

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

155(6)b

CHFP025

Please do not
write in this
margin

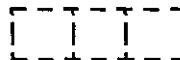
Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number



1358349

Name of company

* London Superstores Limited of Chapel House, Liston Road, Marlow, Bucks,
SL7 1TJ

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

* insert full name
of company

~~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 (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* RHM Overseas Limited

(the "Subsidiary") _____ which is

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

in [this company] [and Ranks Hovis McDougall Limited

_____ the holding company of this company.]†

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

Lovells
65 Holborn Viaduct
London
EC1A 2DY
A6/SGG/784184
57 London Chancery Lane

For official Use
General Section

Post room



LD4
COMPANIES HOUSE

LKRZCYIN

0158
27/02/01

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: 400,000 Ranks Hovis McDougall Limited
ordinary shares of £0.25p each and 100 London Superstores Limited ordinary shares of £1.00 each.

The assistance is to be given to: (note 2) RHM Limited (formerly known as RHM Group Four
Limited) of Chapel House, Liston Road, Marlow, Bucks, SL7 1TU (the
"Purchaser")

The assistance will take the form of:

See Schedule 2.

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

† delete as appropriate

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

See Schedule 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 an amount which, in any event, will not exceed the distributable profits of the company.

The amount of cash to be transferred to the person assisted is £ 40,000,000.00

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

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

~~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)

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

(Handwritten mark)

- (a) ~~X~~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)
- (b) ~~X~~It is intended to commence the winding up of this company within 12 months of that date, and ~~X~~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 ~~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

Parkwood, Wick Lane,
Englefield Green, Egham,
Surrey.

Declarants to sign below

on

Day	Month	Year
13	02	2001

(Handwritten signature: P. H. Jones)

before me *(Handwritten signature: P. H. Jones)*

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

(Handwritten signature: M. B. Woodmore)

Phillip H. Jones
Solicitor & Notary
Madeira House, Madeira Walk,
Wickham, SL4 1EU England
01753 851591

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

SCHEDULES

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

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

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

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

Paul Nigel Wilkinson of 20 Roehampton Gate, London SW15 5JS.


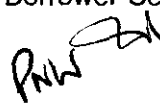
SCHEDULE 2

Form of financial assistance

1. The entry by the Subsidiary into an Issuer/Borrower Facility Agreement (the "**Issuer/Borrower Facility Agreement**") to be made between the Initial Borrowers (as defined therein, which includes the Subsidiary), the Initial Guarantors (as defined therein), RHM Foodbrands⁺ Limited (registered number 3977324) (the "**Parent**"), RHM Finance Limited (registered number 105209) (the "**Issuer**") and The Chase Manhattan Bank (the "**Borrower Security Trustee**") pursuant to which there is provision for initial term facilities of £650,000,000 (the "**Initial Term Facilities**") to be made available by the Issuer. The Initial Borrowers will use the Initial Term Facilities (which will be secured by the Subsidiary's execution of the Borrower Deed of Charge referred to below and the French Share Pledges and the Australian Share Pledge referred to below) to assist in repaying the debt incurred in connection with the acquisition of the entire issued share capital of Ranks Hovis McDougall Limited (registered number 281728), London Superstores Limited (registered number 1358349) (together the "**Targets**") and TGP 182 Limited. The Initial Borrowers may also use the proceeds of the Initial Term Facilities to assist in the payment of the costs and expenses described in the Offering Circular to be dated on or about 26 February 2001 relating to the Notes (as defined in or pursuant to the Master Definitions and Construction Schedule (as defined in or pursuant to the Issuer/Borrower Facility Agreement)) to be issued by the Issuer. By executing the Issuer/Borrower Facility Agreement, the Subsidiary will also give certain representations and warranties, covenants, indemnities and guarantees to the Issuer and to the Borrower Security Trustee.
2. The entry by the Subsidiary into a borrower deed of charge (the "**Borrower Deed of Charge**"), to be made between the Initial Chargors (as defined therein, which includes the Subsidiary), the Issuer, The Royal Bank of Scotland plc (as Working Capital Facility Provider), National Westminster Bank plc and Ulster Bank Limited (as Obligor Account Banks) and the Borrower Security Trustee as trustee for itself and each of the Borrower

Secured Creditors to secure 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 Borrower Secured Creditors (or any of them) under the Transaction Documents (or any of them) (all terms as defined in or pursuant to the Borrower Deed of Charge).

3. The entry by the Subsidiary into a borrower bank account agreement (the "**Borrower Bank Account Agreement**") to be made between the Initial Borrowers (as defined therein, which includes the Subsidiary), RHM Direct Deliveries Limited, the Borrower Security Trustee and National Westminster Bank plc and Ulster Bank Limited (as Borrower Account Banks) to provide for the netting-off of credit and debit balances of the Borrower Bank Accounts (as defined in or pursuant to the Borrower Bank Account Agreement) for the purpose of calculating both interest and principal exposure. The Subsidiary will give certain warranties, covenants and indemnities to certain other parties to the Borrower Bank Account Agreement.
4. The entry by the Subsidiary into a subscription agreement (the "**Subscription Agreement**") to be made between the Issuer, the RHM Companies (as defined therein, which includes the Subsidiary), J.P. Morgan Securities Ltd. (as Lead Manager) and the Managers (as defined therein) pursuant to which the Issuer will issue the Notes (as defined therein). By execution of the Subscription Agreement, the Subsidiary will also give certain representations and warranties, covenants and indemnities to the Managers.
5. The entry by the Subsidiary into a tax deed of covenant (the "**Tax Deed of Covenant**") to be made between the Covenantors (as defined therein), the Parent, the Financing Group Parties (as detailed in the Schedule therein, which includes the Subsidiary), The Chase Manhattan Bank (the "**Issuer Security Trustee**") and the Borrower Security Trustee (the Issuer Security Trustee and the Borrower Security Trustee together being defined as the "**Security Trustees**"). By executing the Tax Deed of Covenant, the Subsidiary will make certain representations, warranties, covenants and indemnities in relation to tax matters for the benefit of the Security Trustees to ensure that no secondary tax liabilities will be passed on to the Issuer.
6. The entry by the Subsidiary into the intra-group loan agreement (the "**Purchaser Intra-Group Loan Agreement**") to be made between RHM Limited (formerly known as RHM Group Four Limited) (the "**Purchaser**"), the companies set out in Schedule 1 therein (the "**Lenders**", which includes the Subsidiary) and RHM Group One Limited pursuant to which, inter alia, the Subsidiary will agree to lend money to the Purchaser to enable it to prepay amounts outstanding under the Senior Credit Agreement (as defined below) and the Mezzanine Credit Agreement (as defined below).
7. The entry by the Subsidiary into an inter-company loan agreement (the "**5 Division Inter-Company Loan Agreement**") between the Initial Borrowers (as defined therein, which includes the Subsidiary) under the terms of which each Initial Borrower will agree to make interest payable loans, if legal, when requested to do so by another Initial Borrower to the extent that it can do so without becoming insolvent. Given that the obligations of each of the Initial Borrowers under the Issuer/Borrower Facility Agreement are joint and several, the 5 Division Inter-Company Loan Agreement, amongst other things, enables cash to be moved from one Initial Borrower to another to ensure that the payment obligations of all of the Initial Borrowers under the Issuer/Borrower Facility Agreement may be satisfied without any Initial Borrower reducing its net assets by an amount greater than its distributable profits.
8. The entry by the Subsidiary into a working capital facility agreement (the "**Working Capital Facility Agreement**") to be made between the Parent, the WCF Obligors (as defined therein, which includes the Subsidiary), The Royal Bank of Scotland plc (as Arranger and Facility Agent), the Lenders (as defined therein) and the Borrower Security

  Lovells
~BW

Trustee pursuant to which working capital facilities of up to £95,000,000 will be made available to certain of the WCF Obligors which could be used, amongst other things, to pay interest, fees, costs and expenses incurred under the Issuer/Borrower Facility Agreement. By executing the Working Capital Facility Agreement, the Subsidiary will also give certain representations, warranties, covenants, indemnities and guarantees to the Finance Parties (as defined therein) (or any of them).

9. The entry by the Subsidiary into the French law pledges pursuant to which the Company will pledge the accounts holding the shares it owns in Société Française de Panification et de Pâtisserie Lyon S.A. and M.S. Finance S.A. (the "**French Law Pledges**").
10. The entry by the Subsidiary into a share mortgage governed by New South Wales law, pursuant to which the Mortgagor (as defined therein) will mortgage the shares it owns in Granary South Pacific Pty Limited (the "**Australian Share Pledge**").

In these Schedules, "**Senior Credit Agreement**" means the senior credit agreement originally dated 21 July 2000 as amended and restated on 31 August 2000, and as further amended by a waiver letter dated 16 October 2000 made between, inter alios RHM Group One Limited (registered number 3946774), the Purchaser (as Original Borrower), the Additional Borrowers, the Original Guarantors (each 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), the Lenders (as defined therein), The Royal Bank of Scotland plc (as Issuing Bank) and Morgan Guaranty Trust Company of New York (as Facility Agent and Security Agent) pursuant to which facilities in an aggregate principal amount of £830,000,000 were made available by the Lenders to the Purchaser and certain other group companies.


In these Schedules, "**Mezzanine Credit Agreement**" means the mezzanine credit agreement dated 21 July 2000 as amended by a waiver letter dated 16 October 2000, made between, inter alios, RHM Group One Limited, the Purchaser (as Borrower), the 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, The Governor and Company of the Bank of Scotland (as Co-Lead Arrangers), the Lenders (as defined therein) and Morgan Guaranty Trust Company of New York (as Mezzanine Agent and Security Agent), pursuant to which facilities in an aggregate principal amount of £245,000,000 were made available by the Lenders to the Purchaser.

SCHEDULE 3

The principal terms on which the financial assistance will be given

1. Pursuant to the Issuer/Borrower Facility Agreement, the Issuer will make Initial Term Advances (as defined in or pursuant to the Issuer/ Borrower Facility Agreement) to the Initial Borrowers (which includes the Subsidiary), and the Subsidiary, as well as the other Initial Borrowers, will utilise such advances for the purposes of reducing or discharging the liability incurred in connection with the acquisition of the entire issued share capital of the Targets. Pursuant to the Issuer/Borrower Facility Agreement, the Subsidiary will also give various representations and warranties, undertakings, covenants, indemnities and guarantees to the Issuer and the Borrower Security Trustee.
2. Pursuant to the guarantees contained within the Issuer/Borrower Facility Agreement, the Subsidiary will jointly and severally and irrevocably and unconditionally:



PNW 
Lovells

30

- (a) guarantee to the Issuer and the Borrower Security Trustee punctual performance by each other Obligor of all its Borrower Secured Liabilities (as defined in or pursuant to the Issuer/ Borrower Facility Agreement);
 - (b) undertakes with each Borrower Secured Creditor (as defined in or pursuant to the Issuer/Borrower Facility Agreement) that, whenever any other Obligor does not pay any of the Borrower Secured Liabilities when due, it shall immediately on demand by the Borrower Secured Trustee or, after the occurrence of a Loan Event of Default (as defined in or pursuant to the Issuer/ Borrower Facility Agreement), pay that amount as if it were the principal obligor; and
 - (c) indemnify each Borrower Secured Creditor immediately on demand against any loss or liability suffered by it if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal and the amount of the loss or liability under this indemnity will be equal to the amount each Borrower Secured Creditor would otherwise have been entitled to recover.
3. Pursuant to the Borrower Deed of Charge, the Subsidiary as primary obligor and not merely as surety, will covenant and undertake with the Borrower Security Trustee (as trustee for itself and each of the Borrower Secured Creditors) that it will pay or discharge the Borrower Secured Liabilities (as defined in or pursuant to the Borrower Deed of Charge) on the due date therefor in the manner provided in the relevant Transaction Document and observe, perform and satisfy all its other obligations and liabilities under the Transaction Documents. 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 in or pursuant to the Borrower Deed of Charge) 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 Transaction Document and itself otherwise constitutes a Borrower Secured Liability. The Subsidiary will secure its obligations as well as the obligations of the other Obligors under the Borrower Deed of Charge by way of first fixed and floating charges over all its undertakings, property and assets both present and future. The Subsidiary will also agree that it shall at its own expense execute and do all such assurances, acts and things as the Borrower Security Trustee may reasonably require for perfecting or protecting the Borrower Security (as defined in or pursuant to the Borrower Deed of Charge) over the Borrower Charged Property (as defined in or pursuant to the Borrower Deed of Charge) or any part thereof or for facilitating (if and when the Borrower Security becomes enforceable) the realisation of the Borrower Charged Property or any part thereof and in exercise of all powers, authorities and discretions vested in the Borrower Security Trustee or any Receiver (as defined in or pursuant to the Borrower Deed of Charge) of any Borrower Charged Property or any part thereof or in any of their delegates or sub-delegates. The Subsidiary will agree in particular to execute all transfers, conveyances, assignments and assurances of such property whether to the Borrower Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Borrower Security Trustee may reasonably think expedient. The Subsidiary shall also agree to give those further assurances set out in clause 20(b)-(i) inclusive of the Borrower Deed of Charge.
4. Pursuant to the Borrower Bank Account Agreement, the Subsidiary will agree to allow the Borrower Account Banks to net-off credit and debit balances of the Borrower Bank Accounts (as defined in or pursuant to the Borrower Bank Account Agreement) for the purpose of calculating both interest and principal exposure. Pursuant to the Borrower Bank Account Agreement, the Subsidiary will give various warranties, covenants and indemnities to certain parties to the Borrower Bank Account Agreement. The Subsidiary will also agree to co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by the Borrower Bank Account Agreement.

5. Pursuant to the Subscription Agreement, the Subsidiary will give various representations and warranties, undertakings, covenants and indemnities to the Managers, including undertaking (inter alia) to indemnify the Managers or any Relevant Party (as defined therein) from and against any loss, liability, cost, claim, damages, expenses (included but not limited to legal costs and expenses reasonably incurred) or demand which arises out of, in relation to or in connection with any breach or alleged breach of any of the representations, warranties, undertakings and agreements contained in the Subscription Agreement.
6. Pursuant to the Tax Deed of Covenant, the Subsidiary will give certain representations, warranties, covenants and indemnities to the Security Trustees in relation to tax matters for the benefit of the Security Trustees to ensure that no secondary tax liabilities will be passed on to the Issuer.
7. Pursuant to the Purchaser Intra-Group Loan Agreement, the Subsidiary as a Lender will undertake to the Purchaser that it will provide to the Purchaser an interest free loan facility in the maximum aggregate principal amount of up to the amount set out opposite its name in Schedule 1 therein or such lesser amount as the Subsidiary is actually able to lend upon the terms and conditions set out in the Purchaser Intra-Group Loan Agreement. Sums drawn down by the Purchaser under the Purchaser Intra-Group Loan Agreement are to be used (inter alia) to prepay sums outstanding under the Senior Credit Agreement and Mezzanine Credit Agreement. Sums outstanding under the Purchaser Intra-Group Loan Agreement will be repayable forthwith on demand by a Lender made at any time after the Secured Debt Discharge Date (as defined therein).
8. Pursuant to the 5 Division Inter-Company Loan Agreement, the Subsidiary agrees to lend money to any of the other Initial Borrowers to ensure that none of them reduce their net assets by an amount greater than their distributable profits in order to service their payment obligations under the Issuer/Borrower Facility Agreement.
9. Pursuant to the Working Capital Facility Agreement, the Lenders will make working capital facilities available to the WCF Borrowers (as defined therein). Pursuant to the Working Capital Facility Agreement, the Subsidiary will give various representations and warranties, undertakings, covenants, indemnities and guarantees to each Finance Party (as defined therein) (or any of them).
10. Pursuant to the guarantees contained within the Working Capital Facility Agreement, the Subsidiary will jointly and severally and irrevocably and unconditionally:
 - (a) guarantee to each Finance Party punctual performance by each WCF Obligor of all that WCF Obligor's obligations under the Finance Documents (as defined in the Working Capital Facility Agreement);
 - (b) undertake with each Finance Party that whenever a WCF Obligor does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it was the principal obligor; and
 - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if the guarantee given under paragraph 18.1(a) (*Guarantee and Indemnity*) of the Working Capital Facility Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal.
11. Pursuant to the French Law Pledges, the Subsidiary will pledge its shareholdings in Société Française de Panification et de Pâtisserie Lyon S.A. and M.S. Finance S.A.
12. Pursuant to the Australian Share Pledge, the Subsidiary will pledge its shareholdings in Granary South Pacific Pty Limited.

  Lovells 

PricewaterhouseCoopers

1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
+44 (0) 20 7939 3000
Facsimile +44 (0) 20 7822 4652
Direct Phone 020 7213 5316
Direct Fax 020 7213 1794

The Directors
London Superstores Limited
Chapel House
Liston Road
Marlow
BUCKS
SL7 1TJ

13 February 2001

Dear Sirs

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

We have examined the attached statutory declaration of the directors of London Superstores Limited (the "Company") dated 13 February 2001 in connection with the proposal that the Company's subsidiary undertaking, RHM Overseas Limited, (the "Subsidiary") should give financial assistance for the purpose of reducing or discharging liability incurred for the purpose of the acquisition of 100 ordinary shares of £1.00 each of the Company and 400,000 ordinary shares of £0.25 each of Ranks Hovis McDougall Limited, the Subsidiary's other holding company.

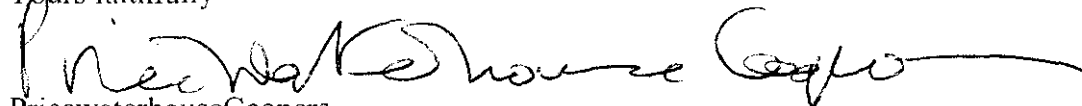
Basis of report

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