debenture dated 1 September 2004 and made between, among others, Gands (U K) and the Collateral Agent (the "**Debenture**")

Amount secured by the mortgage or charge

The Chargor covenanted with the Collateral Agent as agent and trustee for the Secured Creditors that it shall on demand by the Collateral Agent pay and discharge all of the Secured Obligations when due

Please see attached continuation sheets for definitions

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

Bank of America, N A of 100 Federal Street, Boston, Massachusetts 02110
United States of America

Postcode

Presentor's name address and
reference (if any)

Bingham McCutchen (London) LLP
41 Lothbury
London
EC2R 7HF

MM/SP/0000331301

For official Use (06/2005)
Mortgage Section

TUESDAY



LD2

LEHV54XH

18/11/2008

COMPANIES HOUSE

185

Time critical reference

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets

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)

Nil

Signed

Bingham McCutchen (London) LLP

Date

17 November 2008

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as
appropriate

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**.

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)**Background**

Pursuant to the Debenture which was registered at Companies House on 13 September 2004, the Chargors (as defined therein), which included the Chargor (as defined herein), granted security in favour of the Collateral Agent. The Chargor has requested (together with the Chargors (as defined in the Debenture) which remained party to the Debenture as at 10 November 2008), and the Collateral Agent has agreed, that the Debenture be amended and restated on the terms set out in the Deed of Variation.

The Chargor (and each other chargor which is party to the Deed of Variation) and the Collateral Agent have acknowledged that the security created by the Debenture is a continuing security interest, save as and to the extent expressly amended and restated by the Deed of Variation (as confirmed by Clause 3 (*Confirmation*) of the Deed of Variation).

1. LEGAL MORTGAGES, FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations has charged in favour of the Collateral Agent (as agent and trustee for the Secured Creditors)

- (a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 (*The Legally Mortgaged Property*) of the form of the amended and restated debenture which forms Schedule 2 (*Amended and Restated Debenture*) of the Deed of Variation and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor from time to time (the "**Legally Mortgaged Property**"),
- (b) 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 Chargor which is not effectively legally mortgaged under Clause 1.1(a) above 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 Chargor,
- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future,
- (d) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of
 - (i) any Subsidiary, and
 - (ii) any other body corporate,

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Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,

- (e) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence,
- (f) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, marks or designs (registered or unregistered), know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, trade names, know-how and inventions, including those intellectual property rights (if any) described in Schedule 3 (*Intellectual Property Rights*) of the form of the amended and restated debenture which forms Schedule 2 (*Amended and Restated Debenture*) of the Deed of Variation, and
- (g) by way of fixed charge all its Debts

1.2 In addition, the Chargor has (and to the intent that the security so constituted shall be a continuing security in favour of the Collateral Agent) assigned with full title guarantee to the Collateral Agent by way of security for the payment of the Secured Obligations all of its rights, title and interest (both present and future) (to the extent the same are assignable) in all and each of the following assets

- (a) all contracts, agreements, deeds and documents, present and future, to which the Chargor is or may become a party and all Related Rights including the agreements (if any) specified in Schedule 4 (*Assigned Agreements*) of the form of the amended and restated debenture which forms Schedule 2 (*Amended and Restated Debenture*) of the Deed of Variation,
- (b) the proceeds of any insurance policies (to the extent not already charged to any third party) and all Related Rights, and
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into at the date of the Deed of Variation or in the future in order to enable the Collateral Agent to perfect its rights thereunder or under the Deed of Variation) entered into by or given to the Chargor in respect of the Charged Property including all
 - (i) claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

to the Chargor in respect of the items referred to),

- (ii) guarantees, warranties, bonds and representations given or made by, and any right or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery, and
- (iii) the benefit of all tenant covenants, and all of the covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any leases or to any licences, deeds, rent deposit agreements or other deeds or documents supplemental or collateral to any lease and of all guarantees or indemnities in any of the same,

in each case, relating to all or any part of the Charged Property

- 1.3** The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations has charged in favour of the Collateral Agent (as agent and trustee for the Secured Creditors) by way of floating charge the whole of the Chargor'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, charged or assigned to the Collateral Agent under paragraphs 1 1 and 1 2 above (collectively, the "Floating Charge Property")

2. NEGATIVE PLEDGE

The Chargor has covenanted that without the prior written consent of the Collateral Agent it shall not nor shall it agree or purport to

- (a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by the Deed of Variation save to the extent permitted or required under the Credit Agreement, or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets (including without limitation the Debts) except as permitted under the Credit Agreement

3. FURTHER ASSURANCE

The Chargor has covenanted that it shall, at the request of the Collateral Agent and at the reasonable expense of the Chargor, forthwith do all acts and things and execute in favour of the Collateral Agent, or as it may direct, such further or other legal assignments, transfers,

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

mortgages, charges, securities and other deeds and documents as the Collateral Agent may reasonably require, in order to

- (a) perfect, protect, confer or improve the security intended to be conferred on the Collateral Agent by or pursuant to the Deed of Variation, or
- (b) (after the security constituted by the Deed of Variation has become enforceable in accordance with Clause 10.1 (*Powers of the Collateral Agent*) of the form of the amended and restated debenture which forms Schedule 2 (*Amended and Restated Debenture*) of the Deed of Variation) facilitate the realisation of all or any of the Charged Property and exercise all of the rights and powers conferred on the Collateral Agent, any Receiver, any administrator or any delegate thereof for the purpose of such realisation or in connection with such realisation

4. UNDERTAKINGS BY THE CHARGORS

The Chargor undertook with the Collateral Agent and the other Secured Creditors that it will at all times while there shall subsist any security constituted by or pursuant to the Deed of Variation

- (a) preserve, maintain and renew as and when necessary all material copyrights, licences, patents, trade marks and other rights required in connection with its business,
- (b) observe and perform all material covenants and stipulations from time to time affecting its freehold or leasehold property or the mode of user or enjoyment of the same including all Environmental Laws and not without the prior consent in writing of the Collateral Agent enter into any onerous or restrictive obligations affecting any such property or make any material structural or other material alteration thereto or do or suffer to be done on any such property anything which is a "development" as defined in section 55 of the Town and Country Planning Act 1990 nor do or suffer or omit to be done any act, matter or thing whereby any provision of any Act of Parliament order or regulation from time to time in force affecting any such property is infringed,
- (c) observe and perform all material covenants reserved by or contained in any lease, agreement for lease or tenancy agreement under which any part of the Charged Property may be held and, unless specifically required under the terms of any lease to which the Charged Property is subject, will not without the consent of the Collateral Agent vary, surrender, cancel, assign or otherwise dispose of or permit to be forfeited any leasehold interest forming part of the Charged Property or agree any rent review,
- (d) unless specifically required under the terms of a lease under which a Charged Property is held, not without the prior written consent of the Collateral Agent part with

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Short particulars of all the property mortgaged or charged (continued)

- possession of the whole or any part of, or confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let any land or buildings forming part of the Charged Property,
- (e) not without the prior written consent of the Collateral Agent allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest (as specified in Schedules 1, 3 and 12 of the Land Registration Act 2002) affecting such property and the reasonable costs incurred by the Collateral Agent of lodging a caution against registration of the title to such property or a land charge (if unregistered) or any part thereof, shall be an expense properly incurred in relation to this security, and
- (f) indemnify the Collateral Agent (and as a separate covenant any Receiver or Receivers appointed by it) against all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever incurred or paid by it (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to the Deed of Variation are properly payable in respect of the Charged Property or any part thereof or by the owner or occupier thereof

Definitions

In this Form 395

"Administrative Agent" means Bank of America, N A in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified Without limiting the generality of the foregoing, for purposes of this definition a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of managers, directors, managing general partners or the equivalent

"Alternative Currency" means each of Euro, Sterling, and each other currency (other than Dollars)

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

that is approved by the Administrative Agent and the Lenders in accordance with Section 1.05 of the Credit Agreement

"Attributable Indebtedness" means, on any date, in respect of any capital lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP

"Borrower" and **"Borrowers"** each has the meaning specified in the introductory paragraph to the Credit Agreement

"Cash Management Document" means any certificate, agreement or other document executed by any Loan Party in respect of the Cash Management Obligations of any Loan Party

"Cash Management Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of such Person in respect of cash management services (including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements), including obligations for the payment of fees, interest, charges, expenses, attorneys' fees and disbursements in connection therewith

"Charged Property" means the property, assets and income of the Chargors mortgaged, assigned or charged to the Collateral Agent (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Deed of Variation and each and every part thereof

"Collateral" means a collective reference to all real and personal Property with respect to which Liens in favor of the Collateral Agent are purported to be granted pursuant to and in accordance with the terms of the Security Documents

"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. **"Controlling"** and **"Controlled"** have meanings correlative thereto

"Credit Agreement" means the Original Credit Agreement as amended and restated in its entirety by the amended and restated credit agreement dated as of 7 November 2008 (as may be amended, amended and restated, supplemented or otherwise from time to time)

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, insolvency, assignment for the benefit of creditors, moratorium, rearrangement, receivership, administrative receivership, reorganization, or similar debtor relief Laws of the United States or other applicable domestic or foreign jurisdictions from time to time in effect and affecting the rights of creditors generally

"Debts" means, in relation to each Chargor, all its book and other debts, all its account receivables, all other rights it has to receive money and all other amounts, now, or from time to time, due, owing or

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

payable to it and the benefit of all related guarantees, indemnities, negotiable instruments, rights and security interests of any kind

"Disposition" or **"Dispose"** means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith

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

"Dutch Guarantee" means an amended and restated guarantee agreement in substantially the form of Exhibit F-4 to the Credit Agreement, as the same may be amended, supplemented or otherwise modified and in effect from time to time

"Dutch Loan Parties" means the Persons identified as such and set forth on Schedule 1 01(a) of the Credit Agreement, as the same may be amended from time to time in accordance with Section 6 13 of the Credit Agreement

"Dutch Security Documents" means the instruments and documents identified as such on Schedule 1 01(c) of the Credit Agreement, together with such other instruments and documents as the Collateral Agent from time to time require in respect of any of the Collateral constituting Property of any Dutch Loan Party

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Chargors

"English Guarantee" means an amended and restated guarantee agreement in substantially the form of Exhibit F-2 to the Credit Agreement, as the same may be amended, supplemented or otherwise modified and in effect from time to time

"English Loan Parties" means the Persons identified as such and set forth on Schedule 1 01(a) of the Credit Agreement, as the same may be amended from time to time in accordance with Section 6 13 of the Credit Agreement

"English Security Documents" means the instruments and documents identified as such on Schedule 1 01(c) of the Credit Agreement, together with such other instruments and documents as the Collateral

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Short particulars of all the property mortgaged or charged (continued)

Agent from time to time require in respect of any of the Collateral constituting Property of any English Loan Party

"Environment" means all or any of the following media air (including air within buildings or other structures and whether above or below ground), land (including buildings and other structures or erections in, on or under it and any soil and anything below the surface of land), land covered with water and water (including sea, ground and surface water)

"Environmental Laws" means all statutes, treaties and conventions, directives, regulations and all codes of practice or conduct, circulars and guidance notes having legal or judicial import or effect whether of a criminal, civil or administrative nature, and the rules of common law, relating to or concerning

