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CHFP025

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Please do not write in this margin

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

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

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number 94632

Name of company

* WT FOODS LIMITED

* insert full name of company

I/We ø Please see attachment 1 (by signing this or a duplicate form)

ø insert name(s) and address(es) of all the directors

† delete as appropriate

[~~the sole director~~] [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever is inappropriate

The business of this company is:

~~(a) that of a [recognised bank] [licensed institution]† within the meaning of the Banking Act 1979§~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom§~~

(c) something other than the above§

This company is [the] [a] holding company of* The Marketing and Advertising Partnership Limited ("SubCo") which is proposing to give financial assistance in connection with the acquisition of shares in [this company] [ ] ~~the holding company of this company.~~]†

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

Ashurst Morris Crisp
Broadwalk House
5 Appold Street
LONDON
EC2A 2HA
639 London / City
JLB/EMB/2502356

For official Use
General Section

L486H7QH
LD5 0387
COMPANIES HOUSE 24/01/02

The assistance is for the purpose of ~~[that acquisition]~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 159,753,511 ordinary shares of 25 pence each

The assistance is to be given to: (note 2) WT Tiger 2 Limited, W T Tiger 3 Limited and the Company all of whose registered office is at WT House, Bessemer Road, Welwyn Garden City, Hertfordshire AL7 1HT

The assistance will take the form of:

Particulars of the form of assistance to be provided are set out in attachment 2.

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

WT Tiger 3 Limited

† delete as appropriate

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

Particulars of the principal terms on which the assistance will be given are set out in attachment 3.

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

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

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

Please do not write in this margin

The date on which the assistance is to be given is within eight weeks from today's date

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

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

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

* delete either (a) or (b) as appropriate

(b) [it is intended to commence the winding up of this company within 12 months of that date and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]* (note 3)

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

Declared at The offices of Ashurst Morris Crisp, 5 Appold Street, London EC2A 2HA

Declarants to sign below

	Day		Month		Year			
on	1	4	0	1	2	0	0	2

before me Gavin Hill

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

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Laserform International 12/99

WT FOODS LIMITED
Company Number 94632
Attachment 1 to Form 155(6)b

J E Brennan
Sycamore House
Hedgerley Lane
Gerrards Cross
Buckinghamshire
SL9 7NP

R J Garland
Huntleigh Hadham Cross
Much Hadham
Hertfordshire
SG10 6AL

ECV Shaw
3 Herbert Road
Clevedon
Bristol
BS21 7ND

K J Stott
Whitecroft Church Lane
Abington Pigotts
Cambridgeshire
SG8 OSE

GK Noon MBE
Flat 3, The Polygon
89 Avenue Road
London
NW8 6JB

WT FOODS LIMITED
Company Number 94632
Attachment 2 to Form 155(6)b

1. **Guarantees:** guarantees, indemnities and rights of set-off granted by SubCo to the persons (the **"Financiers"**) providing WT Tiger 3 Limited (**"Newco"**) and others with:-

   (a) senior loan and guarantee facilities of initially up to £66,200,000 (being £58,700,000 of senior term loans and £7,500,000 of revolving credit facilities) pursuant to a senior facility agreement dated 5 October 2001 (the **"Senior Agreement"**);

   (b) interest rate hedging contracts and instruments (the **"Hedging Contracts"**); and

   (c) a mezzanine loan facility of initially up to £13,000,000 pursuant to a mezzanine facility agreement dated 5 October 2001 (the **"Mezzanine Agreement"**).

   Such facilities are to be used for the purpose of financing:-

   (a) in the case of the £58,700,000 senior term loan, the acquisition (the **"Acquisition"**) by Newco of the entire issued share capital of WT Foods Limited (the **"Target"**), the repayment and/or guarantee of existing indebtedness of the Target and certain of its subsidiaries, the payment of costs incurred in connection with the Acquisition and certain capital expenditure incurred or to be incurred in connection with the development of a new factory for Noon Products Limited;

   (b) in the case of the £13,000,000 mezzanine loan, the Acquisition and the payment of costs incurred in connection with the Acquisition;

   (c) in the case of the £7,500,000 revolving credit facility, the general working capital requirements of Newco and its subsidiaries following the Acquisition.

