

G**COMPANIES FORM No. 155(6)a****Declaration in relation to
assistance for the acquisition
of shares****155(6)a**

CHFP025

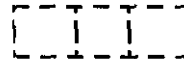
Please do not
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Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



280128

Name of company

* McDougalls Foods Limited of Chapel House, Liston Road, Marlow, Bucks SL7
1TU (the "Company").**Note**Please read the notes
on page 3 before
completing this form.* insert full name
of company

x/We see Schedule 1.

ø insert name(s) and
address(es) of all
the directors† delete as
appropriate

[the sole director] [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate(a) ~~that of a recognised bank (licensed institution) within the meaning of the Banking Act 1978~~(b) ~~that of a person authorised under section 8 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] [company's holding company] Ranks Hovis McDougall

Limited]†

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the
purpose of that acquisition].†The number and class of the shares acquired or to be acquired is: 400,000 Ordinary Shares
of £0.25p each.Presenter's name address and
reference (if any):Lovells
65 Holborn Viaduct
London
EC1A 2DY
A6/BP/TSAHLR/703421
57 London Chancery LaneFor official Use
General Section

Post room

LD7
COMPANIES HOUSE0222
06/10/00

The assistance is to be given to: (note 2) RHM Group Four Limited
of 21 Holborn Viaduct, London EC1A 2DY (the "**Purchaser**").

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legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Schedule 2.

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

† delete as
appropriate

the Purchaser.

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

See Schedule 3.

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

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

5. Pursuant to the guarantee contained within the Mezzanine Credit Agreement, the Company will jointly and severally and irrevocably and unconditionally:
 - (a) guarantee to each Finance Party (as defined in the Mezzanine Credit Agreement) punctual performance by each other Obligor of all its payment obligations under the Mezzanine Finance Documents (as defined therein);
 - (b) undertake with each Finance Party (as defined therein) that whenever any other Obligor does not pay any amount when due under any Mezzanine Finance Document (as defined therein), it shall immediately on demand by the Mezzanine Agent pay that amount as if it were the principal obligor; and
 - (c) indemnify each Finance Party (as defined therein) on demand against any loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; the amount of the loss or liability under such indemnity being equal to the amount the Finance Party (as defined therein) would otherwise have been entitled to recover.
6. Pursuant to the Priority Deed, the Company will acknowledge the arrangements made between the Parent and certain of its subsidiaries (including the Company) as Obligors, the Senior Creditors, the Mezzanine Creditors, the Hedging Banks and the Investors (each as defined therein) and Morgan Guaranty Trust Company of New York as Mezzanine Agent, Senior Agent and Security Agent (each as defined therein) which regulate (inter alia) the ability of the Company to make certain payments to the Mezzanine Creditors, Investors and other Obligors (each as defined therein).
7. Pursuant to the Intra Group Loan Agreement, the Company will undertake to the Purchaser that it will provide to the Purchaser a loan facility in a maximum aggregate principal amount detailed therein. Sums drawn down by the Purchaser under the Intra Group Loan Agreement may be used (inter alia) to make payments due under the Senior Credit Agreement and Mezzanine Credit Agreement. Outstandings under the Intra Group Loan Agreement will be repayable on the Company's first demand and will bear interest at a commercial rate.
8. Pursuant to the RBS Guarantee, the Company will guarantee all the liabilities of the Group (as defined therein), which includes the Purchaser, to The Royal Bank of Scotland PLC from time to time

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1/1

Handwritten signature
A.V. →
Lovells
Handwritten signature

SCHEDULE 3

The principal terms on which the financial assistance will be given

1. Pursuant to the Senior Credit Agreement, the Company will give various representations and warranties, undertakings, covenants and indemnities to the Senior Lenders.
2. Pursuant to the Mezzanine Credit Agreement, the Company will give various representations and warranties, undertakings, covenants and indemnities to the Mezzanine Lenders.
3. Pursuant to the Debenture, the Company as primary obligor and not merely as surety, will covenant with the Security Agent (as agent and trustee for the Lenders) (as defined in the Debenture) that it will pay or discharge the Secured Liabilities (as defined in the Debenture) on the due date therefor in the manner provided in the relevant Finance Document (as defined in the Debenture). Any amount not paid when due shall bear interest (as well after as before judgment and payable on demand) at the Default Rate (as defined therein) 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 Document (as so defined) and itself otherwise constitutes a Secured Liability. The Company will secure its obligations under the Debenture by way of first fixed and floating charges over all its undertaking, property and assets present and future. The Company will also agree that it shall at its own expense 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 by the Debenture over the Security Assets (as defined therein) or any part thereof or for facilitating if and when the security created by the Debenture 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 therein) of the Security Assets (as defined in the Debenture) or any part thereof for in any such delegate or sub-delegate as aforesaid. The Company will agree in particular 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.
4. Pursuant to the guarantee contained within the Senior Credit Agreement, the Company will jointly and severally and irrevocably and unconditionally:
 - (a) guarantee to each Finance Party (as defined in the Senior Credit Agreement) punctual performance by each other Obligor of all its payment obligations under the Senior Finance Documents (as defined therein);
 - (b) undertake with each Finance Party (as defined therein) that whenever any other Obligor does not pay any amount when due under any Senior Finance Document (as defined therein) it shall immediately on demand by the Facility Agent pay that amount as if it were the principal obligor; and
 - (c) indemnify each Finance Party (as defined therein) immediately on demand against any loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; the amount of the loss or liability under such indemnity being equal to the amount the Finance Party (as defined therein) would otherwise have been entitled to recover.

Lehman Commercial Paper Inc, The Royal Bank of Scotland PLC and The Governor and Company of the Bank of Scotland (as Original Lenders) and Morgan Guaranty Trust Company of New York (as Mezzanine Agent and Security Agent) (together the **"Mezzanine Lenders"**) there is provision for a term facility of £245,000,000 (the **"Mezzanine Facility"**). The Purchaser has used the Mezzanine Facility (which will be secured by the Company's execution of the debenture referred to below) to assist in funding its acquisition of the entire issued share capital of the Target together with that of the Target's sister companies, London Superstores Limited and TGP 182 Limited. By acceding to the Mezzanine Credit Agreement, the Company will also give certain representations and warranties, covenants and indemnities to the Mezzanine Lenders.

3. The financial assistance shall take the form of:

(a) the entry by the Company into:

- (i) an accession agreement made between (inter alia) the Facility Agent, the Parent and the Company by virtue of which the Company would become an Additional Borrower and an Additional Guarantor under the Senior Credit Agreement; and
- (ii) an accession agreement made between the Mezzanine Agent, the Parent and the Company by virtue of which the Company would become an Additional Guarantor under the Mezzanine Credit Agreement,

together the **"Accession Agreements"**;

- (b) the entry by the Company into a deed of accession (the **"Deed of Accession"**) by which the Company will accede to a debenture (the **"Debenture"**) dated 11 September 2000 and made between, inter alia, the Parent, the other Chargors (as defined therein) and Morgan Guaranty Trust Company of New York as agent and trustee (the **"Security Agent"**) for the Lenders (as defined in the Debenture) securing all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lenders (or any of them) under the Finance Documents (or any of them) (all terms as defined in the Debenture);
- (c) the accession of the Company pursuant to the Accession Agreements to a priority deed dated 21st July 2000 (the **"Priority Deed"**) made between the Parent and certain of its subsidiaries as Obligors, the Senior Creditors, Mezzanine Creditors, Hedging Banks and Investors (each as defined therein) and Morgan Guaranty Trust Company of New York as Mezzanine Agent, Senior Agent and Security Agent (each as defined therein) which ranks and subordinates the claims of certain creditors of the Parent and the other Obligors;
- (d) the entry by the Company into an intra group loan agreement (the **"Intra Group Loan Agreement"**) to be made with (inter alia) the Purchaser pursuant to which (inter alia) the Company will agree to lend money to the Purchaser to enable it to service its financial obligations under the Senior Credit Agreement and the Mezzanine Credit Agreement; and
- (e) the entry by the Company into a guarantee (the **"RBS Guarantee"**) in favour of The Royal Bank of Scotland PLC.

MUP. *N.V.* *→ J.R.*
KT
MSD

Schedules

**Financial Assistance Declaration
Section 155(6)a**

This is the document "Schedule 1", "Schedule 2" and "Schedule 3" referred to in the attached statutory declaration.

SCHEDULE 1

Names and Addresses of Directors

Martin Keith Robert Craddock of The Dairy House, St Nicholas Farm, Hurst, Berkshire RG10 0TA;

Harold Miles Warnick of Piers Court, Pyebush Lane, Beaconsfield, Buckinghamshire HP9 2RX;

Ian William Ruddick of 32 Woodend Drive, Ascot, Berkshire SL5 9BG;

Michael Brian Woodmore of 59 Terrington Hill, Marlow, Buckinghamshire SL7 2RE; and

Kate Taylor of 9 Bainton Road, Bucknell, Bicester, Oxon OX6 9LT.

SCHEDULE 2

Form of financial assistance

1. Under a senior credit agreement (the "**Senior Credit Agreement**") dated 21 July 2000 as amended and restated on 31 August 2000 and made between RHM Group One Limited (registered number 3946774) (the "**Parent**"), RHM Group Four Limited (the "**Purchaser**") as Original Borrower, the Original Guarantors (as defined therein), J.P. Morgan Securities Ltd. (as Co-ordinator and Lead Arranger), Lehman Brothers International (Europe), The Royal Bank of Scotland PLC and The Governor and Company of the Bank of Scotland (as Co-Lead Arrangers), Morgan Guaranty Trust Company of New York, Lehman Commercial Paper Inc, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland (as Original Lenders), The Royal Bank of Scotland PLC (as Issuing Bank) and Morgan Guaranty Trust Company of New York (as Facility Agent and Security Agent) (together the "**Senior Lenders**") there is provision for term facilities of £680,000,000 and a revolving credit facility of £150,000,000 (together the "**Senior Facilities**"). The Purchaser has used the Senior Facilities (which will be secured by the Company's execution of the debenture referred to below) to assist in funding its acquisition of the entire issued share capital of Ranks Hovis McDougall Limited (registered number 281728) (the "**Target**") together with that of the Target's sister companies, London Superstores Limited and TGP 182 Limited. By acceding to the Senior Credit Agreement, the Company will also give certain representations and warranties, covenants and indemnities to the Senior Lenders.
2. Under a mezzanine credit agreement (the "**Mezzanine Credit Agreement**") dated 21 July 2000 and made between the Parent, RHM Group Four Limited (the "**Purchaser**"), the Original Guarantors (as defined in the Mezzanine Credit Agreement), J.P. Morgan Securities Ltd (as Co-ordinator and Lead Arranger), Lehman Brothers International (Europe), The Royal Bank of Scotland PLC and The Governor and Company of the Bank of Scotland (as Co-Lead Arrangers), Morgan Guaranty Trust Company of New York,

[Handwritten signature]

[Handwritten signatures and initials: "nbo", "MWB", "R.V.", "ICT"]

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in black type, or
bold block lettering

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

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

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

And ~~/~~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

Angel House
Green Park
Windsor

Declarants to sign below

M. Woodmore
[Signature]
[Signature]
[Signature]
M.B. Woodmore

on

Day	Month	Year
27	07	2010

before me

[Signature]

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
37 Castle Terrace
Edinburgh
EH1 2EB

PricewaterhouseCoopers

1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
+44 (0) 20 7939 3000
Facsimile +44 (0) 20 7822 4652

The Directors
McDougalls Foods Limited
Chapel House
Liston Road
Marlow
Bucks
SL7 1TJ

27 September 2000

Dear Sirs

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

We have examined the attached statutory declaration of the directors of McDougalls Food Limited (the 'Company') dated 27 September 2000 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging liability incurred for the purpose of the acquisition of 400,000 of the ordinary shares of £0.25 each of the Company's holding company, Ranks Hovis McDougall Limited.

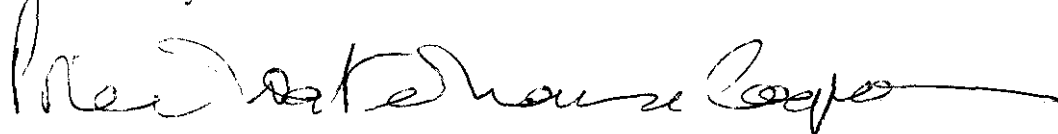
Basis of report

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

Report

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



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors