

NI04842

Register of Mortgages for
MOY PARK LIMITED

Printed on: 19/11/2001
[P = Partly Satisfied]
[W = Wholly Satisfied]

Particulars of Mortgage

Doc. No. 207
Registered 16/11/2001
Created 01/11/2001
Acquired 0
Amount #

BANK ACCOUNT CREDIT BALANCE PLEDGE
AGREEMENT
ALL RIGHTS AND INTERESTS OF THE COMPANY
WHETHER PRESENT OR FUTURE ACTUAL OR
CONTINGENT IN RESPECT OF ANY SUMS FROM
TIME TO TIME STANDING TO THE CREDIT OF :
1. ACCOUNT NUMBER: 81 036 860 104 IN THE
NAME OF THE COMPANY HELD WITH BARCLAYS
PARIS CENTRALE BRANCH, 45... SEE DOC.
NO. 207 FOR FURTHER DETAILS.

Names of
Mortgagees
RABOBANK
INTERNATIONAL LONDON
BRANCH
LONDON
EC4V 3RL

Satisfactions
W/P Date Doc

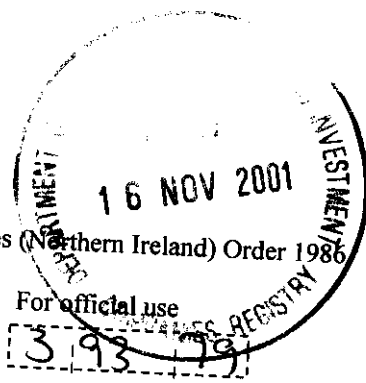
M

Companies Form No. 402

CR 53

207

Particulars of a mortgage Or charge



402

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

To the Registrar of Companies

For official use

Company Number

NI 4842

Please do not write
in this marginPlease complete
legibly, preferably
in black type or
bold block
letteringInsert full name of
company

Name of Company

*MOY PARK LIMITED ("the Company")

Date of creation of charge

1 November 2001

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

Bank Account Credit Balance Pledge Agreement (the "Pledge") made between (1) the Company as pledgor (2) the Lenders (as defined below) and (3) Rabobank International London Branch (the "Security Agent") as agent and trustee for the Lenders

Amount secured by the mortgage or charge

All the debts and obligations of the Company as Obligor (as defined below) to the Lenders (or any one of them) present or future whether actual or contingent joint or several) due for whatever reason pursuant to the Finance Documents (as defined below) (the "Secured Obligations")

Name and address of the mortgagees or persons entitled to the charge

Rabobank International London Branch (as Security Agent)

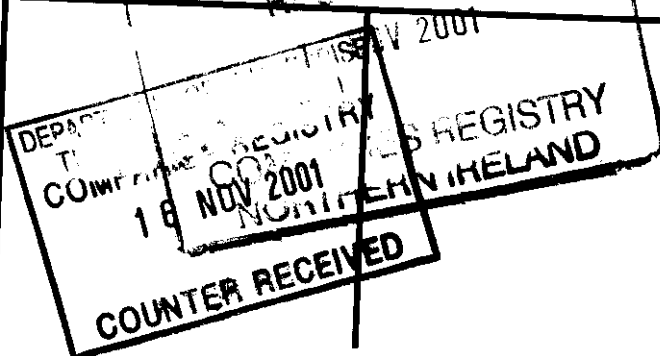
Thames Court One Queenhithe

London

Postcode EC4V 3RL

Presentor's name, address and
reference (if any)ELLIOTT DUFFY GARRETT
SOLICITORS
ROYSTON HOUSE
34 UPPER QUEEN STREET
BELFAST BT1 6FD

REF: KEA/M32/095



Short particulars of all the property mortgaged or charged

All rights and interests of the Company whether present or future actual or contingent in respect of any or all sums from time to time standing to the credit of:

1. Account Number: 81 036 860 104 in the name of the Company held with Barclays Paris Centrale Branch, 45 Boulevard Haussman, 75315 Paris, France (branch code 30588; branch location 60001); and
2. Account Number: 81 036 860 101 in the name of the Company held with Barclays Paris Centrale Branch, 45 Boulevard Haussman, 75315 Paris, France (branch code 30588; branch location 60001)

(together the "Pledged Account")

Please do not write in this margin

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

Particulars as to commission, allowances or discount (note 3)

Nil

Signed Elliott Duffy Garrett

Date: 16 November 2001

On behalf of [company] [mortgagee/chargee]

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 (Article 402). 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 (Article 405). 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 (Article 405), 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 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 Article 405 (4) applies (property situate in Great Britain) and Form No. 405 is submitted.
2. A description of the instrument, eg "The Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this Box 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 debenture should not be entered.
4. If any of the spaces in this form are insufficient the particulars must be entered on the prescribed continuation sheet.

MOY PARK LIMITED

Appendix to Form 402 dated 16 November 2001

Definitions:

"Borrower" means the Company, OSI INTERNATIONAL FOODS LIMITED (registered in England number 3322952), FERNE FOODS LIMITED (registered in Northern Ireland number NI25168), MOY PARK FRANCE S.A. (registered in France number B380525477), McKEY HOLDINGS (EUROPE) LIMITED (registered in England number 2489193), McKEY FOOD SERVICE LIMITED (registered in England number 1372104), KITCHEN RANGE FOODS LIMITED (registered in England number 1004539), BAKEWELL FOODS LIMITED (registered in England number 2538697) and ALBERT VAN ZOONEN B.V. (registered in The Netherlands number 37042002) (together the "Original Borrowers"), Gands (U.K.) (registered in England number 2786695) and any member of the Group which becomes a Borrower in accordance with Clause 31.4 (Additional Borrowers) of the Facility Agreement;

"Facility Agreement" means the £51,000,000 multi currency term loan, revolving credit and guarantee facility agreement dated 29 October 2001 between, amongst others, Gands (U.K.), the Company, Barclays Bank PLC as facility agent and the Security Agent;

"Finance Document" means:

- (a) the Facility Agreement;
- (b) a fee letter dated the date of the Facility Agreement between Barclays Capital and Gands (U.K.), Barclays Bank plc and Gands (U.K.) or the Security Agent and Gands (U.K.) setting out the amount of the various fees referred to in Clause 25 (Fees) of the Facility Agreement;
- (c) a Security Document;
- (d) a novation certificate within the meaning of Clause 31.3 (Procedure for novations) of the Facility Agreement;
- (e) a borrower accession agreement in letter form as set out in Part II of Schedule 4 to the Facility Agreement with such amendments as Barclays Bank plc may approve or reasonably require;
- (f) a guarantor accession agreement in the form of a deed as set out in Part III of Schedule 4 to the Facility Agreement with such amendments as Barclays Bank plc may approve or reasonably require;
- (g) the Intercreditor Agreement;
- (h) any document designated as a hedging document under the Intercreditor Agreement by the Security Agent and Barclays Bank plc in its capacity as hedging bank or any other Lender which becomes a hedging bank in accordance with Clause 6 (Hedging Banks) of the Intercreditor Agreement;
- (i) the guarantee dated 21 December 2000 and given by Rabobank International London Branch in respect of £2,339,064 guaranteed variable rate loan notes issued by the Company, the guarantee issued on 13 January 2000 by Barclays Bank plc in respect of £1,625,000 unsecured loan notes issued by Gands (U.K.) and the guarantee issued on 19 January 1999 by Rabobank International London Branch in favour of Northern Bank Limited;
- (j) any document providing for any overdraft facility or financial accommodation required in connection with the business of the Group referred to in Clause 2.1(c) (Facilities) of the Facilities Agreement and established under Clause 9 (Working Capital Facilities) of the Facilities Agreement; or
- (k) any other document designated as such by the Facility Agent and Gands (U.K.);

“Finance Parties” means Barclays Capital, Barclays Bank plc (as Facility Agent), any hedging bank or the Security Agent;

“French Security Documents” means each of the following agreements:

- (a) the master receivables assignment agreement dated 1 November 2001 entered into between the Company, the Lenders and the Security Agent;
- (b) the Pledge; and
- (c) the shares account pledge agreement dated 1 November 2001 entered into between the Company, the Security Agent and the Lenders;

“Group” means Gands (U.K.) (registered in England number 2786695) and its Subsidiaries;

“Guarantor” means the Company, OSI INTERNATIONAL FOODS LIMITED (registered in England number 3322952), FERNE FOODS LIMITED (registered in Northern Ireland number NI25168), MOY PARK RANGE S.A. (registered in France number B380525477), McKEY HOLDINGS (EUROPE) LIMITED (registered in England number 2489193), McKEY FOOD SERVICE LIMITED (registered in England number 1372104), KITCHEN RANGE FOODS LIMITED (registered in England number 1004539), BAKEWELL FOODS LIMITED (registered in England number 2538697), ALBERT VAN ZOONEN B.V. (registered in The Netherlands number 37042002) and OSI INTERNATIONAL HOLDINGS LIMITED (registered in England number 3189885) (together the “Original Guarantors”), Gands (U.K.) (registered in England number 2786695) and any member of the Group which becomes a Guarantor in accordance with Clause 31.5 (Additional Guarantors) of the Facility Agreement;

“Intercreditor Agreement” means the intercreditor agreement entered into on 29 October 2001 between, amongst others, the Obligors, The Prudential Insurance Company of America and the Finance Parties;

“Lenders” means Barclays Capital, Barclays Bank plc, Rabobank International London Branch, Fleet National Bank and any other banks or financial institutions who are or who become party to the Intercreditor Agreement as Senior Creditors (as defined therein) and any of their successor and assigns and any transferee bank or financial institutions who are or who become from time to time party to the Finance Documents as a Finance Party;

“Obligor” means a Borrower or a Guarantor (as defined in the Facilities Agreement);

“Security Documents” means:

- (a) the Security Agreement dated 1 November 2001 between the Company and the Security Agent
- (b) the Security Agreement dated on or about the date of the Facility Agreement entered into between Gands (U.K.) and the Security Agent;
- (c) the Security Agreement dated on or about the date of the Facility Agreement entered into between McKey Foods Services Limited and the Security Agent;
- (d) the Security Agreement dated on or about the date of the Facility Agreement entered into between Kitchen Range Foods Limited and the Security Agent;
- (e) the Security Agreement dated on or about the date of the Facility Agreement entered into between OSI International Foods Limited and the Security Agent;
- (f) the Security Agreement dated on or about the date of the Facility Agreement entered into between Bakewell Foods Limited and the Security Agent;

- (g) the Security Agreement dated on or about the date of the Facility Agreement entered into between OSI International Holdings Limited and the Security Agent;
- (h) the Security Agreement dated on or about the date of the Facility Agreement entered into between McKey Holdings Europe Limited and the Security Agent;
- (i) the debenture dated 1 November 2001 entered into between the Company and the Security Agent and the debenture dated 1 November 2001 entered into between Ferne Foods Limited and the Security Agent (including, in each case, an assignment of insurance proceeds);
- (j) the charge of shares in the Company dated 1 November 2001 entered into between OSI International Holdings Limited and the Security Agent;
- (k) each French Security Document;
- (l) the pledge of shares in Albert van Zooned B.V. dated on or about the date of the Facility Agreement entered into between Bakewell Foods Limited and the Security Agent;
- (m) any security document substantially in the form of security agreement set out in Schedule 7 (Form of Security Agreement) to the Facility Agreement with such amendments as may be agreed between the Security Agent and Gands (U.K.); or
- (n) any other document evidencing or creating a Security Interest over any asset of an Obligor to secure any obligations of the Obligors to a Finance Party under the Finance Documents.

and

"Subsidiary" means:

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and
 - (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.
-

DUPLICATE FOR THE FILE



NI04842

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Mortgage or Charge
dated the first day of November Two Thousand and One and created by

MOY PARK LIMITED

for securing all moneys now due, or hereafter to become due, or from
time to time accruing due from the Company to

RABOBANK INTERNATIONAL LONDON BRANCH

on any account whatsoever, was this day REGISTERED pursuant to
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this sixteenth day of November
Two Thousand and One

F. Brown

for the Registrar of Companies for
Northern Ireland

Certificate
received by

P. May

Date *21/05/2001*