- (a) pollution or contamination of the Environment,
- (b) harm, whether actual or potential, to mankind and human senses, living organisms and ecological systems,
- (c) the generation, manufacture, processing, distribution, use (including abuse), treatment, storage, disposal, transport or handling of Hazardous Materials, and
- (d) the emission, leak, release or discharge into the Environment of noise, vibration, dust, fumes, gas, odours, smoke, steam, effluvia, heat, light, radiation (of any kind), infection, electricity or any Hazardous Materials and any matter or thing capable of constituting a nuisance or an actionable tort of any kind in respect of such matters

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination

"Euro" means the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation

"Existing Letters of Credit" means the Letters of Credit identified on Schedule 1 01(d) of the Credit Agreement

"Fee Letter" means the letter agreement, dated August 22, 2008, among the OSI Group, LLC, the

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)**Administrative Agent and the Joint Lead Arrangers**

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied

"German Guarantee" means an amended and restated guarantee agreement in substantially the form of Exhibit F-3 to the Credit Agreement, as the same may be amended, supplemented or otherwise modified and in effect from time to time

"German Loan Parties" means the Persons identified as such and set forth on Schedule 1 01(a) of the Credit Agreement, as the same may be amended from time to time in accordance with Section 6 13 of the Credit Agreement

"German Security Documents" means the instruments and documents identified as such on Schedule 1 01(c) of the Credit Agreement, together with such other instruments and documents as the Collateral Agent from time to time requires in respect of any of the Collateral constituting Property of any German Loan Party

"German Term Loan" has the meaning specified in Section 2 01(c) of the Credit Agreement

"German Term Note" has the meaning specified in Section 2 11(a) of the Credit Agreement

"Global Intercompany Note Subordination Agreement" means the Amended and Restated Global Intercompany Note Subordination Agreement dated as of 7 November 2008 among the Collateral Agent and the Loan Parties, substantially in the form of Exhibit H to the Credit Agreement

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank)

"Guarantee" means, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the **"primary obligor"**) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other

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Short particulars of all the property mortgaged or charged (continued)

obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien) The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith The term "Guarantee" as a verb has a corresponding meaning

"Guarantees" means, collectively, the U S Guarantees, the Offshore Guarantees, and any other Guarantee agreement as may be executed and/or delivered by the Loan Parties or any other Subsidiary (as defined in the Credit Agreement) pursuant to the terms pursuant to the terms of the Credit Agreement

"Hazardous Materials" means any element or substance, whether natural or artificial, and whether consisting of gas, liquid, solid or vapour, whether on its own or in any combination with any other element or substance, which is listed, identified, defined or determined by any Environmental Law to be, to have been, or to be capable of being or becoming harmful to mankind or any living organism or damaging to the Environment

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments,
- (b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments,
- (c) net obligations of such Person under any Swap Contract,
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business),
- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including, except in the United Kingdom, indebtedness arising under conditional sales or other title retention agreements), whether or not such

Name of company

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Short particulars of all the property mortgaged or charged (continued)

- indebtedness shall have been assumed by such Person or is limited in recourse,
- (f) capital leases,
 - (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends,
 - (h) all Guarantees of such Person in respect of any of the foregoing, and
 - (i) all Dispositions by such Person of accounts receivable, chattel paper, instruments or documents creating or evidencing a right to payment of money (collectively "**receivables**"), and together with any obligation of such Person to pay any discount, interest, fees, indemnities, penalties, recourse, expenses or other amounts in connection therewith, provided the principal amount of any Indebtedness at any time of determination represented by any such sale of receivables shall be the amount of unrecovered capital or principal investment of the purchaser thereof, excluding amounts representative of yield or interest earned on such investment

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any capital lease as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date. Intercompany payables among and between the Company and its Subsidiaries (as defined in the Credit Agreement) relating to the sharing of common overhead expenses shall not be considered Indebtedness so long as such payables arise in the ordinary course of business and are paid within 365 days.

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and any Borrower (or any Subsidiary (as defined in the Credit Agreement)) or in favor of the L/C Issuer and relating to such Letter of Credit.

"Joint Lead Arrangers" means Banc of America Securities LLC and Cooperative Central Raiffeisen-Boerenleenkbank B A, "Rabobank Nederland", New York Branch, in their capacities as joint lead arrangers and as joint book managers.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the

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enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law

"L/C Issuer" means Bank of America, N A in its capacity as issuer of Letters of Credit pursuant to the terms of the Credit Agreement, or any successor issuer of Letters of Credit pursuant to the terms of the Credit Agreement

"Lenders" means each lender from time to time party to the Credit Agreement and, as the context requires, includes the Swing Line Lender

"Letter of Credit" means any letter of credit issued pursuant to the terms of the Credit Agreement and shall include the Existing Letters of Credit A Letter of Credit may be a commercial letter of credit or a standby letter of credit Letters of Credit may be issued in Dollars or in an Alternative Currency

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, restriction or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever, including any conditional sale or other title retention agreement (except in the United Kingdom), any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing

"Loan" means an extension of credit by a Lender to a Borrower under Article 2 of the Credit Agreement in the form of a Revolving Loan, a Swing Line Loan and/or a Term Loan

"Loan Documents" means the Credit Agreement, the Notes, the Guarantees, Security Documents, the Global Intercompany Note Subordination Agreement, the Issuer Documents, the Senior Lender Intercreditor Agreement, the Fee Letter, the Post-Closing Agreement and any guarantee, security or similar documentation entered into pursuant to Section 7.07 of the Credit Agreement

"Loan Parties" means, collectively, the U S Loan Parties and the Offshore Loan Parties

"Note" or **"Notes"** means the Revolving Notes, the Swing Line Notes and/or the Term Notes, individually or collectively, as appropriate

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document, Swap Contract, or Cash Management Document to which a Lender or any Affiliate of a Lender is a party or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after

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Short particulars of all the property mortgaged or charged (continued)

the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding

"Offshore Guarantees" means, collectively, the Dutch Guarantee, the German Guarantee and the English Guarantee

"Offshore Loan Parties" means the Dutch Loan Parties, the German Loan Parties and the English Loan Parties

"Offshore Security Documents" means the Dutch Security Documents, the English Security Documents and the German Security Documents

"Original Credit Agreement" means the credit agreement dated as of 1 September 2004 made between, among others, OSI Group, LLC, certain affiliated companies of the Company and Bank of America, N A as Administrative Agent and the Lenders (as each such terms are defined therein)

"Participating Member State" means each state so described in any EMU Legislation

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity

"Post-Closing Agreement" means that certain Post-Closing Letter Agreement dated as of 7 November 2008, by and among the Borrowers, the Administrative Agent and the Collateral Agent

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible

"Receiver" means a receiver or administrator appointed pursuant to the provisions of the Deed of Variation or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, option, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and

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Short particulars of all the property mortgaged or charged (continued)

(d) any moneys and proceeds paid or payable in respect of that asset

"Revolving Loan" has the meaning specified in Section 2 01(a) of the Credit Agreement

"Revolving Note" has the meaning specified in Section 2 11(a) of the Credit Agreement

"Secured Creditors" means all and each of the Collateral Agent (for itself and on behalf of the Senior Lenders), the Administrative Agent, the Senior Lenders, the Swing Line Lender, the L/C Issuer and any Receiver or delegate, and **"Secured Creditor"** shall be construed accordingly

"Secured Obligations" means all present and future obligations and other liabilities of any nature of each Loan Party due, owing or incurred under or in connection with the Loan Documents (or any of them), including the Obligations, to the Secured Creditors (including under any amendments, supplements or restatements of any of the Loan Documents or in relation to any new or increased advances or utilisations thereunder) and whether indebtedness or liabilities originally owed to all or any of the Secured Creditors are actual or contingent, matured or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency, including all interest accruing thereon (calculated in accordance the terms of the Credit Agreement), after as well as before judgment, and all costs, charges and expenses (to the extent payable by the relevant Lender or Loan Party pursuant to the terms of the Loan Documents) incurred in connection therewith

"Security Documents" means the U S Security Documents, the Offshore Security Documents and such other security documents and instruments, including without limitation Uniform Commercial Code financing statements, as may be executed and/or delivered by the Loan Parties or any other Subsidiary pursuant to the terms of the Credit Agreement or any collateral document which, in each case, shall be deemed executed and delivered for the benefit of the Collateral Agent and the Senior Lenders

"Senior Lender Intercreditor Agreement" means the Amended and Restated Collateral Agency and Intercreditor Agreement dated as of the date hereof, among the Noteholders (as defined therein), the Administrative Agent on behalf of the Lenders, the Lenders and Bank of America, N A , as Collateral Agent, as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions of the Credit Agreement and in effect from time to time

"Senior Lenders" has the meaning ascribed to such term in the Senior Lender Intercreditor Agreement

"Sterling" and **"£"** mean the lawful currency of the United Kingdom

"Subsidiary" has the meaning ascribed to it by Section 736 of the Companies Act 1985 or Section 1159 of the Companies Act 2006 and **"Subsidiaries"** shall be construed accordingly

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Short particulars of all the property mortgaged or charged (continued)

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a **"Master Agreement"**), including any such obligations or liabilities under any Master Agreement

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender)

"Swing Line Lender" means Bank of America, N A in its capacity as provider of Swing Line Loans, or any successor swing line lender pursuant to the terms of the Credit Agreement

"Swing Line Loan" has the meaning specified in Section 2.04(a) of the Credit Agreement

"Swing Line Note" has the meaning specified in Section 2.11(a) of the Credit Agreement

"Term Loans" means, collectively, the U S Term Loan and the German Term Loan

"Term Notes" means, collectively, the U S Term Notes and the German Term Notes

"U.S. Guarantee" means an amended and restated guarantee agreement in substantially the form of Exhibit F-4 to the Credit Agreement, as the same may be amended, supplemented or otherwise modified and in effect from time to time

"U.S. Loan Parties" means the Persons identified as such and set forth on Schedule 1.01(a) of the Credit Agreement, as the same may be amended from time to time in accordance with Section 6.13 of the Credit Agreement

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Short particulars of all the property mortgaged or charged (continued)

"U.S. Security Documents" means the instruments and documents identified as such on Schedule 1 01(c) of the Credit Agreement, and such other instruments and documents as the Collateral Agent from time to time require in respect of any of the Collateral constituting Property of any U S Loan Party

"U.S. Term Loan" has the meaning specified in Section 2 01(b) of the Credit Agreement

"U.S. Term Note" has the meaning specified in Section 2 11(a) of the Credit Agreement

SCHEDULE 2**THE LEGALLY MORTGAGED PROPERTY**

Brief description	Registered proprietor	Title number	Registered proprietor
Land lying to the South East side of Northfield Drive, Milton Keynes	Freehold	BM95964	Esca Food Solutions Limited
Plot 1, South Skippingdale Industrial Park, Scunthorpe	Freehold	HS152231	Esca Food Solutions Limited

SCHEDULE 3**INTELLECTUAL PROPERTY RIGHTS****Registered Trade Marks***None***Patents***None*

Continuation Sheet No 17

Company Number

01372104

Name of company

Esca Food Solutions Limited (the "Chargor")

Short particulars of all the property mortgaged or charged (continued)

SCHEDULE 4

ASSIGNED AGREEMENTS

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1372104
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF VARIATION IN
RELATION TO A COMPOSITE DEBENTURE DATED 01/09/2004
DATED 10 NOVEMBER 2008 AND CREATED BY ESCA FOOD
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY AND EACH LOAN PARTY
TO BANK OF AMERICA, N.A. AND THE SECURED CREDITORS
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 18 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER
2008

P. S. S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES