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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not
write in
this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

1948405

Note
Please read the
notes on page 3
before completing
this form

Name of company

* DUHIG BERRY LIMITED

*Insert full name
of company†Insert name(s) and
address(es) of all
the directors~~†We†~~

ALAN DENNIS BERRY of Penny Royal House, Davids Lane, Avon Park, Ringwood,
Hampshire BH24 2AW
GRAHAM JAMES of Jasmine Cottage, Newbury Road, East Hendred, Oxon OX12 8LG
DESMOND GERRARD WEST, Westweyr, 4a High Park Road, Broadstone,
Dorset BH18 9DE
PETER ALAN RADCLIFFE of Old Ferry House, Ferry Lane, Thelwall,
Cheshire WA4 2SS
RICHARD FREDERICK EVANS of Rotselaerlaan 52, 3080 Tervuren, Belgium
JAMES GUNN of *Bakery Cottage, Chapel Hill, Speen, Wiltshire HP27 0SL*

§ Delete as
appropriate‡Delete whichever
is inappropriate~~†The sole director†~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

- ~~(a) that of a recognised bank or licensed institution within the meaning of the Banking Act 1979~~
~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
(c) something other than the above ‡

The company is proposing to give financial assistance in connection with the acquisition of shares
in the [company] ~~[company's holding company]~~ sThe assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred
for the purpose of that acquisition]~~.

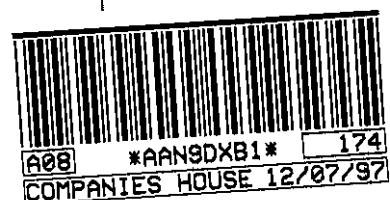
The number and class of the shares acquired or to be acquired is: See Schedule 2 attached.

Presentor's name, address and
reference (if any):

Radcliffes Crossman Block
5 Great College Street
Westminster SW1P 3SJ
DX 113 London
Ref: DUHIG155

For official use
General Section

Post room



The assistance is to be given to: (note 2)

OSI Group Holdings Limited
Registered Office
Applemarket House
17 Union Street
Kingston upon Thames Surrey KT1 1RP

Please do not
write in
this margin

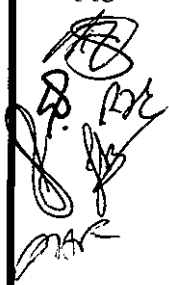
Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

the execution by the Company of:-

- (a) a guarantee ("the Guarantee") in respect of all monies and liabilities from time to time due owing or incurred to Lloyds Bank Plc ("the Bank") by OSI Group Holdings Limited;
- (b) a debenture ("the Debenture") pursuant to which the Company will charge all of its property assets and undertaking in favour of the Bank to secure all monies from time to time due owing or incurred by the Company to the Bank; and
- (c) a funding agreement ("the Funding Agreement") pursuant to which the Company will agree to make available certain loans to OSI Group Holdings Limited to enable it to meet its obligations to the Bank from time to time and the loan notes issued by OSI Group Holdings Limited as part consideration for the acquisition of the shares in the Company.

under



The person who ~~has acquired~~ [will acquire]* the shares is:

*Delete as
appropriate

OSI Group Holdings Limited

The principal terms on which the assistance will be given are:

See schedule 1 attached.



The amount of cash to be transferred to the person assisted is £

nil

The value of any asset to be transferred to the person assisted is £

nil

The date on which the assistance is to be given is within 8 weeks of today's date 10

Please do not
write in
this margin

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

†Delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date] † (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~ † (note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 5 Great College Street
Warrington
SWIP 355

the First day of July
One thousand nine hundred and ninety seven

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

T. Lawson.

Declarants to sign below

R. Evans
[Signature]
[Signature]
[Signature]

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account-see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

[Signature]
[Signature]
[Signature]

SCHEDULE 1

The principal terms on which the assistance will be given are:-

Facilities

- (a) The Bank will make available the following facilities to OSI Group Holdings Limited ("OSI") for the purpose, inter alia, of financing the acquisition of the entire issued share capital of the Company pursuant to the terms of a facility letter ("the Facilities Letter") of today's date addressed by the Bank to OSI:
- (i) a term loan and guarantee facility (the "Term Loan and Guarantee Facility"); and
 - (ii) a revolving loan facility (the "Revolving Facility").
- (b) The Bank will continue to make available an overdraft facility (the "Overdraft") and certain other ancillary facilities to OSI and certain of its subsidiaries pursuant to the terms of a facility letter ("the Working Capital Facility Letter") of today's date addressed by the Bank to OSI and others.

The term loan made available pursuant to the Term Loan and Guarantee Facility bears interest at 2.5 per cent per annum above the Bank's base rate from time to time and commission accrues on the guarantee facility made available pursuant to the Term Loan and Guarantee Facility at 2.5 per cent per annum on the amount guaranteed thereunder. The said term loan is repayable on or before 30th June 2002.

Amounts outstanding under the Revolving Facility bear interest at 3.5 per cent per annum above the Bank's base rate from time to time and the Revolving Facility shall cease to be available on 30th June 2001.

The Overdraft bears interest at the rate of 2.5 per cent per annum above Bank's base rate from time to time and is repayable on demand.

The Guarantee

Pursuant to the Guarantee the Company will guarantee repayment of:

- (a) all money and liabilities whether actual or contingent which now or at any time hereafter may be due, owing or incurred by OSI to the Bank anywhere on any current or other account or in any manner whatsoever without limitation;
- (b) interest on all such money and liabilities to the date of payment; and
- (c) commission and other banking charges and certain other charges and expenses;

The Debenture

Pursuant to the Debenture

- (a) The Company covenants to pay to the Bank all money and liabilities whether actual or contingent (including further advances made by the Bank and secured directly or indirectly by the Debenture) which now or at any time hereafter may be due, owing or incurred by the Company to the Bank may or for which the Company may be or become liable to the Bank on any current or other account or in any manner whatsoever without limitation.
- (b) The Debenture comprises a fixed and floating charges on all the undertaking, assets, properties, revenues, rights and benefits of the Company from time to time.

The Funding Agreement

- (a) The Funding Agreement is entered into between the Company and OSI under which the Company agrees inter alia to put OSI in funds as and when required and from time to time meet its payments under the Facilities Letter and under the Working Capital Facility Letter or otherwise owing to the Bank from time to time and under any of the loan notes ~~of the Company~~ issued as part of the consideration for the acquisition of the shares issued by OSI to be acquired referred to in this statutory declaration.

- (b) Amounts advanced by the Company under the Funding Agreement will bear interest at the rate of 3 per cent per annum above the Bank's base rate from time to time and are repayable on demand.

SCHEDULE 2

The number and class of the shares to be acquired is:

42,412 "A" Ordinary Shares of	25p each
2,525,170 "B" Ordinary Shares of	1p each
10,576 "C" Ordinary Shares of	50p each
10,055 "D" Ordinary Shares of	£1 each
21,834,420 "E" Ordinary Shares of	0.1p each

Report of the Auditors to the directors of Duhig Berry Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985.

We have examined the attached statutory declaration of the directors dated 1st July 1997 in connection with the proposal that the Company should give financial assistance for the purchase of the entire Ordinary Share Capital of the Company.

Basis of the opinion

We have enquired into the state of the affairs of the Company.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in the attached statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Moors Rowland

for and on behalf of Moores Rowland
Chartered Accountants
Registered Auditors

1st July 1997

The Companies Act 1995

Company Limited By Shares

Written Resolution of Duhig Berry Limited ("the Company")

WRITTEN RESOLUTION

Company No: 1948405

(Passed on 1 July 1997)

We, being all the members who at the date hereof are entitled to attend and vote at a General Meeting of the Company HEREBY RESOLVE THAT subject to compliance with Sections 155-158 of the Companies Act 1985:

1. the execution delivery and performance by the Company of, the documents described below is in the best interests of the Company and that there is full and fair consideration to the Company for the obligations it is undertaking in respect thereof:-
 - (a) a guarantee ("the Guarantee") in favour of Lloyds Bank Plc ("the Bank"), in respect of all moneys from time to time due owing or incurred by OSI Group Holdings Limited ("OSI") to the Bank;
 - (b) a debenture ("the Debenture") in favour of the Bank comprising a fixed and floating charge and securing all moneys from time to time or owing to the Company by the Bank;
 - (c) a funding agreement ("the Funding Agreement") between the Company and OSI

under which the Company agrees inter alia to put OSI in funds as and when required and from time to time to make payments under the facility letter of today's date addressed by the Bank to OSI making available term loan, guarantee and revolving facilities to OSI and under a working capital facility of today's date addressed by the Bank to OSI making available working capital facilities and under any other agreements with the Bank.

2. The giving of financial assistance by the Company by the execution of, and the subsequent performance of obligations under the Guarantee, the Debenture and the Funding Agreement be and is hereby approved;
3. any act done or document executed pursuant to any of the foregoing paragraphs of this resolution shall be valid, effective and binding upon the Company notwithstanding any limitation in the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's articles of association (any such limitation being hereby suspended, waived, relaxed or obligated to the extent requisite to give effect to the foregoing resolutions).

Dated the 1st day of July 1997


.....
Alan Denis Berry


.....
Anthony James Duhig


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Graham James


.....
Desmond Gerrard West


.....
Peter Alan Radcliffe