



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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00745504

Name of company

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

* RHM OVERSEAS LIMITED

* insert full name
of company

XWe Please see appendix 1 attached.

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

† delete as appropriate

~~DO NOT TYPE HERE~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever
is inappropriate

[illegible]

XXXXXXXXXXXXXXXXXXXXX \$

(c) something other than the above §

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

~~XXXXXXXX~~ [company's holding company RHM Limited (Company Number 03946774)

The assistance is for the purpose of ~~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

348,227,273 ordinary shares of 0 1 pence each

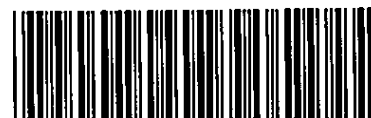
Presentor's name address and
reference (if any)
Weil Gotshal & Manges
One South Place
London
EC2M 2WG

PH 68250.0041
LO1/650077

For official Use
General Section

Post room

FRIDAY



LAHIMR01

LD4

06/07/2007

300

COMPANIES HOUSE

The assistance is to be given to (note 2) Premier Foods plc (Company no. 5160050)
whose registered office is at Premier House, Centrium Business Park, Griffiths
Way, St Albans, Hertfordshire AL1 2RE

Please do not
write in this
margin

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

The assistance will take the form of

Please see appendix 2 attached.

The person who [has acquired] ~~1000000~~ † the shares is

† delete as
appropriate

Premier Foods plc (company no 5160050), whose registered office is at Premier
House, Centrium Business Park, Griffiths Way, St. Albans, Hertfordshire AL1 2RE

The principal terms on which the assistance will be given are

Please see appendix 3 attached.

The amount of cash to be transferred to the person assisted is £ Please see appendix 4 attached.

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

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

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

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

~~X~~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~~ 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)

[illegible]

And ~~X~~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 Premier House, Centrium Business
Park, Griffiths Way,
St Albans AL1 2RE

Declarants to sign below

on

Day	Month	Year
04	07	2007

before me 12, Llanorom

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

RHM OVERSEAS LIMITED

(the "Company")

Company Number 00745504

This is Appendix 1 to the statutory declaration in Companies Form 155(6)a made by all directors of the Company in respect of the financial assistance to be given by the Company

DIRECTOR:

Paul Thomas

Nigel Crossley

ADDRESS:

Gladwyn House
5 Victoria Crescent
Sherwood
Nottingham
Nottinghamshire
NG5 4DA

Tempsford
34 Grove Road
Beaconsfield
Buckinghamshire
HP6 5LA

RJS

RHM OVERSEAS LIMITED

(the "Company")

Company Number 00745504

This is Appendix 2 to the statutory declaration in Companies Form 155(6)a made by all directors of the Company in respect of the financial assistance to be given by the Company

The financial assistance given by the Company will take the form of

- 1 confirmation by the Company to the Facility Agent and the Security Trustee that those restrictions on the guarantee, indemnity and security that it has granted under the Facilities Agreement and the Group Debenture in respect of Acquisition Debt (as provided in those documents) will no longer apply from the date of completion of the financial assistance whitewash process and the terms of the Intercreditor Agreement to which it is a party shall not be affected. The confirmation is set out in a confirmatory agreement (the **"Confirmatory Agreement"**) to be entered into by the Company and Lloyds TSB Bank plc as Facility Agent and Security Trustee,
- 2 an intercompany loan agreement (the **"Intercompany Loan Agreement"**) to be entered into between the Company and the other intercompany lenders named therein as lenders and the intercompany borrowers named therein as the borrowers pursuant to which, *inter alia*, the Company shall make loan facilities available to the intercompany borrowers,
- 3 a subordination agreement (the **"Subordination Agreement"**) to be entered into between, *inter alios*, the Company, the parties to the Intercompany Loan Agreement and the Facility Agent and Security Agent pursuant to which, *inter alia*, each party thereto agrees to regulate certain rights and claims between themselves,
- 4 an accession deed to the Premier Foods Pension Scheme Guarantee (the **"PF Pension Scheme Guarantee"**) dated 16 March 2007 pursuant to which it shall guarantee to the Premier Foods Pension Scheme Trustee the performance of the obligations of the employers participating in the Premier Foods Pension Scheme in terms of their obligations under the relevant pension scheme documentation, under any applicable law, by direction of the Pensions Regulator or otherwise,
- 5 an accession deed to the Premier Grocery Products Pension Scheme Guarantee (the **"PGP Pension Scheme Guarantee"**) dated 16 March 2007 pursuant to which it shall guarantee to the Premier Grocery Products Pension Scheme Trustee the performance of the obligations of the employers participating in the Premier Grocery Products Pension Scheme in terms of their obligations under the relevant pension scheme documentation, under any applicable law, by direction of the Pensions Regulator or otherwise,

RJS

- 6 an accession deed to the Premier Ambient Products Pension Scheme Guarantee (the “**PAP Pension Scheme Guarantee**”) dated 16 March 2007, pursuant to which it shall guarantee to each of the trustees of the Premier Ambient Products Pension Scheme (as defined therein) the performance of the obligations of the employers participating in the Premier Ambient Products Pension Scheme in terms of their obligations under the relevant pension scheme documentation, under any applicable law, by direction of the Pensions Regulator or otherwise, and
- 7 an accession to the RHM Pension Scheme Guarantee (the “**RHM Pension Scheme Guarantee**”) dated 16 March 2007 pursuant to which it shall guarantee to the RHM Pension Trustee the performance of the obligations of Premier Foods Group Limited (previously known as RHM Group Limited) (registration number 00281728) and RHM Group Services Limited (registration number 03977318) in relation to the RHM Pension Scheme in terms of their obligations under the relevant pension scheme documentation, under any applicable law, by direction of the Pensions Regulator or otherwise,

(the documents described in paragraphs 4, 5, 6 and 7 above together the “**Pension Guarantees**”)

For all other definitions see Appendix 5 attached.

RHM OVERSEAS LIMITED

(the "Company")

Company Number 00745504

This is Appendix 3 to the statutory declaration in Companies Form 155(6)a made by all directors of the Company in respect of the financial assistance to be given by the Company

The principal terms on which the financial assistance by the Company will be given are

- 1 By executing the Confirmatory Agreement, the Company confirms to the Facility Agent and the Security Trustee that those restrictions on the guarantee, indemnity and security that it has granted under the Facilities Agreement and the Group Debenture (as provided in those documents) will no longer apply from the date of completion of the financial assistance whitewash process. This will result in the Company
 - 1.1 unconditionally and irrevocably guaranteeing to the Finance Parties the due and punctual payment, performance and discharge by each Obligor of all the moneys, obligations and liabilities (whether present or future, actual or contingent) on the part of each Obligor to be paid, performed or discharged under or pursuant to the terms of each Finance Document,
 - 1.2 indemnifying the Finance Parties from time to time on demand for and against any loss incurred by it as a result of any of the guaranteed obligations becoming void, voidable or unenforceable, and the amount of the loss shall be the amount which the persons suffering the loss would otherwise have been entitled to recover, and
 - 1.3 extending its floating charge security already granted to the Security Trustee pursuant to the Group Debenture to cover all debt and liabilities of each Obligor without any limitation in connection with Acquisition Debt
- 2 By executing the Intercompany Loan Agreement the Company, *inter alia*, agrees to make available to the borrowers named therein, loan facilities the proceeds of which may be used, *inter alia*, to pay interest and other amounts on (or in respect of) or repay the principal of debt incurred under the Facilities Agreement
- 3 In consideration of the Company entering into the Intercompany Loan Agreement and the relevant Security Documents, Premier Foods plc shall provide a letter of support to the Company confirming that in the event of a working capital shortfall, Premier Foods plc would lend the Company such sums as are necessary to meet its debts as they fall due for payment
- 4 By entering into the Subordination Agreement, the Company and the other parties to the Intercompany Loan Agreement agree, *inter alia*, to regulate certain rights and claims between themselves

- 5 By entering into the accessions to each Pension Guarantee, the Company unconditionally and irrevocably guarantees to each set of trustees under the PF Pension Scheme, the PGP Pension Scheme, the PAF Pension Scheme and the RHM Pension Scheme respectively, the due and punctual payment, performance and discharge of the employers participating in such schemes in terms of their obligations under the relevant pension scheme, and indemnifying each set of such trustees from time to time on demand for and against any loss incurred by it as a result of any of the guaranteed obligations becoming void, voidable or unenforceable, and the amount of the loss shall be the amount which the persons suffering the loss would otherwise have been entitled to recover.

For all other definitions see Appendix 2 and Appendix 5 attached.

RHM OVERSEAS LIMITED

(the "Company")

Company Number 00745504

This is Appendix 4 to the statutory declaration in Companies Form 155(6)a made by all directors of the Company in respect of the financial assistance to be given by the Company

All sums from time to time due pursuant to the terms of the Intercompany Loan Agreement

For all definitions see Appendix 2.

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RHM OVERSEAS LIMITED

(the "Company")

Company Number 00745504

This is Appendix 5 to the statutory declaration in Companies Form 155(6)a made by all directors of the Company in respect of the financial assistance to be given by the Company

DEFINITIONS

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent

"Acquisition Debt" means debt obligations created in connection with financing the acquisition of the shares in the Target and made pursuant to the Facilities Agreement

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility in Clause 9.1 (*Type of Ancillary Facility*) of the Facilities Agreement and made available to a Borrower by an Ancillary Lender in accordance with the terms of the Ancillary Document

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility and which (in the case of an Affiliate of a Lender) executes an Accession Letter to accede to the Facilities Agreement

"Borrower" means an Original Borrower or an additional borrower

"Charged Assets" means, in relation to the Company, all the assets of the Company the subject of any security created by the Group Debenture

"Chargee" means Lloyds TSB Bank plc

"Event of Default" means any event or circumstance specified as such in Clause 26 (*Events of Default*) of the Facilities Agreement

"Facilities Agreement" means the £2,100,000,000 term and revolving credit facilities agreement dated 3 December 2006 (as amended on 5 December 2006 and as amended and restated by a Supplemental Agreement dated 22 December 2006 and a Supplemental Agreement dated 16 March 2007 and a Supplemental Agreement dated 29 June 2007 and as amended and restated from time to time) between, amongst others, Premier Foods plc, Premier Financing Limited and Premier Foods Limited as borrowers, certain subsidiaries of Premier foods plc as guarantors, the arrangers, facility agent, Security Trustee and the other financial institutions listed therein as original lenders and issuing bank

“Facility Agent” means Lloyds TSB Bank plc

“Fee Letter” means

- (a) any letter or letters made between the Arrangers and the Parent (or the Facility Agent and the Parent) setting out any of the fees referred to in Clause 15 (*Fees*) of the Facilities Agreement, and
- (b) any other agreement setting out fees in accordance with Clause 9.5 (*Terms of Ancillary Facilities*) of the Facilities Agreement

“Finance Party” means the Facility Agent, an Arranger, the Security Trustee, a Lender, the Issuing Bank or an Ancillary Lender

“Finance Document” means

- (a) the Facilities Agreement,
- (b) any Fee Letter,
- (c) any Accession Letter,
- (d) any Resignation Letter;
- (e) any Security Document,
- (f) any Ancillary Document;
- (g) any Hedging Agreement,
- (h) any Transfer Certificate, or
- (i) any other document designated as such by the Facility Agent and the Obligors’ Agent

“Group Debenture” means the English law group debenture dated 16 March 2007 as supplemented by a supplemental deed dated 13 April 2007 between, inter alios, the Original Guarantors and Security Trustee pursuant to which each Original Guarantor’s assets became the subject of a floating charge in favour of the Security Trustee to secure the obligations of the relevant Original Guarantor under the Finance Documents and to which the Company will continue to be a party after the execution by it of the Supplemental Group Debenture

“Guarantor” means an Original Guarantor or an additional guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors and Release of Security*) of the Facilities Agreement

“Hedging Agreement” means any agreement in agreed form entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate or foreign exchange liabilities in relation to the Term Facility

"Hedge Counterparty" means a Lender or an Affiliate of a Lender acting as a provider of interest rate or foreign exchange hedging in relation to the Term Facility and which (if an Affiliate of a Lender) executes an Accession Letter to accede to the Facilities Agreement

"Holding Company" means, in relation to a person, a holding company of such person within the meaning of section 736 of the Companies Act 1985, any parent undertaking of such person within the meaning of section 258 of the Companies Act 1985 and any Affiliate of such person which controls, directly or indirectly, such person

"Issuing Bank" means Lloyds TSB Bank plc as an issuing bank and any other Lender which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **Issuing Bank**), provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facilities Agreement, the **Issuing Bank** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

"Letters of Credit" means a letter of credit, substantially in the form set out in Schedule 10 (*Form of Letter of Credit*) to the Facilities Agreement or in any other requested by a Borrower and agreed by the Facility Agent and the Issuing Bank

"New Lender" has the meaning given to that term in Clause 27 (*Assignment and Transfers by the Lenders*) of the Facilities Agreement

"Obligor" means the Parent, a Borrower or a Guarantor

"Obligor's Agent" means Premier Foods Investments Limited

"Original Borrowers" means Premier Financing Limited and Premier Foods Investments Limited

"Original Guarantor" means Chivers Hartley Limited, HL Foods Limited, Hillsdown Ambient Food Group Limited, Premier Ambient Products (UK) Limited, Premier Financing Limited, Premier Foods Investments Limited, Premier Brands Foods Limited, Premier International Foods UK Limited, Premier Foods (Holdings) Limited, Premier Foods Investments No 1 Limited, Premier Foods Investments No 2 Limited, Premier Foods Investments No 3 Limited, Hillsdown International Limited, Hillsdown Investments Limited, Marlow Foods Holdings Limited, Marlow Foods

Limited, Premier Grocery Products Limited and Erin Foods Limited (now released as a Guarantor as of 28 May 2007)

“Original Lender” means Barclays Bank plc, Bayerische Landesbank, London Branch, BNP Paribas, Cooperative Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank international), London Branch, Lloyds TSB Bank plc and The Royal Bank of Scotland plc

“Parent” means Premier Foods plc

“Party” means a party to the Facilities Agreement

“Pension Trustee” means

- (a) the RHM Pension Trustee,
- (b) the Premier Foods Pension Scheme Trustee, or
- (c) the Premier Grocery Products Pension Scheme Trustee,

“Premier” means Premier Foods plc (registration number 5160050),

“Premier Ambient Products Pension Scheme Trustees” means Brian Carlton, Malcolm Connelly, Collin Jay, Mark Williams and Mark Davey

“Premier Foods Pension Scheme” means the occupational pension scheme known as the Premier Foods Pension Scheme which as at the date of this Deed is governed by a trust deed dated 22 December 1997 and rules adopted thereunder, in each case as subsequently amended

“Premier Foods Pension Scheme Trustee” means Premier Foods Pension Scheme Trustees Limited (registration number 2375077), the sole trustee of the Premier Foods Pension Scheme (and any replacement or successor trustee of the Premier Foods Pension Scheme)

“Premier Grocery Products Pension Scheme” means the occupational pension scheme known as the Premier Grocery Products Pension Scheme which as at the date of this Deed is governed by a definitive trust deed and rules made with effect from 6 September 1999 as subsequently amended

“Premier Grocery Products Pension Scheme Trustee” means Premier Grocery Products Pension Scheme Trustees Limited (registration number 1988412), the sole trustee of the Premier Grocery Products Pension Scheme (and any replacement or successor trustee of the Premier Grocery Products Pension Scheme)

“Premier Pension Schemes Guarantees” means all of the guarantees entered into on 16 March 2007 by each of the Original Chargers pursuant to which each Charger guarantees to each of the Premier Foods Pension Scheme Trustee and the Premier Grocery Products Pension Scheme Trustee the performance of the obligations of the employers participating in the Premier Foods Pension Scheme and the Premier Grocery Products Pension Scheme in terms of their obligations under the relevant pension scheme

“Resignation Letter” means a letter substantially in the form set out in Schedule 7 (*Forms of Resignation Letter*) to the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors’ Agent

“RHM Pension Scheme” means the pension scheme governed by a deed of amendment dated 4 December 2002 as subsequently amended

“RHM Pension Scheme Guarantee” means the guarantee entered into on 16 March 2007 by each of the Original Chargors pursuant to which each Chargor guarantees to the RHM Pension Trustee the performance of the obligations of Premier Foods Group Limited (previously known as RHM Group Limited) (registration number 00281728) and RHM Group Services Limited (registration number 03977318)

“RHM Pension Trustee” means RHM Pensions Trust Limited (registration number 00802295), the sole trustee of the RHM Pension Scheme (and any replacement or successor trustee of the RHM Pension Scheme)

“Security Document” means

- (a) the Group Debenture, and
- (b) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

“Secured Obligations” means all monies, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to the Finance Documents (including the Group Debenture), the Premier Pension Schemes Guarantees and the RHM Pension Scheme Guarantee

“Security” means a mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

“Security Trustee” means Lloyds TSB Bank plc

“Subsidiary” means

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985, and
- (b) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989

“Target ” means RHM Limited

“Term Facility” means the term loan facility made available under the Facilities Agreement as described and defined in paragraph (a) of Clause 2.1 (*The Facilities*) of the Facilities Agreement

“Transfer Certificate” means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) to the Facilities Agreement with all information required in respect of the New Lender properly completed, or such other form (if any) as may be agreed between the Facility Agent and the Obligors’ Agent

**REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF RHM
OVERSEAS LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT
1985**

We report on the attached statutory declaration of the directors dated 4 July 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that RHM Overseas Limited (the "Company") should give financial assistance for the purchase of the entire share capital of RHM Limited

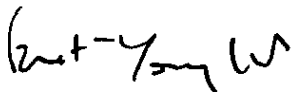
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest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

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
4 July 2007