2. **Security:** fixed and floating charges granted by SubCo over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1 above.

3. **Priority:** priority and subordination arrangements entered into by SubCo with (among others) the Financiers pursuant to an intercreditor deed dated 5 October 2001 (the **"Intercreditor Document"**) to which SubCo will become a party by virtue of a deed of accession dated on or about the date hereof.

4. **Upstream loan facilities:**

   (a) an intra-group loan facility granted by SubCo along with other members of the group of companies of which it is a member in favour of Newco pursuant to a loan agreement dated on or about the date hereof to be used by Newco in meeting its payment obligations under the Senior Agreement and the Mezzanine Agreement and pursuant to the Acquisition;

(b) an intra-group loan facility granted by SubCo along with other members of the group of companies of which it is a member in favour of the Target pursuant to a loan agreement dated on or about the date hereof to be used by the Target in, inter alia, meeting its payment obligations under the Senior Agreement; and

(c) an intra-group loan facility granted by SubCo along with other members of the group of companies of which it is a member in favour of WT Tiger 2 Limited pursuant to a loan agreement dated on or about the date hereof to be used by WT Tiger 2 Limited in, inter alia, meeting its payment obligations under the terms of loan stock it has issued to Keith Stott, Rod Garland, John Brennan, Edward Shaw, GK Noon MBE, Rabobank International, London Branch and Bridgepoint Capital Limited and in meeting its payment obligations to Bridgepoint Capital Limited in relation to certain loans made by Bridgepoint Capital Limited to WT Tiger 2 Limited for the purpose of paying stamp duty arising in connection with the management exchange agreement dated 5 October 2001 between, inter alia, Bridgepoint Capital Limited and WT Tiger 2 Limited.

WT FOODS LIMITED
Company Number 94632
Attachment 3 to Form 155(6)b

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

1. **Guarantees:** SubCo will become a party to the Senior Agreement pursuant to a guarantor accession agreement dated on or about the date hereof and will become a party to the Mezzanine Agreement pursuant to a guarantor accession agreement dated on or about the date hereof. The guarantees, indemnities and rights of set-off referred to in paragraph 1 of Attachment 2 are recorded in clauses 19, 28 and 33 of the Senior Agreement and clauses 17, 26 and 31 of the Mezzanine Agreement and provide that SubCo:-

   (a) irrevocably and unconditionally and jointly and severally guarantees to each of the Financiers, as principal Obligor and not merely as surety, the prompt performance by certain other members of the group of companies of which it is a member (**"other Obligors"**) of all such other Obligors' obligations under and in accordance with the terms of the Senior Agreement, the Mezzanine Agreement, the Hedging Contracts, the Security Documents (as defined therein), the Fee Letters (as defined therein), the Intercreditor Document and related documents (together the **"Finance Documents"**) and the payment of all sums payable now or in the future to such Financier by each other Obligor under or in connection with the Finance Documents when and as the same shall become due;

   (b) irrevocably and unconditionally and jointly and severally undertakes with each Financier that, if and whenever any other Obligor does not pay any amount when due under or in connection with any Finance Document, SubCo will on demand by the agent for the relevant Financiers pay such amount as if SubCo instead of the other Obligor were expressed to be the primary Obligor;

   (c) irrevocably and unconditionally and jointly and severally indemnifies each Financier on demand against any loss or liability suffered by it under any of the Finance Documents as a result of any obligation guaranteed by SubCo being or becoming unenforceable invalid or illegal;

   (d) as an independent and additional obligation, indemnifies each Financier for the deficiency and any loss sustained as a result of any amount payable by SubCo under or in connection with any Finance Document is received by any Financier in a currency (the **"Payment Currency"**) other than that agreed to be payable under that Finance Document (the **"Agreed Currency"**), whether as a result of any judgement or order or the enforcement of the same, the liquidation of such Obligor or otherwise and the amount produced by converting the Payment Currency so received into the Agreed Currency at market rates prevailing at or about the time of receipt of the Payment Currency is less than the amount of the Agreed Currency due under that Finance Document;

   (e) agrees that each Financier may (but shall not be obliged) to set off any obligation of any Obligor due and payable by it to or for the account of such Financier under the Senior Agreement and/or the Mezzanine Agreement and not paid on the due date against any

obligation (whether or not due and payable) by that Financier to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the relevant Financier may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the relevant Financier may set off in an amount estimated by it in good faith to be the amount of that obligation.

2. **Security:** the security referred to in paragraph 2 of Attachment 2 is to be created by SubCo executing a security accession deed (the **"Deed of Accession"**) to a debenture (the **"Debenture"**) dated 5 October 2001 in favour of Rabobank International, London Branch as security agent (the **"Security Agent"**) for the Financiers. By entering into the Deed of Accession, SubCo will (amongst other things):-

(a) as primary obligor and not merely as surety, covenant with the Security Agent (as agent and trustee as aforesaid) that it will pay or discharge the Secured Liabilities (as defined in the Debenture) on the due date therefor and in the manner provided in the relevant Finance Documents. Any amount not paid under the Finance Documents when due shall bear interest (after as well as before judgment and payable on demand) at the Default Rate (as defined in the Debenture) from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest at such rate on such amount for such period is charged pursuant to the relevant Finance Documents and itself constitutes a Secured Liability.

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Lenders (as defined in the Debenture) (or any of them), charge in favour of the Security Agent (as agent and trustee for the Lenders):-

(i) by way of a first legal mortgage all of the property (if any) now belonging to it and specified in Schedule 2 of the Debenture and/or in the Schedule to the Deed of Accession (as set out in Schedule 7 of the Debenture) by which it became party to the Debenture (where relevant), together with all buildings and Fixtures (as defined in the Debenture) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(ii) by way of first legal mortgage all estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives SubCo a right to occupy or use property (except any Security Assets (as defined in the Debenture) specified in paragraph (i) above) wheresoever situate now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold

properties or licensed interests or rights, to any necessary third party's consent to such mortgage being obtained;

(iii) by way of first fixed charge:

(aa) (to the extent that the same are not the subject of a mortgage under paragraphs (i) and/or (ii) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives SubCo a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;

(bb) all plant, machinery, computers and vehicles now or in the future owned by it and, subject to any necessary third party's consent to such charge being obtained, its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of SubCo's stock in trade or work in progress;

(cc) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts (as defined in the Debenture)) with any bank, financial institution or other person and the debts represented thereby, provided that without prejudice to any other provision of clause 4 of the Debenture, any such monies paid out of such accounts without breaching the terms of the Senior Agreement or the Mezzanine Agreement and not paid into another such account in the name of SubCo shall be released from the fixed charge effected by this sub-paragraph (cc) upon the proceeds being so paid out;

(dd) (to the extent not effectively assigned under clause 4.3 of the Debenture) all benefits in respect of the Insurances (as defined in the Debenture) and all claims and returns of premiums in respect thereof but subject in the case of any leasehold or let properties to the rights, if any, of the landlord or tenant (as the case may be);

(ee) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision of clause 4 of the Debenture (and in particular but without limitation to sub-paragraph (cc) above) such proceeds shall be released automatically from the

fixed charge effected by this sub-paragraph (ee) upon those proceeds being credited to any Security Account;

(ff) (to the extent that the same do not fall without any other sub-paragraph of this paragraph (iii) and are not effectively assigned under clause 4.3 of the Debenture) all of its rights and benefits under each of the Relevant Agreements (as defined in the Debenture) all bills of exchange and other negotiable instruments held by it and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of Intellectual Property Rights (as defined in the Debenture) or similar agreements entered into by it and any letters of credit issued in its favour;

(gg) any beneficial interest, claim or entitlement of it to any assets of any pension fund;

(hh) its present and future goodwill;

(ii) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (i) and (ii) and sub-paragraph (aa) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

(jj) its present and future uncalled capital;

(kk) all its present and future Intellectual Property Rights (including, without limitation, any rights and interest of SubCo in those patents and trade marks and designs, if any, specified in Schedule 5 of the Debenture and/or the Schedule to the Deed of Accession by which it became party to the Debenture (where relevant)) owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by this sub-paragraph (kk) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which SubCo may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities;

(ll) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments (including, without limitation, all Cash Equivalent Investments as (defined in the Debenture)) now or in the future owned by SubCo from time to time not charged pursuant to clause 4.2 of the Debenture;

(c) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Lenders (or any of them):

(i) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the Lenders) all Group Shares (as defined in the Debenture) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and

(ii) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee for the Lenders) all the Related Rights (as defined in the Debenture) accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

PROVIDED THAT:

(i) whilst no Declared Default (as defined in the Debenture) exists, all dividends and other distributions paid or payable as referred to in paragraph (b) above may be paid directly to SubCo (in which case the Security Agent or its nominee shall promptly execute any necessary dividend mandate) and, if paid directly to the Security Agent, shall be paid promptly by it to SubCo;

(ii) whilst no Declared Default exists, the Security Agent shall use all its reasonable endeavours to promptly forward to SubCo all material notices, correspondence and/or other communication it receives in relation to the Group Shares; and

(iii) subject to Clause 10.2 of the Debenture, whilst no Declared Default exists, all voting rights attaching to the relevant Group Shares may be exercised by SubCo or, where the shares have been registered in the name of the Security Agent or its nominee, as SubCo may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for SubCo to do so.

(d) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Lenders (or any of them), hereby assigns and agrees to assign to the Security Agent (as agent and trustee for the Lenders) all its right, title and interest (if any) in and to:

(i) the Insurances;

(ii) the Subscription Agreement (as defined in the Debenture);

(iii) the Hedging Documents (as defined in the Debenture); and

(iv) the Intercompany Funding Agreement (as defined in the Debenture);

(e) forthwith give notice of each such assignment of its right, title and interest (unless waived by the Security Agent):

(i) in and to the Insurances, by sending a notice in the form of Part I of Schedule 3 of the Debenture (for attachment by way of endorsement to the Insurances) (with such amendments as the Security Agent may agree acting reasonably) duly completed to each of the other parties to the Insurances; and

(ii) in and to the other Relevant Agreements by sending a notice substantially in the form of Part III of Schedule 3 of the Debenture (with such amendments as the parties may agree) to each of the other parties thereto,

and shall use its reasonable endeavours to procure that within 14 days of the date of the Debenture or, if later, the date of entry into any such agreement, each such other party delivers a letter of undertaking to the Security Agent in the form of Part II of Schedule 3 of the Debenture (in the case of the Insurances) or in the form of Part IV of Schedule 3 of the Debenture (in the case of each of the other Relevant Agreements), in each case with such amendments as the Security Agent may agree acting reasonably;

(f) agree that, to the extent that any such right, title and interest described in paragraphs (a) and (b) of clause 4.3 of the Debenture is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph (a) of clause 4.3 of the Debenture shall operate as:

(i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by SubCo; and

(ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which SubCo may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Lenders (or any of them).

(g) agree that, whilst no Declared Default exists (i) the Security Agent shall permit SubCo to exercise its rights (other than to receive payment of money) under any Relevant Agreement to which it is party, PROVIDED THAT the exercise of these rights in the manner proposed would not result in a Default (as defined in the Debenture) under the terms of the Finance Documents and (ii) any payments received by the Security Agent under or in respect of the Relevant Agreements by virtue of the Debenture shall be paid by the Security Agent to SubCo save to the extent required by the terms of the Senior Agreement, the Mezzanine Agreement or, as the case may be, the Priority Deed (as defined in the Debenture) to be applied against any of the Secured Liabilities which are then due and payable (or as a result of such receipt become due and payable).

(h) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for the

Lenders) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, subject always to all mortgages, fixed charges and assignments created by or pursuant to clause 4 of the Debenture or any other provision of the Debenture.

(i) undertake to each Lender that, save as expressly permitted under the terms of the Debenture, the Senior Agreement and the Mezzanine Agreement it will not:

(i) create or permit to subsist any Encumbrance (as defined in the Debenture) over all or any of its assets, rights or property other than pursuant to this Debenture or any other Security Document; or

(ii) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

(j) at its own expense agree to execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created over the Security Assets or any part thereof by the Debenture or for facilitating (if and when this security becomes enforceable) the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Agent or any Receiver (as defined in the Debenture) of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid. To that intent, SubCo shall in particular agree to execute all transfers, conveyances, assignments and assurances of such property whether to the Security Agent or to its nominees and give all notices, orders and directions and make all registrations which the Security Agent may reasonably think expedient;

(k) without prejudice to the generality of paragraph (j) above, agree promptly at the request of the Security Agent to execute a legal mortgage, charge or assignment where provided for in the Debenture or in the Senior Agreement or in the Mezzanine Agreement and/or at any time whilst there is a continuing Default which has not been waived over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created in favour of the Security Agent (as agent and trustee as aforesaid) in such form as the Security Agent may require but containing terms no more onerous than those in the Debenture;

(l) undertake to ensure that each company which becomes a Subsidiary (as defined in the Debenture) (whether direct or indirect) of any Chargor (as defined in the Debenture) after the date of the Debenture shall, promptly upon being required to grant security pursuant to clause 20.3 of the Senior Agreement and/or clause 18.2 of the Mezzanine Agreement, execute a Deed of Accession substantially in the form set out in Schedule 7 of the Debenture and such company shall on the date on which such Deed of Accession is executed by it become a party to the Debenture in the capacity of a Chargor and the Debenture shall be read and construed for all purposes as if such company had been an original party to the Debenture as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession). The Security Agent is authorised to agree any amendments or change to the form or manner in which any such member of the Group (as defined in the Debenture) gives such a

guarantee and security (including acceptance of a limit on the liability of such member of the Group) which is in the reasonable opinion of the Security Agent necessary in order that such guarantee or security may lawfully be given.

(m) agree to procure that all registrations or other steps necessary to perfect or protect any security created pursuant to any Deed of Accession is completed as soon as practicable after the date thereof and in any event within any applicable time limit.

(n) agree that any company which becomes a party to the Debenture as a Chargor pursuant to any Deed of Accession shall also become party to and be bound by the terms of the Priority Deed as an Obligor, in accordance with the terms of the Priority Deed.

(o) agree that all reasonable costs, charges and expenses properly incurred and all payments made by the Security Agent or any Receiver appointed under the Debenture in the lawful exercise of the powers thereby conferred whether or not occasioned by any act, neglect or default of any Chargor shall carry interest (after as well as before judgment) at the Default Rate from time to time from the later of the date the same are incurred or become payable until the date the same are unconditionally and irrevocably paid and discharged in full. The amount of all such costs, charges, expenses and payments and all such interest thereon and all remuneration payable under the Debenture shall (subject to being reasonable in accordance with this sub-paragraph) be payable by SubCo on demand. All such costs, charges, expenses and payments shall be paid and charged as between the Security Agent and the Chargors or any of them on the basis of a full indemnity and not on the basis of party and party or any other kind of taxation.

(p) agree that the Lenders and every Receiver, attorney, manager, agent or other person appointed by the Security Agent under the Debenture shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them pursuant to the Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Security Assets and the Lenders and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers conferred by the Debenture. Notwithstanding the foregoing no Lender or Receiver and no person appointed by the Security Agent as aforesaid shall be entitled to be indemnified in respect of any part of the foregoing which results from such party's negligence or wilful misconduct.

(q) agree that the Security Agent and each Lender may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Senior Agreement or the Mezzanine Agreement or which has been assigned to the Security Agent by any Chargor under the Debenture) against any obligation (whether or not matured) owed by the Security Agent or such Lender (as the case may be) to such Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent or such Lender (as the case may be) may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is

unliquidated or unascertained, the Security Agent or such Lender (as the case may be) may set off an amount estimated by it in good faith to be the amount of that obligation.

3. **Priority:** By executing the deed of accession pursuant to which SubCo will become a party to the Intercreditor Document, SubCo (amongst other things) will:-

(a) agree that any Intercompany Debt (as defined in the Intercreditor Document) owed to it by any Intercompany Debtor (as defined in the Intercreditor Document) will be subordinated to sums owed by such Intercompany Debtors to the Financiers, as will Investor Debt (as defined in the Intercreditor Document);

(b) covenant in favour of the Security Agent to pay the Senior Debt, the Hedging Liabilities and the Mezzanine Debt to the Security Agent (all as defined in the Intercreditor Document) when and to the extent due from it under (and subject always to any express limits on the amounts capable of becoming due from it set out in) the terms of the Senior Finance Documents, the Hedging Documents or the Mezzanine Finance Documents (all as defined in the Intercreditor Document), as the case may be, to such bank account as the Security Agent may direct, except that SubCo may (subject to the terms of the Intercreditor Document, and in particular clauses 3.2, 3.3, 9 and 10 of the Intercreditor Document) pay the Senior Debt, the Hedging Liabilities and/or the Mezzanine Debt directly to the Senior Agent, the relevant Hedging Banks or the Mezzanine Agent respectively (all as defined in the Intercreditor Document), and each such payment will constitute a pro tanto discharge of the covenant to pay in favour of the Security Agent set forth in clause 3.1 of the Intercreditor Document; and

(c) SubCo shall take such action as may be necessary and the Security Agent at the request (and cost) of WT (Holdings) Limited shall take such action as may be practicable in order that the Security Documents (as defined in the Intercreditor Document) or replacements therefor shall provide for perfected and enforceable security in favour of any replacement Security Agent including making available to the replacement Security Agent such documents and records as the successor Security Agent shall reasonably request.

4. **Upstream loans:**

(a) by executing the loan agreement referred to in paragraph 4(a) of Attachment 2, SubCo, together with other members of its group, will make available to Newco a revolving loan facility at a rate of one per cent. per annum above the base rate from time to time of The Royal Bank of Scotland plc or such other rate as may be agreed from time to time between the parties of up to £90,000,000 in aggregate to be used by Newco (i) to make payments when due to (among others) the Financiers under the Finance Documents and (ii) to satisfy its obligations pursuant to the Acquisition, but on the basis that SubCo will only be obliged to make advances under the loan agreement if, inter alia, it has the cash resources and SubCo is not in liquidation or administration or the subject of a creditor's voluntary arrangement;

(b) by executing the loan agreement referred to in paragraph 4(b) of Attachment 2, SubCo, together with other members of its group, will make available to, inter alia, the Target a revolving loan facility at a rate of one per cent. per annum above the base rate from

time to time of The Royal Bank of Scotland plc or such other rate as may be agreed from time to time between the parties of up to £50,000,000 in aggregate to be used by the Target to make payments when due to (among others) the Financiers under the Finance Documents, to Newco pursuant to the loan agreement referred to in paragraph 4(a) of Attachment 2 and to WT Tiger 2 Limited pursuant to the loan agreement referred to in paragraph 4(c) of Attachment 2, but on the basis that SubCo will only be obliged to make advances under the loan agreement if, inter alia, it has the cash resources and SubCo is not in liquidation or administration or the subject of a creditor's voluntary arrangement; and

(c) by executing the loan agreement referred to in paragraph 4(c) of Attachment 2, SubCo, together with other members of its group, will make available to, inter alia, WT Tiger 2 Limited a revolving loan facility at a rate of one per cent. per annum above the base rate from time to time of The Royal Bank of Scotland plc or such other rate as may be agreed from time to time between the parties of up to £70,000,000 in aggregate to be used by WT Tiger 2 Limited to make payments in respect of its loan stock in issue from time to time and in meeting its payment obligations to Bridgepoint Capital Limited in relation to certain loans made by Bridgepoint Capital Limited to WT Tiger 2 Limited for the purpose of paying stamp duty arising in connection with the management exchange agreement dated 5 October 2001 between, inter alia, Bridgepoint Capital Limited and WT Tiger 2 Limited, but on the basis that SubCo will only be obliged to make advances under the loan agreement if, inter alia, it has the cash resources and SubCo is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

5. **Amendments:** SubCo's obligations as described above continue in relation to the Finance Documents and the Upstream Loan Agreements as they may be amended, modified, varied or restated from time to time.

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Auditors' report to the directors of WT Foods Limited pursuant to section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of WT Foods Limited ("the Company") dated the same date as this report in connection with the proposal that the Company's subsidiary, The Marketing and Advertising Partnership Limited should give financial assistance for the purchase of the whole of the issued share capital of the Company.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

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

Ernst & Young LLP
Registered Auditor
London
14 January 2002

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