

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

**155(6)b**

Year	1990	1991	1992	1993	1994	1995
1990	1	1	1	1	1	1
1991	1	1	1	1	1	1
1992	1	1	1	1	1	1
1993	1	1	1	1	1	1
1994	1	1	1	1	1	1
1995	1	1	1	1	1	1

LD3  
COMPANIES HOUSE

The assistance is for the purpose of ~~XXXXXX~~ [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: Please see Rider 2

The assistance is to be given to: (note 2) WT Tiger 2 Limited (Company No 04253375)  
("WT Tiger 2") and WT Tiger 3 Limited (Company No 04253613) ("WT Tiger 3")  
both of WT House, Bessemer Road, Welwyn Garden City, Herefordshire, AL7 1HT

The assistance will take the form of:

Please see Rider 3

The person who [has acquired] ~~XXXXXX~~ † the shares is:  
WT Tiger 3

† delete as appropriate

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

Please see Rider 4

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 £ Please see Rider 5

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

X 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) ~~We~~ 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)

[illegible]

**CMS Cameron McKenna LLP**

Mitre House  
160 Aldersgate Street  
London EC1A 4DD

Declarants to sign below

Day Month Year  
on 28 07 2006

before me ALISON SMITH (SOLICITOR)

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

Theron Smith

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

**Rider to Form 155(6)b**

**COMPANY NAME: WT FOODS LIMITED**

**COMPANY NO: 00094632**

**Rider 1: Directors names and addresses**

1. Stephen Alexander Boyd  
of  
Woodlands, 12 Church Lane,  
Edith Weston  
Oakham  
Leicestershire LE15 8EY
2. John Edward Brennan  
of  
Sagamore House, Hedgerley Lane  
Gerrards Cross  
Buckinghamshire SL9 7NP
3. Clive Richard Sharpe  
of  
18 Knighton Rise  
Oadby  
Leicestershire LE2 2RE

**COMPANY NAME: WT FOODS LIMITED**  
**COMPANY NO: 00094632**

**Rider 2: The number and class of the shares acquired is:**

159,753,511 Ordinary Shares of £0.25 each.

**COMPANY NAME: WT FOODS LIMITED**

**COMPANY NO: 00094632**

**Rider 3: The assistance will take the form of:**

1. The entering into the following (or of the documents relating thereto) to which the Subsidiary is to be a party as the same may be amended varied supplemented or substituted from time to time:
  - 1.1 a £6,000,000 facilities agreement (the **"Facilities Agreement"**) to be made between, amongst others, the Company (as Principal Borrower), the Subsidiary and certain of its other subsidiaries (as Working Capital Borrowers) and HSBC Bank plc (**"HSBC"**) (as the Lender), whereby, subject to terms and conditions set out therein, HSBC has agreed to make available to the Company term loan facilities in an aggregate amount not exceeding £6,000,000 for the purposes of funding the part redemption of £70,415,071 5% series A1 discounted unsecured loan stock 2010, £998,182 5% series A2 unsecured loan stock 2010 and £1,118,912 5% series B unsecured loan stock 2010 (the **"Loan Notes"**) issued by WT Tiger 2 and related costs and expenses (the **"Redemption"**);
  - 1.2 a £3,000,000 working capital facility letter (the **"Working Capital Facility Letter"**) to be made between the Company (as Principal Borrower) the Subsidiary and certain of its other subsidiaries (as Working Capital Borrowers) and HSBC (as the Lender), whereby, subject to terms and conditions set out therein, HSBC has agreed to make available to the Company a working capital facility up to an aggregate maximum principal amount of £3,000,000;
  - 1.3 a debenture to be made between the Subsidiary and HSBC (the **"Debenture"**); and
  - 1.4 a composite guarantee (the **"Composite Guarantee"**) to be made, amongst others by the Company, the Subsidiary and certain of its other subsidiaries (as Working Capital Borrowers) in favour of HSBC.  
  
(together the **"Documents"**).

**COMPANY NAME: WT FOODS LIMITED**

**COMPANY NO: 00094632**

**Rider 4: The Principal terms on which the assistance will be given are:**

**1. The Facilities Agreement**

- 1.1 Under the terms of the Facilities Agreement, HSBC will make available to the Company, term loan facilities in an aggregate amount not exceeding £6,000,000 to be utilised (inter alios) by the Company to finance in part the Inter-Company Loan to WT Tiger 2; and
- 1.2 The Subsidiary is to be a Borrower and a Charging Company (as each term is defined in the Facilities Agreement) under the Facilities Agreement.

**2. Working Capital Facility Letter**

- 2.1 It is a condition precedent to the Facilities Agreement that the Subsidiary enters into both the Debenture and the Composite Guarantee to secure all monies and liabilities due from the Company (including under the Composite Guarantee) to HSBC.

**3. Debenture and Composite Guarantee**

- 3.1 It is a condition precedent to the Facilities Agreement that the Subsidiary enters into both the Debenture and the Composite Guarantee to secure all monies and liabilities due from the Company (including under the Composite Guarantee) to HSBC.
- 3.2 The Subsidiary, as security for the payment of all monies and liabilities whatever, whenever and however incurred whether now or in the future due, or become due, from the Subsidiary to HSBC, in entering into the Debenture, would give a first fixed and first floating charge over all of its undertaking and assets both present and future.
- 3.3 In entering into the Composite Guarantee, the Subsidiary is to give a guarantee and indemnity as principal obligor to HSBC for the payment and discharge by the Borrowers (as defined in the Composite Guarantee) of all monies and liabilities owing by them to HSBC.

**COMPANY NAME: WT FOODS LIMITED**  
**COMPANY NO: 00094632**

**Rider 5: The amount of cash to be transferred to the person assisted is:**

Any amounts transferred under the Documents.





**KPMG LLP**  
Aquis Court  
31 Fishpool Street  
St Albans AL3 4RF  
United Kingdom

Tel +44 (0) 1727 733000  
Fax +44 (0) 1727 733001  
DX 146480 St Albans 19

The Directors  
W T Foods Limited  
W T House  
Bessemer Road  
Welwyn Garden City  
Herts  
AL7 1HT

28 July 2006

Dear Sirs

**Auditors' report to the directors of W T Foods Limited pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 28 July 2006 in connection with the proposal that WTF Services Limited, of which this company is a holding company, should give financial assistance for the purpose of reducing or discharging liabilities incurred in connection with the acquisition of the entire issued share capital of the company.

This report is made solely to the company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the company's auditors might state to the company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's directors as a body for our work under section 156(4) of that Act or for this report.

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

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.

Yours faithfully

*KPMG LLP*

KPMG LLP

Registered Auditor