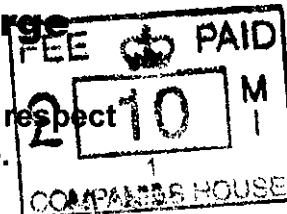


M

COMPANIES FORM No. 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1112

02455416

Name of company

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

Date of creation of the charge

10 November 2004

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

Deed of charge over shares dated 10 November 2004 between the Chargor and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch as administrative agent for the Secured Parties (the "Administrative Agent") (the "Deed")

Amount secured by the mortgage or charge

The Chargor covenants with the Administrative Agent for the benefit of the Secured Parties (as defined in the continuation sheets) that it will on demand pay to the Administrative Agent and discharge any and all of the present or future, actual or contingent liabilities or obligations of the Chargor to any Secured Party 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, as trustee for the Secured Parties, 245 Park Avenue, New York, New York 10167, U.S.A.

Postcode

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

Herbert Smith
Exchange House, Primrose
Street, London, EC2A 2HS
2282/6059/30850185

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED CONTINUATION SHEETS.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

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)

† 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

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1. Charge

The Chargor with full title guarantee, charges by way of first fixed charge in favour of the Administrative Agent as trustee for the Secured Parties, all of its rights, title and interest in and to:

- (a) the Shares;
- (b) the Derivative Assets; and
- (c) all dividends, interest and other income at any time after the date of the Deed deriving from the Shares or the Derivative Assets,

together with any renewal or redesignation thereof, and, in each case all the rights and benefits accruing to or arising in connection with such Charged Securities for the payment to the Administrative Agent and the discharge of all the Secured Obligations.

2. Covenants

- 2.1 The Chargor will pay all calls, installments and other payments that may become due in respect of the Charged Securities and, in the event of default, the Administrative Agent may if it thinks fit (but shall not be obliged to) make any such payments on the Chargor's behalf. Any sums so paid by the Administrative Agent (together with interest thereon from and including the date of payment by the Administrative Agent thereof to but excluding the date of repayment thereof to the Administrative Agent calculated in accordance with the provisions of the Credit Agreement) shall be repayable by the Chargor to the Administrative Agent on demand and, pending such repayment, shall be a charge on the Charged Property.
- 2.2 The Chargor will not without the prior written consent of the Administrative Agent cause or permit any of the rights attaching to the Charged Securities to be altered in any way.

3. Power of Attorney

The Chargor by way of security irrevocably appoints the Administrative Agent to be its attorney and in the Chargor's name and on its behalf and as its act and deed to sign, seal, execute, deliver and perfect all documents and do all things as may be, or as the Administrative Agent may consider to be, requisite for carrying out any obligations imposed on the Chargor under the Deed and the Chargor undertakes to ratify and confirm all things done and documents executed by the Administrative Agent in the exercise of the power of attorney hereby conferred.

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;

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 2

"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;

"Charged Property" means the Shares, the Derivative Assets and all other property of the Chargor charged by or pursuant to paragraph 1 (set out on the continuation sheet No 1 above) or any other provision of the Deed except any real property or any interest or right appertaining to or connected with real property;

"Charged Securities" means the Shares and the Derivative Assets;

"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 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 (UK) Ltd., Del Monte International Inc., Del Monte Europe Ltd., Del Monte Fresh Produce B.V. and Chargor, as borrowers, (2) Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent, and (3) the financial institutions named therein as Lenders;

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 3

"Derivative Assets" means all stocks, shares or other securities, rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of the Shares or in respect of any stocks, shares, or other securities, rights, monies or other property previously accruing, offered or issued as mentioned in this definition;

"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;

"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;

"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 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 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;

"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

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 4

exceed U.S.\$400,000,000;

"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 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 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;

"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

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 5

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 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;

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

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 6

"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);

"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;

"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;

"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 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

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 7

Notes held by, each Lender from time to time;

"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 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 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 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 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

Del Monte Foods International Limited

Company number: 02455416

Continuation Sheet No 8

(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;

"Shares" means at any time the total issued share capital of Del Monte Foods Europe Ltd.

"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;

"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); and

"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.

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

INTERPRETATION CLAUSES:

Save where the contrary is indicated, any reference to:

1. any person shall be construed so as to include (x) such person and any subsequent successors, transferees and assigns in accordance with their respective interests and (y) any person to whom its rights and/or obligations are novated, assigned and/or transferred pursuant to any of the Loan Documents; and
2. 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 from time to time be, amended, supplemented, restated, novated or replaced.

FILE COPY



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 OVER SHARES 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