

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND PLC		01/07/2014	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ROUSSELOT B.V.		
Street Address:	KANAALDIJK NOORD 20-21		
City:	5691 NM, SON		
State/Country:	NETHERLANDS		
Entity Type:	BESLOTEN VENNOOTSCHAP MET BEPERKTE AANSPRAKELIJKHEID (PRIVATE LIMITED LIABILITY COMPANY): NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2291918	ROUSSELOT	
CORRESPONDENCE DATA			
Fax Number:	7036850573		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Email:	trademarks@young-thompson.com		
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Address Line 2:	YOUNG & THOMPSON		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0512-1718		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Gan		

OP \$40.00 2291918

Address Line 1: 209 Madison Street, Suite 500
Address Line 2: YOUNG & THOMPSON
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NAME OF SUBMITTER:	Rebeccah Gan
Signature:	/rgan/
Date:	02/24/2014

Total Attachments: 168

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EXECUTION COPY
Project Horizon

DE BRAUW
BLACKSTONE
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Release

relating to

**The VION Food Group Debt Documents and the related
security rights**

between, inter alia,

VION Holding N.V. and the Debtors and the Guarantors

and

The Royal Bank of Scotland Plc. as Security Agent

Dated 7 January 2014

Claude Debussylaan 80
1082 MD Amsterdam
The Netherlands

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Schedules

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RELEASE

THIS RELEASE IS DATED 7 JANUARY 2014 AND MADE BETWEEN:

- (1) the **Debtors** (as defined below);
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, a company existing under the laws of Scotland, having its registered office 36 St Andrew Square, Edinburgh, EH2 2YB United Kingdom with registration 90312, in its capacity as (i) original pledgee, (ii) security agent for the Senior Secured Parties (as defined in the Intercreditor Agreement (as defined below)) and (iii) security agent for the Subordinated Secured Parties (as defined in the Intercreditor Agreement (as defined below)) (the "**Security Agent**");
- (3) the **Releasing Parties** (as defined below);
- (4) the **Security Providers** (as defined below);
- (5) the **Guarantors** (as defined below); and
- (6) the **Pledged Companies** (as defined below).

BACKGROUND:

- (A) On 5 October 2013 VION Holding N.V. entered into a sale and purchase agreement (as amended from time to time) (the "**SPA**") in relation to the Ingredients Group (as defined in the Intercreditor Agreement) (the "**Target Group**") with Darling International Inc. ("**Darling**") (the "**Sale**").
- (B) In connection with (i) the direct or indirect transfer of all shares in the Target Group to (subsidiaries of) Darling and – consequently - (ii) the proceeds of the Sale being applied to repay all outstanding amounts with respect to the Finance Documents, in accordance with the Notary Letter and the TSA:
 - (i) the Security Providers have requested each of the relevant Releasing Parties to terminate, release and discharge its rights under the Security Documents, to which the parties to such Security Documents agree on the terms and conditions set out in this Release;
 - (ii) the Debtors have requested each of the relevant Releasing Parties to terminate, release and discharge its rights under the Finance Documents, to which the parties to such Finance Documents agree on the terms and conditions set out in this Release; and
 - (iii) each Guarantor has requested each other Guarantor to terminate, release and discharge its rights under clause 18 of the Facility Agreement and clause 17 of the Subordinated Facility or any similar rights pursuant to or in connection with

the Finance Documents or otherwise, to which each of the Guarantors agrees on the terms and conditions set out in this Release.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 In this Release:

"Belgian Business Pledges" means the Security Documents listed under numbers 14 - 17 in **Schedule 1** (*Security Documents*).

"Belgian Floating Charge Mandates" means the Security Documents listed under numbers 18 - 19 in **Schedule 1** (*Security Documents*).

"Belgian Mortgages" means the Security Documents listed under numbers 5 - 9 in **Schedule 1** (*Security Documents*).

"Belgian Pledged Companies" means the entities listed under numbers 1 - 3 in **Schedule 3** (*Pledged Companies*).

"Belgian Security Documents" means the Security Documents listed under numbers 1 - 19 in **Schedule 1** (*Security Documents*).

"Belgian Security Right" means each pledge (*pandrecht*), each mortgage (*hypothek*) and each mandate (*volmacht*) to vest a pledge or a mortgage, created pursuant to any Belgian Security Document.

"Belgian Share Pledges" means the Security Documents listed under numbers 1 - 4 in **Schedule 1** (*Security Documents*).

"Bilateral Lenders" has the meaning ascribed to such term in the Intercreditor Agreement.

"Blocked Account Pledge" means the first ranking right of pledge over the Blocked Account (as defined in the Facility Agreement), created pursuant to a security agreement dated 2 October 2012 as amended on 18 July 2013 (and as amended from time to time), between VION Holding N.V., as security provider, and the Security Agent, as security agent and account bank.

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in the Netherlands or in London.

"Cash Collateral Account Pledge" means the first ranking right of pledge over the Cash Collateral Account (as defined in the Facility Agreement), created pursuant to a security agreement dated 18 July 2013, between VION Financial Services B.V., as security provider, and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., as lender and account bank.

"CC" means the Dutch Civil Code (*Burgerlijk Wetboek*).

"**Debtors**" has the meaning ascribed to such term in the Intercreditor Agreement, including those in **Schedule 5** (*Debtors*).

"**Deed of Assignment**" means the Deed of assignment of receivables dated 7 January 2014, between VION N.V., VION Financial Services B.V. and Darling International NL Holdings B.V. and the other entities party thereto.

"**Dutch Deed of Internal Transfer**" means the Dutch law governed deed of transfer, pursuant to which, inter alia, the shares of VION Ingredients International (Holding) B.V. are transferred to VION N.V., as contemplated by the pre-closing restructuring step plan "Project Seabiscuit – DRAFT Acquisition Structuring", created by PwC, and dated 7 January 2014.

"**Dutch Mortgages**" means all rights of mortgage (*hypotheekrechten*) created pursuant to the the Dutch Security Documents listed under numbers 92 - 117 in **Schedule 1** (*Security Documents*).

"**Dutch Pledged Companies**" means the entities listed under numbers 4 - 26 in **Schedule 3** (*Pledged Companies*).

"**Dutch Security Documents**" means the Security Documents listed under numbers 20 - 121 in **Schedule 1** (*Security Documents*), but, for the avoidance of doubt, not including the documents pursuant to which the SPA Pledges, the Purchase Price Pledges and the Blocked Account Pledge have been created.

"**Dutch Share Pledges**" means the Security Documents listed under numbers 20 - 67 in **Schedule 1** (*Security Documents*).

"**Dutch Security Right**" means each pledge (*pandrecht*) and each mortgage (*hypotheek*) created pursuant to any Dutch Security Document.

"**Facility Agreement**" means the EUR 1,100,000,000 Senior Facilities Agreement dated 30 November 2010 as amended and restated on 2 October 2012 and as amended on 20 March 2013 and as amended and restated on 18 July 2013 between, among others, VION Holding N.V., VION N.V., VION Food Hamburg GmbH and VION Food Group Limited, as the borrowers, the guarantors, the Royal Bank of Scotland, as Agent, the Security Agent and the Senior Lenders party thereto.

"**Finance Documents**" means the Debt Documents (as defined in the Intercreditor Agreement) but excluding any agreements evidencing any Intra-Group Liabilities (as defined in the Intercreditor Agreement).

"**French Security Documents**" means the Security Documents listed under numbers 122 - 125 in **Schedule 1** (*Security Documents*).

"**French Security Right**" means any mortgage, charge, pledge, lien or other security interest granted pursuant to the French Security Documents in connection with the Finance Documents governed by French law and securing any obligation of any person or any other agreement or arrangement having similar effect.

"**German Account Pledge Agreements**" means the Security Documents listed under numbers 155 - 158 in **Schedule 1** (*Security Documents*).

"**German Civil Code**" means the German *Bürgerliches Gesetzbuch (BGB)*.

"**German Global Assignment Agreement**" means the Security Document listed under number 129 in **Schedule 1** (*Security Documents*).

"**German IC Loans Pledge Agreements**" means the Security Documents listed under numbers 159 - 160 in **Schedule 1** (*Security Documents*).

"**German IP Pledge Agreements**" means the Security Documents listed under numbers 153 - 154 in **Schedule 1** (*Security Documents*).

"**German Land Charges**" means any land charges (*Grundschulden*) granted by the relevant Security Providers pursuant to the German Land Charge Deed.

"**German Land Charge Deed**" means the Security Document listed under number 132 in **Schedule 1** (*Security Documents*).

"**German Pledged Companies**" means the entities listed under numbers 27 - 36 in **Schedule 3** (*Pledged Companies*).

"**German Security Documents**" means the Security Documents listed under numbers 126 - 160 in **Schedule 1** (*Security Documents*) and any other document or instrument governed by the laws of Germany that creates or purports to create security in favour of the Releasing Parties (or any of them).

"**German Security Purpose Agreements**" means the Security Documents listed under numbers 130 - 131 in **Schedule 1** (*Security Documents*).

"**German Security Right**" means each pledge (*Pfandrecht*), each land charge (*Grundschuld*) and each security assignment (*Sicherungsabtretung*) created pursuant to any German Security Document.

"**German Security Trust Agreements**" means the Security Documents listed under numbers 126 - 128 in **Schedule 1** (*Security Documents*).

"**German Share Pledge Agreements**" means the Security Documents listed under numbers 133 - 152 in **Schedule 1** (*Security Documents*).

"**Guarantor**" means each Debtor in its capacity of either Guarantor under and as defined in the Facility Agreement and/or the Subordinated Facility and/or as guarantor or joint and severally liable party to a Bilateral Facility Agreement (as defined in the Intercreditor Agreement).

"**Hedge Counterparties**" has the meaning as ascribed to such term in the Intercreditor Agreement.

"**Ingredients Company**" means a Group Company as defined in the SPA.

"**Intercreditor Agreement**" means the Intercreditor Agreement dated 2 October 2012 and as

amended and restated on 18 July 2013 between, inter alia, the Security Providers, the Security Agent, the lenders to the Facility Agreement and the lenders to the Subordinated Facility.

"Lenders" means each of the Senior Lenders, the Bilateral Lenders and the Sub Lenders.

"Luxembourg Security Documents" means the Security Documents listed under numbers 161 - 164 in **Schedule 1** (*Security Documents*).

"Luxembourg Security Right" means each pledge created pursuant to any Luxembourg Security Document.

"Notary" means Mr T.P. van Duuren or his substitute (*waarnemer*) appointed in accordance with the applicable provisions of Dutch law (*Wet op het notarisambt*) or any other notary with Clifford Chance LLP.

"Notary Letter" means the notary letter made by the Notary in connection with the closing of the acquisition of the VION Ingredients business as described in recital (B) above.

"Parties" means the Security Providers, the Releasing Parties and the Pledged Companies.

"Pledged Companies" means all entities listed in **Schedule 3** (*Pledged Companies*).

"Purchase Price Pledges" means each of (i) the first ranking right of pledge over the rights of VION N.V. and VION Financial Services B.V. vis-a-vis Darling (or a subsidiary of Darling) under the Share Transfer Agreement and the Deed of Assignment, created pursuant to a security agreement dated 6 January 2014 between VION N.V. and VION Financial Services B.V., as security providers, and the Security Agent, and (ii) the second ranking right of pledge over the rights of VION N.V. and VION Financial Services B.V. vis-a-vis Darling (or a subsidiary of Darling) under the Share Transfer Agreement and the Deed of Assignment, created pursuant to a security agreement dated 6 January 2014 between VION N.V. and VION Financial Services B.V., as security providers, and the Security Agent.

"Rabo Food Parties" means VION Holding N.V., VION N.V., Sobel Best N.V., Ballering Export B.V. Vleesindustrie Valkensewaard B.V., VION Fresh Meat West B.V., VION Boxtel B.V., VION Services B.V., Beheermaatschappij "De Drie Dennen" B.V., Varinko B.V., VION Livestock B.V., VION Farming B.V., VION Rundvee B.V., VION Helmond B.V., VION Apeldoorn B.V., VION Tilburg B.V., VION Doetinchem B.V., VION Scherpenzeel B.V., VION International West B.V., VION Sales West B.V., VION Retail Schijndel B.V., VION Retail Nederland B.V., VION Retail Groenlo B.V., De Groene Weg B.V., Encebe Vleeswaren B.V., VION Projects Boxtel B.V., VION Groenlo B.V. en VION Rusland B.V. and the other entities not being an Ingredients Company party to the Rabobank Bilateral Facility Agreement (as defined in the TSA).

"Release" means this deed of release.

"Releasing Parties" has the meaning ascribed to the term "Secured Parties" in the Intercreditor Agreement and as listed in **Schedule 4** (*Releasing Parties*).

"Security Document" means each of the Belgian Security Documents, the Dutch Security

Documents, the French Security Documents, the German Security Documents, the Luxembourg Security Documents, the UK Security Documents and the US Security Documents listed in **Schedule 1** (*Security Documents*), and any other agreement, deed or other document that creates or purports to create security in favour of the Releasing Parties (or any of them) and/or by which any Security Provider grants or purports to grant any powers (including any power of attorney), rights or claims to the Releasing Parties in each case with respect to the Finance Documents, but, for the avoidance of doubt, not including the documents pursuant to which the SPA Pledges, the Purchase Price Pledges and the Blocked Account Pledge have been created.

"Security Providers" means the entities as listed in **Schedule 2** (*Security Providers*).

"Security Right" means each of the security rights (including, but not limited to, a mortgage, charge, pledge, lien, assignation, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect) created pursuant to the Security Documents or otherwise created pursuant to, under, or in connection with any of the Finance Documents, excluding the SPA Pledges, the Purchase Price Pledges, the Blocked Account Pledge and the Cash Collateral Account Pledge, and, for the avoidance of doubt, including the Belgian Security Rights, the Dutch Security Rights, the French Security Rights, the German Security Rights, the Luxembourg Security Rights, the UK Security Rights and the US Security Rights.

"Senior Lenders" means The Royal Bank of Scotland plc., ABN Amro Bank N.V., Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., ING Bank N.V., Banque LBLux S.A., BNP Paribas S.A., Commerzbank Aktiengesellschaft, Filiale Luxemburg, DZ Bank AG Deutsche Zentral-Genossenschaftsbank, HSH Nordbank AG, Svenska Handelsbanken AB (Publ.), KBC Bank NV., in their capacity as lenders under the Facility Agreement.

"Share Pledges" means the Belgian Share Pledges, the Dutch Share Pledges, the German Share Pledge Agreements, the UK Share Pledges and the US Share Pledge.

"Share Transfer Agreement" means the Share Sale and Purchase Deed relating to the shares in the capital of Sobel Holding GmbH, VION Ingrediënts International (Holding) B.V., VION Ingredients Germany GmbH, Best Hides GmbH, Sonac Kiel GmbH and Sonac Gelsenkirchen GmbH, dated 6 January 2014 between, inter alia, VION N.V., CEMO-Fleisch GmbH and Peelse Barrier Holding B.V.&Co.KG, as sellers, and Darling International Holding GmbH and Darling International NL Holding B.V., as purchasers.

"SPA Pledges" means each of (i) the first ranking right of pledge over the rights of VION Holding N.V. under the SPA and the Escrow Agreement (as defined in the SPA), created pursuant to a security agreement dated 13 November 2013 between VION Holding N.V., as security provider, and the Security Agent, and (ii) the second ranking right of pledge over the rights of VION Holding N.V. under the SPA and the Escrow Agreement (as defined in the SPA), created pursuant to a security agreement dated 13 November 2013 between VION Holding N.V., as security provider, and the Security Agent.

"**Sub Lender**" means Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., in its capacity as lender under the Subordinated Facility.

"**Subordinated Facility**" means the EUR 150,000,000 Subordinated Facility Agreement dated 2 October 2012 as amended and restated on 13 November 2012 and as amended on 20 March 2013 and as amended and restated on 18 July 2013 between, among others, VION N.V. and VION Financial Services B.V., as the borrowers, the guarantors, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., trading as Rabobank International, as Agent, the Security Agent and the Sub Lender.

"**TSA**" means the Termination and Settlement Agreement dated 6 January 2014 between, among others, VION Holding N.V. and certain of its subsidiaries, as original debtors, and the Security Agent and the other Releasing Parties.

"**UK Pledged Company**" means the entity listed under number 37 in **Schedule 3** (*Pledged Companies*).

"**UK Security Documents**" means the Security Documents listed under numbers 165 - 176 in **Schedule 1** (*Security Documents*).

"**UK Security Right**" means any mortgage, charge, pledge, lien or other security interest securing any obligations of any person or other agreement or arrangement having the similar effect created or purported to be created under the UK Security Documents.

"**UK Share Pledges**" means the Security Documents listed under numbers 165 - 166 in **Schedule 1** (*Security Documents*).

"**US Security Documents**" means the Security Documents listed under numbers 177 - 192 in **Schedule 1** (*Security Documents*).

"**US Security Right**" means each lien, each security agreement, each control agreement, each pledge agreement, each mortgage created pursuant to any Finance Document and any other agreement governing any grant of security by any Security Provider with respect to the Finance Documents.

- 1.2** Capitalized terms used but not otherwise defined in this Release shall have the meaning given thereto in the Intercreditor Agreement.
- 1.3** In this Release, words and expressions importing the singular shall, where the context permits or requires, include the plural and vice versa and words and expressions importing the masculine shall, where the context permits or requires, include the feminine and neuter and vice versa.

2 RELEASE AND WAIVER

2.1 Releases, Waivers, Terminations, Discharges

2.1.1 Release of Security Rights, Security Providers and Pledged Companies

- (a) Subject to the conditions set out in Clause 2.2 (*Conditions precedent*), the Security Agent (in its capacity as Security Agent or, as the case may be, on behalf of each Releasing Party) or, as the case may be, each Releasing Party hereby unconditionally and irrevocably terminates, releases, waives and discharges:
 - (i) each Security Right in its entirety and re-assigns, re-transfers and re-conveys to the relevant Security Provider all rights, title and interests which were assigned, transferred and/or conveyed to the Security Agent or Releasing Party by the relevant Security Provider pursuant to the terms of the Security Documents, or which the Security Agent or Releasing Party may have in any asset or property charged, assigned or transferred pursuant to the Security Documents, to hold the same free and discharged from all security rights, interests and benefits under or pursuant to the Security Documents; and
 - (ii) any and all of its powers (including any power of attorney), rights and claims under each Security Document.
- (b) The Security Providers and (in relation to the Share Pledges) the Pledged Companies hereby (to the extent required) accept the termination, release, waiver discharge, re-assignment, re-transfer and re-conveyance provided for in paragraph 2.1.1(a) above.

2.1.2 Release of Security Agent

- (a) Subject to the conditions set out in Clause 2.2 (*Conditions precedent*), each Security Provider and (in relation to the Share Pledges) each Pledged Company hereby unconditionally and irrevocably terminates, releases, waives and discharges any and all of its rights and claims (including any power of attorney) under each Security Document.
- (b) The Releasing Parties hereby (to the extent required) accept the termination, release, waiver and discharge provided for in paragraph 2.1.2(a) above.

2.1.3 Release of Debtors

- (a) Subject to the conditions set out in Clause 2.2 (*Conditions precedent*), each Releasing Party hereby unconditionally and irrevocably terminates, releases, waives and discharges each Debtor from, as the case may be, any and all of its Liabilities (as defined in the Intercreditor Agreement) and any other right and claim, whether actual or contingent, present or future, against any of the Debtors under each of the Finance Documents, except for:
 - (i) solely as between the Rabo Food Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. and in connection with the agreement between those parties regarding the continuation of the Rabobank Bilateral Facilities Agreement (as defined in the TSA), any Liabilities and any other rights or claims between the Rabo Food Parties and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. arising under or in connection with the Rabobank Bilateral Facilities Agreement (as defined in the TSA), and

- (ii) solely as between RBS (as defined in the TSA), the Senior Agent, the Security Agent, HSH Nordbank AG, VION Holding N.V., VION Financial Services B.V. and VION N.V. and solely in connection with the agreement between these parties regarding the temporary construction with respect to the HSH Bilateral Facility Agreement (as defined in the TSA) pursuant to Clause 5 (*Blocked Account*) and Clause 8 (*Termination*) of the TSA, any Liabilities and any other rights or claims arising under or in connection with (i) the Intercreditor Agreement and (ii) the Blocked Account Pledge, and which are between RBS (as defined in the TSA), the Senior Agent, the Security Agent, HSH Nordbank AG, VION Holding N.V., VION Financial Services B.V. and VION N.V., and
 - (iii) solely between HSH Nordbank AG, VION Holding N.V., VION N.V. and VION Financial Services B.V., any Liabilities and any other rights or claims arising under or in connection with the HSH Bilateral Facility Agreement, and which are between HSH Nordbank AG, VION Holding N.V., VION N.V. and VION Financial Services B.V.
- (b) The Debtors hereby (to the extent required) accept the termination, release, waiver and discharge provided for in paragraph 2.1.3(a) above.
- (c) Each of the Security Agent, Senior Agent and the Subordinated Agent hereby confirms that the termination, release, waiver and discharge provided for in subclause 2.1.3(a) above, without limiting the scope or effect thereof, also constitutes and has the effect of a resignation of the relevant Debtor in accordance with, as the case may be, clause 25.3 (*Resignation of a Borrower*) and/or clause 25.6 (*Resignation of a Guarantor*) of the Facility Agreement, and as the case may be clause 24.3 (*Resignation of a Borrower*) and/or clause 24.6 (*Resignation of a Guarantor*) of the Subordinated Facility, respectively, and as the case may be clause 16.12 (*Resignation of a Debtor*) of the Intercreditor Agreement.

2.1.4 Release of Guarantors

- (a) Subject to the conditions set out in Clause 2.2 (*Conditions precedent*), each Guarantor and each other Debtor hereby unconditionally and irrevocably releases and discharges each other Guarantor and each other Debtor from any liability (whether past, present or future, actual or contingent) to make a contribution to any other Debtor or Guarantor arising by reason of the performance by any other Debtor or Guarantor of its obligations under, or in connection with, the Finance Documents including any liability arising under or pursuant to clause 18.8 of the Facility Agreement and clause 17.8 of the Subordinated Facility and waives any such liability.
- (b) Subject to the conditions set out in Clause 2.2 (*Conditions precedent*), each Guarantor and each Debtor hereby unconditionally and irrevocably waives any right it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Releasing Parties under any Finance Document or

of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the other Guarantors and releases and discharges each Guarantor from such right.

- (c) Subject to the conditions set out in Clause 2.2 (*Conditions precedent*), each Guarantor and each Debtor hereby unconditionally and irrevocably waives any rights of recourse (whether past, present or future, actual or contingent) arising under the laws of any jurisdiction which it may have vis-à-vis any other Guarantor or any other Debtor under, or in connection with, any Finance Documents.
- (d) Each Guarantor hereby (to the extent required) accepts the releases, discharges and waivers provided for in paragraphs 2.1.4(a), (b) and (c) above.
- (e) Without limiting the scope or effect thereof, the release provided for in paragraph 2.1.4(a) above also constitutes and shall in all respects have the effect of a release within the meaning of subclause (a) of clause 18.9 (*Release of Guarantors' right of contribution*) of the Facility Agreement and within the meaning of subclause 2.1.4(a) of clause 17.9 (*Release of Guarantors' right of contribution*) of the Subordinated Facility, as the case may be.
- (f) Without limiting the scope or effect thereof, the waiver provided for in paragraph 2.1.4(b) above also constitutes and shall in all respects have the effect of a waiver within the meaning of subclause (b) of clause 18.9 (*Release of Guarantors' right of contribution*) of the Facility Agreement and within the meaning of subclause 2.1.4(b) of clause 17.9 (*Release of Guarantors' right of contribution*) of the Subordinated Facility, as the case may be.
- (g) Notwithstanding anything to the contrary in this Clause 2.1.4, solely as between: the Rabo Food Parties, this Clause 2.1.4. shall not apply to or in any way affect any liability (whether past, present or future, actual or contingent) or right between such parties under or in connection with the Rabobank Bilateral Facility Agreement.
- (h) Notwithstanding anything to the contrary in this Clause 2.1.4, solely as between: VION Holding N.V., VION Financial Services B.V. and VION N.V., this Clause 2.1.4. shall not apply to or in any way affect any liability (whether past, present or future, actual or contingent) or right between such parties under or in connection with the (i) HSH Bilateral Facility Agreement, (ii) the Intercreditor Agreement and (iii) the Blocked Account Pledge.

2.2 Conditions precedent

2.2.1 With effectiveness at the moment of the issuance by the Notary of the confirmation in the form of Schedule 10 to the Notary Letter (*Form of Notary confirmation – Successful Completion Notice*), the following releases, waivers, discharges, retransfers, reassignments and terminations provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) shall take effect:

- (a) of each Security Right granted by an Ingredients Company;
- (b) of each Security Right over the shares in an Ingredients Company;

- (c) of each Security Right over any asset of an Ingredients Company;
 - (d) of an Ingredients Company from any powers, rights and claims under any Security Document;
 - (e) of each Debtor that is an Ingredients Company; and
 - (f) of each Guarantor that is an Ingredients Company,
- collectively, the "**Ingredients Releases**".

2.2.2 Any release, waiver, discharge, termination or other item provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) which is not an Ingredients Release shall take effect immediately upon Settlement (as defined in the TSA).

3 LOCAL LAW FORMALITIES

3.1 Belgian Law Formalities

3.1.1 Each Security Provider shall within two Business Days after the date on which the releases, waivers, discharges and terminations provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect and on behalf of itself and the Security Agent, notify each debtor:

- (a) of a receivable subject to any Belgian Security Right; and
- (b) which the Security Agent or the relevant Security Provider has notified of that Belgian Security Right;

that such Belgian Security Right has been released.

3.1.2 Each notification pursuant to paragraph 3.1.1 shall be in the form of **Schedule 6** (*Form of notification*) and the Security Agent authorises each and any Security Provider to make the notification also on its behalf in the form of **Schedule 6** (*Form of notification*).

3.1.3 The Belgian Pledged Companies shall, promptly following the execution of this Release, register the release of the Belgian Security Rights created by the relevant Belgian Share Pledge in its share register. In order to register the release of the Belgian Security Rights, the Security Agent appoints each director or manager, as applicable, of each respective Belgian Pledged Company and each of Filip Tanghe, Greet Vanslambrouck, Julie Vander Donckt and Matthias Deconinck or any other lawyer at Allen & Overy LLP with its office located at Tervurenlaan 268A, 1150 Brussels, Belgium, acting alone or together and with the right of substitution, as its attorney for the purposes of recording the release notices on the relevant pages of the share register of the respective Belgian Pledged Companies.

3.1.4 The Security Agent will take all steps and actions necessary in relation to the Belgian Mortgages and the Belgian Business Pledges, to release by way of an instruction to the notary to deregister (*mainlevée/handlichting*) the Belgian Security Rights that were created by the Belgian Mortgages and the Belgian Business Pledges in accordance with article 92 paragraph 2 of the Mortgage Law of 16 December 1851 (*Hypotheekwet*) and provide the

executed notarial release deed within one week thereafter.

- 3.1.5 The Security Agent undertakes to promptly deliver the originals of the Belgian Floating Charge Mandates to the relevant Security Provider.
- 3.1.6 The Security Agent shall execute any further document and at the cost of the relevant Security Provider do all other acts and things as may be reasonably requested in writing by that Security Provider in order to give full effect to this Release.
- 3.1.7 The Security Agent confirms on behalf of the Secured Parties that no secured obligation secured by a Belgian Security Right has been transferred to a third party.

3.2 Dutch Law Formalities

- 3.2.1 Each Security Provider shall within two Business Days after the date on which the releases, waivers, discharges and terminations provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect and on behalf of itself and the Security Agent, notify each debtor:
 - (a) of a receivable subject to any Dutch Security Right; and
 - (b) which the Security Agent or the relevant Security Provider has notified of that Dutch Security Right;that such Dutch Security Right has been released.
- 3.2.2 Immediately after the releases, waivers, discharges and terminations provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect, each Security Provider and the Security Agent shall ensure that a notarial deed of cancellation (*royementsakte*) is executed to release each right of mortgage (*hypotheek*) created pursuant to any of the Dutch Security Documents and that such release is registered in the Land Registry.
- 3.2.3 Upon a request by any Security Provider, the Security Agent shall promptly take all action necessary to ensure that any registration of any Dutch Security Right in any register is cancelled.
- 3.2.4 Each notification pursuant to paragraph 3.2.1 shall be in the form of **Schedule 6** (*Form of notification*) and the Security Agent hereby authorises each and any Security Provider to make such notification also on its behalf in the form of **Schedule 6** (*Form of notification*).
- 3.2.5 Each Dutch Pledged Company shall, promptly after the releases, waivers, discharges and terminations provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect, register the release of the Dutch Security Right created by the relevant Dutch Share Pledge in its shareholders' register.

3.3 French Law Formalities

- 3.3.1 Upon a request by any French Security Provider, the Security Agent shall promptly take all action necessary or desirable under French law to effect the release (*mainlevée*) of any French Security Right.

3.4 German Law Formalities

3.4.1 Without limiting the generality of Clause 2.1 (*Releases, Waivers, Terminations, Discharges*) above, subject to the occurrence of the conditions set out in Clause 2.2 (*Conditions Precedent*):

- (a) the Releasing Parties hereby release all pledges created under the German Share Pledge Agreements, in particular, without limitation, with respect to the shares (including, pledges over ancillary rights and/or any other rights) in the German Pledged Companies, pursuant to Sections 1273, 1255 of the German Civil Code (*Aufhebung des Pfandrechts*) and re-transfer and re-assign all rights and claims transferred and/or assigned to them (if any) under the German Share Pledges to the respective Security Provider. Each respective Security Providers hereby accepts the aforementioned releases, re-transfers and re-assignments.
- (b) the Releasing Parties hereby release all pledges created under the German Account Pledge Agreements, in particular, without limitation, with respect to amounts standing to the credit of any present and/or future bank account, pursuant to Sections 1273, 1255 of the German Civil Code (*Aufhebung des Pfandrechts*) and re-transfer and re-assign all rights and claims transferred and/or assigned to them (if any) under the German Account Pledge Agreements to the respective Security Provider. Each respective Security Provider hereby accepts the aforementioned releases, re-transfers and re-assignments;
- (c) the Releasing Parties hereby release all pledges created under the German IP Pledge Agreements, in particular, without limitation, with respect to any present and/or future intellectual property rights, pursuant to Sections 1273, 1255 of the German Civil Code (*Aufhebung des Pfandrechts*) and re-transfer and re-assign all rights and claims transferred and/or assigned to them (if any) under the German IP Pledge Agreements to the respective Security Provider. Each respective Security Provider hereby accepts the aforementioned releases, re-transfers and re-assignments;
- (d) the Releasing Parties hereby release all pledges created under the German IC Loan Pledge Agreements, in particular, without limitation, with respect to any present and/or future rights and claims under intercompany loans, pursuant to Sections 1273, 1255 of the German Civil Code (*Aufhebung des Pfandrechts*) and re-transfer and re-assign all rights and claims transferred and/or assigned to them (if any) under the German IC Pledge Agreements to the respective Security Provider. Each respective Security Provider hereby accepts the aforementioned releases, re-transfers and re-assignments;
- (e) the Security Agent hereby re-transfers and re-assigns the Claims (as defined in German Global Assignment Agreement) and all other rights and claims transferred and/or assigned to it (if any) under the German Global Assignment Agreement to the respective Security Provider. Each respective Security Provider hereby accepts the aforementioned re-transfers and re-assignments;
- (f) the Security Agent hereby releases any security granted to it and/or created pursuant

to the German Security Purpose Agreements and re-transfers and re-assigns all rights and claims transferred and/or assigned to it (if any) under the German Security Purpose Agreements to the respective Security Provider. Each respective Security Provider hereby accepts the aforementioned releases, re-transfers and re-assignments;

- (g) the Releasing Parties hereby release and discharge the respective Security Providers from any and all obligation under the German Security Trust Agreements and re-transfer and re-assign all rights and claims transferred and/or assigned to them (if any) under the German Security Trust Agreements to the respective Security Provider. Each respective Security Provider hereby accepts the aforementioned releases, re-transfers and re-assignments; and
- (h) the Security Agent hereby (i) terminates (*aufheben*) the personal assumption of liability (*persönliche Haftungsübernahme*) of LARU GmbH, Lutz Fleischwaren GmbH and VION Property Badbergen GmbH created in the German Land Charge Deed or, as the case may be, submission under immediate enforcement and/or assumption of personal liability deed, in each case relating to the respective German Land Charges, (ii) re-transfers and re-assigns all rights and claims transferred and/or assigned to LARU GmbH, Lutz Fleischwaren GmbH and VION Property Badbergen GmbH (if any) under the German Land Charge Deed or, as the case may be, submission under immediate enforcement deed, in each case relating to the respective German Land Charges; (iii) undertakes to provide to the respective Security Providers on the day on which the conditions precedent pursuant to Clause 2.2 (*Conditions Precedent*) occur the first enforceable copy (*erste vollstreckbare Ausfertigung*) of the German Land Charge Deed and any other enforceable copy (if any), in each case relating to the respective German Land Charges, (iv) undertakes to provide to LARU GmbH, Lutz Fleischwaren GmbH and VION Property Badbergen GmbH on the day on which the conditions precedent pursuant to Clause 2.2 (*Conditions precedent*) occur declarations of consent to partial release of the German Land Charges (*Löschungsbewilligung bzw. Pfandfreigabe oder Verzichtserklärung samt dazugehöriger Eintragungsbewilligungen*) in respect of the properties owned by LARU GmbH, Lutz Fleischwaren GmbH and VION Property Badbergen GmbH, certified by a public notary (including a certificate that the person(s) signing the cancellation declaration is/are authorised to represent the Security Agent, such certificate being in form and substance customary in the state of incorporation of the Security Agent) and apostilled, (v) undertakes to provide to the respective Security Providers (other than LARU GmbH, Lutz Fleischwaren GmbH and VION Property Badbergen GmbH) on the day on which the conditions precedent pursuant to Clause 2.2 (*Conditions precedent*) occur declarations of assignment of the German Land Charges (*Abtretungserklärungen*) to such Security Providers, certified by a public notary (including a certificate that the person(s) signing the cancellation declaration is/are authorised to represent the Security Agent, such certificate being in form and substance customary in the state of incorporation of the

Security Agent) and apostilled and (vi) undertakes to take all other actions legally required to release and/or assign the German Land Charges in accordance with the foregoing provisions of this paragraph (h). Each respective Security Provider accepts the re-transfer and re-assignment of rights and claims and the termination of the related personal assumption of liability; and

- (i) the Releasing Parties hereby release, re-transfer and re-assign any other security that has been or may have been created in their favor under the German Security Documents. Each respective Security Provider hereby accepts such releases, re-transfers and re-assignments.

3.4.2 Subject to the occurrence of the conditions set out in Clause 2.2 (*Conditions precedent*), each Security Provider will have no further obligations under the German Security Documents and the Releasing Parties hereby terminate (*aufheben*) each of the German Security Documents. Each respective Security Provider hereby accepts the termination (*Aufhebung*) of each of the German Security Documents.

3.4.3 In addition, subject to the occurrence of the conditions set out in Clause 2.2 (*Conditions precedent*):

- (a) each Releasing Party hereby authorises each of the relevant Security Providers to notify for and on its behalf the relevant account bank of the releases of the pledges created under the under German Account Pledge Agreements and the termination of the respective German Account Pledge Agreement. Upon request by a Security Provider, the Security Agent (acting on its own behalf and on behalf of the Releasing Parties) shall execute notifications substantially in the form as set out in **Schedule 7** (*Form of Release Declaration*);
- (b) the Security Agent (i) if and to the extent in its possession, shall without undue delay destroy all blank notices delivered to it by any of the Security Providers (and all photocopies of such notices made by the Security Agent) pursuant to the German Global Assignment Agreement for the purpose of notification of the debtors and (ii) hereby authorises each of the relevant Security Providers to notify for and on its behalf any relevant debtor of the reassignments and retransfers of the rights and claims and the termination of the German Global Assignment Agreement;
- (c) if and to the extent in its possession, the Security Agent shall without undue delay destroy all certified consent declarations (*notariell beglaubigte Übertragungserklärungen*), transfer forms and any other (blank) documents relating to the transfer and/or assignment of the IP-Rights (as defined in the German IP Pledge Agreements) delivered to it by any of the Security Providers under or in connection with German IP Pledge Agreements; and

3.4.4 to the extent the Releasing Parties (or any of them) have been registered with the relevant register (*Deutsches Patent- und Markenamt*/German Patent and Trademarks Office and/or *Harmonisierungsamt für den Binnenmarkt*/Office for Harmonisation in the Internal Market or any other German or foreign authorities where IP-rights are registered or where the respective applications are pending) as owner, co-owner or pledgee of any Rights (as

defined in each of the German IP Pledge Agreements), the Releasing Parties are obliged at the respective Security Provider's request, to make all statements and take all actions which are reasonably required to (i) register the respective Security Provider as owner or co-owner, respectively, of the Rights (as defined in each of the German IP Pledge Agreements) with the relevant registers, in particular to submit, and to use reasonable efforts that any third party named by the Security Agent (or any other Releasing Party) which is at that date registered with the relevant register as owner or co-owner respectively, of any the Rights (as defined in each of the German IP Pledge Agreements) will submit, to the respective Security Provider declarations of consent (*Eintragungsbewilligungen*) in the required form for the registration of the respective Security Provider with the respective registers, and/or (ii) to cancel the registration of the pledge (or any other *in rem* right) for the benefit of the Security Agent, any Releasing Party or any third party named by the Security Agent or any Releasing Party over the relevant Rights (as defined in each of the German IP Pledge Agreements) with the relevant register.

3.5 Luxembourg Law Formalities

3.5.1 Each Security Provider shall within two Business Days after the date on which the releases, waivers, terminations and discharges provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect and on behalf of itself and the Security Agent, notify each debtor:

- (a) of a receivable subject to any Luxembourg Security Right; and
- (b) which the Security Agent or the relevant Security Provider has notified of such Luxembourg Security Right;

that such Luxembourg Security Right has been released.

3.5.2 Each notification pursuant to paragraph 3.5.1 shall be in the form of **Schedule 6** (*Form of notification*) and the Security Agent hereby authorises each and any Security Provider to make the notification on its behalf in the form of **Schedule 6** (*Form of notification*).

3.6 UK Law Formalities

3.6.1 Each Security Provider shall within two Business Days after the date on which the releases provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect and on behalf of itself and the Security Agent, notify each debtor (to the extent that such a debtor is not Party to this Release and has notice of this Release):

- (a) of a receivable subject to any UK Security Right; and
- (b) which the Security Agent or the relevant Security Provider has notified of that UK Security Right;

that such UK Security Right has been released.

3.6.2 Upon a request by any Security Provider, the Security Agent shall promptly:

- (a) re-deliver or re-assign, without warranty, representation or recourse on the part of the Security Agent, to the order of the relevant Security Provider, as the case may be, all share certificates, documents of title, certificates and other documents

delivered by the relevant Security Provider (if any) to, and currently held by, the Security Agent pursuant to the terms of the UK Security Documents; and

- (b) sign and execute such further agreements or instruments of release provided to it by the relevant Security Provider and do such things as may be required to give effect to the releases in accordance with Clause 2 (*Release and Waiver*).

3.6.3 Each notification pursuant to paragraph 3.6.1 and 3.6.2 shall be in the form of **Schedule 6** (*Form of notification*) and the Security Agent hereby authorises each and any Security Provider to make the notification also on its behalf in the form of **Schedule 6** (*Form of notification*).

3.7 US Law Formalities

3.7.1 Promptly following the date on which the releases provided for in Clause 2.1 (*Releases, waivers, terminations and discharges*) take effect, but in no event later than two Business Days thereafter (or five Business Days after the date of any request made by any Security Provider pursuant to clause (e) below):

- (a) each Security Provider shall file / record all UCC termination statements as the Security Agent or any Security Provider may reasonably determine to be necessary in order to effectuate the release of the US Security Rights;
- (b) each Security Provider shall provide written notice to the parties to each deposit account control agreement or other control agreement then in effect with respect to each of the Secured Parties securing any Finance Document in accordance with the terms of such deposit account control agreement;
- (c) each Security Provider shall file / record all deeds of release, mortgage satisfaction or other related filings with respect to any mortgages securing any finance document as the Security Agent or any Security Provider may reasonably determine to be necessary in order to effectuate the release of such US Security Rights;
- (d) the Security Agent shall deliver to the Security Provider any stock certificates, promissory notes or other instruments in such Releasing Party's possession securing any Finance Document, together with any powers or similar documents associated therewith; and
- (e) the Security Agent shall provide any other releases, termination or discharge documents, instruments or certificates, or notifications necessary to release, terminate or discharge any and all other US Security Rights.

4 EFFECT ON RELEASE

4.1 Belgian effect on release

In relation to the Belgian Security Rights, all of the rights, claims and liabilities under the Belgian Security Documents shall be fully, irrevocably, unconditional and immediately terminated, released, waived and discharged.

4.2 Dutch effect on release

In relation to the Dutch Security Rights, the termination, release, waiver and discharge in accordance with Clause 2 (*Release and Waiver*) constitutes cancellation (*opzegging*) within the meaning of section 81 subsection 2(d) of Book 3 CC and to the extent required a waiver (*afstand*) of the Dutch Security Rights within the meaning of section 81 subsection 2(c) of Book 3 CC.

4.3 French effect on release

In relation to the French Security Rights, the termination, release, waiver and discharge in accordance with Clause 2 (*Release and Waiver*) hereof shall operate a full, immediate and unconditional release (*mainlevée pure et simple, entière et définitive*) of the French Security Rights for all intents and purposes.

4.4 Luxembourg effect on release

In relation to the Luxembourg Security Rights, all of the rights, claims and liabilities under the Luxembourg Security Documents shall be terminated, released, waived and discharged.

4.5 UK effect on release

In relation to the UK Security Rights, all of the rights, claims and liabilities under the UK Security Documents shall be terminated, released, waived and discharged.

4.6 US effect on release

In relation to the US Security Rights, the termination, release, waiver and discharge in accordance with Clause 2 (*Release and Waiver*) constitutes (a) the release, cancellation, termination and forever discharge of the security interests in, and any and all liens on and over, the collateral arising from or created under the US Security Documents, and (b) the confirmation that each of the Debtors and Security Providers are released and forever discharged from any and all current or future obligations under or pursuant to the US Security Documents.

5 TERMINATION

5.1.1 No Party can rescind (*ontbinden*) this Release.

5.1.2 Each Party shall bear the risk of any error (*dwalings*) made by it in relation to this Release.

6 COUNTERPARTS

This Release may be signed in counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Release.

7 DEED

For the purposes of releasing the UK Security Rights, the Parties agree that this Release is intended to take effect as a deed notwithstanding that a Party may sign it underhand.

8 COSTS AND EXPENSES

The Security Providers shall reimburse the Security Agent for all costs and expenses reasonably incurred by the Security Agent in connection with the negotiation, preparation and execution of this Release and any other documents in relation to this Release (including in connection with any registration or perfection of any Security Right and/or the release thereof).

9 GOVERNING LAW AND ENFORCEMENT

9.1 Governing law

9.1.1 This Release including this clause and any contractual and non-contractual obligations arising out of or in connection with it are governed by Dutch law, provided that in the case of any Security Right or claim or obligation (whether past, present or future, whether actual or contingent) under any Security Document governed by the laws of a different jurisdiction and subject to the termination, release, waiver, reassignment, retransfer and discharge granted hereunder, the provisions of this Release relating to such Security Right or such Security Document and the termination, release, retransfer, discharge and reassignment thereof (but only as and to the extent that such provisions apply to such Security Right or Security Document and the termination, release, retransfer, discharge and reassignment thereof) shall be deemed to be governed by and construed in accordance with the laws of the jurisdiction by which such Security Right or obligation is expressed to be governed in the relevant Security Document.

9.1.2 To the extent any Security Right is to be released or the Release set out herein is to be effected by execution of a separate (notarial) deed such deed shall be governed by the laws governing that Security Right to be released.

9.2 Jurisdiction

The Courts of Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Release (including a dispute regarding the existence, validity, termination or amendment of this Release and including this clause) (except for any appeal to the Dutch Supreme Court (*Hoge Raad*)).

9.3 Power of attorney

If this Release is signed on behalf of any Party by an authorised representative under a power of attorney:

9.3.1 the existence and extent of the authority of; and

9.3.2 the effects of the exercise of that authority by;

the authorised representative are governed by Dutch law.

Schedule 1 Security Documents

Belgian Security Documents

Description of Security Document and assets encumbered	Security Providers	Pledged Companies
1. Accession agreement to 2nd ranking share pledge agreement by Rousselot GmbH 30 Oct 2012	Rousselot GmbH	Rousselot NV
2. Accession agreement to 1st ranking share pledge agreement by Rousselot GmbH 30 Oct 2012	Rousselot GmbH	Rousselot NV
3. First ranking share pledge agreement 2 Oct 2012	VION Ingredients International (Holding) B.V., Sobel Best N.V., ECO-VION Belgium NV and Sobel Luxembourg S.à r.l.	Eco-VION Belgium NV Rendac NV Rousselot NV
4. Second ranking share pledge agreement 2 Oct 2012	VION Ingredients International (Holding) B.V., Sobel Best N.V., ECO-VION Belgium NV and Sobel Luxembourg S.à r.l.	Eco-VION Belgium NV Rendac NV Rousselot NV
5. Rousselot NV Mortgage 11 Jan 2013	Rousselot NV	
6. Rendac Transport NV Mortgage 11 Jan 2013	Rendac Transport NV	
7. Rendac NV Mortgage 11 Jan 2013	Rendac NV	

8.	First ranking mortgage mandate 11 Jan 2013	Rendac Transport NV Rendac NV Rousselot NV Rendac Udes Transport S.A	
9.	Second ranking mortgage mandate 11 Jan 2013	Rendac Transport NV, Rendac NV, Rendac Udes Transport S.A and Rousselot NV	
10.	Rousselot NV 1st ranking pledge of receivables 18 July 2013	Rousselot NV	
11.	Rousselot NV 2nd ranking pledge of receivables 18 July 2013	Rousselot NV	
12.	First ranking trade receivables pledge agreement 28 Feb 2013	Rendac Transport NV, Rendac NV, Rendac Udes Transport S.A and Rousselot NV	
13.	Second ranking trade receivables pledge agreement 28 Feb 2013	Rendac Transport NV Rendac NV Rousselot NV Rendac Udes Transport SA	
14.	Business pledge agreement Rousselot NV 11 Jan 2013	Rousselot NV	
15.	Business pledge agreement Rendac Udes Transport SA 11 Jan 2013	Rendac Udes Transport SA	

16.	Business pledge agreement Rendac Transport NV 11 Jan 2013	Rendac Transport NV	
17.	Business pledge agreement Rendac NV 11 Jan 2013	Rendac NV	
18.	First ranking floating charge mandate 11 Jan 2013	Rendac Transport NV Rendac NV Rousselout NV Rendac Udes Transport S.A	
19.	Second ranking floating charge mandate 11 Jan 2013	Rendac Transport NV Rendac NV Rousselot NV Rendac Udes Transport S.A	

Dutch Security Documents

Description of Security Document	Security Providers	Pledged Companies
20. Deed of Pledge - B.V. Destructor Zeeland (first ranking)	VION N.V.	B.V. Destructor Zeeland
21. Deed of Pledge - B.V. Destructor Zeeland (second ranking)	VION N.V.	B.V. Destructor Zeeland
22. Deed of Pledge - VION Tilburg B.V. (first ranking)	VION Food Nederland B.V.	VION Tilburg B.V.
23. Deed of Pledge - VION Tilburg B.V. (second ranking)	VION Food Nederland B.V.	VION Tilburg B.V.
24. Deed of Pledge - VION Scherpenzeel B.V. (first ranking)	VION Food Nederland B.V.	VION Scherpenzeel B.V.
25. Deed of Pledge - VION Scherpenzeel B.V. (second ranking)	VION Food Nederland B.V.	VION Scherpenzeel B.V.

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WESTBROEK**

26.	Deed of Pledge - VION Retail Nederland B.V. (first ranking)	VION Food Nederland B.V.	VION Retail Nederland B.V.
27.	Deed of Pledge - VION Retail Nederland B.V. (second ranking)	VION Food Nederland B.V.	VION Retail Nederland B.V.
28.	Deed of Pledge - VION Retail Groenlo B.V. (first ranking)	VION Food Nederland B.V.	VION Retail Groenlo B.V.
29.	Deed of Pledge - VION Retail Groenlo B.V. (second ranking)	VION Food Nederland B.V.	VION Retail Groenlo B.V.
30.	Deed of pledge - VION Nederland B.V. (first ranking)	VION N.V.	VION Nederland B.V.
31.	Deed of pledge - VION Nederland B.V. (second ranking)	VION N.V.	VION Nederland B.V.
32.	Deed of Pledge - VION N.V. (first ranking)	VION Holding N.V.	VION N.V.
33.	Deed of Pledge - VION N.V. (second ranking)	VION Holding N.V.	VION N.V.
34.	Deed of Pledge - VION International B.V. (first ranking)	VION N.V.	VION International B.V.
35.	Deed of Pledge - VION International B.V. (second ranking)	VION N.V.	VION International B.V.
36.	Deed of Pledge - VION Ingredients Nederland (Holding) B.V. (first ranking)	VION Nederland B.V.	VION Ingredients Nederland (Holding) B.V.
37.	Deed of Pledge - VION Ingredients Nederland (Holding) B.V. (second ranking)	VION Nederland B.V.	VION Ingredients Nederland (Holding) B.V.
38.	Deed of Pledge - VION Ingredients International (Holding) B.V. (first ranking)	VION International B.V.	VION Ingrediënts International (Holding) B.V.
39.	Deed of Pledge - VION Ingredients International (Holding) B.V. (second ranking)	VION International B.V.	VION Ingrediënts International (Holding) B.V.

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40.	Deed of Pledge - VION Food Nederland B.V. (first ranking)	VION Food Nederland (Holding) B.V. VION Food Nederland B.V.	VION Food Nederland B.V.
41.	Deed of Pledge - VION Food Nederland B.V. (second ranking)	VION Food Nederland (Holding) B.V. VION Food Nederland B.V.	VION Food Nederland B.V.
42.	Deed of Pledge - VION Food Nederland (Holding) B.V. (first ranking)	VION Nederland B.V.	VION Food Nederland (Holding) B.V.
43.	Deed of Pledge - VION Food Nederland (Holding) B.V. (second ranking)	VION Nederland B.V.	VION Food Nederland (Holding) B.V.
44.	Deed of Pledge - VION Financial Services B.V. (first ranking)	VION N.V.	VION Financial Services B.V.
45.	Deed of Pledge - VION Financial Services B.V. (second ranking)	VION N.V.	VION Financial Services B.V.
46.	Deed of Pledge - Thermochem Beheer B.V. (first ranking)	VION N.V.	Thermochem Beheer B.V.
47.	Deed of Pledge - Thermochem Beheer B.V. (second ranking)	VION N.V.	Thermochem Beheer B.V.
48.	Deed of Pledge - Sonac Eindhoven B.V. (first ranking)	VION Ingredients Nederland (Holding) B.V.	Sonac Eindhoven B.V.
49.	Deed of Pledge - Sonac Eindhoven B.V. (second ranking)	VION Ingredients Nederland (Holding) B.V.	Sonac Eindhoven B.V.
50.	Deed of Pledge - Sonac Burgum B.V. (first ranking)	Rendac B.V.	Sonac Burgum B.V.
51.	Deed of Pledge - Sonac Burgum B.V. (second ranking)	Rendac B.V.	Sonac Burgum B.V.
52.	Deed of Pledge - Sobel Best N.V. (first ranking)	VION N.V.	Sobel Best N.V.
53.	Deed of Pledge - Sobel Best N.V. (second ranking)	VION N.V.	Sobel Best N.V.
54.	Deed of Pledge - Rendac Son B.V. (first ranking)	Rendac B.V.	Rendac Son B.V.

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55.	Deed of Pledge - Rendac Son B.V. (second ranking)	Rendac B.V.	Rendac Son B.V.
56.	Deed of Pledge - Rendac B.V. (first ranking)	VION Ingredients Nederland (Holding) B.V.	Rendac B.V.
57.	Deed of Pledge - Rendac B.V. (second ranking)	VION Ingredients Nederland (Holding) B.V.	Rendac B.V.
58.	Deed of Pledge - Oerlemans Foods B.V. (first ranking)	VION Nederland B.V.	Oerlemans Foods B.V.
59.	Deed of Pledge - Oerlemans Foods B.V. (second ranking)	VION Nederland B.V.	Oerlemans Foods B.V.
60.	Deed of Pledge - Chemson B.V. (first ranking)	VION N.V.	Chemson B.V.
61.	Deed of Pledge - Chemson B.V. (second ranking)	VION N.V.	Chemson B.V.
62.	Deed of Pledge - Rendac Son II B.V. (first ranking)	Rendac B.V.	Rendac Son II B.V.
63.	Deed of Pledge - Rendac Son II B.V. (second ranking)	Rendac B.V.	Rendac Son II B.V.
64.	Deed of Pledge - Sonac Burgum II B.V. (first ranking)	Rendac B.V.	Sonac Burgum II B.V.
65.	Deed of Pledge - Sonac Burgum II B.V. (second ranking)	Rendac B.V.	Sonac Burgum II B.V.
66.	Deed of Pledge - Sonac Eindhoven II B.V. (first ranking)	VION Ingredients Nederland (Holding) B.V.	Sonac Eindhoven II B.V.
67.	Deed of Pledge - Sonac Eindhoven II B.V. (second ranking)	VION Ingredients Nederland (Holding) B.V.	Sonac Eindhoven II B.V.
68.	Pledge of bank accounts 1st ranking 18 July 2013	A. Moxsel GmbH Ahlener Fleischhandel GmbH Artland Convenience GmbH Atlas Handelsgesellschaft mbH Ballering Export B.V. VION Food B.V. (formerly known as Best Share Finance B.V.) Beteiligungsges. Bonn Fleisch mbH BFU Beteiligungsges für Food Untern	

**DE BRAUW
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	<p>B.V. Destructor Zeeland CEMO-Fleisch GmbH Chemson B.V. Combinatie Teijssen van de Hengel (CTH) B.V. CTH GmbH CTH Slachthuizen B.V. CTH Vastgoed B.V. De Groene Weg B.V. Distrifresh B.V. Dumeco Lichtenvoorde B.V. Ecoson B.V. Eco-VION Belgium N.V. Encebe Vleeswaren B.V. Global Ceramic Materials Limited LARU GmbH Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Nederlandse Darmenhandel Nevada B.V. NFZ Convenience Produkte GmbH Oerlemans Foods B.V. Oerlemans Foods International B.V. Oerlemans Foods Nederland B.V. Oerlemans Foods Waalwijk B.V. Otto Nocker GmbH Rendac B.V. Rendac NV Rendac Son B.V.</p>	
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**DE BRAUW
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WESTBROEK**

	Rendac Transport NV Rendac UDES SA Rendac UDES Transport SA Rousselot Angouleme SAS Rousselot B.V. Rousselot Dubuque Inc Rousselot GmbH Rousselot Isle sur la Sorgue SAS Rousselot NV Rousselot Peabody Inc Rousselot SAS Salomon Food World GmbH Salomon Hitburger GmbH Sobel 22 B.V. Sobel Best N.V. Sobel GmbH Sobel Holding GmbH Sonac Bad Bramstedt GmbH Sonac België NV Sonac Bramstedt Nord GmbH Sonac Burgum B.V. Sonac Eindhoven B.V. Sonac Gent NV Sonac Harlingen B.V. Sonac Hides & Skins (UK) Limited Sonac Hides GmbH Sonac Loenen B.V. Sonac Transport NV	
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**DE BRAUW
BLACKSTONE
WESTBROEK**

	<p>Sonac USA LLC Sonac Vuren B.V. SturkoMeat Group B.V. Südfleisch Bad Neustadt GmbH Südfleisch Bamberg GmbH Südfleisch GmbH Südfleisch Holding GmbH Südfleisch Ingolstadt GmbH Südfleisch Lauda GmbH Südfleisch Traunstein GmbH Südfleisch Waldkraiburg GmbH Südfleisch Weiden GmbH Südfrost Kühlhausgesellschaft mbH Südost Fleisch GmbH Thermochem Beheer B.V. VION 5Q GmbH VION Anhalt GmbH VION Anklam GmbH VION Apeldoorn B.V. VION Bad Bramstedt GmbH VION Beuningen B.V. VION Boxel B.V. VION Buchloe GmbH VION Convenience Chemnitz GmbH VION Convenience Filialen GmbH VION Convenience Frischecenter GmbH VION Convenience GmbH, Wunstorf VION Convenience GmbH, Großostheim</p>	
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**DE BRAUW
BLACKSTONE
WESTBROEK**

	<p>VION Convenience Landsberg GmbH VION Convenience Management GmbH VION Crailsheim GmbH VION Doetinchem B.V. VION Druten B.V. (VION EGN Südostbayern GmbH VION Emstek GmbH VION Enschede B.V. VION Farming België NV VION Farming B.V. VION Financial Services B.V. VION Fleischzentrum GmbH VION Food Group Limited VION Food Hamburg GmbH VION Food International B.V. VION Food Nederland (Holding) B.V. VION Food Nederland B.V. VION Food Scotland Limited VION Frankfurt GmbH VION Fresh Meat North GmbH VION Fresh Meat South GmbH VION Frozen Retail GmbH VION GmbH VION Groenlo B.V. VION Head Office B.V. VION Helmond B.V. VION Hilden GmbH VION Holding N.V.</p>	
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**DE BRAUW
BLACKSTONE
WESTBROEK**

	<p>VION Holdorf TK GmbH VION ICT Services B.V. VION Import & Export GmbH VION Ingredients International (Holding) B.V. VION Ingredients Nederland (Holding) B.V. VION International B.V. VION International GmbH VION IT Services GmbH VION Lausitz GmbH VION Livestock B.V. VION Move GmbH VION N.V. VION Participation Badbergen GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Retail Groenlo B.V. VION Retail Nederland B.V. VION Retail Schijndel B.V. VION Rundvee B.V. VION Rusland B.V. VION Sales West B.V. VION Scherpenzeel B.V. VION Straubing GmbH VION Tilburg B.V.</p>	
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**DE BRAUW
BLACKSTONE
WESTBROEK**

	<p>VION Trading GmbH VION Vered.- und Verm. GmbH & Co. KG VION Vilshofen GmbH VION Zeven AG VION Zucht- und Nutztvieh GmbH VION Nederland B.V. Vleesindustrie Valkenswaard B.V. Weimarer Wurstwaren GmbH WurstWorld GmbH</p>	
69. Pledge of bank accounts 2nd ranking 18 July 2013	<p>A. Moxsel GmbH Ahlener Fleischhandel GmbH Artland Convenience GmbH Atlas Handelsgesellschaft mbH Ballering Export B.V. VION Food B.V. (formerly known as Best Share Finance B.V.) Beteiligungsges. Bonn Fleisch mbH BFU Beteiligungsges für Food Untern B.V. Destructor Zeeland CEMO-Fleisch GmbH Chemson B.V. Combinatie Teijsen van de Hengel (CTH) B.V. CTH GmbH CTH Slachthuizen B.V. CTH Vastgoed B.V. De Groene Weg B.V. Distrifresh B.V.</p>	70.

**DE BRAUW
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WESTBROEK**

	<p>Dumeco Lichtenvoorde B.V. Ecoson B.V. Eco-VION Belgium N.V. Encebe Vleeswaren B.V. Global Ceramic Materials Limited LARU GmbH Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Nederlandse Darmerhandel Nevada B.V. NFZ Convenience Produkte GmbH Oerlemans Foods B.V. Oerlemans Foods International B.V. Oerlemans Foods Nederland B.V. Oerlemans Foods Waalwijk B.V. Otto Nocker GmbH Rendac B.V. Rendac NV Rendac Son B.V. Rendac Transport NV Rendac UDES SA Rendac UDES Transport SA Rousselot Angouleme SAS Rousselot B.V. Rousselot Dubuque Inc Rousselot GmbH Rousselot Isle sur la Sorgue SAS Rousselot NV Rousselot Peabody Inc</p>	
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**DE BRAUW
BLACKSTONE
WESTBROEK**

	<p>Rousselot SAS Salomon Food World GmbH Salomon Hitburger GmbH Sobel 22 B.V. Sobel Best N.V. Sobel GmbH Sobel Holding GmbH Sonac Bad Bramstedt GmbH Sonac België NV Sonac Bramstedt Nord GmbH Sonac Burgum B.V. Sonac Eindhoven B.V. Sonac Gent NV Sonac Harlingen B.V. Sonac Hides & Skins (UK) Limited Sonac Hides GmbH Sonac Loenen B.V. Sonac Transport NV Sonac USA LLC Sonac Vuren B.V. SturkoMeat Group B.V. Südfleisch Bad Neustadt GmbH Südfleisch Bamberg GmbH Südfleisch GmbH Südfleisch Holding GmbH Südfleisch Ingolstadt GmbH Südfleisch Lauda GmbH Südfleisch Traunstein GmbH</p>	
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**DE BRAUW
BLACKSTONE
WESTBROEK**

	<p>Südfleisch Waldkraiburg GmbH Südfleisch Weiden GmbH Südfrost Kühlhausgesellschaft mbH Südosst Fleisch GmbH Thermochem Beheer B.V. VION 5Q GmbH VION Anhalt GmbH VION Anklam GmbH VION Apeldoorn B.V. VION Bad Bramstedt GmbH VION Beuningen B.V. VION Boxtel B.V. VION Buchloe GmbH VION Convenience Chemnitz GmbH VION Convenience Filialen GmbH VION Convenience Frischecenter GmbH VION Convenience GmbH, Wunstorf VION Convenience GmbH, Großostheim VION Convenience Landsberg GmbH VION Convenience Management GmbH VION Crailsheim GmbH VION Doetinchem B.V. VION Druten B.V. VION EGN Südostbayern GmbH VION Emstek GmbH VION Enschede B.V. VION Farming België NV VION Farming B.V.</p>	
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**DE BRAUW
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WESTBROEK**

	<p>VION Financial Services B.V. VION Fleischzentrum GmbH VION Food Group Limited VION Food Hamburg GmbH VION Food International B.V. VION Food Nederland (Holding) B.V. VION Food Nederland B.V. VION Food Scotland Limited VION Frankfurt GmbH VION Fresh Meat North GmbH VION Fresh Meat South GmbH VION Frozen Retail GmbH VION GmbH VION Groenlo B.V. VION Head Office B.V. VION Helmond B.V. VION Hilden GmbH VION Holding N.V. VION Holdorf TK GmbH VION ICT Services B.V. VION Import & Export GmbH VION Ingredients International (Holding) B.V. VION Ingredients Nederland (Holding) B.V. VION International B.V. VION International GmbH VION IT Services GmbH VION Lausitz GmbH</p>	
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**DE BRAUW
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WESTBROEK**

	<p>VION Livestock B.V. VION Move GmbH VION N.V. VION Participation Badbergen GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Retail Groenlo B.V. VION Retail Nederland B.V. VION Retail Schijndel B.V. VION Rundvee B.V. VION Rusland B.V. VION Sales West B.V. VION Scherpenzeel B.V. VION Straubing GmbH VION Tilburg B.V. VION Trading GmbH VION Vered.- und Verm. GmbH & Co. KG VION Vilshofen GmbH VION Zeven AG VION Zucht- und Nutzvieh GmbH VION Nederland B.V. Vleesindustrie Valkenswaard B.V. Weimarer Wurstwaren GmbH WurstWorld GmbH</p>	
71.	Pledge of bank accounts 1st ranking 7 Aug 2013	Rousselot B.V.

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72.	Pledge of bank accounts 2nd ranking 7 Aug 2013	Rousselot B.V.	
73.	Collateral account pledge 2nd ranking 18 July 2013	VION Financial Services B.V.	
74.	2nd ranking security collection accounts 13 Sept 2013	A. Moksel GmbH Artland Convenience GmbH Atlas Handelsgesellschaft mbH BestHides GmbH De Groene Weg B.V. Distifresh B.V. Ecoson B.V. Encebe Vleeswaren B.V. Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Oerlemans Foods Nederland B.V. Otto Nocker GmbH Rousselot Angouleme SAS Rousselot Isle sur La Sorgue SAS Rousselot NV Salomon Food World GmbH Sonac Bad Bramstedt GmbH Sonac Belgie NV Sonac Burgum B.V. Sonac Loenen B.V. Sonac Vuren B.V. SUdfleisch Bad Neustadt GmbH SUdfleisch Bamberg GmbH SUdfleisch GmbH SUdfleisch Ingolstadt GmbH	

**DE BRAUW
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	SUdfleisch Traunstein GmbH SUdfleisch Waldkraiburg GmbH SUdfleisch Weiden GmbH SUdost Fleisch GmbH VION Anklam GmbH VION Apeldoorn B.V. VION Bad Bramstedt GmbH VION Boxtel B.V. VION Convenience GmbH, GroBostheim VION Convenience GmbH, Wunstorf VION Crailsheim GmbH VION Druten B.V. VION Emstek GmbH VION Enschede B.V. VION Food Nederland B.V. VION Frankfurt GmbH VION Groenlo B.V. VION Helmond B.V. VION Hilden GmbH VION Holdorf TK GmbH VION Import & Export GmbH VION International B.V. VION International GmbH VION Lausitz GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Retail Groenlo B.V. VION Retail Nederland B.V.	
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**DE BRAUW
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	<p>VION Retail Schiindel B.V. VION Sales West B.V. VION Scherpenzeel B.V. VION Straubing GmbH VION Tilburg B.V. VION Trading GmbH VION Vilshofen GmbH VION Zeven AG Vleesindustrie Valkenswaard B.V. Weimarer Wurstwaren GmbH</p>	
75. 3rd ranking security collection accounts 13 Sept 2013	<p>A. Moksel GmbH Artland Convenience GmbH Atlas Handelsgesellschaft mbH BestHides GmbH De Groene Weg B.V. Distrifresh B.V. Ecoson B.V. Encebe Vleeswaren B.V. Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Oerlemans Foods Nederland B.V. Otto Nocker GmbH Rousselot Angouleme SAS Rousselot Isle sur La Sorgue SAS Rousselot NV Salomon Food World GmbH Sonac Bad Bramstedt GmbH Sonac Belgie NV</p>	

**DE BRAUW
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	<p>Sonac Burgum B.V. Sonac Loenen B.V. Sonac Vuren B.V. SUdfleisch Bad Neustadt GmbH SUdfleisch Bamberg GmbH SUdfleisch GmbH SUdfleisch Ingolstadt GmbH SUdfleisch Traunstein GmbH SUdfleisch Waldkraiburg GmbH SUdfleisch Weiden GmbH SUdost Fleisch GmbH VION Anklam GmbH VION Apeldoorn B.V. VION Bad Bramstedt GmbH VION Boxtel B.V. VION Convenience GmbH, GroBostheim VION Convenience GmbH, Wunstorf VION Crailsheim GmbH VION Druten B.V. VION Emstek GmbH VION Enschede B.V. VION Food Nederland B.V. VION Frankfurt GmbH VION Groenlo B.V. VION Helmond B.V. VION Hilden GmbH VION Holdorf TK GmbH VION Import & Export GmbH</p>	
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**DE BRAUW
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	<p>VION International B.V. VION International GmbH VION Lausitz GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Retail Groenlo B.V. VION Retail Nederland B.V. VION Retail Schiindel B.V. VION Sales West B.V. VION Scherpenzeel B.V. VION Straubing GmbH VION Tilburg B.V. VION Trading GmbH VION Vilshofen GmbH VION Zeven AG Vleesindustrie Valkenswaard B.V. Weimarer Wurstwaren GmbH</p>	
76. First ranking Supplemental Deed (not RPF Accounts)	<p>Oerlemans Foods International B.V. Oerlemans Foods Nederland B.V. Oerlemans Foods Waalwijk B.V. VION Financial Services B.V. VION Food International B.V. VION Food Nederland B.V. VION Holding N.V. VION N.V.</p>	
77. Second ranking Supplemental Deed (not RPF Accounts)	<p>Oerlemans Foods International B.V. Oerlemans Foods Nederland B.V. Oerlemans Foods Waalwijk B.V.</p>	

	VION Financial Services B.V. VION Food International B.V. VION Food Nederland B.V. VION Holding N.V. VION N.V.	
78. Second ranking Supplemental Deed (RPF Accounts)	Distrifresh B.V Ecoson B.V. Encebe Vleeswaren B.V. Oerlemans Foods Nederland B.V. VION Enschede B.V. VION Food International B.V. VION Groenlo B.V. VION Sales West B.V. VION Tilburg B.V.	
79. Third ranking Supplemental Deed (RPF Accounts)	Distrifresh B.V Ecoson B.V. Encebe Vleeswaren B.V. Oerlemans Foods Nederland B.V. VION Enschede B.V. VION Food International B.V. VION Groenlo B.V. VION Sales West B.V. VION Tilburg B.V.	
80. Deed of Pledge intra-group receivables (1st ranking) 2-10-2012	VION N.V. VION Financial Services B.V. VION Ingredients International (Holding) B.V.	
81. Deed of Pledge intra-group receivables (2nd ranking) 2-10-2012	VION N.V.	

	VION Financial Services B.V. VION Ingredients International (Holding) B.V.	
82. Pledge of rights 1st ranking 18 July 2013	<p>Ballering Export B.V. VION Food B.V. (formerly known as Best Share Finance B.V.) B.V. Destructor Zeeland Chemson B.V. Combinatie Teijssen van de Hengel (CTH) B.V. CTH Slachthuizen B.V. CTH Vastgoed B.V. De Groene Weg B.V. Distrifresh B.V. Dumeco Lichtenvoorde B.V. Ecoson B.V. Encebe Vleeswaren B.V. Nederlandse Darmenhandel Nevada B.V. Oerlemans Foods International B.V. Oerlemans Foods Nederland B.V. Oerlemans Foods Waalwijk B.V. Rendac B.V. Rendac Son B.V. Rousselot B.V. Sobel 22 B.V. Sobel Best N.V. Sonac Burgum B.V. Sonac B.V.</p>	

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	<p>Sonac Eindhoven B.V. Sonac Harlingen B.V. Sonac Loenen B.V. Sonac Vuren B.V. SturkoMeat Group B.V. Thermochem Beheer B.V. VION Apeldoorn B.V. VION Beuningen B.V. VION Boxtel B.V. VION Doetinchem B.V. VION Druten B.V. VION Enschede B.V. VION Farming B.V. VION Food International B.V. VION Food Nederland (Holding) B.V. VION Food Nederland B.V. VION Groenlo B.V. VION Helmond B.V. VION Holding N.V. VION ICT Services B.V. VION Ingredients Nederland (Holding) B.V. VION International B.V. VION Livestock B.V. VION Nederland B.V. VION Retail Groenlo B.V. VION Retail Nederland B.V. VION Retail Schijndel B.V. VION Rundvee B.V.</p>	
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**DE BRAUW
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	<p>VION Rusland B.V. VION Sales West B.V. VION Scherpenzeel B.V. VION Tilburg B.V. Vleesindustrie Valkenswaard B.V.</p>	
83. Pledge of rights 2nd ranking 18 July 2013	<p>Ballering Export B.V. VION Food B.V. (formerly known as Best Share Finance B.V.) B.V. Destructor Zeeland Chemson B.V. Combinatie Teijssen van de Hengel (CTH) B.V. CTH Slachthuizen B.V. CTH Vastgoed B.V. De Groene Weg B.V. Distrifresh B.V. Dumeco Lichtenvoorde B.V. Ecoson B.V. Encebe Vleeswaren B.V. Nederlandse Darmenhandel Nevada B.V. Oerlemans Foods International B.V. Oerlemans Foods Nederland B.V. Oerlemans Foods Waalwijk B.V. Rendac B.V. Rendac Son B.V. Rousselot B.V. Sobel 22 B.V. Sobel Best N.V.</p>	

**DE BRAUW
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	<p>Sonac Burgum B.V. Sonac B.V. Sonac Eindhoven B.V. Sonac Harlingen B.V. Sonac Loenen B.V. Sonac Vuren B.V. SturkoMeat Group B.V. Thermochem Beheer B.V. VION Apeldoorn B.V. VION Beuningen B.V. VION Boxtel B.V. VION Doetinchem B.V. VION Druten B.V. VION Enschede B.V. VION Farming B.V. VION Food International B.V. VION Food Nederland (Holding) B.V. VION Food Nederland B.V. VION Groenlo B.V. VION Helmond B.V. VION Holding N.V. VION ICT Services B.V. VION Ingredients Nederland (Holding) B.V. VION International B.V. VION Livestock B.V. VION Nederland B.V. VION Retail Groenlo B.V. VION Retail Nederland B.V.</p>	
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		VION Retail Schijndel B.V. VION Rundvee B.V. VION Rusland B.V. VION Sales West B.V. VION Scherpenzeel B.V. VION Tilburg B.V. Vleesindustrie Valkenswaard B.V.	
84.	Pledge of rights 1st ranking 7 Aug 2013	NBM Fleischhandel GmbH VION Perleberg GmbH	
85.	Pledge of rights 2 nd ranking 7 Aug 2013	NBM Fleischhandel GmbH VION Perleberg GmbH	
86.	Pledge of trade receivables (1 st ranking) 28 Feb 2013	Dumeco Lichtenvoorde B.V. Ecoson B.V. Encebe Vleeswaren B.V. Rendac Son B.V. Sonac Eindhoven B.V. Sonac Harlingen B.V. Sonac Loenen B.V. Sonac Vuren B.V. Sturkomeat Group B.V. VION Apeldoorn B.V. VION Beuningen B.V. VION Doelfinchem B.V. VION Food International B.V. VION Groenlo B.V. VION Helmond B.V. VION Ingredients Nederland (Holding) B.V. VION Retail Schijndel B.V.	

<p>87. Pledge of trade receivables (2nd ranking) 28 Feb 2013</p>	<p>Dumeco Lichtenvoorde B.V. Ecoson B.V. Encebe Vleeswaren B.V. Rendac Son B.V. Sonac Eindhoven B.V. Sonac Harlingen B.V. Sonac Loenen B.V. Sonac Vuren B.V. Sturkomeat Group B.V. VION Apeldoorn B.V. VION Beuningen B.V. VION Doetinchem B.V. VION Food International B.V. VION Groenlo B.V. VION Helmond B.V. VION Ingredients Nederland (Holding) B.V. VION Retail Schijndel B.V.</p>	
<p>88. First ranking pledge of Moveable Assets (20 December 2012)</p>	<p>Dumeco Lichtenvoorde B.V. Ecoson B.V. Encebe Vleeswaren B.V. Rendac Son B.V. Sonac Eindhoven B.V. Sonac Harlingen B.V. Sonac Loenen B.V. Sonac Vuren B.V. Sturkomeat Group B.V. VION Apeldoorn B.V. VION Beuningen B.V.</p>	

	<p>VION Doetinchem B.V. VION Food International B.V. VION Groenlo B.V. VION Helmond B.V. VION Ingredients Nederland (Holding) B.V. VION Retail Schijndel B.V.</p>	
89. Second ranking pledge of Moveable Assets (20 December 2012)	<p>Dumeco Lichtenvoorde B.V. Ecoson B.V. Encebe Vleeswaren B.V. Rendac Son B.V. Sonac Eindhoven B.V. Sonac Harlingen B.V. Sonac Loenen B.V. Sonac Vuren B.V. Sturkomeat Group B.V. VION Apeldoorn B.V. VION Beuningen B.V. VION Doetinchem B.V. VION Food International B.V. VION Groenlo B.V. VION Helmond B.V. VION Ingredients Nederland (Holding) B.V. VION Retail Schijndel B.V.</p>	
90. First ranking pledge on IP Rights	<p>Rendac B.V. Rousselot B.V. Sonac B.V. VION N.V. VION Food Nederland B.V.</p>	

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	VION Ingredients Nederland (Holding) B.V.	
91. Second ranking pledge on IP Rights	Rendac B.V. Rousselot B.V. Sonac B.V. VION N.V. VION Food Nederland B.V. VION Ingredients Nederland (Holding) B.V.	
92. Dumeco Lichtenvoorde BV hypotheek 20-12-12 1e rang	Dumeco Lichtenvoorde B.V.	
93. Dumeco Lichtenvoorde BV hypotheek 20-12-12 2e rang	Dumeco Lichtenvoorde B.V.	
94. VION Retail Schijndel BV hypotheek 20-12-12 1e rang	VION Retail Schijndel B.V.	
95. VION Retail Schijndel BV hypotheek 20-12-12 2e rang	VION Retail Schijndel B.V.	
96. VION Ingredients Nederland (Holding) BV hypotheek 20-12-12 1e rang	VION Ingredients Nederland (Holding) B.V.	
97. VION Ingredients Nederland (Holding) BV hypotheek 20-12-12 2e rang	VION Ingredients Nederland (Holding) B.V.	
98. VION Groenlo BV hypotheek 20-12-12 1e rang	VION Groenlo B.V.	
99. VION Groenlo BV hypotheek 20-12-12 2e rang	VION Groenlo B.V.	
100. VION Doetinchem BV hypotheek 20-12-12 1e rang	VION Doetinchem B.V.	
101. VION Doetinchem BV hypotheek 20-12-12 2e rang	VION Doetinchem B.V.	
102. VION Apeldoorn BV hypotheek 20-12-12 1e rang	VION Apeldoorn B.V.	
103. VION Apeldoorn BV hypotheek 20-12-12 2e rang	VION Apeldoorn B.V.	
104. Sturkomeat Group BV hypotheek 20-12-12 1e rang	Sturkomeat Group B.V.	

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105.	Sturkomeat Group BV hypotheek 20-12-12 2e rang	Sturkomeat Group B.V.	
106.	Sonac Vuren BV hypotheek 20-12-12 1e rang	Sonac Vuren B.V.	
107.	Sonac Vuren BV hypotheek 20-12-12 2e rang	Sonac Vuren B.V.	
108.	Sonac Harlingen BV hypotheek 20-12-12 1e rang	Sonac Harlingen B.V.	
109.	Sonac Harlingen BV hypotheek 20-12-12 2e rang	Sonac Harlingen B.V.	
110.	Sonac Eindhoven BV hypotheek 20-12-12 1e rang	Sonac Eindhoven B.V.	
111.	Sonac Eindhoven BV hypotheek 20-12-12 2e rang	Sonac Eindhoven B.V.	
112.	Rendac Son BV 1st rank mortgage 20 Dec 2012	Rendac Son B.V.	
113.	Rendac Son BV 2nd rank mortgage 20 Dec 2012	Rendac Son B.V.	
114.	Encebe Vleeswaren BV hypotheek 20-12-12 1e rang	Encebe Vleeswaren B. V.	
115.	Encebe Vleeswaren BV hypotheek 20-12-12 2e rang	Encebe Vleeswaren B. V.	
116.	Ecoson BV hypotheek 20-12-12 1e rang	Ecoson B.V.	
117.	Ecoson BV hypotheek 20-12-12 2e rang	Ecoson B.V.	
118.	Security Agreement (First ranking pledge of rights over SPA and Escrow Agreement) dated 13 November 2013	VION Holding N.V.	
119.	Security Agreement (Second ranking pledge of rights over SPA and Escrow Agreement) dated 13 November 2013	VION Holding N.V.	
120.	Security Agreement (First ranking pledge of rights over Purchase Price Claims) dated 6 January 2014	VION N.V. VION Financial Services B.V.	
121.	Security Agreement (Second ranking pledge of rights over Purchase Price Claims) dated 6 January 2014	VION N.V. VION Financial Services B.V.	

French Security Documents

Description of Security Document and assets encumbered	Security Providers	
122. First-ranking receivables pledge agreement dated 18 July 2013	Rousselot SAS	
123. First-ranking receivables pledge agreement dated 18 July 2013	Rousselot Isle sur la Sorgue	
124. Second-ranking receivables pledge agreement dated 18 July 2013	Rousselot SAS	
125. Second-ranking receivables pledge agreement dated 18 July 2013	Rousselot Isle sur la Sorgue	

German Security Documents

Description of Security Document and assets encumbered	Security Providers	Pledged Companies
126. Senior security trust agreement dated 2 October 2012 as amended by the supplemental agreement dated 4 March 2013, an accession agreement dated 11 January 2013 and an accession agreement dated 18 July 2013	VION N.V. Chemson B.V. Thermochem Beheer B.V. Sobel Best N.V. Rendac B.V.	

**DE BRAUW
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	<p>NFZ Convenience Produkte GmbH VION Food Hamburg GmbH Südfleisch GmbH Südfleisch Holding GmbH VION Fresh Meat North GmbH VION Fresh Meat South GmbH A. Moksel GmbH G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH VION Anhalt GmbH VION Buchloe GmbH VION Convenience GmbH VION GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH Wurstworld GmbH VION Trading GmbH VION Move GmbH Sonac Bad Bramstedt GmbH NBM Fleischhandel GmbH VION Crailsheim GmbH Ahlener Fleischhandel GmbH Artland Convenience GmbH Atlas Handelsgesellschaft mbH Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung</p>	
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**DE BRAUW
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	<p>BFU Beteiligungsgesellschaft für Food Unternehmen mbH CEMO Fleisch GmbH CTH GmbH Ilmtal Fleischwaren GmbH Weimar- Thüringen Nevada Darm- und Schlachtnebenpro- dukte-Handels GmbH Otto Nocker GmbH Rousselot GmbH Salomon Food World GmbH Salomon Hitburger GmbH Sobel GmbH Sobel Holding GmbH Sonac Bramstedt Nord GmbH BestHides GmbH Südfleisch Bad Neustadt GmbH Südfleisch Bamberg GmbH Südfleisch Ingolstadt GmbH Südfleisch Lauda GmbH Südfleisch Traunstein GmbH Südfleisch Waldkraiburg GmbH Südfleisch Weiden GmbH SÜDFROST Kühlhausgesellschaft mbH Südost-Fleisch GmbH VION 5Q GmbH VION Anklam GmbH VION Bad Bramstedt GmbH</p>	
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**DE BRAUW
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	<p>VION Convenience Chemnitz GmbH VION Convenience Filialen GmbH VION Convenience Frischecenter GmbH VION Convenience GmbH (Großostheim) VION Convenience GmbH (Wunstdorf) VION Convenience Hammelburg GmbH VION Convenience Landsberg GmbH VION Convenience management GmbH VION EGN Südostbayern GmbH VION Emstek GmbH VION Fleischzentrum GmbH VION Frankfurt GmbH VION Frozen Retail GmbH VION Hilden GmbH VION Holdorf TK GmbH VION Import & Export GmbH VION International GmbH VION IT Services GmbH VION Lausitz GmbH VION Participation Badbergen GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Straubing GmbH Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG VION Vilshofen GmbH VION Zeven AG VION Zucht- und Nutzvieh GmbH</p>	
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	<p>Weimarer Wurstwaren GmbH Oerlemans Foods Nederland B.V. Vion Food Nederland B.V. VION Financial Services B.V. VION FINANCE S.À R.L</p>	
<p>127. Subordinated security trust agreement dated 2 October 2012 as amended by the supplemental agreement dated 11 January 2013 and the accession agreement dated 18 July 2013</p>	<p>VION N.V. Chemson B.V. Thermochem Beheer B.V. Sobel Best N.V. Rendac B.V. NFZ Convenience Produkte GmbH VION Food Hamburg GmbH SOT Süd Ost Trading GmbH Südfleisch Holding GmbH VION Fresh Meat North GmbH VION Fresh Meat South GmbH A. Moksel GmbH VION Crailsheim GmbH G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH VION Anhalt GmbH VION Buchloe GmbH VION Convenience GmbH VION GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH</p>	

**DE BRAUW
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	<p>Ahlener Fleischhanel GmbH Artland Convenience GmbH Atlas Handelsgesellschaft mbH Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung BFU Beteiligungsgesellschaft für Food Unternehmen mbH CEMO Fleisch GmbH CTH GmbH Ilmtal Fleischwaren GmbH Weimar- Thüringen Nevada Darm- und Schlachtnebenpro- dukte-Handels GmbH Otto Nocker GmbH Rousselot GmbH Salomon Food World GmbH Salomon Hitburger GmbH Sobel GmbH Sobel Holding GmbH Sonac Bramstedt Nord GmbH BestHides GmbH Südfleisch Bad Neustadt GmbH Südfleisch Bamberg GmbH Südfleisch Ingolstadt GmbH Südfleisch Lauda GmbH Südfleisch Traunstein GmbH Südfleisch Waldkraiburg GmbH Südfleisch Weiden GmbH</p>	
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**DE BRAUW
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WESTBROEK**

	SÜDFROST Kühlhausgesellschaft mbH Südost-Fleisch GmbH VION 5Q GmbH VION Anklam GmbH VION Bad Bramstedt GmbH VION Convenience Chemnitz GmbH VION Convenience Filialen GmbH VION Convenience Frischecenter GmbH VION Convenience GmbH (Großostheim) VION Convenience GmbH (Wunstdorf) VION Convenience Hammelburg GmbH VION Convenience Landsberg GmbH VION Convenience management GmbH VION EGN Südostbayern GmbH VION Emstek GmbH VION Fleischzentrum GmbH VION Frankfurt GmbH VION Frozen Retail GmbH VION Hilden GmbH VION Holdorf TK GmbH VION Import & Export GmbH VION International GmbH VION IT Services GmbH VION Lausitz GmbH VION Participation Badbergen GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Straubing GmbH	
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**DE BRAUW
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	<p>Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG VION Vilshofen GmbH VION Zeven AG VION Zucht- und Nutzvieh GmbH Weimarer Wurstwaren GmbH Oerlemans Foods Nederland B.V. Vion Food Nederland B.V. VION Financial Services B.V. VION FINANCE S.À R.L.</p>	
128. Combined Security Trust Agreement dated 4 March 2013	<p>G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Sonac Bad Bramstedt GmbH Südfleisch Holding GmbH VION Anhalt GmbH VION Buchloe GmbH VION Food Hamburg GmbH VION Move GmbH VION Trading GmbH Wurstworld GmbH</p>	
129. Global assignment agreement dated 28 February 2013	<p>G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Sonac Bad Bramstedt GmbH Südfleisch Holding GmbH</p>	

	<p>VION Anhalt GmbH VION Buchloe GmbH VION Food Hamburg GmbH VION Move GmbH VION Trading GmbH Wurstworld GmbH</p>	
<p>130. Senior security purpose agreement dated 11 January 2013 as amended and restated on 28 February 2013</p>	<p>G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH Südfleisch Holding GmbH VION Anhalt GmbH VION Buchloe GmbH VION Food Hamburg GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Crailsheim GmbH</p>	
<p>131. Subordinated security purpose agreement dated 11 January 2013 as amended on 28 February 2013</p>	<p>G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH Südfleisch Holding GmbH VION Anhalt GmbH VION Buchloe GmbH VION Food Hamburg GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Crailsheim GmbH</p>	

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132.	Senior and subordinated land charge deed dated 11 January 2013 (notarial deed no. 3/2013-K of the notary Dr. Beatrix Kipper in Frankfurt am Main, dated 11 January 2013) as extended by land charge deed dated 28 February 2013 (notarial deed no. 15/2013-K of the notary Dr. Beatrix Kipper in Frankfurt am Main, dated 28 February 2013)	G. und P. Salomon GmbH LARU GmbH Lutz Fleischwaren GmbH Südfleisch Holding GmbH VION Anhalt GmbH VION Buchloe GmbH VION Food Hamburg GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Crailsheim GmbH	
133.	Senior ranking share pledge agreement dated 2 October 2012	VION N.V. Chemson B.V. Thermochem Beheer B.V. Sobel Best N.V. Rendac B.V.	VION Food Hamburg GmbH
134.	Senior ranking share pledge agreement dated 2 October 2012	VION N.V. NFZ Convenience Produkte GmbH VION Food Hamburg GmbH	A. Moxsel GmbH
135.	Senior ranking share pledge agreement dated 2 October 2012	VION N.V.	VION GmbH
136.	Senior ranking share pledge agreement dated 2 October 2012	VION N.V.	BFU Beteiligungsgesellschaft für Food-Unternehmen mbH
137.	Senior ranking share pledge agreement dated 2 October 2012	VION N.V.	NFZ Convenience Produkte GmbH
138.	Senior ranking share pledge agreement dated 2 October 2012	A. Moxsel GmbH	VION Fresh Meat South GmbH

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139.	Senior ranking share pledge agreement dated 2 October 2012	VION Fresh Meat South GmbH A. Moxsel GmbH	VION Crailsheim GmbH
140.	Senior ranking share pledge agreement dated 2 October 2012	BFU Beteiligungsgesellschaft für Food- Unternehmen mbH	Südfleisch Holding GmbH
141.	Senior ranking share pledge agreement dated 2 October 2012	Südfleisch Holding GmbH	Südfleisch GmbH (formerly: SOT Süd Ost Trading GmbH)
142.	Senior ranking share pledge agreement dated 2 October 2012	SOT Süd Ost Trading GmbH	Südfleisch Waldkraiburg GmbH
143.	Subordinated share pledge agreement dated 2 October 2012	VION N.V. Chemson B.V. Thermochem Beheer B.V. Sobel Best N.V. Rendac B.V.	VION Food Hamburg GmbH
144.	Subordinated share pledge agreement dated 2 October 2012	VION N.V. NFZ Convenience Produkte GmbH VION Food Hamburg GmbH	A. Moxsel GmbH
145.	Subordinated share pledge agreement dated 2 October 2012	VION N.V.	VION GmbH
146.	Subordinated share pledge agreement dated 2 October 2012	VION N.V.	BFU Beteiligungsgesellschaft für Food-Unternehmen mbH
147.	Subordinated share pledge agreement dated 2 October 2012	VION N.V.	NFZ Convenience Produkte GmbH
148.	Subordinated share pledge agreement dated 2 October 2012	A. Moxsel GmbH	VION Fresh Meat South GmbH

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149.	Subordinated share pledge agreement dated 2 October 2012	VION Fresh Meat South GmbH	VION Crailsheim GmbH
150.	Subordinated share pledge agreement dated 2 October 2012	BFU Beteiligungsgesellschaft für Food-Unternehmen mbH	Südfleisch Holding GmbH
151.	Subordinated share pledge agreement dated 2 October 2012	Südfleisch Holding GmbH	Südfleisch GmbH (formerly: SOT Süd Ost Trading GmbH)
152.	Subordinated share pledge agreement dated 2 October 2012	SOT Süd Ost Trading GmbH	Südfleisch Waldkraiburg GmbH
153.	Senior IP pledge agreement dated 11 January 2013	VION GmbH VION Convenience GmbH, Wunstorf	
154.	Subordinated IP pledge agreement dated 11 January 2013	VION GmbH VION Convenience GmbH, Wunstorf	
155.	Senior RPF account pledge agreement dated 16 September 2013	Oerlemans Foods Nederland B.V. A. Moxsel GmbH Artland Convenience GmbH Atlas-Handelsgesellschaft mbH BestHides GmbH Lutz Fleischwaren GmbH NBM Fleischhandel GmbH Otto Nocker GmbH Salomon Food World GmbH Sonac Bad Bramstedt GmbH Südfleisch Bad Neustadt GmbH Südfleisch Bamberg GmbH Südfleisch GmbH Südfleisch Ingolstadt GmbH Südfleisch Traunstein GmbH	

**DE BRAUW
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	<p>Südfleisch Waldkraiburg GmbH Südfleisch Weiden GmbH Südost-Fleisch GmbH VION Anklam GmbH VION Bad Bramstedt GmbH VION Convenience GmbH (Großostheim) VION Convenience GmbH (Wunstorf) VION Crailsheim GmbH VION Emstek GmbH VION Frankfurt GmbH VION Hilden GmbH VION Holdorf TK GmbH VION Import & Export GmbH VION International GmbH VION Lausitz GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Straubing GmbH VION Trading GmbH VION Vilshofen GmbH VION Zeven AG Weimarer Wurstwaren GmbH</p>	
156. Subordinated RPF account pledge agreement dated 16 September 2013	<p>Oerlemans Foods Nederland B.V. A. Moksel GmbH Artland Convenience GmbH Atlas-Handelsgesellschaft mbH BestHides GmbH Lutz FLeischwaren GmbH</p>	

**DE BRAUW
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	NBM Fleischhandel GmbH Otto Nocker GmbH Salomon Food World GmbH Sonac Bad Bramstedt GmbH Südfleisch Bad Neustadt GmbH Südfleisch Bamberg GmbH Südfleisch GmbH Südfleisch Ingolstadt GmbH Südfleisch Traunstein GmbH Südfleisch Waldkraiburg GmbH Südfleisch Weiden GmbH Südosst-Fleisch GmbH VION Anklam GmbH VION Bad Bramstedt GmbH VION Convenience GmbH (Großostheim) VION Convenience GmbH (Wunstorf) VION Crailsheim GmbH VION Emstek GmbH VION Frankfurt GmbH VION Hilden GmbH VION Holdorf TK GmbH VION Import & Export GmbH VION International GmbH VION Lausitz GmbH VION Perleberg GmbH VION Pfarrkirchen GmbH VION Straubing GmbH VION Trading GmbH	
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	VION Vilshofen GmbH VION Zeven AG Weimarer Wurstwaren GmbH	
157. Senior account pledge agreement dated 18 July 2013	Oerlemans Foods Nederland B.V. VION Financial Services B.V. VION Food Nederland B.V. VION N.V. A. Moksel GmbH Ahlener Fleischhandel GmbH BestHides GmbH Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung BFU Beteiligungsgesellschaft für Food- Unternehmen mbH GEMO-Fleisch GmbH CTH GmbH G. und P. Salomon GmbH Ilmtal Fleischwaren GmbH Weimar- Thüringen LARU GmbH Nevada Darm- und Schlachtnebenprodukte-Handels GmbH NFZ Convenience Produkte GmbH Rousselot GmbH Salomon Hitburger GmbH Sobel GmbH Sobel Holding GmbH Sonac Bad Bramstedt Nord GmbH	

**DE BRAUW
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	<p>Südfleisch Holding GmbH SÜDFROST Kühlhausgesellschaft mbH VION 5Q GmbH VION Anhalt GmbH VION Buchloe GmbH VION Convenience Chemnitz GmbH VION Convenience Filialen GmbH VION Convenience GmbH (Wunstorf) VION Convenience Hammelburg GmbH VION Convenience Landsberg GmbH VION Convenience Management GmbH VION EGN Südostbayern GmbH VION Fleischzentrum GmbH VION Food Hamburg GmbH VION Fresh Meat North GmbH VION Fresh Meat South GmbH VION Frozen Retail GmbH VION GmbH VION IT Services GmbH VION Move GmbH VION Participation Badbergen GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG VION Zucht- und Nutzvieh GmbH Wurst World GmbH</p>	
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<p>158. Subordinated Account Pledge Agreement dated 18 July 2013</p>	<p>Oerlemans Foods Nederland B.V. VION Financial Services B.V. VION Food Nederland B.V. VION N.V. A. Moksel GmbH Ahlener Fleischhandel GmbH BestHides GmbH Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung BFU Beteiligungsgesellschaft für Food- Unternehmen mbH CEMO-Fleisch GmbH CTH GmbH G. und P. Salomon GmbH Ilmtal Fleischwaren GmbH Weimar- Thüringen LARU GmbH Nevada Darm- und Schlachtnebenprodukte-Handels GmbH NFZ Convenience Produkte GmbH Rousselot GmbH Salomon Hitburger GmbH Sobel Holding GmbH Sonac Bad Bramstedt Nord GmbH Südfleisch Holding GmbH SÜDFROST Kühlhausgesellschaft mbH VION 5Q GmbH VION Anhalt GmbH</p>	
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**DE BRAUW
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	<p>VION Buchloe GmbH VION Convenience Chemnitz GmbH VION Convenience Filialen GmbH VION Convenience GmbH (Wunstorf) VION Convenience Hammelburg GmbH VION Convenience Landsberg GmbH VION Convenience Management GmbH VION EGN Südostbayern GmbH VION Fleischzentrum GmbH VION Food Hamburg GmbH VION Fresh Meat North GmbH VION Fresh Meat South GmbH VION Frozen Retail GmbH VION GmbH VION IT Services GmbH VION Move GmbH VION Participation Badbergen GmbH VION Property Badbergen GmbH VION Property Emstek GmbH VION Property Wunstorf GmbH VION Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG VION Zucht- und Nutzvieh GmbH Wurst World GmbH</p>	
159. Senior intercompany loan pledge agreement dated 18 July 2013	<p>VION FINANCE S.À R.L. Sobel GmbH VION Property Emstek GmbH VION Zucht- und Nutzvieh GmbH</p>	

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	NFZ Convenience Produkte GmbH Weimarer Wurstwaren GmbH NBM Fleischhandel GmbH VION Import & Export GmbH VION Convenience GmbH (Wunstorf) G. und P. Salomon GmbH Salomon Hitburger GmbH Salomon Food World GmbH VION Lausitz GmbH VION Crailsheim GmbH VION Food Hamburg GmbH VION Hilden GmbH A. Moksel GmbH VION Convenience GmbH (Grossostheim) VION Property Wunstorf GmbH VION Holdorf TK GmbH VION Frankfurt GmbH VION Emstek GmbH VION Perleberg GmbH VION Bad Bramstedt GmbH VION Anhalt GmbH Otto Nocker GmbH VION Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG BestHides GmbH Südfleisch Holding GmbH Atlas Handelsgesellschaft mbH Lutz Fleischwaren GmbH	
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**DE BRAUW
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	<p>VION Convenience Filialen GmbH VION Convenience Landsberg GmbH VION Convenience Chemnitz GmbH VION Convenience Hammelburg GmbH Südost-Fleisch GmbH Südfleisch Bamberg GmbH Südfleisch Ingolstadt GmbH Südfleisch Traunstein GmbH Südfleisch Weiden GmbH Südfleisch Bad Neustadt GmbH Südfleisch Waldkraiburg GmbH Südfleisch Lauda GmbH Sonac Bramstedt Nord GmbH Sonac Bad Bramstedt GmbH Artland Convenience GmbH Beteiligungs-gesellschaft Bonn Fleisch mit beschränkter Haftung BFU Beteiligungsgesellschaft für Food- Unternehmen mbH CEMO-Fleisch GmbH VION Fleischzentrum GmbH Sobel Holding GmbH Südfrost Kühlhausgesellschaft mbH VION Anklam GmbH VION Convenience Frischecenter GmbH VION Convenience Management GmbH VION EGN Südostbayern GmbH VION Fresh Meat North GmbH</p>	
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**DE BRAUW
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	<p>VION GmbH VION International GmbH VION IT Services GmbH VION Move GmbH VION Participation Badbergen GmbH VION Pfarrkirchen GmbH VION Property Badbergen GmbH VION Straubing GmbH VION Trading GmbH VION Vilshofen GmbH VION Zeven AG Ahlener Fleischhandel GmbH Ilmtal Fleischwaren GmbH Weimar- Thüringen VION Frozen Retail GmbH VION Buchloe GmbH Nevada Darm- und Schlachtnebenprodukte-Handels GmbH CTH GmbH VION 5Q GmbH LARU GmbH VION Fresh Meat South GmbH Wurst World GmbH Südfleisch GmbH Rousselot GmbH</p>	
160.	Subordinated intercompany loan pledge agreement dated 18 July 2013	VION FINANCE S.À R.L. Sobel GmbH

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	<p>VION Property Emstek GmbH VION Zucht- und Nutzvieh GmbH NFZ Convenience Produkte GmbH Weimarer Wurstwaren GmbH NBM Fleischhandel GmbH VION Import & Export GmbH VION Convenience GmbH (Wunstorf) G. und P. Salomon GmbH Salomon Hitburger GmbH Salomon Food World GmbH VION Lausitz GmbH VION Crailsheim GmbH VION Food Hamburg GmbH VION Hilden GmbH A. Moksel GmbH VION Convenience GmbH (Grossostheim) VION Property Wunstorf GmbH VION Holdorf TK GmbH VION Frankfurt GmbH VION Emstek GmbH VION Perleberg GmbH VION Bad Bramstedt GmbH VION Anhalt GmbH Otto Nocker GmbH VION Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG BestHides GmbH Südfleisch Holding GmbH</p>	
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**DE BRAUW
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	<p>Atlas Handelsgesellschaft mbH Lutz Fleischwaren GmbH VION Convenience Filialen GmbH VION Convenience Landsberg GmbH VION Convenience Chemnitz GmbH VION Convenience Hammelburg GmbH Südost-Fleisch GmbH Südfleisch Bamberg GmbH Südfleisch Ingolstadt GmbH Südfleisch Traunstein GmbH Südfleisch Weiden GmbH Südfleisch Bad Neustadt GmbH Südfleisch Waldkraiburg GmbH Südfleisch Lauda GmbH Sonac Bramstedt Nord GmbH Sonac Bad Bramstedt GmbH Artland Convenience GmbH Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung BFU Beteiligungsgesellschaft für Food- Unternehmen mbH CEMO-Fleisch GmbH VION Fleischzentrum GmbH Sobel Holding GmbH Südfrost Kühlhausgesellschaft mbH VION Anklam GmbH VION Convenience Frischecenter GmbH VION Convenience Management GmbH</p>	
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	<p>VION EGN Südostbayern GmbH VION Fresh Meat North GmbH VION GmbH VION International GmbH VION IT Services GmbH VION Move GmbH VION Participation Badbergen GmbH VION Pfarrkirchen GmbH VION Property Badbergen GmbH VION Straubing GmbH VION Trading GmbH VION Vilshofen GmbH VION Zeven AG Ahlener Fleischhandel GmbH Ilmtal Fleischwaren GmbH Weimar- Thüringen VION Frozen Retail GmbH VION Buchloe GmbH Nevada Darm- und Schlachtnebenprodukte-Handels GmbH CTH GmbH VION 5Q GmbH LARU GmbH VION Fresh Meat South GmbH Wurst World GmbH Südfleisch GmbH Rousselot GmbH</p>	
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Luxembourg Security Documents

Description of Security Document	Security Providers	Pledged Companies
161. First Ranking Sobel Luxembourg Receivables Pledge Agreement	Sobel Luxembourg S.à r.l.	
162. Second Ranking Sobel Luxembourg Receivables Pledge Agreement	Sobel Luxembourg S.à r.l.	
163. First Ranking VION Luxembourg Receivables Pledge Agreement	VION Luxembourg S.à r.l.	
164. Second Ranking VION Luxembourg Receivables Pledge Agreement	VION Luxembourg S.à r.l.	

UK Security Documents

Description of Security Document	Security Providers	Pledged Companies
165. First Ranking English Share Security Agreement VION Food Group Limited 2 Oct 2012	VION N.V.	VION Food Group Limited
166. Second Ranking English Share Security Agreement VION Food Group Limited 2 Oct 2012	VION N.V.	VION Food Group Limited
167. First Ranking English moveable assets security Rousselot NV 11 Jan 2013	Rousselot NV	
168. Second Ranking English moveable assets security Rousselot NV 11 Jan 2013	Rousselot NV	

<p>169. First Ranking English IC Receivables Security Agreement 2 Oct 2012</p>	<p>Cymru Country Feeds Limited VION Subco GCF Limited (formerly Grampian Country Feed Limited) VION Subco GCPB Limited (formerly Grampian Country Pork Buckie Limited) Favor Parker Limited VION Subco MFG Limited (formerly Marshall Food Group Limited) VION Subco MD Limited (formerly McIntosh Donald Limited) VION Food Group Limited VION Food UK Limited Thorne Poultry Limited VION Subco TOC Limited (formerly Tranfield of Cumbria Limited)</p>	
<p>170. Second Ranking English IC Receivables Security Agreement 2 Oct 2012</p>	<p>Cymru Country Feeds Limited VION Subco GCF Limited (formerly Grampian Country Feed Limited) VION Subco GCPB Limited (formerly Grampian Country Pork Buckie Limited) Favor Parker Limited VION Subco MFG Limited (formerly Marshall Food Group Limited) VION Subco MD Limited (formerly McIntosh Donald Limited) VION Food Group Limited VION Food UK Limited Thorne Poultry Limited</p>	

	VION Subco TOC Limited (formerly Tranfield of Cumbria Limited)	
171. First Ranking Security Agreement Global Ceramic Materials Limited 20 Dec 2012	Global Ceramic Materials Limited	
172. Second Ranking Security Agreement Global Ceramic Materials Limited 20 Dec 2012	Global Ceramic Materials Limited	
173. First ranking security agreement 18 July 2013	Global Ceramic Materials Limited VION Food Group Limited Sonac Hides & Skins (UK) Limited VION Food Scotland Limited VION Financial Services B.V. VION Food Nederland B.V.	
174. Second ranking security agreement 18 July 2013	Global Ceramic Materials Limited VION Food Group Limited Sonac Hides & Skins (UK) Limited VION Food Scotland Limited VION Financial Services B.V. VION Food Nederland B.V.	
175. First Ranking Floating Charge Security Global Ceramic Materials Limited 28 Feb 2013	Global Ceramic Materials Limited	

176.	Second Ranking Floating Charge Security Global Ceramic Materials Limited 28 Feb 2013	Global Ceramic Materials Limited	
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US Security Documents

Description of Security Document	Security Providers	Pledged Companies
177. First Ranking Security Agreement 28 February 2013	Rousselot Dubuque Inc. Rousselot Peabody Inc. Sonac USA LLC	
178. Second Ranking Security Agreement 28 February 2013	Rousselot Dubuque Inc. Rousselot Peabody Inc. Sonac USA LLC	
179. First Ranking Security Agreement 18 July 2013	Rousselot Dubuque Inc. Rousselot Peabody Inc. Sonac USA LLC	
180. Second Ranking Security Agreement 18 July 2013	Rousselot Dubuque Inc. Rousselot Peabody Inc. Sonac USA LLC	
181. First Ranking Deposit Account Control Agreement 18 July 2013	Rousselot Dubuque Inc.	
182. First Ranking Deposit Account Control Agreement 18 July 2013	Rousselot Peabody Inc.	
183. First Ranking Deposit Account Control Agreement 18 July 2013	Sonac USA LLC	
184. Second Ranking Deposit Account Control Agreement 18 July 2013	Rousselot Dubuque Inc.	

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185.	Second Ranking Deposit Account Control Agreement 18 July 2013	Rousselot Peabody Inc.
186.	Second Ranking Deposit Account Control Agreement 18 July 2013	Sonac USA LLC
187.	First Ranking Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing 28 February 2013	Rousselot Dubuque Inc.
188.	First Ranking Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing 28 February 2013	Rousselot Peabody Inc.
189.	First Ranking Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing 28 February 2013	Sonac USA LLC.
190.	Second Ranking Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing 28 February 2013	Rousselot Dubuque Inc.
191.	Second Ranking Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing 28 February 2013	Rousselot Peabody Inc.
192.	Second Ranking Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing 28 February 2013	Sonac USA LLC.

Schedule 2 Security Providers

Belgian Security Providers

1. Eco-Vion Belgium BVBA (formerly known as Eco-VION Belgium NV)
2. Rendac BVBA (formerly known as Rendac NV)
3. Rendac Transport BVBA (formerly known as Rendac Transport NV)
4. Rendac Udes Sprl (formerly known as Rendac Udes SA)
5. Rendac Udes Transport Sprl (formerly known as Rendac Udes Transport SA)
6. Rousselot BVBA (formerly known as Rousselot NV)
7. Sonac België BVBA (formerly known as Sonac België NV)
8. Sonac Gent BVBA (formerly known as Sonac Gent NV)
9. Sonac Transport BVBA (formerly known as Sonac Transport NV)
10. VION Farming België NV

Dutch Security Providers

11. Ballering Export B.V.
12. VION Food B.V. (formerly known as Best Share Finance B.V.)
13. B.V. Destructor Zeeland
14. Chemson B.V.
15. Combinatie Teijssen v.d. Hengel (CTH) B.V.
16. CTH Slachthuizen B.V.
17. CTH Vastgoed B.V.
18. De Groene Weg B.V.
19. Distifresh B.V.
20. Dumeco Lichtenvoorde B.V.
21. Ecoson B.V.
22. Encebe Vleeswaren B.V.
23. Nederlandse Darmenhandel Nevada B.V.
24. Oerlemans Foods B.V.
25. Oerlemans Foods International B.V.
26. Oerlemans Foods Nederland B.V.
27. Oerlemans Foods Waalwijk B.V.
28. Rendac B.V.
29. Rendac Son B.V.
30. Rousselot B.V.
31. Sobel 22 B.V.
32. Sobel Best N.V.
33. Sonac B.V.
34. Sonac Burgum B.V.
35. Sonac Eindhoven B.V.
36. Sonac Harlingen B.V.

37. Sonac Loenen B.V.
38. Sonac Vuren B.V.
39. SturkoMeat Group B.V.
40. Thermochem Beheer B.V.
41. VION Apeldoorn B.V.
42. VION Beuningen B.V.
43. VION Boxtel B.V.
44. VION Doetinchem B.V.
45. VION Druten B.V.
46. VION Enschede B.V.
47. VION Farming B.V.
48. VION Financial Services B.V.
49. VION Food International B.V.
50. VION Food Nederland (Holding) B.V.
51. VION Food Nederland B.V.
52. VION Groenlo B.V.
53. VION Head Office B.V.
54. VION Helmond B.V.
55. VION Holding N.V.
56. VION ICT Services B.V.
57. VION Ingredients International (Holding) B.V.
58. VION Ingredients Nederland (Holding) B.V.
59. VION International B.V.
60. VION Livestock B.V.
61. VION N.V.
62. VION Nederland B.V.
63. VION Retail Groenlo B.V.
64. VION Retail Nederland B.V.
65. VION Retail Schijndel B.V.
66. VION Rundvee B.V.
67. VION Rusland B.V.
68. VION Sales West B.V.
69. VION Scherpenzeel B.V.
70. VION Tilburg B.V.
71. Vleesindustrie Valkenswaard B.V.

French Security Providers

72. Rousselot Angoulême SAS
73. Rousselot Isle Sur La Sorgue SAS
74. Rousselot SAS

German Security Providers

75. Ahlener Fleischhandel GmbH
76. Atlas Handelsgesellschaft GmbH
77. Artland Convenience GmbH
78. A Moksel GmbH
79. Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung
80. BFU Beteiligungsgesellschaft für Food-Unternehmen mbH
81. CEMO-Fleisch GmbH
82. CTH GmbH
83. GUP Salomon GmbH
84. Ilmtal Fleischwaren GmbH Weimar-Thüringen
85. Laru GmbH
86. Lutz Fleischwaren GmbH
87. NBM Fleischhandel GmbH
88. Nevada Darm- und Schlachtnebenprodukte-Handels GmbH
89. NFZ Convenience Produkte GmbH
90. Otto Nocker GmbH
91. Rousselot GmbH
92. Salomon Food World GmbH
93. Salomon Hitburger GmbH
94. Sobel GmbH
95. Sobel Holding GmbH
96. Sonac Bad Bramstedt GmbH
97. Sonac Bramstedt North GmbH
98. Best Hides GmbH
99. Südfleisch Bad Neustadt GmbH
100. Südfleisch Bamberg GmbH
101. Südfleisch GmbH (formerly: SOT Süd Ost Trading GmbH)
102. Südfleisch Holding GmbH
103. Südfleisch Ingolstadt GmbH
104. Südfleisch Lauda GmbH
105. Südfleisch Traunstein GmbH
106. Südfleisch Waldkraiburg GmbH
107. Südfleisch Weiden GmbH
108. Südfrost Kuhlhausgesellschaft
109. Südost-Fleisch GmbH
110. VION 5Q GmbH
111. VION Anhalt GmbH
112. VION Anklam GmbH
113. VION Bad Bramstedt GmbH
114. VION Buchloe GmbH
115. VION Convenience Chemnitz GmbH
116. VION Convenience Filialen GmbH

- 117. VION Convenience Frischecenter GmbH
- 118. VION Convenience GmbH, Grossostheim
- 119. VION Convenience GmbH, Wunstorf
- 120. VION Convenience Hammelburg GmbH
- 121. VION Convenience Landsberg GmbH
- 122. VION Convenience Management GmbH
- 123. VION Crailsheim GmbH
- 124. VION EGN Südostbayern GmbH
- 125. VION Emstek GmbH
- 126. VION Fleischzentrum GmbH
- 127. VION Food Hamburg GmbH
- 128. VION Frankfurt GmbH
- 129. VION Fresh Meat North GmbH
- 130. VION Fresh Meat South GmbH
- 131. VION Frozen Retail GmbH
- 132. VION GmbH
- 133. VION Hilden GmbH
- 134. VION Holdorf TK GmbH
- 135. VION Import & Export GmbH
- 136. VION International GmbH
- 137. VION IT Services GmbH
- 138. VION Lausitz GmbH
- 139. VION Move GmbH
- 140. VION Participation Badbergen GmbH
- 141. VION Perleberg GmbH
- 142. VION Pfarrkirchen GmbH
- 143. VION Property Badbergen GmbH
- 144. VION Property Emstek GmbH
- 145. VION Property Wunstorf GmbH
- 146. VION Straubing GmbH
- 147. VION Trading GmbH
- 148. VION Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG
- 149. VION Vilshofen GmbH
- 150. VION Zeven AG
- 151. VION Zucht- und Nutztvieh GmbH
- 152. Weimarer Wurstwaren GmbH
- 153. Wurstworld GmbH

Luxembourg Security Providers

- 154. Sobel Luxembourg S.à r.l., having its registered office at 5, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg trade and companies register under number B86.511 and having a share capital of EUR58,000,000

- 155. VION Finance S.à r.l., having its registered office at 5, Boulevard Royal, L-2449 Luxembourg and registered with the Luxembourg trade and companies register under number B88.670 and having a share capital of EUR150,000
- 156. VION Luxembourg S.à r.l., having its registered office at 5, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg trade and companies register under number B93.636 and having a share capital of EUR1,250,000

UK Security Providers

- 157. Cymru Country Produce Limited
- 158. Favor Parker Limited
- 159. Global Ceramic Materials Limited
- 160. Sonac Hides & Skins (UK) Limited
- 161. Thorne Poultry Limited
- 162. VION Food Group Limited
- 163. VION Subco GCF Limited (formerly Grampian Country Feeds Limited)
- 164. VION Subco GCPB Limited (formerly Grampian Country Pork Buckie Limited)
- 165. VION Subco MFG Limited (formerly Marshall Food Group Limited)
- 166. VION Subco MD Limited (formerly McIntosh Donald Limited)
- 167. VION Food Scotland Limited
- 168. VION Subco ToC Limited (formerly Tranfield of Cumbria Limited)

US Security Providers

- 169. Rousselot Dubuque Inc.
- 170. Rousselot Peabody Inc.
- 171. Sonac USA LLC

Schedule 3 Pledged Companies

Belgian Pledged Companies

1. Eco-VION Belgium BVBA (formerly known as Eco-VION Belgium NV)
2. Rendac BVBA (formerly known as Rendac NV)
3. Rousselot BVBA (formerly known as Rousselot NV)

Dutch Pledged Companies

4. B.V. Destructor Zeeland
5. Chemson B.V.
6. Oerlemans Foods B.V.
7. Rendac B.V.
8. Rendac Son B.V.
9. Rendac Son II B.V.
10. Sobel Best N.V.
11. Sonac Burgum B.V.
12. Sonac Burgum II B.V.
13. Sonac Eindhoven B.V.
14. Sonac Eindhoven II B.V.
15. Thermochem Beheer B.V.
16. VION Financial Services B.V.
17. VION Food Nederland (Holding) B.V.
18. VION Food Nederland B.V.
19. VION Ingredients International (Holding) B.V.
20. VION Ingredients Nederland (Holding) B.V.
21. VION International B.V.
22. VION Nederland B.V.
23. VION Retail Groenlo B.V.
24. VION Retail Nederland B.V.
25. VION Scherpenzeel B.V.
26. VION Tilburg B.V.

German Pledged Companies

27. A. Moksel GmbH
28. BFU Beteiligungsgesellschaft für Food-Unternehmen mbH
29. NFZ Convenience Produkte GmbH
30. Südfleisch Holding GmbH
31. Südfleisch Waldkraiburg GmbH
32. Südfleisch GmbH (formerly: SOT Süd Ost Trading GmbH)
33. VION Crailsheim GmbH

- 34. VION Food Hamburg GmbH
- 35. VION Fresh Meat South GmbH
- 36. VION GmbH

UK Pledged Company

- 37. VION Food Group Limited

Schedule 4 Releasing Parties

Security Agent

1. The Royal Bank of Scotland Plc. (in its capacity as Security Agent)

Agents

2. The Royal Bank of Scotland Plc. (in its capacity as Senior Agent)
3. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Subordinated Agent)

Arrangers

4. ABN AMRO Bank N.V. (in its capacity as Senior Arranger)
5. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Senior Arranger)
6. DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main (in its capacity as Senior Arranger)
7. ING Bank N.V. (in its capacity as Senior Arranger)
8. The Royal Bank of Scotland N.V. (in its capacity as Senior Arranger)
9. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Subordinated Arranger)

Primary Creditors

Senior Creditors

10. ABN AMRO Bank N.V. (in its capacity as Senior Lender)
11. Banque LBLux S.A. (in its capacity as Senior Lender)
12. BNP Paribas Fortis S.A./NV, Netherlands branch (in its capacity as Senior Lender)
13. Commerzbank Aktiengesellschaft, Filiale Luxemburg (in its capacity as Senior Lender)
14. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Senior Lender)
15. DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main (in its capacity as Senior Lender)
16. HSH Nordbank AG (in its capacity as Senior Lender)
17. ING Bank N.V. (in its capacity as Senior Lender)
18. KBC Bank N.V. (in its capacity as Senior Lender)
19. Svenska Handelsbanken AB (publ) (in its capacity as Senior Lender)
20. The Royal Bank of Scotland Plc, Netherlands branch. (in its capacity as Senior Lender)
21. ABN AMRO Bank N.V. (in its capacity as Hedge Counterparty)

22. DZ Bank AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main (in its capacity as Hedge Counterparty)
23. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Hedge Counterparty)
24. HSH Nordbank AG (in its capacity as Hedge Counterparty)
25. ING Bank N.V. (in its capacity as Hedge Counterparty)
26. KBC Bank N.V. (in its capacity as Hedge Counterparty)
27. The Royal Bank of Scotland N.V. (in its capacity as Hedge Counterparty)
28. The Royal Bank of Scotland Plc. (in its capacity as Hedge Counterparty)

Bilateral Lenders

29. ABN AMRO Bank N.V. (in its capacity as Bilateral Lender)
30. BNP Paribas Fortis S.A./NV, Netherlands branch (in its capacity as Bilateral Lender)
31. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Bilateral Lender)
32. HSH Nordbank AG (in its capacity as Bilateral Lender)

Subordinated Lender

33. Coöperatieve Centrale Raiffeissen-Boerenleenbank B.A., trading as Rabobank International (in its capacity as Subordinated Lender)

Schedule 5 Debtors

Belgian Debtors

1. Eco-Vion Belgium BVBA (formerly known as Eco-VION Belgium NV)
2. Rendac BVBA (formerly known as Rendac NV)
3. Rendac Transport BVBA (formerly known as Rendac Transport NV)
4. Rendac Udes Sprl (formerly known as Rendac Udes SA)
5. Rendac Udes Transport Sprl (formerly known as Rendac Udes Transport SA)
6. Rousselot BVBA (formerly known as Rousselot NV)
7. Sonac België BVBA (formerly known as Sonac België NV)
8. Sonac Gent BVBA (formerly known as Sonac Gent NV)
9. Sonac Transport BVBA (formerly known as Sonac Transport NV)
10. VION Farming België NV

Brazilian Debtors

11. Rousselot Gelatinas do Brasil Ltda.

Dutch Debtors

12. Ballering Export B.V.
13. VION Food B.V. (formerly known as Best Share Finance B.V.)
14. B.V. Destructor Zeeland
15. Chemson B.V.
16. Combinatie Teijssen v.d. Hengel (CTH) B.V.
17. CTH Slachthuizen B.V.
18. CTH Vastgoed B.V.
19. De Groene Weg B.V.
20. Distifresh B.V.
21. Dumeco Lichtenvoorde B.V.
22. Ecoson B.V.
23. Encebe Vleeswaren B.V.
24. Nederlandse Darmenhandel Nevada B.V.
25. Oerlemans Foods B.V.
26. Oerlemans Foods International B.V.
27. Oerlemans Foods Nederland B.V.
28. Oerlemans Foods Waalwijk B.V.
29. Rendac B.V.
30. Rendac Son B.V.
31. Rousselot B.V.
32. Sobel 22 B.V.
33. Sobel Best N.V.

34. Sonac B.V.
35. Sonac Burgum B.V.
36. Sonac Eindhoven B.V.
37. Sonac Harlingen B.V.
38. Sonac Loenen B.V.
39. Sonac Vuren B.V.
40. SturkoMeat Group B.V.
41. Thermochem Beheer B.V.
42. VION Apeldoorn B.V.
43. VION Beuningen B.V.
44. VION Boxtel B.V.
45. VION Doetinchem B.V.
46. VION Druten B.V.
47. VION Enschede B.V.
48. VION Farming B.V.
49. VION Financial Services B.V.
50. VION Food International B.V.
51. VION Food Nederland (Holding) B.V.
52. VION Food Nederland B.V.
53. VION Groenlo B.V.
54. VION Head Office B.V.
55. VION Helmond B.V.
56. VION Holding N.V.
57. VION ICT Services B.V.
58. VION Ingredients International (Holding) B.V.
59. VION Ingredients Nederland (Holding) B.V.
60. VION International B.V.
61. VION Livestock B.V.
62. VION N.V.
63. VION Nederland B.V.
64. VION Retail Groenlo B.V.
65. VION Retail Nederland B.V.
66. VION Retail Schijndel B.V.
67. VION Rundvee B.V.
68. VION Rusland B.V.
69. VION Sales West B.V.
70. VION Scherpenzeel B.V.
71. VION Tilburg B.V.
72. Vleesindustrie Valkenswaard B.V.

French Debtors

73. Rousselot Angoulême SAS

- 74. Rousselot Isle Sur La Sorgue SAS
- 75. Rousselot SAS

German Debtors

- 76. Ahlener Fleischhandel GmbH
- 77. Atlas Handelsgesellschaft GmbH
- 78. Artland Convenience GmbH
- 79. A Moksel GmbH
- 80. Beteiligungsgesellschaft Bonn Fleisch mit beschränkter Haftung
- 81. BFU Beteiligungsgesellschaft für Food-Unternehmen mbH
- 82. CEMO-Fleisch GmbH
- 83. CTH GmbH
- 84. GUP Salomon GmbH
- 85. Ilmtal Fleischwaren GmbH Weimar-Thüringen
- 86. Kanzler GmbH
- 87. Laru GmbH
- 88. Lutz Fleischwaren GmbH
- 89. MD Entsorgungsgesellschaft für Schlachtnebenprodukte
- 90. NBM Fleischhandel GmbH
- 91. Nevada Darm- und Schlachtnebenprodukte-Handels GmbH
- 92. NFZ Convenience Produkte GmbH
- 93. Otto Nocker GmbH
- 94. Rendac Icker GmbH&Co.KG
- 95. Rendac Jagel GmbH
- 96. Rendac Rotenburg GmbH
- 97. Rousselot GmbH
- 98. Salomon Food World GmbH
- 99. Salomon Hitburger GmbH
- 100. Sanrec GmbH
- 101. SNP Handels- und Beteiligungsgesellschaft
- 102. Sobel GmbH
- 103. Sobel Holding GmbH
- 104. Sonac Bad Bramstedt GmbH
- 105. Sonac Bramstedt North GmbH
- 106. Sonac Brünen GmbH
- 107. Sonac Elsholz GmbH
- 108. Sonac Erolzheim GmbH
- 109. Sonac Gelsenkirchen GmbH
- 110. Best Hides GmbH
- 111. Sonac Kiel GmbH
- 112. Sonac Lingen GmbH
- 113. Sonac Versmold GmbH

114. Südfleisch Bad Neustadt GmbH
115. Südfleisch Bamberg GmbH
116. Südfleisch GmbH (formerly: SOT Süd Ost Trading GmbH)
117. Südfleisch Holding GmbH
118. Südfleisch Ingolstadt GmbH
119. Südfleisch Lauda GmbH
120. Südfleisch Traunstein GmbH
121. Südfleisch Waldkraiburg GmbH
122. Südfleisch Weiden GmbH
123. Südfrost Kuhlhausgesellschaft
124. Südost-Fleisch GmbH
125. VION 5Q GmbH
126. VION Anhalt GmbH
127. VION Anklam GmbH
128. VION Bad Bramstedt GmbH
129. VION Buchloe GmbH
130. VION Convenience Chemnitz GmbH
131. VION Convenience Filialen GmbH
132. VION Convenience Frischecenter GmbH
133. VION Convenience GmbH, Grossostheim
134. VION Convenience GmbH, Wunstorf
135. VION Convenience Hammelburg GmbH
136. VION Convenience Landsberg GmbH
137. VION Convenience Management GmbH
138. VION Crailsheim GmbH
139. VION EGN Südostbayern GmbH
140. VION Emstek GmbH
141. VION Fleischzentrum GmbH
142. VION Food Hamburg GmbH
143. VION Frankfurt GmbH
144. VION Fresh Meat North GmbH
145. VION Fresh Meat South GmbH
146. VION Frozen Retail GmbH
147. VION GmbH
148. VION Hilden GmbH
149. VION Holdorf TK GmbH
150. VION Import & Export GmbH
151. VION International GmbH
152. VION IT Services GmbH
153. VION Lausitz GmbH
154. VION Move GmbH
155. VION Participation Badbergen GmbH
156. VION Perleberg GmbH

- 157. VION Pfarrkirchen GmbH
- 158. VION Property Badbergen GmbH
- 159. VION Property Emstek GmbH
- 160. VION Property Wunstorff GmbH
- 161. VION Straubing GmbH
- 162. VION Trading GmbH
- 163. VION Veredelungs- und Vermarktungsgesellschaft mbH & Co. KG
- 164. VION Vilshofen GmbH
- 165. VION Zeven AG
- 166. VION Zucht- und Nutztvieh GmbH
- 167. Weimarer Wurstwaren GmbH
- 168. Wurstworld GmbH

Luxembourg Debtors

- 169. Sobel Luxembourg S.à r.l., having its registered office at 5, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg trade and companies register under number B86.511 and having a share capital of EUR58,000,000
- 170. VION Finance S.à r.l., having its registered office at 5, Boulevard Royal, L-2449 Luxembourg and registered with the Luxembourg trade and companies register under number B88.670 and having a share capital of EUR150,000
- 171. VION Luxembourg S.à r.l., having its registered office at 5, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg trade and companies register under number B93.636 and having a share capital of EUR1,250,000

Polish Debtors

- 172. Oerlemans Foods Polska sp. Z o.o.
- 173. Oerlemans Foods Siemiatycze sp. Z o.o.
- 174. Sonac Uśnice sp. Z o.o.

UK Debtors

- 175. Bain 3 Limited
- 176. Cymru Country Produce Limited
- 177. Cymru Country Feeds Limited
- 178. Favor Parker Limited
- 179. Global Ceramic Materials Limited
- 180. Sonac Hides & Skins (UK) Limited
- 181. Thorne Poultry Limited
- 182. VION Food Group Limited
- 183. VION Subco GCF Limited (formerly Grampian Country Feeds Limited)
- 184. VION Subco GCPB Limited (formerly Grampian Country Pork Buckie Limited)

- 185. VION Subco MFG Limited (formerly Marshall Food Group Limited)
- 186. VION Subco MD Limited (formerly McIntosh Donald Limited)
- 187. VION Food Scotland Limited
- 188. VION Subco ToC Limited (formerly Tranfield of Cumbria Limited)
- 189. VION Subco JJT Limited (formerly J&J Tranfield Limited)

US Debtors

- 190. Rousselot Dubuque Inc.
- 191. Rousselot Peabody Inc.
- 192. Sonac USA LLC

- 185. VION Food Scotland Limited
- 186. VION Subco ToC Limited (formerly Tranfield of Cumbria Limited)

US Debtors

- 187. Rousselot Dubuque Inc.
- 188. Rousselot Peabody Inc.
- 189. Sonac USA LLC

Schedule 6 Form of notification

To: [●] (debtor)

[Place and date]

Dear Sirs/Madams,

[Pledge][Mortgage] of [relevant assets]

We hereby notify you that the *[pledge][mortgage]* created by *[relevant Debtor]* as *[pledgor][mortgagor]* in favour of the Security Agent as *[pledgee][mortgagee]* on *[relevant assets]* has been unconditionally and irrevocably released. Accordingly, we confirm that you have no further obligations to the Security Agent in its capacity as *[pledgee][mortgagee]* *[[Include if the relevant assets are receivables]* and that any obligation to make payments in respect of those receivables to the Security Agent has ceased.]

[Security Provider]

Name:

Title:

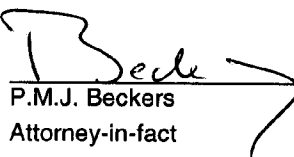
Schedule 7 Form of Release Declaration

Freigabeerklärung	Form of Release Declaration
<p>[Security Agent] [insert address Tel: Fax:]</p> <p>[Name and address of Account Bank] [Date]</p>	
<p>Freigabeerklärung des Kontos der []</p>	<p>Release notice in relation to the account of []</p>
<p>Konto Nr. []</p>	<p>Account No. []</p>
<p>Sehr geehrte Damen und Herren, mit Datum vom [] hatte die [] an uns sowie weitere Pfandnehmer das oben genannte Konto verpfändet. Wir bestätigen hiermit, dass wir sowie die weiteren Pfandnehmer die Pfandrechte mit Wirkung vom [] freigegeben haben. Mit freundlichen Grüßen,</p>	<p>Dear Sir or Madam, as of [date] [company] has pledged the above mentioned account in favour of us and the further pledgees. We hereby confirm that we and the further pledgees have released the pledges with effect from []. Kind regards,</p>
<p>[Security Agent] _____</p>	

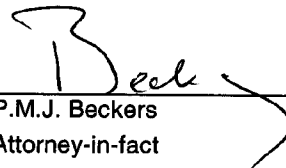
THIS RELEASE HAS BEEN SIGNED AND DELIVERED AS A DEED ON THE DATE STATED AT THE BEGINNING OF THIS RELEASE BY:

DEBTORS (TO THE EXTENT APPLICABLE, ALSO ACTING IN THEIR CAPACITY AS SECURITY PROVIDERS AND/OR GUARANTOR AND/OR PLEDGED COMPANIES):

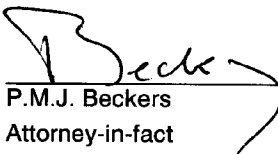
Eco-VION Belgium BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact

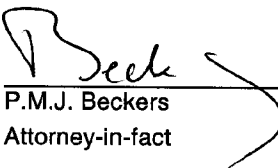
Rendac BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact

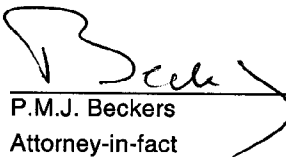
Rendac Transport BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact

Rendac Udes Sprl

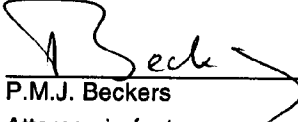

Name: P.M.J. Beckers
Title: Attorney-in-fact

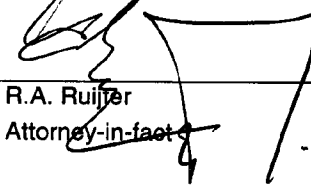
Rendac Udes Transport Sprl


Name: P.M.J. Beckers
Title: Attorney-in-fact

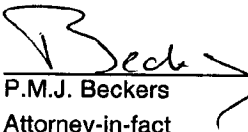
Rousselot BVBA

EXECUTED as a deed by P.M.J. Beckers, pursuant
to a power of attorney, in the presence of R.A.
Ruijter:

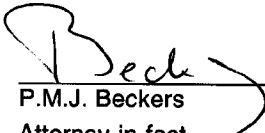

Name: P.M.J. Beckers
Title: Attorney-in-fact


R.A. Ruijter
Attorney-in-fact

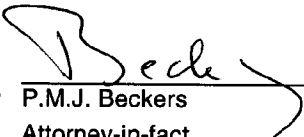
Sonac België BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact

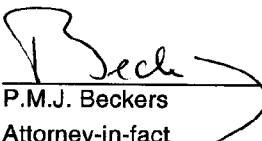
Sonac Gent BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact


Sonac Transport BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Farming België BVBA


Name: P.M.J. Beckers
Title: Attorney-in-fact


Rousselot Gelatinas do Brasil Ltda


Name: P.M.J. Beckers
Title: Attorney-in-fact

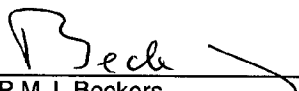
Balling Export B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

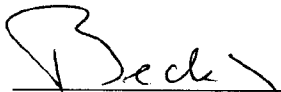
VION Food B.V. (formerly known as Best Share Finance B.V.)


Name: P.M.J. Beckers
Title: Attorney-in-fact

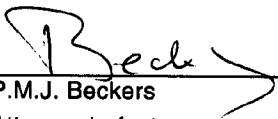
B.V. Destructor Zeeland B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

Chemson B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

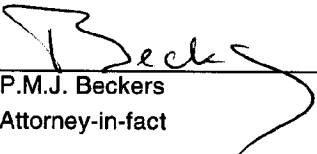
Combinatie Teijssen v.d. Hengel (CTH) B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact


CTH Slachthuizen B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

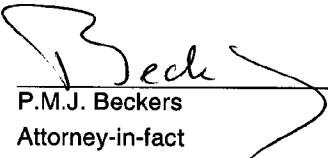
CTH Vastgoed B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

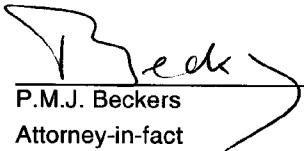
De Groene Weg B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

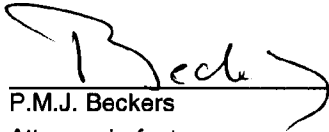
Distifresh B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

Dumeco Lichtenvoorde B.V.

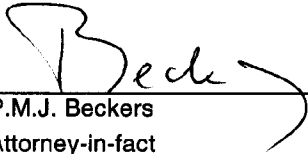

Name: P.M.J. Beckers
Title: Attorney-in-fact

Ecoson B.V.



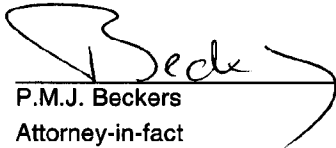
Name: P.M.J. Beckers
Title: Attorney-in-fact

Encebe Vleeswaren B.V.



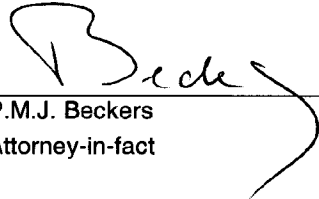
Name: P.M.J. Beckers
Title: Attorney-in-fact

Nederlandse Darmenhandel Nevada B.V.



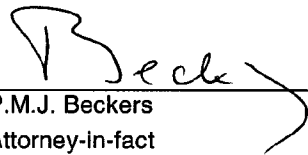
Name: P.M.J. Beckers
Title: Attorney-in-fact

Oerlemans Foods B.V.



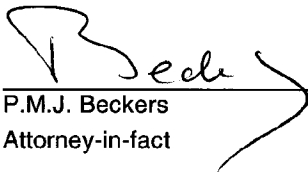
Name: P.M.J. Beckers
Title: Attorney-in-fact

Oerlemans Foods International B.V.



Name: P.M.J. Beckers
Title: Attorney-in-fact

Oerlemans Foods Nederland B.V.



Name: P.M.J. Beckers
Title: Attorney-in-fact

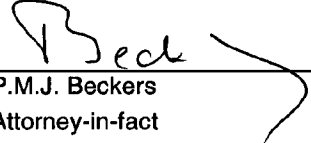
Oerlemans Foods Waalwijk B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

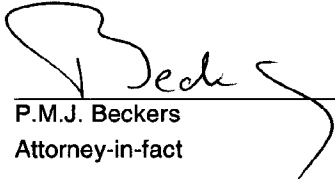
Rendac B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

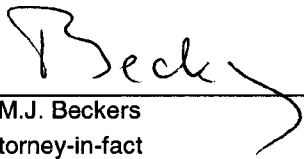
Rendac Son B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

Rousselot B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

Sobel 22 B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

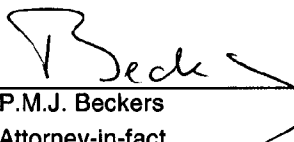
Sobel Best N.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

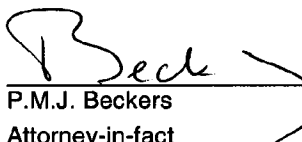
Sonac B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

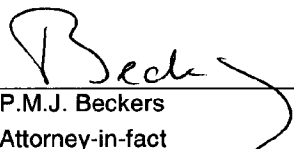
Sonac Burgum B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

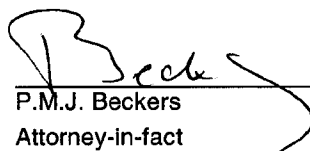
Sonac Eindhoven B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

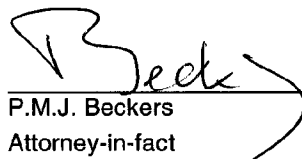
Sonac Harlingen B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

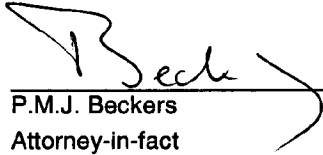
Sonac Loenen B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

Sonac Vuren B.V.

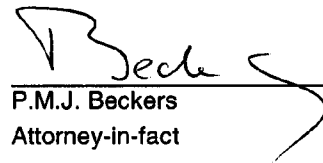

Name: P.M.J. Beckers
Title: Attorney-in-fact

SturkoMeat Group B.V.



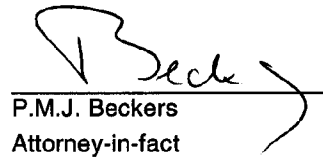
Name: P.M.J. Beckers
Title: Attorney-in-fact

Thermochem Beheer B.V.



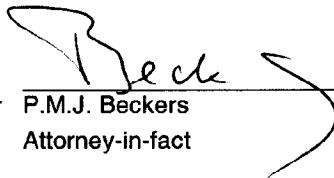
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Apeldoorn B.V.



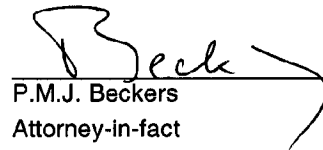
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Beuningen B.V.



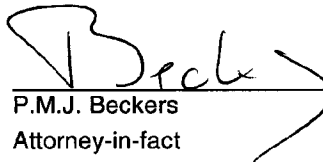
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Boxtel B.V.



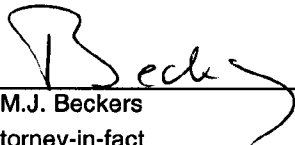
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Doetinchem B.V.

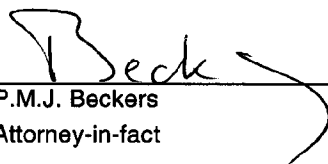


Name: P.M.J. Beckers
Title: Attorney-in-fact

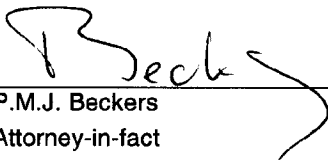
VION Druten B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Enschede B.V.

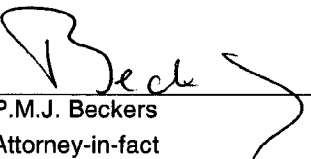

Name: P.M.J. Beckers
Title: Attorney-in-fact

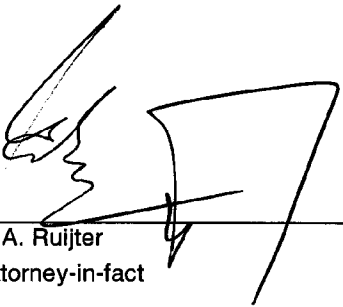
VION Farming B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

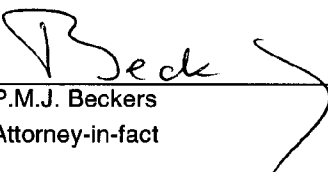
VION Financial Services B.V.

EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of R.A. Ruijter:


Name: P.M.J. Beckers
Title: Attorney-in-fact


R.A. Ruijter
Attorney-in-fact

VION Food International B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

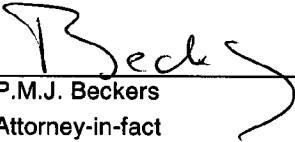
VION Food Nederland (Holding) B.V.



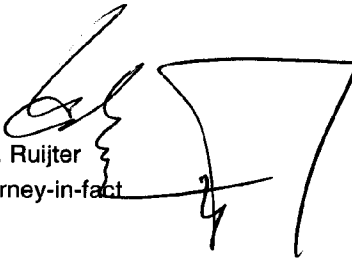
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Food Nederland B.V.

EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of R.A. Ruijter:



Name: P.M.J. Beckers
Title: Attorney-in-fact



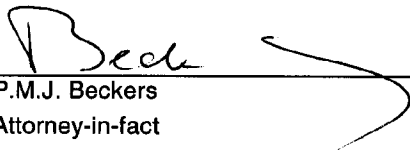
R.A. Ruijter
Attorney-in-fact

VION Groenlo B.V.



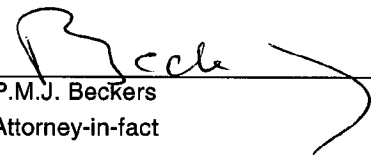
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Head Office B.V.



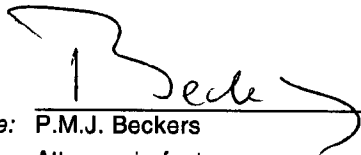
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Helmond B.V.

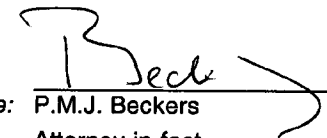


Name: P.M.J. Beckers
Title: Attorney-in-fact

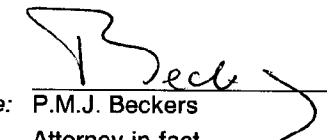
VION Holding N.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact


VION ICT Services B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

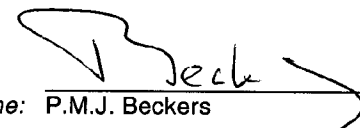
VION Ingredients International (Holding) B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

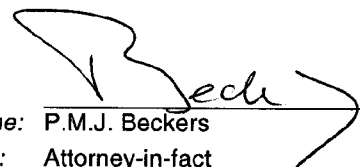
VION Ingredients International (Nederland) B.V.


Name: P.M.J. Beckers
Title: Attorney-in-fact

VION International B.V.

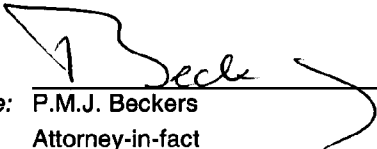
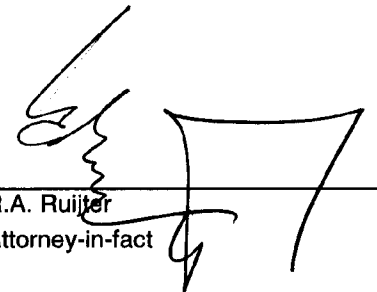

Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Livestock B.V.

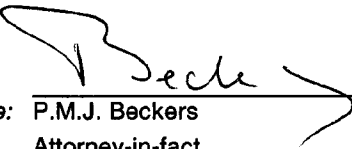

Name: P.M.J. Beckers
Title: Attorney-in-fact

VION N.V.

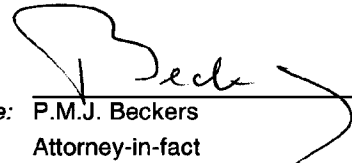
EXECUTED as a deed by P.M.J. Beckers, pursuant
to a power of attorney, in the presence of R.A.
Ruijter:

	
<i>Name:</i> P.M.J. Beckers	R.A. Ruijter
<i>Title:</i> Attorney-in-fact	Attorney-in-fact

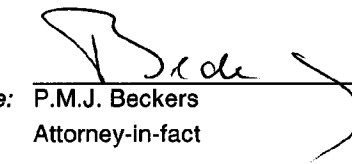
VION Nederland B.V.


<i>Name:</i> P.M.J. Beckers
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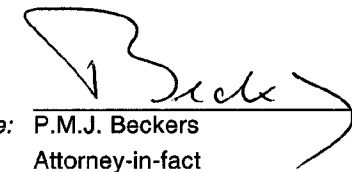
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<i>Name:</i> P.M.J. Beckers
<i>Title:</i> Attorney-in-fact

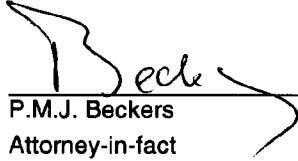
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<i>Name:</i> P.M.J. Beckers
<i>Title:</i> Attorney-in-fact

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<i>Name:</i> P.M.J. Beckers
<i>Title:</i> Attorney-in-fact

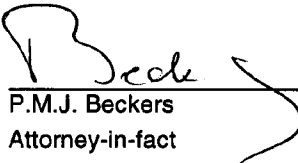
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Name: P.M.J. Beckers

Title: Attorney-in-fact

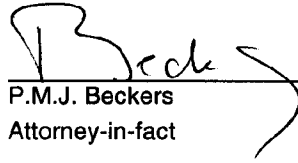
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Name: P.M.J. Beckers

Title: Attorney-in-fact

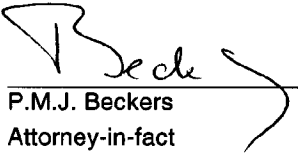
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Name: P.M.J. Beckers

Title: Attorney-in-fact

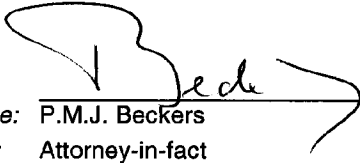
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Name: P.M.J. Beckers

Title: Attorney-in-fact

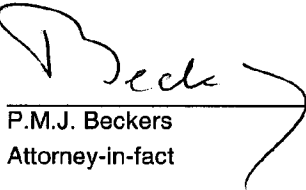
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Name: P.M.J. Beckers

Title: Attorney-in-fact

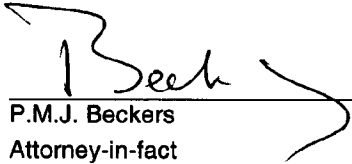
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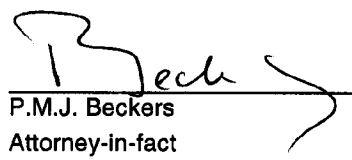
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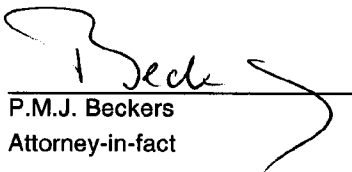
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Name: P.M.J. Beckers
Title: Attorney-in-fact

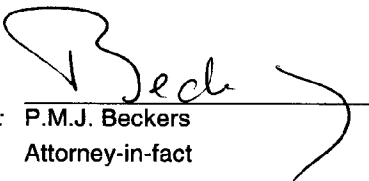
Rousselot Isle Sur la Sorgue SAS


Name: P.M.J. Beckers
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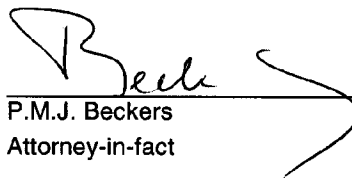
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Name: P.M.J. Beckers
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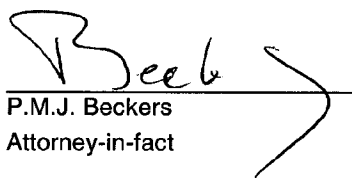
Ahlener Fleischhandel GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

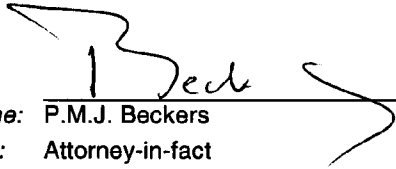
Atlas Handelsgesellschaft GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

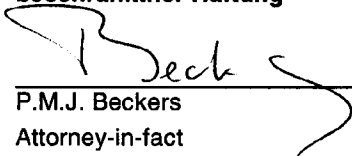
Artland Convenience GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

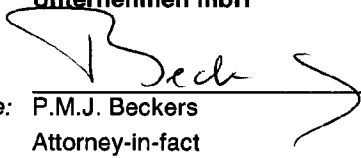
A. Moksel GmbH


Name: P.M.J. Beckers
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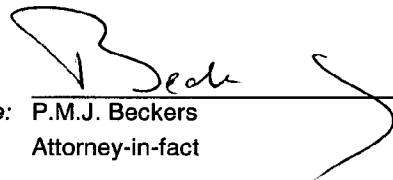
**Beteiligungsgesellschaft Bonn Fleisch mit
beschränkter Haftung**


Name: P.M.J. Beckers
Title: Attorney-in-fact

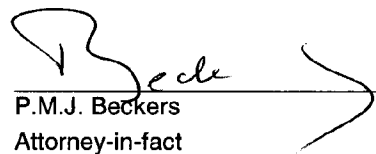
**BFU Beteiligungsgesellschaft für Food-
Unternehmen mbH**


Name: P.M.J. Beckers
Title: Attorney-in-fact

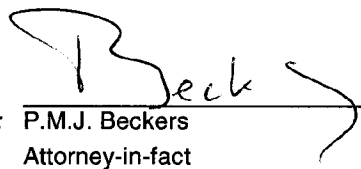
CEMO-Fleisch GmbH


Name: P.M.J. Beckers
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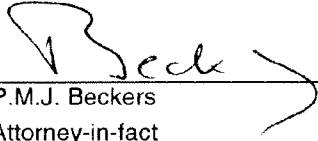
CTH GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

GUP Salomon GmbH

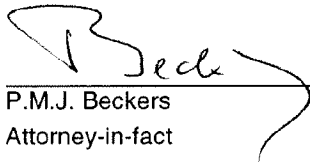

Name: P.M.J. Beckers
Title: Attorney-in-fact

Iltal Fleischwaren GmbH Weimar-Thuringen



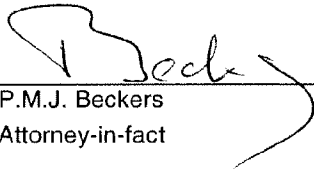
Name: P.M.J. Beckers
Title: Attorney-in-fact

Kanzler GmbH



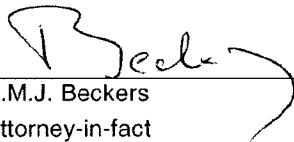
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LARU GmbH



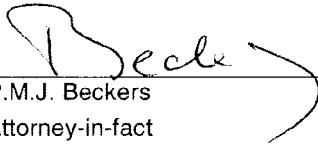
Name: P.M.J. Beckers
Title: Attorney-in-fact

Lutz Fleischwaren GmbH



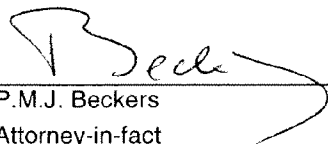
Name: P.M.J. Beckers
Title: Attorney-in-fact

**MD Entsorgungsgesellschaft für
Slachtnebenprodukte**



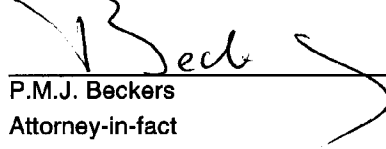
Name: P.M.J. Beckers
Title: Attorney-in-fact

NBM Fleischhandel GmbH



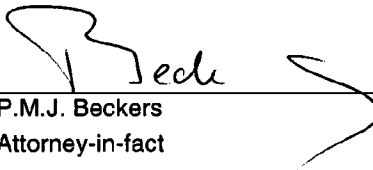
Name: P.M.J. Beckers
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**Nevada Darm- und Schlachtnebenprodukte-Handels
GmbH**



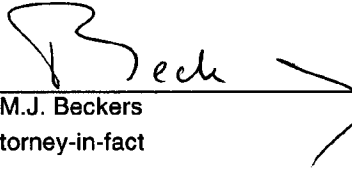
Name: P.M.J. Beckers
Title: Attorney-in-fact

NFZ Convenience Produkte GmbH



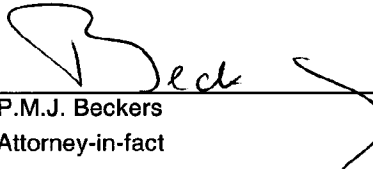
Name: P.M.J. Beckers
Title: Attorney-in-fact

Otto Nocker GmbH



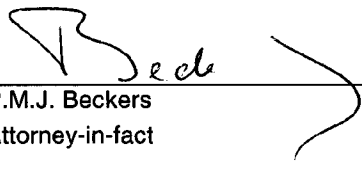
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Title: Attorney-in-fact

Rendac Icker GmbH&Co.KG



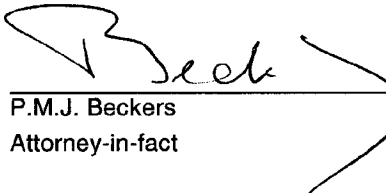
Name: P.M.J. Beckers
Title: Attorney-in-fact

Rendac Jagel GmbH



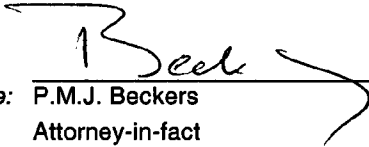
Name: P.M.J. Beckers
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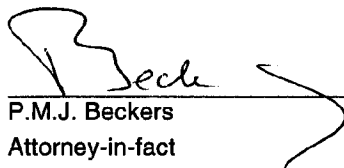


Name: P.M.J. Beckers
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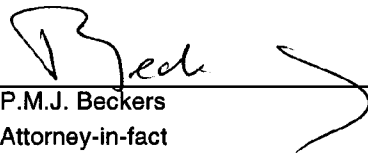
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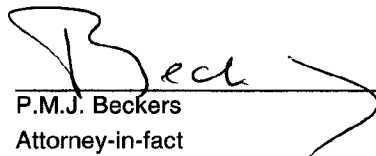
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Name: P.M.J. Beckers
Title: Attorney-in-fact

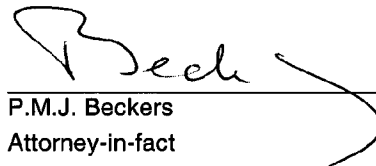
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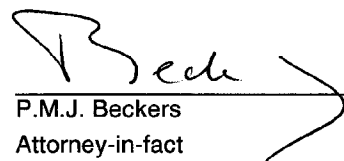
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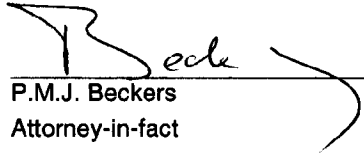
SNP Handels- und Beteiligungsgesellschaft


Name: P.M.J. Beckers
Title: Attorney-in-fact

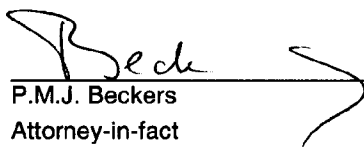
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Name: P.M.J. Beckers
Title: Attorney-in-fact

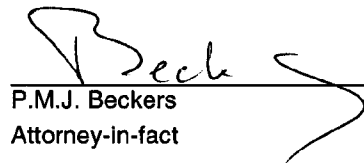
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Name: P.M.J. Beckers
Title: Attorney-in-fact

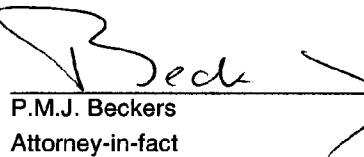
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Name: P.M.J. Beckers
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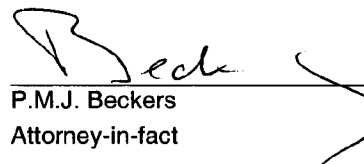
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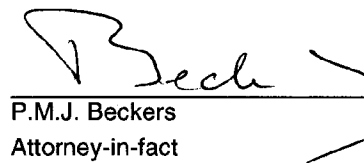
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Name: P.M.J. Beckers
Title: Attorney-in-fact

Sonac Elsholz GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

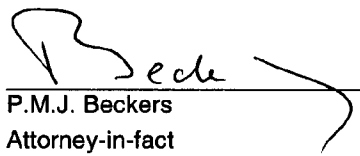
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Name: P.M.J. Beckers
Title: Attorney-in-fact

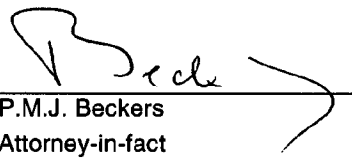
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Name: P.M.J. Beckers
Title: Attorney-in-fact

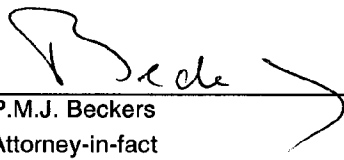
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Name: P.M.J. Beckers
Title: Attorney-in-fact

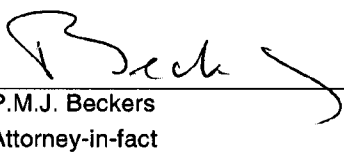
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Name: P.M.J. Beckers
Title: Attorney-in-fact

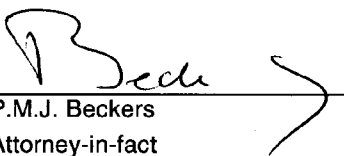
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Name: P.M.J. Beckers
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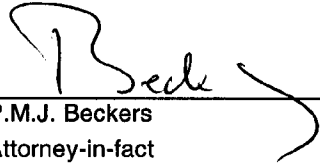
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Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Bad Neustadt GmbH

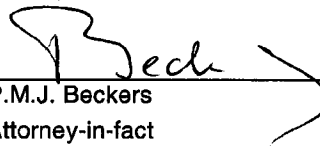

Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Bamberg GmbH



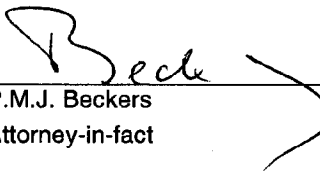
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch GmbH (formerly: SOT Süd Ost Trading GmbH)



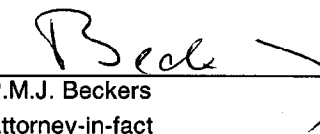
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Holding GmbH



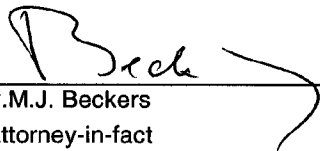
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Ingolstadt GmbH



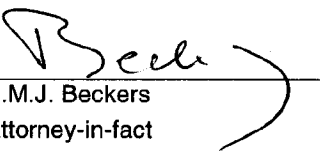
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Lauda GmbH



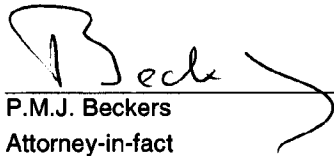
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Traunstein GmbH



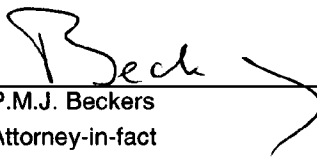
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Title: Attorney-in-fact

Südfleisch Waldkraiburg GmbH



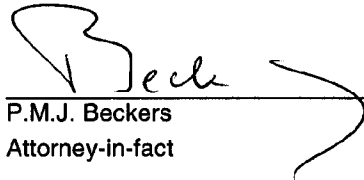
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfleisch Weiden GmbH



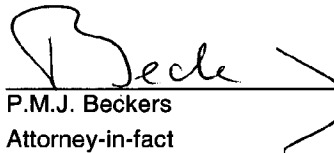
Name: P.M.J. Beckers
Title: Attorney-in-fact

Südfrost Kuhlhausgesellschaft




Name: P.M.J. Beckers
Title: Attorney-in-fact

Südost-Fleisch GmbH



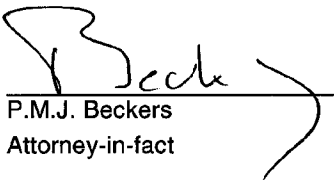
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Title: Attorney-in-fact

VION 5Q GmbH



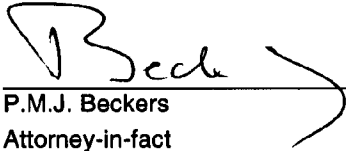
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Anhalt GmbH



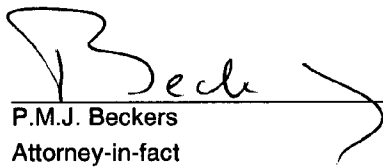
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Title: Attorney-in-fact

VION Anklam GmbH



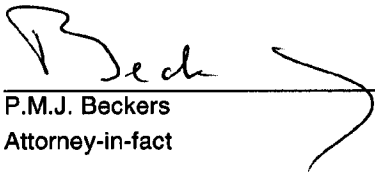
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Title: Attorney-in-fact

VION Bad Bramstedt GmbH



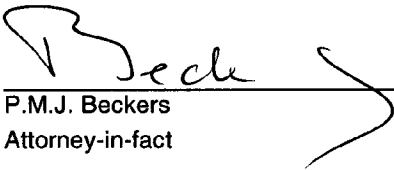
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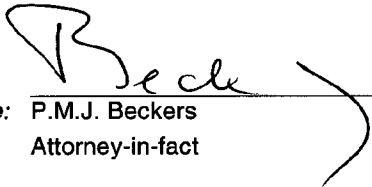
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Convenience Chemnitz GmbH



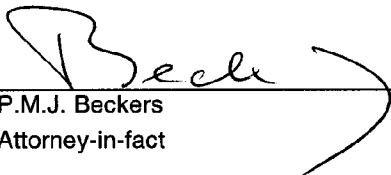
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Convenience Filialen GmbH



Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Convenience Frischecenter GmbH

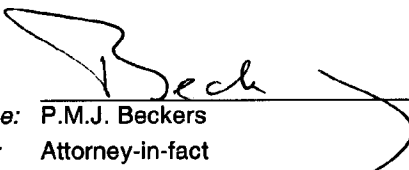


Name: P.M.J. Beckers
Title: Attorney-in-fact

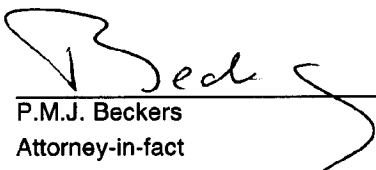
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Name: P.M.J. Beckers
Title: Attorney-in-fact

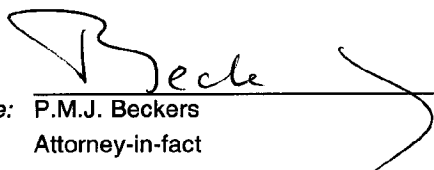
VION Convenience GmbH, Wunstorf


Name: P.M.J. Beckers
Title: Attorney-in-fact

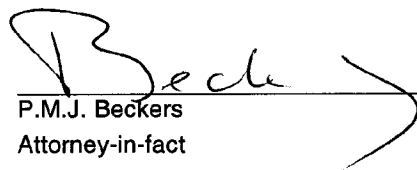
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Name: P.M.J. Beckers
Title: Attorney-in-fact

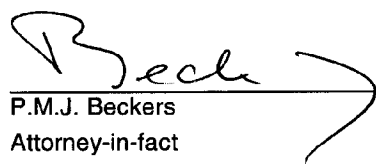
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Name: P.M.J. Beckers
Title: Attorney-in-fact

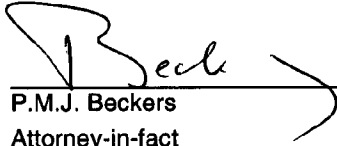
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Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Crailsheim GmbH

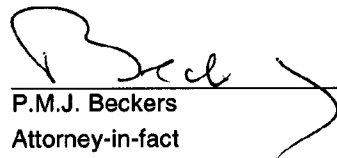

Name: P.M.J. Beckers
Title: Attorney-in-fact

VION EGN Südostbayern GmbH



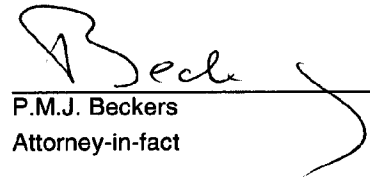
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Emstek GmbH



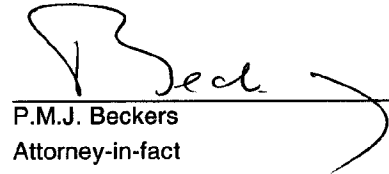
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Fleischzentrum GmbH



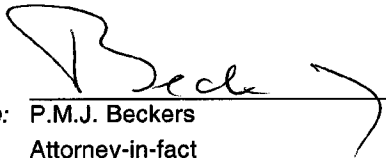
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Food Hamburg GmbH



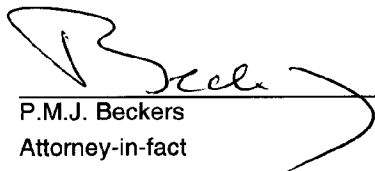
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Frankfurt GmbH



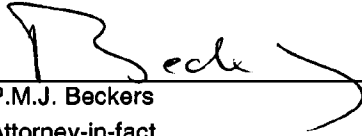
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Fresh Meat North GmbH



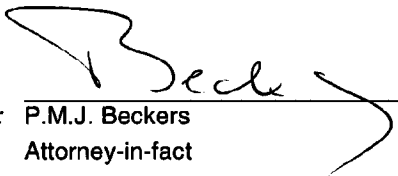
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Fresh Meat South GmbH



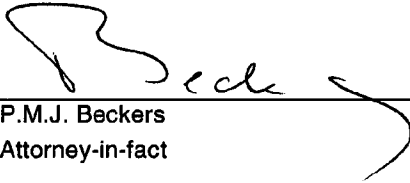
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Frozen Retail GmbH



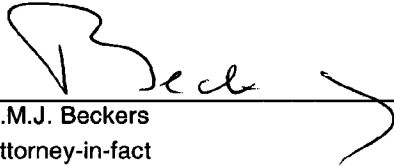
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION GmbH



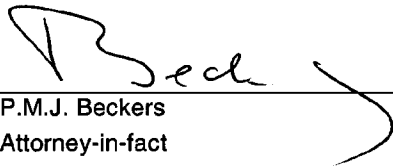
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Hilden GmbH



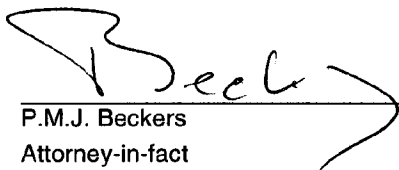
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Holdorf TK GmbH



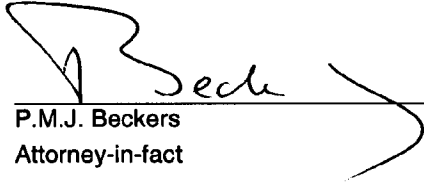
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Import & Export GmbH



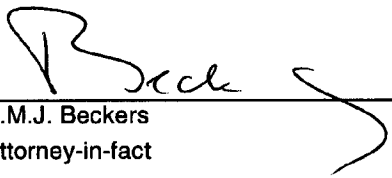
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION International GmbH



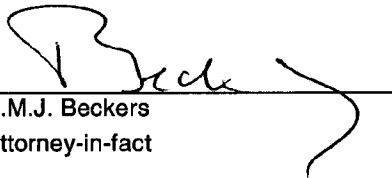
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION IT Services GmbH



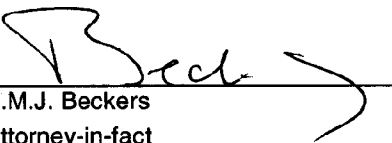
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Lausitz GmbH



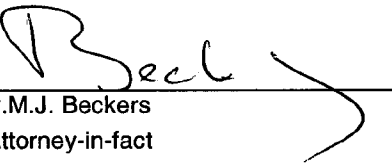
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Move GmbH



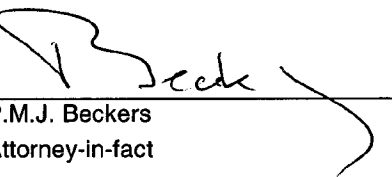
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Participation Badbergen GmbH



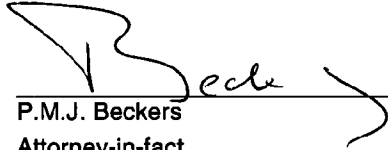
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Perleberg GmbH

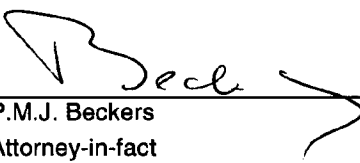


Name: P.M.J. Beckers
Title: Attorney-in-fact

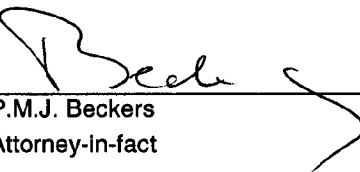
VION Pfarrkirchen GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

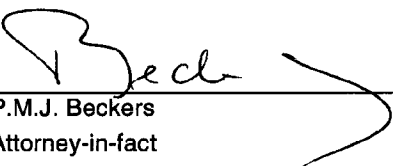
VION Property Badbergen GmbH


Name: P.M.J. Beckers
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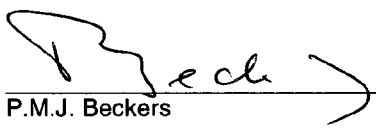
VION Property Emstek GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

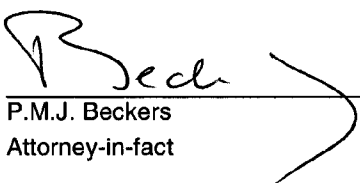
VION Property Wunstorf GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

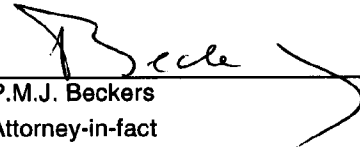
VION Straubing GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact


VION Trading GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

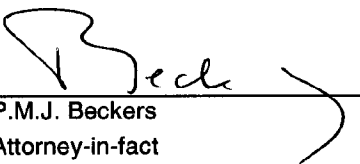
**VION Veredelungs- und
Vermarktungsgesellschaft mbh & Co.KG**


Name: P.M.J. Beckers
Title: Attorney-in-fact

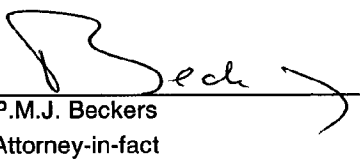
VION Vilshofen GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

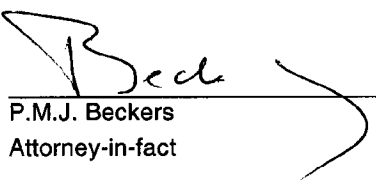
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Name: P.M.J. Beckers
Title: Attorney-in-fact

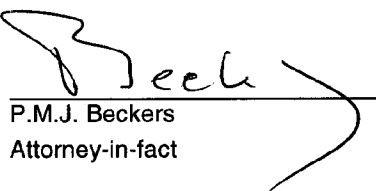
VION Zucht- und Nutzvieh GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

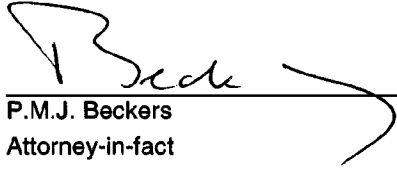
Weimarer Wurstwaren GmbH


Name: P.M.J. Beckers
Title: Attorney-in-fact

Wurstworld GmbH

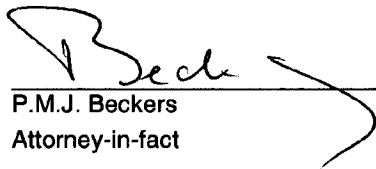

Name: P.M.J. Beckers
Title: Attorney-in-fact

Sobel Luxembourg S.à.r.l.



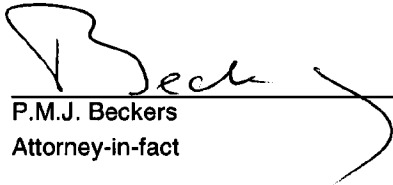
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VION Finance S.à.r.l.



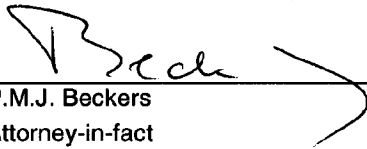
Name: P.M.J. Beckers
Title: Attorney-in-fact

VION Luxembourg S.à.r.l.



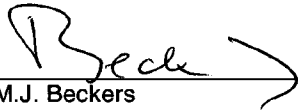
Name: P.M.J. Beckers
Title: Attorney-in-fact

Oerlemans Foods Polska sp. Z o.o.



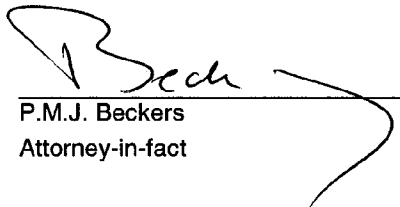
Name: P.M.J. Beckers
Title: Attorney-in-fact

Oerlemans Foods Siemiatycze sp. Z o.o.



Name: P.M.J. Beckers
Title: Attorney-in-fact

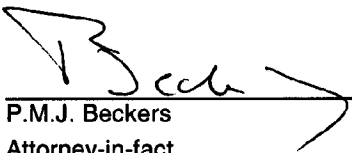
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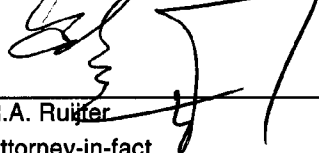


Name: P.M.J. Beckers
Title: Attorney-in-fact

Cymru Country Feeds Limited

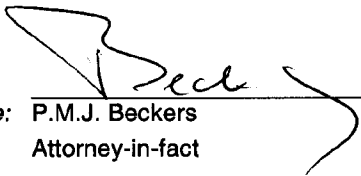
EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of R.A. Ruijter:

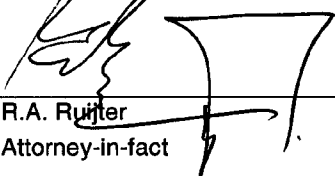

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

Favor Parker Limited

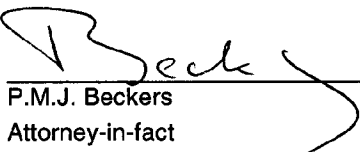
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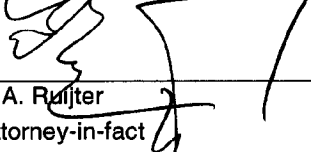

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

Global Ceramic Materials Limited

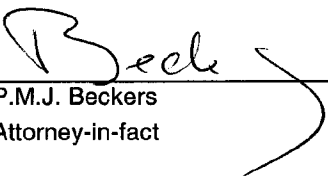
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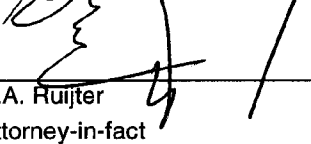

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

Sonac Hides & Skins (UK) Limited

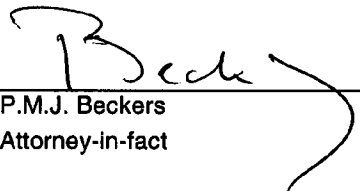
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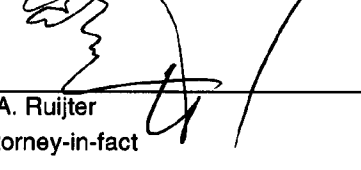

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

Thorne Poultry Limited

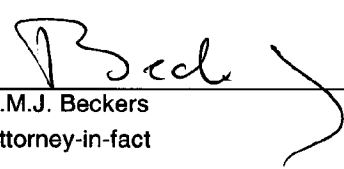
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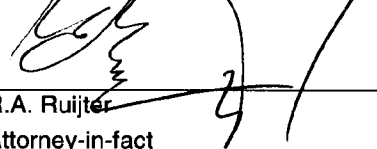

Name: P.M.J. Beckers
Title: Attorney-in-fact


R.A. Ruijter
Attorney-in-fact

VION Food Group Limited

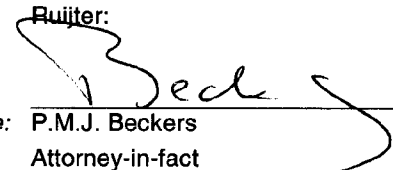
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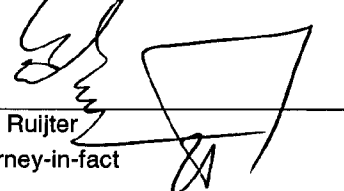

Name: P.M.J. Beckers
Title: Attorney-in-fact


R.A. Ruijter
Attorney-in-fact

VION Subco GCF Limited (formerly Grampian Country Feeds Limited)

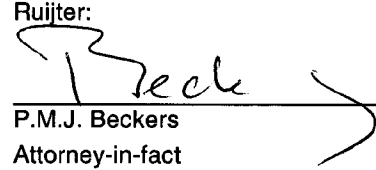
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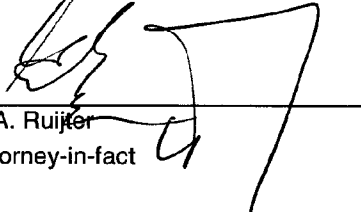

Name: P.M.J. Beckers
Title: Attorney-in-fact


R.A. Ruijter
Attorney-in-fact

VION Subco GCPB Limited (formerly Grampian Country Pork Buckie Limited)

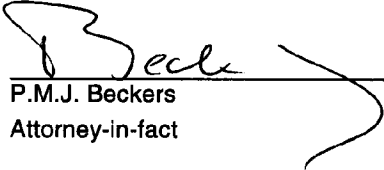
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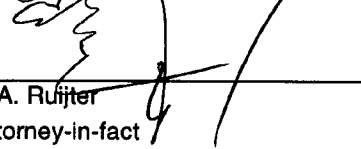

Name: P.M.J. Beckers
Title: Attorney-in-fact


R.A. Ruijter
Attorney-in-fact

VION Subco MFG Limited (formerly Marshall Food Group Limited)

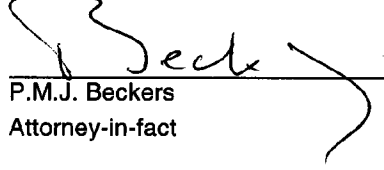
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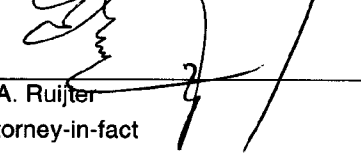

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

VION Subco MD Limited (formerly McIntosh Donald Limited)

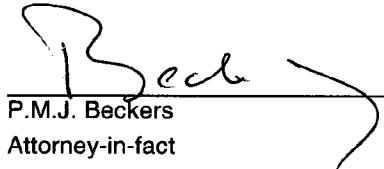
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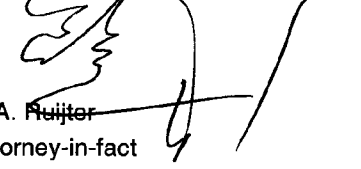

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

VION Food Scotland Limited

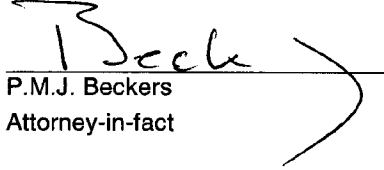
EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of R.A. Ruijter:

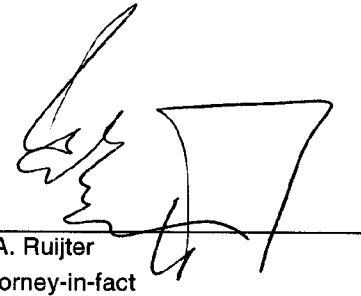

Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

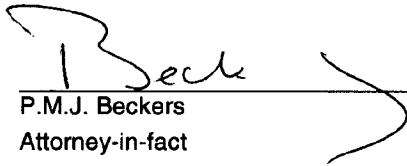
VION Subco ToC Limited (formerly Tranfield of Cumbria Limited)

EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of R.A. Ruijter:


Name: P.M.J. Beckers
Title: Attorney-in-fact


Name: R.A. Ruijter
Title: Attorney-in-fact

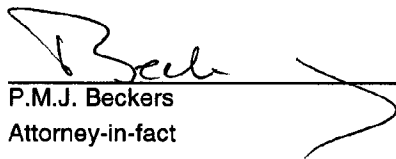
Rousselot Dubuque Inc.



Name: P.M.J. Beckers

Title: Attorney-in-fact

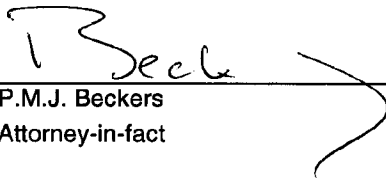
Rousselot Peabody Inc.



Name: P.M.J. Beckers

Title: Attorney-in-fact

Sonac USA LLC

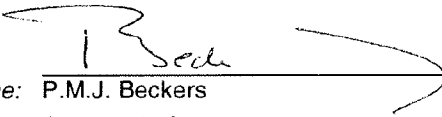


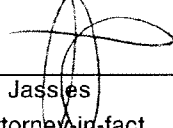
Name: P.M.J. Beckers

Title: Attorney-in-fact

Bain 3 Limited

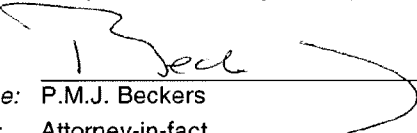
EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of S. Jassies:

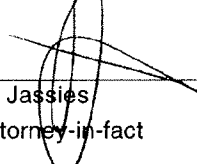

Name: P.M.J. Beckers
Title: Attorney-in-fact


S. Jassies
Attorney-in-fact

Cymry Country Produce Limited

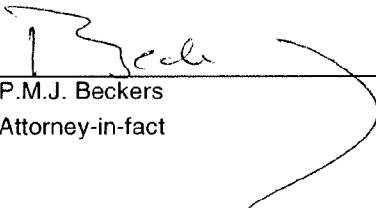
EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of S. Jassies:

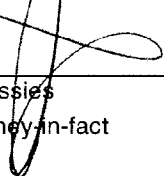

Name: P.M.J. Beckers
Title: Attorney-in-fact


S. Jassies
Attorney-in-fact

VION Subco JJT Limited (formerly J&J Tranfield Limited)

EXECUTED as a deed by P.M.J. Beckers, pursuant to a power of attorney, in the presence of S. Jassies:


Name: P.M.J. Beckers
Title: Attorney-in-fact


S. Jassies
Attorney-in-fact

SECURITY AGENT:

The Royal Bank of Scotland Plc Address:
EXECUTED as a deed by The Royal BankPlace:
of Scotland by _____, Country:
in the presence of: Fax:
Attn.:

Name:
Title: Occupation:
Address:

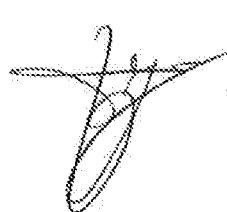
AGENTS:

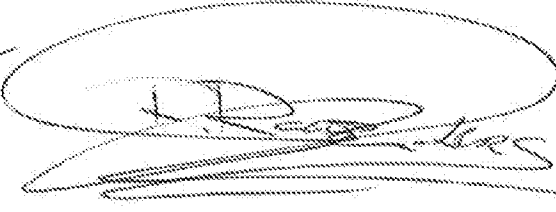
The Royal Bank of Scotland Plc Address:
(as Senior Agent) Place:
Country:
Fax:
Attn.:

Name:
Title:
Occupation:
Address:

Coöperatieve Centrale Raiffeissen-Address: *Croeselaan 28, WCZ-7088*
Boerenleenbank B.A., trading asPlace: *3521 CB Utrecht*
Rabobank International Country: *The Netherlands*
(as Subordinated Agent) Fax:
Attn.: *JPAM Vogels*

Name:
Title:
Occupation:
Address:


JPAM Vogels


RGTJ RAAIJMAKERS

SECURITY AGENT:

Peter Stiles

The Royal Bank of Scotland Plc Address:

EXECUTED as a deed by The Royal Bank of Scotland Plc

Bank of Scotland byCountry:

Peter Stiles in the presence of:

Syndicated Loans Agency
The Royal Bank of Scotland plc
2 1/2 Devonshire Square
London
EC2M 4BA

Name:

LEE SMITH

Attn:

+44-20-7786-5247

Title: Occupation:

BANK OFFICIAL

Address:

Syndicated Loans Agency
The Royal Bank of Scotland plc
2 1/2 Devonshire Square
London
EC2M 4BA

AGENTS:

Peter Stiles

The Royal Bank of Scotland Plc
(as Senior Agent)

Address:

Place: Syndicated Loans Agency
Country: The Royal Bank of Scotland plc
2 1/2 Devonshire Square
London
Fax: EC2M 4BA
Attn: +44-20-7786-5247

Name:

LEE SMITH

Title:

BANK OFFICIAL

Occupation:

Address:

Syndicated Loans Agency
The Royal Bank of Scotland plc
2 1/2 Devonshire Square
London
Coöperatieve Centrale Rabobank
Boerenleenbank B.V. trading as Rabobank International

Address:

Place:

Country:

Fax:

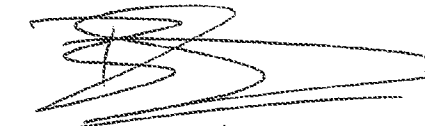
Attn:

Name:

Title:

Occupation:

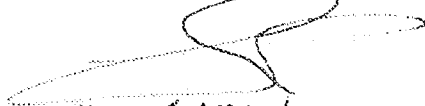
Address:


B SAM

ARRANGERS:

ABN AMRO Bank N.V.
(as Senior Arranger)

Address: ~~Leopoldplein 32~~ PO Box 283
Place: Amsteldam
Country: THE NETHERLANDS
Fax: NVT
Attn.: (AAB518) S van Wijk


Name: S van Wijk
Title: DIRECTOR

Occupation: Financial Restructuring
Address:

Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading asPlace:
Rabobank International Country:
(as Senior Arranger) Fax:
Attn.:

Name:
Title:

Occupation:
Address:

DZ Bank AG Deutsche Zentral-Address:
Genossenschaftsbank, Frankfurt amPlace:
Main Country:
(as Senior Arranger) Fax:
Attn.:

Name:
Title:

Occupation:
Address:

SUPPLIED TO SMOOT/WIJK ON JAN 14 09:00:22

ARRANGERS:

ABN AMRO Bank N.V.
(as Senior Arranger)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

Coöperatieve Centrale Raiffeisen-Adress: *Carisselaan 10 (3521 CB)*
Boerenleenbank B.A., trading as Place: *Carisselaan 10*
Rabobank International Country: *Netherlands*
(as Senior Arranger) Fax:
Attn.:

Name: *M.T.P. Simons*
Title: *Lawyer/ma.*
Occupation: *Lawyer*
Address: *Carisselaan 10 (3521 CB) (Hinder)*



BERT GREVEN, SVP

DZ Bank AG Deutsche Zentral-Adress:
Genossenschaftsbank, Frankfurt am Place:
Main Country:
(as Senior Arranger) Fax:
Attn.:

Name:
Title:

Occupation:
Address:

ARRANGERS:

ABN AMRO Bank N.V.
(as Senior Arranger)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading asPlace:
Rabobank International Country:
(as Senior Arranger) Fax:
Attn.:

Name:
Title:

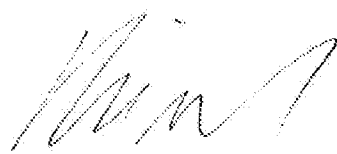

Occupation:
Address:

DZ Bank AG Deutsche Zentral-Address:
Genossenschaftsbank, Frankfurt amPlace:
Main Country:
(as Senior Arranger) Fax:
Attn.:

PLATZ DER REPUBLIK
60265 FRANKFURT AM MAIN
GERMANY
0049 (0)69-7447-1824
KARL FRANK THOMAS

Name:
Title:

Occupation:
Address:


H. Reinhardt

WEISE
ASSOCIATE DIRECTOR

ING Bank N.V.
(as Senior Arranger)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

The Royal Bank of Scotland N.V.
(as Senior Arranger)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

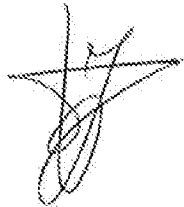
Occupation:
Address:

**Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A., trading as
Rabobank International**
(as Subordinated Arranger)

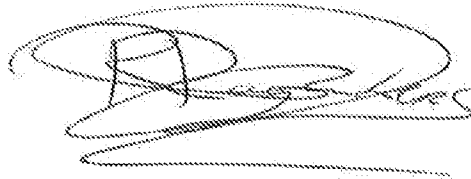
Address: *Coöselaan 28, 1072-7008*
Place: *3521 CB Utrecht*
Country: *The Netherlands*
Fax:
Attn.: *J.P.M. Vogels*

Name:
Title:

Occupation:
Address:



J.P.M. Vogels



R.G.T.J. RAAIJMAKERS

ING Bank N.V.
(as Senior Arranger)

Address:
Place
Country
Fax
Attn

[Handwritten signatures]
Name *H. Westphal* *R.P. Los*
Title *Asst* *VP*

Occupation
Address:

The Royal Bank of Scotland N.V.
(as Senior Arranger)

Address:
Place:
Country
Fax:
Attn.:

Name
Title

Occupation
Address

Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A., trading as
Rabobank International
(as Subordinated Arranger)

Address
Place
Country
Fax
Attn

Name
Title

Occupation
Address.

ING Bank N.V.
(as Senior Arranger)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

The Royal Bank of Scotland N.V.
(as Senior Arranger)

Address:
Place:
Country:
Fax:
Attn.:

Gustav Middelkam & Co
Amsterdam
The Netherlands

Name:

Title:

Occupation:
Address:

Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A., trading as
Rabobank International
(as Subordinated Arranger)

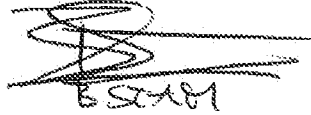
Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

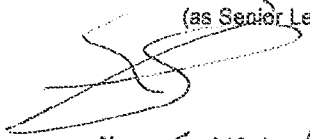
PRIMARY CREDITORS:


BSCAM

SENIOR LENDERS:

ABN AMRO Bank N.V.
(as Senior Lender)

Address: PO BOX 1283
Place: AMSTERDAM
Country: NETHERLANDS
Fax: DUT
Attn.: (AA 3578) S. van Wijk



Name: S. van Wijk
Title: DIRECTOR
Occupation: Financial Restructuring
Address:

Banque LBLux S.A.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:
Occupation:
Address:

BNP Paribas Fortis
Netherlands branch
(as Senior Lender)

S.A./NV, Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:
Occupation:
Address:

SUPPLIED TO S. VAN WIJK ON 14 JAN 14 09:00 GMT

PRIMARY CREDITORS:

SENIOR LENDERS:

ABN AMRO Bank N.V.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

Banque LBLux S.A.
(as Senior Lender)

Address: 3, rue Jean Nouet
Place: L-2180 Luxembourg
Country: Luxembourg
Fax:
Attn.: Ecken Rohles

Name: Ellen Rohles
Title: Chief Credit Analyst
Occupation:
Address: See above

BNP Paribas Fortis S.A./NV, Address:
Netherlands branch
(as Senior Lender)

Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

Christian Strassenburg

PRIMARY CREDITORS:

SENIOR LENDERS:

ABN AMRO Bank N.V.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

Banque LBLux S.A.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

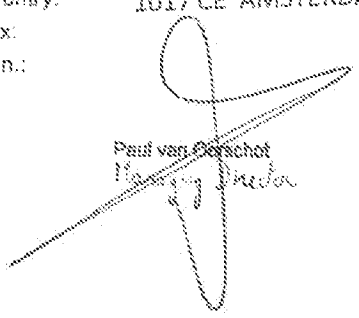
BNP Paribas Fortis S.A./NV,
Netherlands branch
(as Senior Lender)

Address: BNP Paribas Fortis SA/NV
Place: Herengracht 595
Country: 1017 CE AMSTERDAM
Fax:
Attn.:

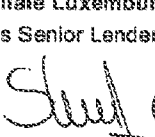

Name:

Title:

Occupation: Edwin Herskovic
Head of Legal Affairs
Address: BNP Paribas Fortis SA/NV
Netherlands branch


Paul van Oerschoot
Managing Director

Commerzbank Aktiengesellschaft, Address: 25, Rue. Edward Steichen
Filiale Luxemburg Place: L-2540 Luxembourg
(as Senior Lender) Country: Luxembourg
Fax: +352 477 911 3900
Attn.: Ludwig Schieder / Sabine Zwart

Name:  
Title: Frank Schmidt Bianca Bahn

Occupation:
Address:
Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading asPlace:
Rabobank International Country:
(as Senior Lender) Fax:
Attn.:

Name:
Title:
Occupation:
Address:

DZ Bank AG Deutsche Zentral-Address:
Genossenschaftsbank, Frankfurt amPlace:
Main Country:
(as Senior Lender) Fax:
Attn.:

Name:
Title:
Occupation:
Address:

Commerzbank Aktiengesellschaft, Address:
Filiale Luxemburg Place:
(as Senior Lender) Country:
Fax:
Attn.:

Name:
Title:

Occupation:

Address:

Coöperatieve Centrale Raiffeisen-Address: *Caraculana 10 (3521 CB)*

Boerenleenbank B.A., trading as Place: *47recht*

Rabobank International Country: *Netherlands*

(as Senior Lender)

Fax:

Attn.:

Name: *M. T. P. Simons*

Title: *Advocaat*

Occupation: *Lawyer*

Address: *Caraculana 10 (3521 CB) 47recht*

BEAT GREYEN, SVP

DZ Bank AG Deutsche Zentral-Address:

Genossenschaftsbank, Frankfurt am Place:

Main

Country:

(as Senior Lender)

Fax:

Attn.:

Name:

Title:

Occupation:

Address:

Commerzbank Aktiengesellschaft, Address:
Filiale Luxemburg Place:
(as Senior Lender) Country:
Fax:
Attn.:

Name:

Title:

Occupation:

Address:

Coöperatieve Centrale Raiffeisen-Address:

Boerenleenbank B.A., trading as Place:

Rabobank International Country:

(as Senior Lender) Fax:

Attn.:

Name:

Title:

Occupation:

Address:

DZ Bank AG Deutsche Zentral-Address:

Genossenschaftsbank, Frankfurt am Place:

Main

(as Senior Lender)

Country:

Fax:

Attn.:

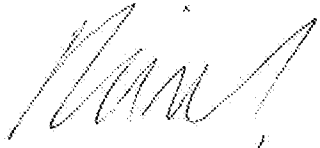
PLATZ DER REPUBLIK
60265 FRANKFURT AM MAIN
GEBOUW
0049(0)7447-1824
KARL FRANKFURT

Name:

Title:

Occupation:

Address:


M. Reissner


WEISER
ASSOCIATE DIRECTOR

HSH Nordbank AG
(as Senior Lender)

[Handwritten signatures]
Name: *Blisig* Frank H. Bieger

Title:

Occupation:
Address:

Address:
Place:
Country:
Fax:
Attn:

GERHART-HAUPTMANN-PLATZ 59
20095 HAMBURG
GERMANY
+49/40/3233-615072
Mr. FRANK-HENNING BIEGER

ING Bank N.V.
(as Senior Lender)

Name:
Title:

Occupation:
Address:

Address:
Place:
Country:
Fax:
Attn:

KBC Bank N.V.
(as Senior Lender)

Name:
Title:

Occupation:
Address:

Address:
Place:
Country:
Fax:
Attn:

Svenska Handelsbanken AB (publ)
(as Senior Lender)

Name:
Title:

Occupation:
Address:

Address:
Place:
Country:
Fax:
Attn:

SUPPLIED TO FRANK-HENNING BIEGER ON 06 JAN 14 2008 GMT

HSB Nordbank AG
(as Senior Lender)

Address
Place
Country:
Fax
Attn

Name
Title

Occupation:
Address

ING Bank N.V.
(as Senior Lender)

Address
Place
Country:
Fax
Attn

Name
Title

Occupation
Address

KBC Bank N.V.
(as Senior Lender)

Address
Place
Country:
Fax
Attn:

Name
Title:

Occupation
Address

Svenska Handelsbanken AB (publ)
(as Senior Lender)

Address
Place:
Country,
Fax
Attn :

Name,
Title

Occupation:
Address

SUPPLIED TO RODERIK LOS ON 20 JAN 14 08:09:12 GMT

H. Weirich *R.P. Los*
Name
MD *VP*
Title

HSH Nordbank AG
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

ING Bank N.V.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name: ~~JUST STRUCKX~~
Title: ~~SENIOR RELATIONSHIP MANAGER~~

~~Occupation:~~
~~Address:~~



~~SUANA~~
~~SENIOR LENDER~~

KBC Bank N.V.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

KBC Bank N.V. Nederland
Watersmanweg 92, 3087 GG Rotterdam
Postbus 502, 3000 AM Rotterdam

Name:

Title:

Occupation:
Address:

Svenska Handelsbanken AB (publ)
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

HSH Nordbank AG
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

ING Bank N.V.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

KBC Bank N.V.
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

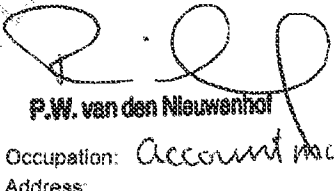
Name:
Title:

Occupation:
Address:

Svenska Handelsbanken AB (publ)
(as Senior Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:


P.W. van den Nieuwenhof

Occupation: *Account manager*
Address:



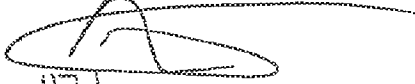
J. van den Berg

Account manager Support

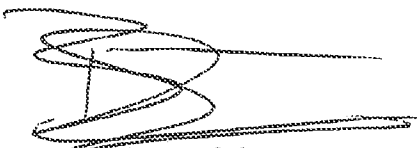
The Royal Bank of Scotland Plc, Address:
Netherlands Branch.
(as Senior Lender)

Place:
Country:
Fax:
Attn.:

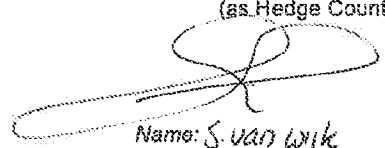
Gusta Mellinkoff SSC
Amsterdam
the Netherlands



Name: H Kroon
Title: Director
Occupation:
Address:


BSCAM

HEDGE COUNTERPARTIES:


Name: S. van Wijk
Title: Director
Occupation: Financial restructuring
Address:

Address: PO Box 283
Place: AMSTERDAM
Country: NETHERLANDS
Fax: NVT
Attn.: (AA 3078) S van Wijk

DZ Bank AG Deutsche Zentral-Address:
Genossenschaftsbank, Frankfurt am Place:
Main Country:
(as Hedge Counterparty) Fax:
Attn.:

Name:
Title:
Occupation:
Address:

Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading as Place:
Rabobank International Country:
(as Hedge Counterparty) Fax:
Attn.:

Name:
Title:
Occupation:
Address:

SUPPLIED BY SIMONE WIJK ON JAN 14 09:00 AM GMT

HEDGE COUNTERPARTIES:

ABN AMRO Bank N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

DZ Bank AG Deutsche Zentral-Address:
Genossenschaftsbank, Frankfurt amPlace:
Main Country:
(as Hedge Counterparty) Fax:
Attn.:

PLATZ DER REPUBLIK
60265 FRANKFURT AM MAIN
GODMANN
0049 (0) 7447 - 1824
KARL FRANK REIN

Name:

Title:

Occupation:
Address:

M. Reinhardt
[Signature]
WEISS

Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading asPlace:
Rabobank International Country:
(as Hedge Counterparty) Fax:
Attn.:

ASSOCIATE DIRECTOR

Name:

Title:

Occupation:
Address:

HEDGE COUNTERPARTIES:

ABN AMRO Bank N.V.
(as Hedge Counterparty) Address:
Place:
Country:
Fax:
Attn.:


Name:
Title:
Occupation:
Address:

DZ Bank AG Deutsche Zentral-Address:
Genossenschaftsbank, Frankfurt amPlace:
Main Country:
(as Hedge Counterparty) Fax:
Attn.:

Name:
Title:
Occupation:
Address:

Coöperatieve Centrale Raiffeisen-Address: *Crueslaan 10 (3521 CB)*
Boerenteenbank B.A., trading asPlace: *UTrecht*
Rabobank International Country: *Netherlands*
(as Hedge Counterparty) Fax:
Attn.:

Name: *M. T. P. Simons / M*
Title: *Langer / M.*
Occupation: *Lawyer*
Address: *Crueslaan 10 (3521 CB) UTrecht*



BERT GREVEN, SUP

HSH Nordbank AG
(as Hedge Counterparty)

Address: GERHART-HAUPTMANN-PLATZ 50
Place: 20095 Hamburg
Country: GERMANY
Fax: +4914013332615072
Attn: Hr. Frank Henning Bieger

Name: Bising
Title:

Frank-H. Bieger

Occupation:
Address:

ING Bank N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

KBC Bank N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

The Royal Bank of Scotland N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

HSN Nordbank AG
(as Hedge Counterparty)

Address
Place
Country
Fax
Attn

Name:
Title:
Occupation:
Address:

ING Bank N.V.
(as Hedge Counterparty)

Address
Place
Country
Fax
Attn

Name: *M. ...*
Title: *MD*
Occupation:
Address:

KBC Bank N.V.
(as Hedge Counterparty)

Address
Place
Country
Fax
Attn

Name:
Title:
Occupation:
Address:

The Royal Bank of Scotland N.V.
(as Hedge Counterparty)

Address
Place
Country
Fax
Attn

Name:
Title:
Occupation:
Address:

SUPPLIED TO RODEMIK LOS ON 28 JAN 14 09:09:12 GMT

HSH Nordbank AG
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

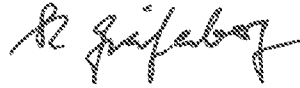
Occupation:
Address:

ING Bank N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation: **JUST STROECKX**
ENIOR RELATIONSHIP MANAGER
Address:



KBC Bank N.V.
(as Hedge Counterparty)

Address: **SURNAME CHRISTENSEN**
OR KBC OVERSEAS RELATIONS
Place:
Country: **KBC Bank N.V. Nederland**
Fax: **Watermanweg 52, 3067 GG Rotterdam**
Attn.: **Postbus 502, 3000 AM Rotterdam**

Name:
Title:

Occupation:
Address:

The Royal Bank of Scotland N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

HSN Nordbank AG
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

ING Bank N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

KBC Bank N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:

Occupation:
Address:

The Royal Bank of Scotland N.V.
(as Hedge Counterparty)

Address:
Place:
Country:
Fax:
Attn.:

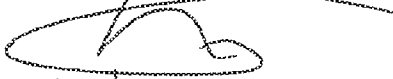
Gusta Molletlaan 35c
Amsterdam
the Netherlands

Name:
Title:

Occupation: JD
Address:

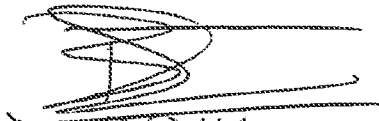
Jiayun Lian

The Royal Bank of Scotland Plc.
(as Hedge Counterparty)



Name: J. Klean
Title: Director
Occupation:
Address:

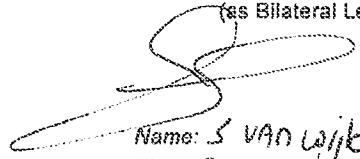
Address: Gustav Mahlerlaan 25a
Place: Amsterdam
Country: the Netherlands
Fax:
Attn.:


B. STAM

BILATERAL LENDERS:

ABN AMRO Bank N.V.
(as Bilateral Lender)

Address: 70 BOX 283
Place: AMSTERDAM
Country: NETHERLANDS
Fax: -
Attn.: (AA 3518) S van Wijk



Name: S van Wijk
Title: DIRECTOR
Occupation: Financial engineering
Address:

BNP Paribas Fortis S.A./NV, Address:
Netherlands branch Place:
(as Bilateral Lender) Country:
Fax:
Attn.:

Name:
Title:
Occupation:
Address:

Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading as Place:
Rabobank International Country:
(as Bilateral Lender) Fax:
Attn.:

Name:
Title:
Occupation:
Address:

SUPPLIED TO S.M. VAN WILJK ON JAN 14 09:11:00

BILATERAL LENDERS:

ABN AMRO Bank N.V. Address:
(as Bilateral Lender) Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

BNP Paribas Fortis S.A./NV,Address:
Netherlands branch Place:
(as Bilateral Lender) Country:
Fax:
Attn.:

Name:

Title:

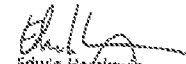
BNP Paribas Fortis SA/NV
Occupation: Herengracht 595
Address: 1017 CE AMSTERDAM

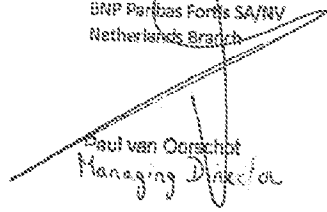
Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading asPlace:
Rabobank International Country:
(as Bilateral Lender) Fax:
Attn.:

Name:

Title:

Occupation:
Address:


Edwin Hejlskov
Head of Legal Affairs
BNP Paribas Fortis SA/NV
Netherlands Branch


Paul van Oorschot
Managing Director

BILATERAL LENDERS:

ABN AMRO Bank N.V.
(as Bilateral Lender)

Address:
Place:
Country:
Fax:
Attn.:


Name:
Title:
Occupation:
Address:

BNP Paribas Fortis S.A./NV, Address:
Netherlands branch Place:
(as Bilateral Lender) Country:
Fax:
Attn.:

Name:
Title:
Occupation:
Address:

Coöperatieve Centrale Raiffeisen-Address:
Boerenleenbank B.A., trading as Place: *Utrecht*
Rabobank International Country: *Netherlands*
(as Bilateral Lender) Fax:
Attn.:

Name: *M.T.P. Simons MW*
Title: *Lawyer/Mr.*
Occupation: *Lawyer*
Address: *conzelman 10 (3521 CS) Utrecht*



BERT GROVEN, JRP

HSH Nordbank AG
(as Bilateral Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:

Title:

Occupation:
Address:

SUBORDINATED LENDER:

**Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A., trading as
Rabobank International**
(as Subordinated Lender)

Address:
Place:
Country:
Fax:
Attn.:

*Croeselaan 28, 402-7088
3521 CB Utrecht
The Netherlands
Jaap Vogels.*

Name:

Title:

Occupation:
Address:


Jaap Vogels


RGTJ RAAYMAKERS

HSN Nordbank AG
(as Bilateral Lender)

Frank H. Bieger
Name: Blasing Frank-H. Bieger
Title:

Occupation:
Address:

Address: GERHART-HAUPTMANN-PLATZ 60
Place: 20095 HAMBURG
Country: GERMANY
Fax: +49/40/3333-615072
Attn.: Fr. Frank Henning Bieger

SUBORDINATED LENDER:

Coöperatieve Centrale Raiffeisen-
Boerenleenbank B.A., trading as
Rabobank International
(as Subordinated Lender)

Address:
Place:
Country:
Fax:
Attn.:

Name:
Title:
Occupation:
Address:

SUPPLIED TO FRANK-HENNING BIEGER ON 06 JAN 14 2014