

Particulars of a mortgage or charge

395

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

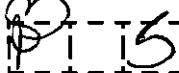


Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01372104

Name of company

* Esca Foods Solutions Limited (the Chargor) ✓

Date of creation of the charge

1 September 2004 ✓

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

A composite debenture (the **Composite Debenture**) dated 1 September 2004 granted by the Charging Companies (including the Chargor) in favour of Bank of America, N.A. (as **Security Trustee**).

Amount secured by the mortgage or charge

Each Charging Company (including the Chargor) covenants with the Security Trustee as agent and trustee for the Secured Creditors that it shall on demand by the Security Trustee pay and discharge all of the Secured Obligations when due.

Please see the attached continuation sheets for defined terms.

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

Bank of America, N.A., of 100 Federal Street, Boston, Massachusetts 02110 USA (as agent and security trustee for the Lenders as defined in the Credit Agreement).

Postcode

Presenter's name address and reference (if any):

Bingham McCutchen LLP
99 Gresham Street
London
EC2V 7HG
Ref: ALW/0067530/0000310084
Doc: 75392.3

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see the 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 LLP Date 10 September 2004

On behalf of [company] [mortgagee/chargee][†]

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

[†]delete as
appropriate

Notes

- 1 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Company Number

01372104

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Particulars of all the property, mortgaged or charged (continued)**

1.1 Each Charging Company, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Security Trustee (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 the Schedule below and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to each Charging Company 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 the security created by the Composite Debenture belonging to each Charging Company 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 each Charging Company;
- (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor as at the date of the Composite Debenture and in the 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;
 and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Composite Debenture or thereafter belong to each Charging 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;
- (e) by way of fixed charge the goodwill of each Charging Company and its uncalled capital at the date of the Composite Debenture or at any time thereafter in existence; and
- (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 at the date of the Composite Debenture or at any time thereafter belonging to each Charging Company 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 described in Schedule 3 of the Composite Debenture.

1.2 In addition, each Charging Company (and to the intent that the security so constituted shall be a continuing security in favour of the Security Trustee) assigned with full title guarantee to the Security Trustee by way of security for the payment of the Secured

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95

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Particulars of all the property, mortgaged or charged (continued)**

Obligations all of its rights, title and interest (at the date of the Composite Debenture and in the future) (to the extent the same are assignable) in all and each of the following assets:

1.2.1 all contracts, agreements, deeds and documents, at the date of the Composite Debenture and in the future, to which each Charging Company is or may become a party and all Related Rights including the agreements specified in Schedule 4 of the Composite Debenture;

1.2.2 the proceeds of any insurance policies and all Related Rights; and

1.2.3 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into at the date of the Composite Debenture or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Composite Debenture) entered into by or given to each Charging Company in respect of the Charged Property including all:

- a) claims, remedies, awards or judgments paid or payable to each Charging Company (including, without limitation, all liquidated and ascertained damages payable to each Charging Company in respect of the items referred to);
- b) 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
- c) 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 Each Charging Company, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Security Trustee (as agent and trustee for the Secured Creditors) by way of floating charge the whole of each Charging Company's undertaking and all its property, assets, book and other debts and monetary claims at the date of the Composite Debenture are at any time thereafter due or owing to each Charging Company (the **Debts**) and rights, whatsoever and wheresoever, at the date of the Composite Debenture and in the future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by Clauses 1.1 and 1.2 above (**Floating Charge Property**).

2. Each Charging Company covenanted that without the prior written consent of the Security Trustee 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

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Particulars of all the property, mortgaged or charged (continued)**

- priority to or pari passu with or after the security created by the Composite Debenture 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. Each Charging Company undertook with the Security Trustee and the other Secured Creditors that it will at all times while there shall subsist any security constituted by or pursuant to the Composite Debenture:
- (a) not without the prior consent in writing of the Security Trustee enter into any onerous or restrictive obligations affecting any of its freehold or leasehold 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;
 - (b) not without the consent of the Security Trustee 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;
 - (b) not without the prior written consent of the Security Trustee part with 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;
 - (c) not without the prior written consent of the Security Trustee 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 Security Trustee 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 the security created by the Composite Debenture.

The Composite Debenture contains a further assurance covenant given by each Charging Company.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 4

Company Number

01372104

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Schedule – The Legally Mortgaged Property**

No.	Property Description	Freehold/Leasehold	Title No.	Registered proprietor
1.	Land at Main Road Anwick	Freehold Leasehold	LL87460 LL144709 LL243911 LL243898 LL243900	MPP Holdings Ltd
2.	Bonnywood Farm, High Winds, Barking Tye, Ipswich, Suffolk IP6 8HY	Freehold	SK253861	MPP Holdings Ltd
3.	Barr Farm, Tattershall Road, Billinghay, Lincoln LN4 4BT	Freehold	LL101611 and LL53570	MPP Holdings Ltd
4.	The Poultry Farm, Billinghay Dales, Billinghay, Lincoln LN4 4BT	Freehold	LL243849	MPP Holdings Ltd
5.	Bunkers Hill Farm, New York Lane, Conningsby, Lincolnshire	Freehold	LL243895	MPP Holdings Ltd
6.	Body Factory, Mildenhall Road, Bury St Edmunds IP32 6ES	Leasehold	SK253933	MPP Holdings Ltd
7.	Sleaford Road, Kirkby	Freehold	LL52101	MPP Holdings Ltd
8.	Mill Farm, Hoxen Road, Denham, Suffolk	Freehold	SK253877	MPP Holdings Ltd
9.	Land adjoining Ketley's, America Road, Errols Colne, Essex	Freehold	EX730506	MPP Holdings Ltd
10.	Row Farm, Wood Lane, Fersfield Norfolk	Freehold	NK310928	MPP Holdings Ltd
11.	Land at Leather Bottle Farm, Fulbeck, Lincolnshire	Freehold	LL243859	MPP Holdings Ltd
12.	Hill Crest Nurseries Wickie Wood, Norfolk	Freehold	NK310932	MPP Holdings Ltd

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 5

Company Number

01372104

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Schedule – The Legally Mortgaged Property**

No.	Property Description	Freehold/Leasehold	Title No.	Registered proprietor
13.	Land at Ashlands Road, Illston on the Hill, Leicestershire	Freehold	LT366780	MPP Holdings Ltd
14.	Mount Lane, Kirkby-la-Thorpe	Freehold	LL220240 LL101622	MPP Holdings Ltd
15.	Overbrook Farm, Green End, Land Beach	Freehold	CB113137	MPP Holdings Ltd
16.	Frog Hall Bridge, Boston Road, Conningsby	Freehold	LL243854	MPP Holdings Ltd
17.	Land off Cratfield Lane, Laxfield, Suffolk	Freehold	SK253876	MPP Holdings Ltd
18.	Land off Creek Road, March, Cambridgeshire	Freehold	CB285479	MPP Holdings Ltd
19.	Land on the north side of Lolham Road, Maxey, Peterborough	Freehold	CB178767 CB285476	MPP Holdings Ltd
20.	Meads Farm, Sleaford Road, Heckington, Sleaford, Lincolnshire	Freehold	LL243850	MPP Holdings Ltd
21.	Crane Farm House, Sibsy, Boston, Lincolnshire PE22 0TT	Freehold	LL144234	MPP Holdings Ltd
22.	Mill View, Beeston Road, Mileham, Kings Lynn, Norfolk PE32 2PZ	Freehold	NK310921	MPP Holdings Ltd
23.	Mount Farm, Mareham Lane, Sleaford, Lincolnshire NG34 OBL	Freehold	LL129544	MPP Holdings Ltd
24.	Spencers Place, Holme Hall, Thetford, Norfolk IP25 7EA	Freehold	NK310919	MPP Holdings Ltd
25.	Land and building situate at	Freehold	BD238584	MPP Holdings Ltd

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 6

Company Number

01372104

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Schedule – The Legally Mortgaged Property**

No.	Property Description	Freehold/Leasehold	Title No.	Registered proprietor
	Potton Bedfordshire			
26.	Land lying to the north of Langworth Road, Scothern	Freehold	LL115679 LL110290 LL187505	MPP Holdings Ltd
27.	Land near Thatched Cottage Farm and other buildings and land at Martin Moore near Horncastle, Lincolnshire	Freehold	LL243862	MPP Holdings Ltd
28.	Salt Box Farm and land on the east side of Mareham Lane, Button, Pedwardine	Freehold	LL130064 LL220239	MPP Holdings Ltd
29.	Land lying to the north of Langworth Road, Scothern, Lincolnshire	Freehold	LL187505 LL110290	MPP Holdings Ltd
30.	Alpha Farm, Somersham, Cambridgeshire	Freehold	CB285514	MPP Holdings Ltd
31.	Crown Thorpe Poultry Farm (formerly known as Bleach Farm) Hardwick Road, Starston, Norfolk	Freehold	NK310981	MPP Holdings Ltd
32.	Land on the south side of Stickford Drove, Stickford, Lincolnshire	Freehold	LL49947	MPP Holdings Ltd
33.	The Poultry Farm, (Land at Quintens Farm and Padleys Farm) Fen Lane, Forward Green, Earl Stonham, Stowmarket, Suffolk IP14 5EF	Freehold	SK253914	MPP Holdings Ltd
34.	Green Farm, Off Bulls Green Lane, Toft Monks, Beccles, Norfolk NR34 0HA	Freehold	NK310964	MPP Holdings Ltd
35.	Poultry site and land on the	Freehold	LL96229	MPP Holdings Ltd

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 7

Company Number

01372104

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Schedule – The Legally Mortgaged Property**

No.	Property Description	Freehold/Leasehold	Title No.	Registered proprietor
	north side of West Drive, Station Road, Langworth, Lincoln, LN3 5BB		LL120360	
36.	Fox Covert Farm, Wangford Road, Westhall, Halesworth, Suffolk IP19 8RH	Freehold	SK253913	MPP Holdings Ltd
37.	Wickenby Airfield, Wickenby Lincolnshire LN3 5AT	Freehold	LL150698	MPP Holdings Ltd
38.	Land and buildings to the South Side of Mount Pleasant Road, Wisbech	Freehold	CB128174 CB151915	MPP Holdings Ltd
	Land and buildings on the north east side of Chase Street, Wisbech	Leasehold	CB285517 CB285518 CB285520	
39.	Grantham Hatchery, Gonerby Hill Foot, Grantham, Lincolnshire NG31 8JE	Freehold Leasehold	LL243901 LL243899	MPP Holdings Ltd
40.	Land near Silver Green, Hempnall, Norfolk	Freehold	NK310961	MPP Holdings Ltd
41.	Hill Farm, Ashbocking Road, Henley, Ipswich, Suffolk IP6 0SA	Freehold	SK14649, SK14762, SK14763 and SK14764	MPP Holdings Ltd
42.	Lancaster Farm, Fen Road, Stickford PE22 5EX	Freehold	LL67766	MPP Holdings Ltd
43.	Brook Farm, Debenham Road, Mickfield, Stowmarket, Suffolk IP14 5LP	Freehold	SK132625 SK253903	MPP Holdings Ltd
44.	Broad Peace, Sowham, Cambridgeshire	Freehold	CB285490	MPP Holdings Ltd
45.	Tongue Farm, North of Fen Road, Stickford, Lincolnshire	Freehold	LL86670	MPP Holdings Ltd

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 8

Company Number

01372104

Name of company

Esca Foods Solutions Limited (the **Chargor**)**Schedule – The Legally Mortgaged Property**

No.	Property Description	Freehold/Leasehold	Title No.	Registered proprietor
46.	Meadow Farm, Wetheringsett, Stowmarket, Suffolk IP14 5PY	Freehold	SK253885	MPP Holdings Ltd
47.	Wicklewood Farm, 77 Low Street, Crownthorpe, Wicklewood, Wymondha, Norfolk	Freehold	NK310952	MPP Holdings Ltd
48.	Brick Kiln Farm, Edgemere Road, Walsingham, Norfolk	Freehold	NK310976	MPP Holdings Ltd
49.	Land lying to the North Side of Bakewell Road, Orton Southgate	Freehold	CB116667	Kitchen Range Foods Limited
50.	Land lying to the South East side of Northfield Drive, Milton Keynes	Freehold	BM95964	
51.	Unit 1, Hinchingsbrooke Business Park, Kingfisher Way, Huntington	Leasehold	CB199792	Kitchen Range Foods Limited
52.	Plot 1, South Skippingdale Industrial Park, Scunthorpe	Freehold	HS152231	

Name of company

Esca Foods Solutions (the **Chargor**)

Definitions

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

Alternative Currency means Euro, Sterling, and each other currency (other than Dollars) that is approved by the Administrative Agent and the Lenders in accordance with Section 1.05 of the Credit Agreement.

Arranger means Banc of America Securities LLC, in its capacity as sole lead arranger and as sole lead book manager.

Bank of America means Bank of America, N.A. and its successors.

Borrower and **Borrowers** each has the meaning specified in the introductory paragraph of the Credit Agreement.

Cash Collateral Agreement means the Cash Collateral Agreement dated on or prior to the Closing Date between OSI Industries Holdings Company, Inc. and the Collateral Agent and in form and substance satisfactory to the Collateral Agent.

Charged Property means the property, assets and income of the Charging Companies mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Composite Debenture and each and every part thereof.

Charging Companies means Bakewell Foods Limited (02538697); Esca Food Solutions Holdings Limited (02489193); Esca Food Solutions Limited (01372104); Gands (U.K.) (02786695); Kitchen Range Foods Limited (01004539); L&O Investments (U.K.) (03283829); MPP Holdings Limited (05081847); OSI International Foods Limited (03322952); OSI International Holdings Limited (03189885) and Penasul UK Limited (04944443).

Closing Date means the first date all the conditions precedent in Section 4.01 of the Credit Agreement dated 1 September 2004 are satisfied or waived in accordance with Section 10.01 of the Credit Agreement.

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

Collateral Agent means Bank of America in its capacity as collateral agent under certain of the Security Documents and its capacity as security trustee under the English Security Documents and the Northern Irish Security Documents, or any successor collateral agent.

Credit Agreement means the credit agreement dated 1 September 2004 made between, among others, OSI Group LLC, certain companies in the OSI Group, Bank of America, N.A. as Administrative Agent and the Lenders (as each term is defined therein), the Lenders have

Name of company

Esca Foods Solutions (the **Chargor**)

Definitions

agreed to make available certain facilities on the terms and conditions contained in the Credit Agreement.

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

Dutch Guarantee means an agreement in substantially the form of Exhibit F-1 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 6.14 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.

Dutch Term Note has the meaning specified in Section 2.11(a) of the Credit Agreement.

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 Charging Companies.

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

Euro and **EUR** mean 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 4, 2004, among OSI Group LLC, the

Name of company

Esca Foods Solutions (the **Chargor**)

Definitions

Administrative Agent and the Arranger.

German Borrowers means OSI FOODS GmbH & CO. KG, ESCA FOOD SOLUTIONS GmbH & CO. KG, ESCA VERWALTUNGS GmbH, OSI INTERNATIONAL FOODS GmbH, OSI INTERNATIONAL HOLDING GmbH and OSI INVESTMENT GmbH.

German Guarantee means an 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 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 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 6.14 of the Credit Agreement.

German Term Note has the meaning specified in Section 2.11(a) of 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 the guarantee given by the Charging Companies in substantially the form of Exhibit F-2 to the Credit Agreement.

Guarantees means, collectively, the U.S. Guarantee and the Offshore Guarantees.

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

L/C Issuer means Bank of America in its capacity as issuer of Letters of Credit under the Credit Agreement, or any successor issuer of Letters of Credit under the Credit Agreement.

Lender means each Lender from time to time party to the Credit Agreement.

Letter of Credit means any letter of credit issued pursuant to 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.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 12

Company Number

01372104

Name of company

Esca Foods Solutions (the **Chargor**)

Definitions

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 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 Documents means the Credit Agreement, the Notes, the Guarantees, Security Documents, the Issuer Documents, the Post-Closing Agreement, the Senior Lender Intercreditor Agreement and the Fee Letter.

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

Northern Irish Guarantee means an agreement substantially in 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.

Northern Irish 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 6.14 of the Credit Agreement.

Northern Irish 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 Northern Irish Loan Party.

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

Offshore Guarantees means, collectively, the Dutch Guarantee, the German Guarantee, the Northern Irish Guarantee and the Guarantee.

Offshore Loan Parties means the Dutch Loan Parties, the German Loan Parties, the English Loan Parties and the Northern Irish Loan Parties.

Offshore Security Documents means the Northern Irish Security Documents, the English Security Documents, the German Security Documents and the Dutch Security Documents.

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.

Name of company

Esca Foods Solutions (the **Chargor**)

Definitions

Post-Closing Agreement means that certain Post-Closing Letter Agreement dated as of September 1, 2004, by and among the Borrowers and the Administrative 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.

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

Revolving Note has the meaning specified in Section 2.11(a) of the Credit Agreement.

Secured Creditors means all and each of the Security Trustee (for itself and on behalf of the Lenders), the Administrative Agent, and the Lenders and **Secured Creditor** shall be construed accordingly.

Secured Obligations means all actual, contingent, present and/or future obligations and liabilities of each Charging Company (including the Chargor) in respect of the Secured Creditors under or pursuant to the Guarantee and the Composite Debenture.

Security Documents means the U.S. Security Documents, the Offshore Security Documents, the Cash Collateral Agreement, 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 pursuant to the terms hereunder 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 Collateral Agency and Intercreditor Agreement dated the Closing Date among the Noteholders, the Administrative Agent on behalf of the Lenders, and Bank of America, as Collateral Agent, substantially in the form of Exhibit G to the Credit Agreement.

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.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 14

Company Number

01372104

Name of company

Esca Foods Solutions (the **Chargor**)

Definitions

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

Swing Line Lender means (a) Bank of America in its capacity as provider of Swing Line Loans, or (b) Bayerische Hypo-und Vereinsbank AG, in its capacity as provider of Swing Line Loans to the German Borrowers, or any successor swing line lender hereunder.

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

Term Notes means, collectively, the U.S. Term Notes, the German Term Notes and the Dutch Term Notes.

United States and U.S. mean the United States of America.

U.S. Guarantee means an agreement in substantially the form of Exhibit F-5 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 6.14 of the Credit Agreement.

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 Note has the meaning specified in Section 2.11(a) of the Credit Agreement.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 01372104

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 1st SEPTEMBER 2004 AND CREATED BY ESCA FOOD SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY (INCLUDING THE CHARGOR) TO THE SECURITY TRUSTEE AS AGENT AND TRUSTEE FOR THE SECURED CREDITORS 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 13th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th SEPTEMBER 2004 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —