

233647/10

Particulars of a mortgage or charge

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



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[113]

02455416

Name of company

* Del Monte Foods International Limited (the "CHARGOR")

Date of creation of the charge

10 November 2004 (the "CHARGE DATE")

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

Deed of Charge between the Chargor and the Administrative Agent (as defined below) dated 10 November 2004 (the "DEED OF CHARGE")

Amount secured by the mortgage or charge

The Chargor covenants with the Administrative Agent (as defined below) for its benefit and for the benefit of the Secured Parties (as defined in the continuation sheets) that it will on demand pay to the Administrative Agent (as defined below) and discharge any and all of the present or future, actual or contingent liabilities or obligations of the Chargor to any Secured Party (as defined in the continuation sheets) under or arising out of each Loan Document (as defined in the continuation sheets), whether in respect of principal, interest, fees, expenses or otherwise (the "SECURED OBLIGATIONS") when due and payable.

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

Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, 245 Park Avenue, New York, NY 10167, USA, in its capacity as administrative agent and trustee for the Secured Parties (the "ADMINISTRATIVE AGENT")

Postcode

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

Herbert Smith
Exchange House, Primrose
Street, London, EC2A 2HS

2282/6059/30850185

Time critical reference

For official Use
Mortgage Section

Post room



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)

n/a

Signed Herbert Smith

Date 29 November 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)

t 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

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 1

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1. Charges and Assignments

The Chargor with full title guarantee owner hereby:

1.1 charges in favour of the Administrative Agent with the payment and discharge of the Secured Obligations by way of first fixed charge all of its right, title, interest and benefit in and to:

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NO
B
- (a) all its present and future uncalled capital;
 - (b) all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Deed of Charge) on the Charge Date or at any time thereafter belonging to the Chargor;
 - (c) the benefit of any licences, consents, authorisations, choses in action and any other claims (statutory or otherwise) now and in the future belonging to the Chargor or the use of any Charged Property specified in any other sub-paragraph of this paragraph 1 and the right to recover and receive all compensation that may be payable to it or in respect of them;
 - (d) all plants and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
 - (e) all Fixtures;
 - (f) stocks, shares, debentures, bonds and other securities and investments together with all Related Rights accruing thereto on the Charge Date or in the future;
 - (g) all moneys including interest standing to the credit of any account with any person and the debts represented by them;
 - (h) all its present and future Intellectual Property Rights; and
 - (i) (to the extent that the same do not fall within any other subparagraph of this paragraph 1) all of the Chargor's rights and benefits under any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;

1.2 assigns, by way of security, to the Administrative Agent as trustee for the Secured Parties all the Chargor's right, title and interest in and to each of the following:

- (a) all present and future book and other debts, the proceeds of same and monetary claims now or at any time after the date of the Deed of Charge due or owing to the Chargor that are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Administrative Agent by or pursuant to the Deed of Charge and all rights and guarantees relating thereto including any security or remedies therefor (the "**Debts**"); and
- (b) present and future contracts, and contracts or policies of insurance (including life policies) in which the Chargor now or after the date of the Deed of Charge has an interest and all moneys from time to time payable thereunder and all claims and returns of premiums in respect thereof;

1.3 charges in favour of the Administrative Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating the whole of the Chargor's undertaking and assets, present and future, other than

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 2

any assets for the time being effectively charged to the Administrative Agent by way of fixed charge or effectively assigned (whether at law or in equity) to the Administrative Agent or otherwise subject to an effective fixed security in favour of the Administrative Agent;

provided that none of the foregoing paragraphs shall extend to any real property or any interest or right in or appertaining to or connected with real property.

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by Section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created under the Deed of Charge.

2. Crystallisation of Floating Charge

- 2.1 The Administrative Agent may at any time after the occurrence of an Event of Default and, where required by the Credit Agreement, the giving of notice by the Administrative Agent by notice in writing to the Chargor convert the floating charge created by paragraph 1.3 (the "**floating charge**") with immediate effect into a fixed charge as regards any property or assets specified in the notice.
- 2.2 Notwithstanding paragraph 2.1 and without prejudice to any rule of law that may have a similar effect, the floating charge shall automatically be converted with immediate effect into a fixed charge as regards all the assets subject to the floating charge and without notice from the Administrative Agent to the Chargor on:
- (a) the presentation of a petition for the compulsory winding-up of the Chargor;
 - (b) the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Chargor;
 - (c) the presentation of a petition for the making of an administration order in relation to the Chargor; or
 - (d) the presentation or making of an application for warrant of execution, writ of fieri facias, garnishee order or charging order in respect of any of the assets of the Chargor subject to the floating charge.

3. Negative Pledge

The Chargor undertakes with reference to the Debts not, unless permitted by the Credit Agreement or with the prior consent in writing of the Administrative Agent, to sell, factor, discount, charge, assign or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so.

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 3

DEFINITIONS

"Advance" means, as applicable, a Revolving Advance, a Swing Line Advance or an Incremental Term Loan;

"Affiliate" means, as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person or is a director, partner or officer of such Person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a Person means the possession, directly or indirectly, (a) by such other Person of the power to vote 5% or more of the Stock of such Person or (b) by such other Persons of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Stock, by contract or otherwise;

"Agreement Date" means March 21, 2003;

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee, and accepted by the Administrative Agent, in accordance with the terms of and in the form specified in the Credit Agreement;

"Bankruptcy Code" means the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), and any similar laws relating to the insolvency of debtors in any other country, as the same may on or after the Agreement Date be amended, and including any successor statute;

"Board of Directors" means (a) with respect to a corporation, the board of directors of such corporation or a duly authorised committee of the board of directors, (b) with respect to a partnership, the board of directors or similar body of the general partner (or, if more than one general partner, the managing general partner) of such partnership, and (c) with respect to a limited liability company, any managing or other authorised committee of such limited liability company or any board of directors or similar body of any managing member;

"Borrower Joinder Agreement" means a joinder agreement in substantially the form of Exhibit E-1 to the Credit Agreement and otherwise acceptable to the Administrative Agent, entered into by the Administrative Agent and each Subsidiary of Fresh Produce acceptable to the Administrative Agent dated as of 10 November 2004 whereby each such Subsidiary has agreed to be bound by the terms and conditions of the Credit Agreement and to become a "Borrower" under the Credit Agreement as of 10 November 2004;

"Borrowers" means, collectively, Fresh Produce, Del Monte Fresh Produce N.A., Inc., Del Monte Fresh Produce International, Inc., Fresh Del Monte Ship Holdings Ltd., Del Monte Fresh Produce B.V., Del Monte Fresh Produce (UK) Ltd., Del Monte Foods International Ltd., Del Monte International Inc., Del Monte Europe Ltd., including any Subsidiary of Fresh Produce acceptable to the Administrative Agent which executes and delivers a Borrower Joinder Agreement to the Administrative Agent as of 10 November 2004; each of the Borrowers individually is a **"Borrower"**;

"Borrowing" means a Revolving Borrowing, a Swing Line Borrowing or an Incremental Term Loan Borrowing;

"Business Day" means a day of the year on which banks are not required or authorized by law to close in New York City, and, if the applicable Business Day relates to any LIBO Rate Advances (as defined in the Credit Agreement), on which dealings are carried on in the London interbank market;

"Change of Control" means at any time, with respect to any Loan Party, the occurrence of any of the following: any Person other than the direct and indirect shareholders of such Loan Party existing on the date of the Credit Agreement, (a) acquires (whether through legal or "beneficial ownership", by contract or otherwise), directly or indirectly the right to vote more than 45% of the

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 4

total voting power of all classes of Stock of such Loan Party then outstanding and such percentage is in excess of the percentage owned by such direct and indirect shareholders existing on the date of the Credit Agreement, or (b) shall have elected, or caused to be elected, a sufficient number of its or their nominees to the Board of Directors of such Loan Party such that the nominees so elected (regardless of when elected) shall collectively constitute a majority of the Board of Directors of such Loan Party;

"Charged Property" means all property (and all rights, title and interest thereto or therein) on the Charge Date or thereafter charged or assigned in favour of the Administrative Agent by or pursuant to paragraph 1 (set out on continuation sheets 1 and 2 above) or any other provision of the Deed of Charge;

"Collateral" means all Pledged Stock, all other "Collateral" referred to in the Security Documents and all other property (including, but not limited to, the proceeds of such "Collateral" and all after-acquired property) that is or is intended to be subject to any Lien in favour of the Administrative Agent in accordance with the terms of the Security Documents;

"Commitment" means, with respect to any Lender at any time, its Revolving Commitment and its Incremental Term Loan Commitment;

"Credit Agreement" means the amended and restated credit agreement dated as of March 21, 2003, as amended by the first amendment to amended and restated credit agreement dated as of January 27, 2004, as further amended by the second amendment to amended and restated credit agreement dated as of June 24, 2004 and as further amended by the third amendment to amended and restated credit agreement dated on or about the date of the Deed of Charge and made between (1) Del Monte Fresh Produce International Inc., Del Monte Fresh Produce N.A., Inc., Fresh Produce, Fresh Del Monte Ship Holdings Ltd., Del Monte Fresh Produce B.V., Del Monte Fresh Produce (UK) Ltd., Del Monte International Inc., Del Monte Foods International Ltd. and Del Monte Europe Limited, as borrowers, (2) Rabobank, as Administrative Agent and (3) the financial institutions named therein as Lenders;

"Debt, as defined in the Credit Agreement" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables, including trade payables arising in connection with consignment sale arrangements, not overdue by more than 60 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than trade payables not overdue by more than 60 days incurred in ordinary course of business), (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalised Leases (as defined in the Credit Agreement), (f) all obligations, contingent or otherwise, of such Person under acceptance, letter of credit or similar facilities, (g) all obligations under Foreign Exchange Contracts and Hedge Agreements, (h) all obligations of others referred to in clauses (a) through (g) above or clause (i) below Guaranteed by such Person, and (i) all obligations referred to in clauses (a) through (g) above of another Person secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such obligations;

"Del Monte Europe License" means the Amended License Agreement dated May 9, 1990 between Del Monte Corporation and Del Monte Foods Limited (now known as Del Monte Europe Ltd.);

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 5

"Del Monte International Licenses" means (a) the Amendment License Agreement dated May 4, 1990 between Del Monte Corporation and Del Monte International Inc., and (b) the Amended License Agreement dated May 9, 1990 between Del Monte Corporation and Del Monte International Inc.;

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; or (c) a commercial bank or other financial institution (whether a corporation, partnership, trust or other entity) that is engaged in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business, having combined capital and surplus of at least U.S.\$250,000,000; provided, however, that neither any Loan Party nor any Affiliate of a Loan Party shall qualify as an Eligible Assignee under this definition;

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, supplemented or otherwise modified from time to time, and the regulations promulgated and rulings issued thereunder;

"ERISA Affiliate" of any Person means any other Person that for purposes of Title IV of ERISA is a member of the controlled group of such Person, or under common control with such Person, within the meaning of Section 414 of the Internal Revenue Code;

"ERISA Event" with respect to any Person means (a) (i) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan of such Person unless the 30-day notice requirement with respect to such event has been waived by the PBGC, or (ii) the requirements of subsection (1) of Section 4043(b) of ERISA (without regard to subsection (2) of such Section) are met with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days; (b) the application for a minimum funding waiver with respect to a Plan; (c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (d) the cessation of operations at a facility of such Person or any

ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA; (e) the withdrawal by such Person or any ERISA Affiliate from a Multiple Employer Plan (as defined in the Credit Agreement) during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (f) the conditions for imposition of a lien under Section 302(f) of ERISA shall have been met with respect to any Plan; (g) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 307 of ERISA; or (h) the institution by the PBGC of proceedings to terminate a Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that constitutes grounds for the termination of, or the appointment of a trustee to administer, such Plan;

"Event of Default" means each of the following, whatever the reason for such event:

(a) any Loan Party shall fail to pay (i) any principal of, or any interest on, any Advance payable under the Credit Agreement or under any Note when due; or (ii) any fees payable under the Credit Agreement or any other obligation payable under the Credit Agreement, under any Note or any other Loan Document within three Business Days after notice thereof shall be given to any Borrower by the Administrative Agent or Lender; or

(b) any material representation or warranty made in writing by or on behalf of any Loan Party under or in connection with the Credit Agreement or any other Loan Document or in any instrument furnished in connection with the transactions contemplated by the Credit Agreement shall prove to have been incorrect in any material respect when made or deemed made; or

(c) any Loan Party shall fail to perform or comply in any material respect with any term, covenant or agreement contained in section 5.16(a) (*Reporting Requirements; Default Notice*) or Article 6

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 6

(*Negative Covenants*) of the Credit Agreement ; or

(d) any Loan Party shall fail to perform or comply in any material respect with any term, covenant or agreement contained in any of sections 5.4 (*Maintenance of Insurance*), 5.5 (*Preservation of Corporate Existence*), 5.12 (*Transactions with Affiliates*), 5.15 (*Material Subsidiaries*), or 5.16 (*Reporting Requirements*) (other than 5.16(a) (*Default Notice*)) of the Credit Agreement, and such failure shall remain unremedied for five Business Days after the earlier of (i) the date any Loan Party knew of the occurrence of such failure, or (ii) notice thereof shall have been given to any Loan Party by the Administrative Agent or any Lender; or

(e) any Loan Party shall fail to perform or comply in any material respect with any other term, covenant or agreement contained in any Loan Document and such failure shall remain unremedied for 10 Business Days after the earlier of (i) the date any Loan Party knew of the occurrence of such failure, or (ii) notice thereof shall have been given to any Loan Party by the Administrative Agent or any Lender; or

(f) any Loan Party or any of its Material Subsidiaries (as defined in the Credit Agreement) shall fail to pay any principal of, premium or interest on or any other amount payable in respect of any Debt, as defined in the Credit agreement, if such Debt, as defined in the Credit Agreement is outstanding in a principal amount of at least U.S.\$10,000,000 (or the non-U.S. currency equivalent thereof) in the aggregate (but excluding Debt, as defined in the Credit Agreement, outstanding under the Credit Agreement), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue for a period of 10 consecutive days after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt, as defined in the Credit Agreement; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt, as defined in the Credit Agreement, and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or for a period of 10 consecutive days after such applicable grace period if the effect of such event or condition is to permit the acceleration of, the maturity of such Debt, as defined in the Credit Agreement, or otherwise to cause, or to permit the holder thereof to cause, such Debt, as defined in the Credit Agreement, to mature; or any such Debt, as defined in the Credit Agreement, shall be declared to be due and payable or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt, as defined in the Credit Agreement, shall be required to be made, in each case prior to the stated maturity thereof; or

(g) any Loan Party or any of its Material Subsidiaries (as defined in the Credit Agreement) shall generally not pay its debts as such debts become due, shall suspend or threaten to suspend making payment whether of principal or interest with respect to any class of its debts or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of its creditors; or any proceeding shall be instituted by or against any Loan Party or any of its Material Subsidiaries (as defined in the Credit Agreement) (each an "**Affected Party**") seeking, or seeking the administration, to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganisation, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganisation or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, administrator, receiver and manager, trustee, or other similar official for it or for any substantial part of the property of any such Affected Party and its Subsidiaries, taken as a whole, and, in the case of any such proceeding instituted against it (but not instituted by it) that is being diligently contested by it in good faith, either such proceeding shall remain undismissed or unstayed for a period of 30 days or any of the actions sought in such proceeding (including without limitation the entry of an order for relief against, or the appointment of a receiver, administrator, receiver and manager, trustee, custodian or

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 7

other similar official for it or any substantial part of the property of such Affected Party and its Subsidiaries, taken as a whole,) shall occur; or any Loan Party or any of its Material Subsidiaries (as defined in the Credit Agreement) shall take any corporate action to authorise any of the actions set forth above in this subsection (g) or an encumbrancer takes possession of, or a trustee or administrator or other receiver or similar officer is appointed in respect of, all or any substantial part of the business or assets of any Loan Party and its Subsidiaries, taken as a whole, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within 10 days of being levied, enforced or sued out, or any Lien that may for the time being affect a substantial part of the assets of any Affected Party and its Subsidiaries, taken as a whole, becomes enforceable, or anything analogous to any of the events specified in this subsection (g) occurs under the laws of any applicable jurisdictions; or

(h) any judgment or order for the payment of money shall be rendered against any Loan Party or any of its Subsidiaries, which when added to all other unpaid judgments or orders for the payment of money rendered against the Loan Parties and their Subsidiaries, exceeds U.S.\$25,000,000 in the aggregate and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order and such judgment or order has not been stayed for any period of 20 consecutive Business Days or (ii) there shall be any period of 20 consecutive Business Days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(i) any non-monetary judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could have a Material Adverse Effect, and there shall be any period of 20 Business Days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(j) any material provision of any material Loan Document after delivery thereof pursuant to the terms of the Credit Agreement shall for any reason cease to be valid and binding on or enforceable against any Loan Party party to it, or any such Loan Party shall so state in writing; or

(k) any Security Document after delivery thereof pursuant to the terms of the Credit Agreement shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority lien (subject to Permitted Liens, as defined in the Credit Agreement) on and security interest in the Collateral purported to be covered thereby; or

(l) any Change of Control with respect to any Loan Party or any of its Material Subsidiaries (as defined in the Credit Agreement) shall have occurred, excluding any consolidation, merger or transfers between or among any Loan Parties or their respective Subsidiaries to which the Administrative Agent has consented, such consent not to be unreasonably withheld or any other transaction permitted under the Credit Agreement; or

(m) any ERISA Event shall have occurred with respect to a Plan of any Loan Party or any ERISA Affiliate and the sum (determined as of the date of occurrence of such ERISA Event) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans of the Loan Parties and their ERISA Affiliates with respect to which an ERISA Event shall have occurred and then exist (or the liability of the Loan Parties and the ERISA Affiliates related to such ERISA Event) exceeds U.S.\$15,000,000, which liability is not satisfied within 10 Business Days; or

(n) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan of such Loan Party or any ERISA Affiliate that it has incurred Withdrawal Liability (as defined in ERISA) to such Multiemployer Plan in an amount that, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Loan Parties and their ERISA Affiliates as Withdrawal Liability (as defined in ERISA) (determined as of the date of such notification), exceeds U.S.\$15,000,000 or requires payments exceeding U.S.\$5,000,000 per annum, which liability is not satisfied within 10 Business Days; or

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 8

(o) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganisation or is being terminated, within the meaning of Title IV of ERISA, and as a result of such reorganisation or termination the aggregate annual contributions of such Loan Party and their ERISA Affiliates to all Multiemployer Plans that are then in reorganisation or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the plan years of such Multiemployer Plans immediately preceding the plan year in which such reorganisation or termination occurs by an amount exceeding U.S.\$15,000,000, which liability is not satisfied within 10 Business Days; or

(p) any Trademark License shall at any time and for any reason be suspended, revoked or otherwise terminated prior to the scheduled termination thereof, or shall otherwise cease to be in full force and effect or the right of any Loan Party to use the Trademark pursuant to the Trademark Licenses to which such Loan Party is a party shall at any time be suspended, revoked or otherwise terminated or, in the sole judgment of the Lenders, materially impaired;

"Fee Letter" means, that certain fee letter executed by the Borrowers setting forth the applicable fees relating to the Credit Agreement to be paid to the Administrative Agent, on its behalf and on behalf of the Lenders;

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery owned from time to time by the Chargor;

"Foreign Exchange Bank" means any Lender or any Affiliate thereof that is party to a Foreign Exchange Contract with a Loan Party;

"Foreign Exchange Contract" means, with respect to any Person, any foreign exchange contract, forward foreign exchange contract, currency swap, currency future, currency option, or other similar agreement or arrangement designed to protect such Person against fluctuations in foreign exchange rates or currency valuations, entered into in the ordinary course of business for bona fide hedging purposes and not for the purpose of speculation;

"Fresh International License" means the License Agreement dated as of December 5, 1989 by and between Del Monte Corporation and Del Monte Fresh Produce International, Inc., as amended by that certain Amendment No. 1, effective as of October 12, 1992;

"Fresh International Sublicense" means the Sublicense Agreement dated as of December 5, 1989, by and between Wafer Limited (as sublicensor) and Del Monte Fresh Produce International, Inc., (as sublicensee), as amended by that certain Amendment No. 1, effective as of October 12, 1992;

"Fresh N.A. Sublicense" means the Sublicensing Use of Trademark Agreement dated as of December 20, 1996 between Del Monte Fresh Produce (Florida) Inc., (as sublicensor) and Del Monte Fresh Produce, N.A., Inc., (as sublicense) in connection with the NAJ License;

"Fresh Produce" means Fresh Del Monte Produce Inc., a Cayman Islands company;

"Guarantors" means each of the Persons listed under the heading of "Guarantor" on Schedule G-1 to the Credit Agreement, including among others the Chargor, and each other Person that delivers a Guaranty Agreement at any time after the Agreement Date;

"Guaranty" or "Guaranteed", as applied to an obligation (each a "primary obligation"), means (a) any guaranty, direct or indirect, in any manner, of any part or all of such primary obligation, and (b) any agreement, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment or performance (or payment of damages in the event of non-performance) of any part or all of such primary obligation, including any obligation, whether or not contingent, (i) to purchase any such primary obligation or any property or asset constituting direct or indirect security therefor, or (ii) advance or supply funds for the purchase or payment of such primary obligation, or (iii) to purchase property, assets, securities or services primarily for the

Del Monte Foods International Limited
Company number: 02455416
Continuation Sheet No 9

purpose of assuring the owner or holder of any primary obligation of the ability of the primary obligor with respect to such primary obligation to make payment thereof; provided, however, that "Guaranty" shall not include non-binding comfort letters limited to corporate intent or policies;

"Guaranty Agreements" means the guaranty agreements, guaranty and indemnity deeds, and other similar agreements delivered on the Agreement Date by each of the Persons listed under the heading of "Guarantor" on Schedule G-1 to the Credit Agreement, guaranteeing or providing an indemnity for the obligations described on Schedule G-1 to the Credit Agreement, and any other agreement delivered after the Agreement Date (including by way of supplement or amendment to any guaranty or indemnity agreement) by any Person providing an indemnity or guaranty of all or any part of the Obligations, in each case as amended, supplemented or modified from time to time in accordance with its terms;

"Hedge Agreements" means with respect to any Person, (a) any arrangement whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, caps, floors, collars and similar agreements and (b) any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement (including any fuel, grain or corrugated board futures agreement) designed to protect such Person against fluctuations in commodity prices (including fuel, grain or corrugated board prices), in each case, entered into in the ordinary course of business for bona fide hedging purposes and not for the purpose of speculation;

"Incremental Term Loan Borrowing" means a borrowing consisting of simultaneous Incremental Term Loans of the same Tranche made by the Incremental Term Loan Lenders;

"Incremental Term Loan Commitment" means, with respect to any Lender at any time, the amount set forth opposite such Lender's name on a Lender Joinder Agreement as its "Incremental Term Loan Commitment" or, if such Lender has entered into one or more Assignments and Acceptances, set forth for such Lender in the Register as such Lender's "Incremental Term Loan Commitment", with respect to any Tranche of Incremental Term Loans; provided, however, after the initial funding of any Tranche of Incremental Term Loans by such Lender, the Term Loan Commitment of any Lender with respect to such Tranche shall be deemed to be in an amount equal to the outstanding principal amount of Incremental Term Loans owing to such Lender in connection with such Tranche;

"Incremental Term Loan Lender" means any Lender having an Incremental Term Loan Commitment or making Incremental Term Loans pursuant thereto;

"Incremental Term Loan Note" means a promissory note of any Borrower payable to the order of an Incremental Term Loan Lender, in substantially the form of Exhibit B-2 to the Credit Agreement in the principal amount of such Incremental Term Loan Lender's Incremental Term Loan Commitment for any Tranche, and any extensions, renewals or amendments to, or replacements of, the foregoing; and **"Incremental Term Loan Notes"** means all such promissory notes of any Borrower in an aggregate principal amount equal to the aggregate Incremental Term Loan Commitments of all Incremental Term Loan Lenders;

"Incremental Term Loans" means the amounts advanced from time to time by the Incremental Term Loan Lenders holding an Incremental Term Loan Commitment to any Borrower as Incremental Term Loans under the applicable Incremental Term Loan Commitment; provided, the aggregate amount of Incremental Term Loans advanced under the Credit Agreement shall not exceed U.S.\$400,000,000;

"Intellectual Property Rights" means all patents, trade marks, service marks, registered designs,

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 10

design rights, business names, topographical or similar rights, copyrights and other intellectual property, monopoly rights and any interests in any of the foregoing (in each case, whether or not registered and including all applications for the same);

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder;

"Insufficiency" means, with respect to any Plan, the amount, if any, or its unfunded benefit liabilities, as defined in Section 4001(a)(18) of ERISA;

"Issuing Bank" means Rabobank and its successors and assigns under the Credit Agreement as issuer of a Letter of Credit;

"L/C Related Documents" means the Credit Agreement, the Letters of Credit and any agreement or instrument relating thereto;

"Lenders" means, collectively the Revolving Lenders and the Incremental Term Loan Lenders, and **"Lender"** means any one of them;

"Lender Joinder Agreement" means a joinder agreement in substantially the form of Exhibit E-2 to the Credit Agreement and otherwise acceptable to the Administrative Agent, by and between the Administrative Agent and a New Lender, pursuant to which such New Lender agrees to (a) become a Revolving Lender under the Credit Agreement bound by the terms and conditions of the Credit Agreement and assume a Revolving Commitment in the amount set forth next to such New Lender's name on Schedule C-1 to the Credit Agreement, in each case as of 10 November 2004, or (b) become an Incremental Term Loan Lender under the Credit Agreement bound by the terms and conditions of the Credit Agreement and assume an Incremental Term Loan Commitment in the amount set forth for such New Lender in such joinder agreement, as of the effective date of such joinder agreement;

"Letters of Credit" means letters of credit issued by the Issuing Bank on the terms and conditions set forth in the Credit Agreement (each, a **"Letter of Credit"**), denominated in U.S. dollars for the account of any Borrower from time to time on any Business Day from and after the date of the initial Advance until the Revolving Termination Date in an aggregate amount not to exceed at any time outstanding the Letter of Credit Sublimit in effect at such time; provided that, after giving effect to the issuance of such Letter of Credit, the Total Current Exposure shall not exceed the Total Revolving Commitment. All amounts paid by the Issuing Bank under a Letter of Credit shall, immediately upon the making of such payment and without the necessity of further act or evidence, constitute Revolving Advances to the requesting Borrower by the Issuing Bank hereunder for all purposes of the Credit Agreement which shall be deemed made by the Issuing Bank, and the Issuing Bank shall be entitled to all of the benefits of the Credit Agreement and the other Loan Documents with respect to such Revolving Advances. Each Letter of Credit issued under the Existing Credit Agreement (as defined in the recitals of the Credit Agreement) and outstanding as of the Agreement Date shall automatically be deemed to have been issued and outstanding under the Credit Agreement as of the Agreement Date;

"Letter of Credit Amount" means at any time, the sum of (a) the aggregate maximum amount available to be drawn under all Letters of Credit outstanding at such time (assuming compliance at such time with all conditions to drawing), plus (b) the aggregate drawn but unreimbursed drawings of any Letters of Credit;

"Letter of Credit Sublimit" means U.S.\$100,000,000;

"Lien" means, with respect to any property, any mortgage, lien, pledge, assignment by way of security, charge hypothec, security interest, title retention agreement, levy, execution, seizure, attachment, garnishment, or other encumbrance of any kind in respect of such property;

"Loan Documents" means the Credit Agreement, the Notes, the Guaranty Agreements, the

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 11

Security Documents, all L/C Related Documents, the Fee Letter, the Supplemental Fee Letter, each Borrower Joinder Agreement, each Lender Joinder Agreement, the Ratification Agreement, the documents executed in connection with the Incremental Term Loans, each Notice of Borrowing, each Notice of Issuance, any Foreign Exchange Contract between a Foreign Exchange Bank and a Loan Party, and all other documents, instruments, certificates, and agreements executed or delivered by Fresh Produce or its Subsidiaries in connection with or pursuant to the Credit Agreement. Without limiting the generality of the foregoing, each amendment to the Credit Agreement or to any other Loan Document, each waiver of any provision of the Credit Agreement or any other Loan Document, and each instrument and agreement executed in connection with the Credit Agreement or any other Loan Document shall be deemed to be a Loan Document for all purposes of the Credit Agreement and the other Loan Documents;

"Loan Party" or "Loan Parties" means each of the Borrowers, the Guarantors, and the Pledgors;

"Material Adverse Effect" means, as of any date of determination, a material adverse effect on (a) the business, condition (financial or otherwise), operations, performance, properties or prospects of Fresh Produce, and its Subsidiaries taken as a whole or (b) the material rights and remedies of the Administrative Agent or any Lender under any Loan Document or (c) the ability of Fresh Produce, and its Subsidiaries, collectively, to perform their Obligations under the Loan Documents;

"Multiemployer Plan" of any Person means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which such Person or any of its ERISA Affiliates is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions;

"NAJ License" means the License Agreement dated as of December 5, 1989 by and between Del Monte Corporation and Del Monte Fresh Produce N.A., Inc., as amended by that certain Amendment No. 1, effective as of October 12, 1992, and that certain Assignment and Assumption Agreement dated December 20, 1996, between Del Monte Fresh Produce N.A., Inc., and Del Monte Fresh Produce (Florida) Inc.;

"New Lender" means any Person that is an Eligible Assignee, is approved by the Administrative Agent and Fresh Produce (such approval not to be unreasonably withheld or delayed) and executes and delivers a Lender Joinder Agreement to the Administrative Agent;

"Notes" means, collectively, the Revolving Loan Notes and the Incremental Term Loan Notes;

"Notice of Borrowing" means a Notice of Incremental Term Loan Borrowing, a Notice of Revolving Borrowing or a Notice of Continuation or Conversion of Incremental Term Loan Borrowing, as applicable;

"Notice of Continuation or Conversion of Incremental Term Loan Borrowing" means a written notice substantially in the form set out in the Credit Agreement from the Borrower obligated under an Incremental Term Loan to the Administrative Agent to convert all or a portion of the Incremental Term Loans of one Type to Incremental Term Loans of another Type or to continue as Incremental Term Loans of the same Type upon the end of the Interest Period (as defined in the Credit Agreement) applicable thereto;

"Notice of Incremental Term Loan Borrowing" means a notice substantially in the form set out in the Credit Agreement that may be delivered by any Borrower to the Administrative Agent, at any time after 10 November 2004 until 180 days prior to the Revolving Termination Date, to request an Incremental Term Loan Borrowing;

"Notice of Issuance" means a notice by telex, telecopier or electronic mail from the requesting Borrower to the Administrative Agent requesting the issuance of a Letter of Credit;

"Notice of Revolving Borrowing" means a written notice from the Borrower requesting a

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 12

Revolving Advance to the Administrative Agent, on the terms and in the form set out in the Credit Agreement;

"Obligation" means, to the extent arising under the Credit Agreement, under the Notes or under any other Loan Document, all Advances, loans, debts, liabilities, covenants and duties owing by any Borrower or any Loan Party to the Administrative Agent, any Lender, the Issuing Bank, or any Foreign Exchange Bank of any kind or nature, present or future, whether or not for the payment of money, whether (a) arising by reason of any (i) extension of credit, (ii) opening or amendment of a Letter of Credit or payment of any draft drawn thereunder, (iii) loan, (iv) guaranty, (v) indemnification, or (vi) Foreign Exchange Contract between a Loan Party and a Foreign Exchange Bank, or (b) direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, existing on or arising after the Agreement Date and however acquired (including any interest, fees and expenses that, but for the provisions of the Bankruptcy Code, would have accrued);

"PBGC" means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA;

"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or political subdivision or agency thereof;

"Plan" means a Single Employer Plan (as defined in the Credit Agreement) or a Multiple Employer Plan (as defined in the Credit Agreement);

"Pledge Agreements" means any pledge agreement, charge over shares or similar agreement delivered on the Agreement Date by each of the Persons listed under the heading of "Pledgor" on Schedule P-1 to the Credit Agreement, granting a Lien on the Stock described on Schedule P-1 to the Credit Agreement in favour of the Administrative Agent, and any other agreement delivered after the Agreement Date (including by way of supplement to any pledge agreement) by any Person granting a Lien on any Stock owned by such Person, in each case as amended, supplemented or modified from time to time in accordance with its terms;

"Pledged Account Agreements" means that certain Lock Box and Assigned Account Agreement dated the Agreement Date among the Administrative Agent, Del Monte Fresh Produce, N.A., Inc., Harris Trust and Savings Bank, and any other similar agreement with a similar financial institution delivered in connection with a lockbox account of any Loan Party;

"Pledged Stock" means, collectively, all Stock (or any portion thereof) of a Subsidiary that has been pledged to the Administrative Agent pursuant to a Pledge Agreement;

"Pledgors" means each of Persons listed under the heading of "Pledgor" on Schedule P-1 to the Credit Agreement, including among others the Chargor, and each other Person that at any time after the Agreement Date pledges any Stock of any of its Subsidiaries to secure the Obligations or any part thereof;

"Pro Rata Share" of any amount means, with respect to (a) any Revolving Lender under the Revolving Commitment at any time, an amount equal to (i) a fraction the numerator of which is the amount of such Revolving Lender's Revolving Commitment at such time and the denominator of which is the Total Revolving Commitment at such time, multiplied by (ii) such amount, (b) any Incremental Term Loan Lender under the Incremental Term Loan Commitment at any time, an amount equal to (i) a fraction the numerator of which is the amount of such Incremental Term Loan Lender's Incremental Term Loan Commitment at such time and the denominator of which is the aggregate Incremental Term Loan Commitments of all Incremental Term Loan Lenders, multiplied by (ii) such amount, and (c) with respect to any Lender at any time, an amount equal to (i) a fraction the numerator of which is the sum of such Lender's Revolving Commitment and such Lender's Incremental Term Loan Commitment at such time and the denominator of which is the

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 13

Total Commitment at such time, multiplied by (ii) such amount;

"Rabobank" means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch;

"Ratification Agreement" means that certain Ratification Agreement dated as of 10 November 2004 by each of the Loan Parties in favour of the Administrative Agent;

"Register" means a register maintained by the Administrative Agent pursuant to the Credit Agreement for the recordation of the names and addresses of the Lenders and their respective Commitments, the principal amount of the Advances owing under the Credit Agreement to, and the Notes held by, each Lender from time to time;

"Related Rights" means, in relation to shares or any other securities, any dividend or interest paid or payable in relation to such shares or other securities and rights, money or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Revolving Advance" means an advance under the Revolving Commitments pursuant to the Credit Agreement whereby each Revolving Lender agrees, severally and not jointly, on the terms and conditions set forth in the Credit Agreement, to make advances under the Revolving Commitments in U.S. dollars to the Borrowers from time to time on any Business Day during the period from 10 November 2004 until the Revolving Termination Date in an amount for each such advance under the Revolving Commitments not to exceed such Revolving Lender's Pro Rata Share of the Unused Revolving Commitment at such time; provided that at such time, the sum of (i) the aggregate principal amount of all advances under the Revolving Commitments, (ii) the aggregate principal amount of all Swing Line Advances, and (iii) the Letter of Credit Amount (the sum of clauses (i), (ii) and (iii) being the **"Total Current Exposure"**), after giving effect to such Borrowing, shall not exceed the Total Revolving Commitment;

"Revolving Borrowing" means a borrowing consisting of simultaneous Revolving Advances of the same Type made by the Revolving Lenders;

"Revolving Commitment" means, with respect to any Lender at any time, the amount set forth opposite to such Lender's name on Schedule C-1 to the Credit Agreement under the caption "Revolving Commitment" or, if such Lender has entered into one or more Assignments and Acceptances, set forth for such Lender in the Register as such Lender's "Revolving Commitment", as such amount may be reduced at or prior to such time;

"Revolving Loan Note" means a promissory note of any Borrower payable to the order of a Revolving Lender, in substantially the form of Exhibit B-1 to the Credit Agreement, in the principal amount of such Revolving Lender's Revolving Commitment, and any extensions, renewals or amendments to, or replacements of, the foregoing; and **"Revolving Loan Notes"** means all such promissory notes of any Borrower in an aggregate principal amount equal to the Total Revolving Commitment;

"Revolving Lenders" means the banks, financial institutions and other institutional lenders that have agreed to make Advances under the Total Revolving Commitment under the Credit Agreement, as indicated on Schedule C-1 to the Credit Agreement under the caption "Revolving Commitment" or in one or more Assignments and Acceptances entered into from time to time and set forth in the Register;

"Revolving Termination Date" means the earlier of (a) November 10, 2009 and (b) the date of the termination in whole of the Revolving Commitments pursuant to section 2.5 (*Reduction of Revolving Commitments; Voluntary and Mandatory Prepayment*) or section 7.2 (*Events of Default; Remedies*) of the Credit Agreement;

"Secured Parties" means the Administrative Agent, the Lenders, any Foreign Exchange Bank

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 14

and the Issuing Bank;

"Security Agreements" means (a) that certain Security Agreement dated the Agreement Date among Fresh Produce, certain U.S. Subsidiaries of Fresh Produce, and the Administrative Agent, (b) those certain Floating and Fixed Charges dated the Agreement Date executed by each of Del Monte Fresh Produce (UK) Ltd. and Del Monte Fresh Packaged Produce (UK) Ltd. in favour of the Administrative Agent, (c) that certain Security Agreement executed by Del Monte Fresh Produce International Inc. in favour of the Administrative Agent, (d) that certain Security Agreement executed by Del Monte Fresh Produce (Chile) S.A. in favour of the Administrative Agent, (e) that certain Intellectual Property Security Agreement dated as of the Agreement Date among Wafer Limited, Del Monte Fresh Produce, N.A., Inc., Del Monte Fresh Produce (Florida) Inc., Del Monte Fresh Produce International, Inc., Del Monte Fresh Produce (Chile) S.A., Del Monte Fresh Produce Company, Del Monte Fresh Produce (West Coast), Inc., Global Reefer Carriers, and the Administrative Agent, and (f) any other agreement delivered on or after the Agreement Date (including by way of supplement to any of the foregoing) by any Person granting a Lien on the assets of such Person (including, without limitation, any Lien on bank accounts of such Person) to secure all or any part of the Obligations, in each case as amended, supplemented or modified from time to time in accordance with its terms;

"Security Documents" means, individually and collectively, the Pledge Agreements, the Pledged Account Agreements and the Security Agreements;

"Stock" means, as applied to any Person, any stock, share capital, partnership interests or other equity of such Person, regardless of class or designation, and all warrants, options, purchase rights, conversion or exchange rights, voting rights, calls or claims of any character with respect thereto;

"Subsidiary" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding Stock (or the equivalent thereof) having ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time Stock (or the equivalent thereof) of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries;

"Supplemental Fee Letter" means that certain fee letter dated as of November 10, 2004 executed by the Borrowers in favour of the Administrative Agent;

"Swing Line Advances" means advances made by Swing Line Bank to the Borrowers at the request of the latter, on the terms and conditions set out in the Credit Agreement, from time to time on any Business Day during the period from 10 November 2004 until the Revolving Termination Date in an aggregate amount not to exceed at any time outstanding U.S.\$15,000,000 (the **"Swing Line Sublimit"**); provided that at such time the Total Current Exposure, after giving effect to such Borrowing, shall not exceed the Total Revolving Commitment;

"Swing Line Bank" means Rabobank;

"Swing Line Borrowing" means a borrowing consisting of a Swing Line Advance made by the Swing Line Bank;

"Trademark" means the trademarks "DEL MONTE" and "DEL MONTE plus any design or logotype", in any and all forms, as well as any and all of the trademarks, applications for registration of trademarks and trademark applications, to the extent such trademarks, any form thereof or any applications relating thereto are licensed to Wafer Limited, Del Monte Fresh Produce International, Inc., Del Monte Fresh Produce, N.A., Inc., or any other Loan Party pursuant to the Trademark Licenses;

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 15

"Trademark Licenses" means the Fresh International License, the Wafer Licenses, the NAJ License, the Fresh International Sublicense, the Fresh N.A. Sublicense, the Del Monte Europe License and the Del Monte International Licenses;

"Total Commitment" means, as of any date of determination, the sum of the Total Revolving Commitments and the Incremental Term Loan Commitments of all Incremental Term Loan Lenders;

"Total Revolving Commitment" means the aggregate of all Revolving Lenders' Revolving Commitments not to exceed U.S.\$600,000,000 at any time, as such amount may be reduced pursuant to the terms of the Credit Agreement;

"Tranche" means, with respect to any Incremental Term Loans, all Incremental Term Loans made on the same date pursuant to the terms of the same Notice of Incremental Term Loan Borrowing;

"Type" refers to the distinction between Advances bearing interest at the Base Rate (as defined in the Credit Agreement) and Advances bearing interest at the LIBO Rate (as defined in the Credit Agreement);

"Unused Revolving Commitment" means, at any time, (a) the Total Revolving Commitment, minus (b) the sum of (i) the aggregate principal amount of all Revolving Advances made by the Revolving Lenders and outstanding on such date, plus (ii) the Letter of Credit Amount outstanding on such date; and

"Wafer Licenses" means the two License Agreements each dated as of December 5, 1989 by and between Del Monte Corporation and Wafer Limited, as amended by that certain Amendment No. 1, effective as of October 12, 1992.

Interpretation clauses:

1. Any agreement or document shall be construed as a reference to such agreement or document, together with any recitals, Schedules or Annexes thereto, as the same may have been, or may form time to time be, amended, supplemented, restated, novated or replaced; and
2. Any words in the singular shall include the plural, and vice versa.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02455416

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 10th NOVEMBER 2004 AND CREATED BY DEL MONTE FOODS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY 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 29th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd DECEMBER 2004.

GRH
P.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES