

G

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

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

For official use

01529002,

Name of company

* The Big Food Group Limited

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

* insert full name
of company

I/We ☐ See Rider 1

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

† delete as
appropriate

~~XXXXXXXXXX~~ [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 person authorised under section 1 of the Insurance Companies Act 1982 to carry
insurance business in the United Kingdom~~
- (b) ~~that of a person authorised under section 1 of the Insurance Companies Act 1982 to carry
insurance business in the United Kingdom~~
- (c) something other than the above§

This company is [the] ☒ holding company of* Iceland Overseas Limited

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

in [this company] [_____
_____ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~this holding company or its company~~]

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

Allen & Overy LLP
One New Change
London EC4M 9QQ

DF/AAAW/70356-00040

DX 73

For official Use
General Section

Post room



A33
COMPANIES HOUSE



0292
05/03/05

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: See Rider 2

The assistance is to be given to: (note 2) See Rider 2

The assistance will take the form of:

See Rider 3

The person who [has acquired] ~~will acquire~~ the shares is:
See Rider 2

† delete as appropriate

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

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 See Rider 5

The amount of cash to be transferred to the person assisted is £ See Rider 5

The value of any asset to be transferred to the person assisted is £ See Rider 5

The date on which the assistance is to be given is See Rider 6

**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)

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

(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)

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

Declarants to sign below

One New Change, London

Day Month Year
on 2/5 02 2005

before me

AT JUVNETT

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

RIDER 1

Booker Directors

Gunnar Sigurdsson
24 Kelsall Mews
Richmond
TW9 4BP

Hans Kristian Hustad
Nygaards Alle 5
Oslo
Norway 0871

Jon Asgeir Johannesson
Laufasvegur 69
101 Reykjavik
Iceland

RIDER 2

Acquisition of The Big Food Group Limited

(a) The number and class of shares acquired is:

350,267,250 ordinary shares

(b) The assistance is to be given to:

Giant Bidco Limited (No. 5310162)

(c) The person who has acquired the shares is:

Giant Bidco Limited (No. 5310162)

RIDER 3

THE BACKGROUND TO THE FINANCIAL ASSISTANCE IS AS FOLLOWS:

1. **Certain defined terms**

The terms listed below have the following meanings when used in this Form:

Acquisition Purposes	The application by Giant Bidco of amounts in or towards: (a) the consideration payable by Giant Bidco for the Shares (as defined in the Senior Facilities Agreement) being acquired by Giant Bidco pursuant to the Scheme, or the consideration payable as a result of exercise of any Option (as defined in the Senior Facilities Agreement); and/or (b) the fees, costs, stamp duty and expenses associated with the Scheme.
Baugur	Baugur Group hf
Bejam Group	Bejam Group Limited
BF	BF Limited
BFG	The Big Food Group Limited
BFG Pension Deed	The agreement to be entered into between BFG and BFG Pensions
BFG Pensions	Big Food Group Pensions Limited
BG	BG Holding ehf
Bidco Structural Intra-Group Loans	The loans of the amounts stated as such in the Transaction Funds Flow to be made by Giant Topco to Giant Midco, by Giant Topco to Giant Bidco and by Giant Midco to Giant Bidco
Bond Trustee	The Bank of New York
Booker	Booker Limited
Booker Cash and Carry	Booker Cash and Carry Limited
Booker Retained Group	The Group following the occurrence of the Ice Acquisition
Booker Retained Whitewash Companies	BFG BF Booker Booker Cash & Carry

	Giant Booker Limited
	Linfood Properties
	Fitch Lovell Limited
	Booker US Limited
	Booker Mariculture US Limited
	Booker Mariculture UK Limited
	Woodward Foodservice
	Deep Freeze Supplies
BoS	The Governor and Company of the Bank of Scotland
Burdaras	Burdaras hf
Burgundy	Burgundy Limited
Deep Freeze Supplies	Deep Freeze Supplies Limited
Giant Acquisition	As defined in paragraph 2
Giant Banking Documents	As defined in paragraph 3
Giant Banking Facilities	The facilities provided under the Giant Banking Documents
Giant Banks	Kaupthing, BoS and Landsbanki as providers of the Giant Banking Facilities
Giant Bidco Investors	The Lead Investors and the Co-Investors (each defined in the Giant Investment Agreement)
Giant Booker	Giant Booker Limited
Giant Bridge Facility	The facility provided under the Giant Bridge Facility Agreement
Giant Bridge Facility Agreement	As defined in paragraph 3
Giant Investment Agreement	The subscription and shareholders agreement dated 17 December 2004 between Giant Bidco and the Giant Bidco Investors, (as amended)
Giant Investment Documents	The Giant Investment Agreement, and the Articles of Association, the Loan Stock Instrument and the DDB Instrument (each as defined in the Giant Investment Agreement)
Ice Acquisition	The acquisition by Iceco of the shares in each of the Ice Sale Companies
Ice Sale	The sale of the shares in each of the Ice Sale Companies
Ice Sale Companies	Iceland Foods International Trading & Exports Ltd

	Burgundy
	Bejam Group
	Iceland (Nominees) Limited
	Bejam Freezer Food Centres Limited
	Innova Park Limited
	EMB Limited
	First Retail Properties Limited
Ice Sale Proceeds	The proceeds of the Ice Sale
Ice Sale Proceeds Documents	As defined in paragraph 12
Ice Sale Whitewash Companies	Iceland Foods
	International Trading & Exports Ltd
	Burgundy
	Bejam Group
	Iceland Foodstores Ltd
	Iceland Overseas Ltd
	Iceland Foods (Ireland)
	Iceland (Nominees) Limited
Ice Settlement Deed	The deed between among others BF and Giant Bidco setting out the terms on which the Ice Sale Proceeds are upstreamed
Icebox Midco	Icebox Midco Limited
Iceco	Ice Acquisitions Limited
Iceco Facilities	The facilities under the Iceco Facilities Agreements
Iceco Facilities Agreements	The Iceco Senior Facilities Agreement, the Iceco Senior Mezzanine Facility Agreement and the Iceco Junior Mezzanine Facility Agreement
Iceco Facilities Banks	Kaupthing, BoS and Landsbanki as providers of the Iceco Facilities
Iceco Investment Agreement	The shareholders agreement dated 17 December 2004 between Iceco Parent and the Iceco Investors (as amended)
Iceco Investors	The parties defined as Investors in the Iceco Investment Agreement
Iceco Parent	Icebox Holdings Limited
Iceco Procurement Deed	As defined in paragraph 11
Iceco Sale Agreement	As defined in paragraph 11

Iceco Senior Facilities Agreement	The senior facility agreement dated 17 December 2004 dated between among others Iceco and the Iceco Facilities Banks (as amended)
Iceco Junior Mezzanine Facility Agreement	The junior mezzanine facility agreement dated 17 December 2004 between, among others, Iceco and the Iceco Facilities Banks (as amended)
Iceco Senior Mezzanine Facility Agreement	The senior mezzanine facility agreement dated 17 December 2004 between, among others, Iceco and the Iceco Facilities Banks (as amended)
Iceco Vendor	BF
Iceland Foods	Iceland Foods Limited
Iceland Foods (Ireland)	Iceland Foods (Ireland) Limited
Kaupthing	Kaupthing Bank hf
Landsbanki	Landsbanki Islands hf
Linfood Cash and Carry	Linfood Cash and Carry Limited
Linfood Properties	Linfood Properties Limited
Pension Deed	The pension agreement between BFG Pensions and Giant Topco dated 17 December 2004
Propco	Giant Property Consortium Limited
Propco Facility	The term loan facility provided under the Propco Facility Agreement
Propco Facility Agreement	The facility agreement dated 17 December 2004 between, amongst others, Propco and the Propco Facility Bank
Propco Facility Bank	BoS as provider of the Propco Facilities
Propco Investment Agreement	The joint venture agreement dated 17 December 2004 between Propco and the Propco Investors as amended
Propco Investors	The parties to the Propco Investment Agreement (other than Propco)
Propco Leasebacks	As defined in paragraph 9
Propco Option Agreements	As defined in paragraph 9
Propco Procurement Deed	As defined in paragraph 9
Propco SLB Documents	As defined in paragraph 9
Propco SLB Proceeds Documents	As defined in paragraph 10
Propco Vendors	Booker Cash & Carry Linfood Properties Linfood Cash & Carry

	Woodward Foodservice Deep Freeze Supplies Iceland Foods Burgundy Bejam Group Iceland Foods (Ireland)
Senior Facilities Agreement	As defined in paragraph 3
Senior Facilities	The facilities provided under the Senior Facilities Agreement
SLB Proceeds Upstreaming Deed	The agreement between among others Giant Bidco and the Propco Vendors setting out the terms on which the proceeds of the Propco Leasebacks are upstreamed
Target Bridge Banks	Kaupthing, BoS and Landsbanki as providers of the Target Bridge Facility
Target Bridge Facility	The facility provided under the Target Bridge Facility Agreement
Target Bridge Facility Agreement	As defined in paragraph 3
Transaction Funds Flow	The most recent funds flow statement provided by KPMG showing all payments required to implement all the Transactions
Woodward Foodservice	Woodward Foodservice Limited

2. The Scheme, the Giant Acquisition and the Ice Acquisitions

- (a) BFG has approved the entry into of various documents in connection with the scheme of arrangement under section 425 of the Companies Act 1985 (the **Scheme**) pursuant to which Giant Bidco Limited (**Giant Bidco**) became the holder of the entire issued share capital of BFG (the **Giant Acquisition**).
- (b) The relevant court order had been made on 10 February 2005 and the relevant filings and certificates had been made and issued by Companies House that morning and that therefore the Scheme became effective on 11 February 2005 (the **Effective Date**).
- (c) As a result BFG and its subsidiaries, (the **Subsidiaries**) now formed part of an enlarged group including Giant Bidco as the new holding company, Giant Midco Limited (**Giant Midco**) as the immediate parent of Giant Bidco and Giant Topco Limited as the ultimate parent company (**Giant Topco**) (together the **Group** and each a **Group Company**).
- (d) The Scheme having become effective, Giant Bidco has become obliged to pay cash consideration to the existing shareholders and optionholders of BFG in respect of the cancellation of their existing shares and options, and to bear certain related costs.
- (e) To assist the financing of the purposes set out in (d) above:

- (i) the Giant Bidco Investors have agreed to subscribe for equity in Giant Topco or loan notes or deep discount bonds in Giant Midco respectively in accordance with the Giant Investment Documents; and
 - (ii) the Giant Banks have agreed on a certain funds basis and as set out in the Giant Banking Documents to make available to Giant Bidco the Giant Banking Facilities.
- (f) As a result of the occurrence of the Effective Date of the Scheme, BFG and BF will be required to refinance the Target Group Refinanced Financial Indebtedness (as defined in the Target Bridge Facility Agreement), but referred to herein as the **Take Out Debt**.
- (g) To assist BFG and BF in the financing of the purposes set out in (f) above, and as set out in the Target Bridge Facility Agreement and the Senior Facilities Agreement, the Target Bridge Banks and the Giant Banks have agreed with Giant Bidco and (subject to their accession to the Interconditionality Deed and to the Target Bridge Facility Agreement and the Senior Facilities Agreement) the Target Bridge Borrowers on a certain funds basis to make available the Target Bridge Facility and Facility B of the Senior Facilities.
- (h) The Target Bridge Facility and the Giant Bridge Facility are available on a short-term six month bridging basis and, in order to refinance these prior to their maturity, Giant Bidco as the Procuring Vendor under the Propco Procurement Deed and Giant Topco as the Procuring Vendor under the Iceco Procurement Deed have entered into the conditional agreements referred to in (f) and (h) with (among others) Propco and Iceco (respectively), under which (subject to their accession to the Interconditionality Deed) the Propco Vendors and the Iceco Vendor respectively would enter into and (subject as set out below) complete certain sale transactions and use the proceeds of sale to repay inter alia the Target Bridge Facility and the Giant Bridge Facility.
- (i) The Propco Procurement Deed has been entered into between Giant Bidco as the Procuring Vendor and Propco and requires that Giant Bidco shall procure that the Propco Vendors shall and that Propco itself shall execute the Propco Option Agreements subject only to the occurrence of the Effective Date above and the receipt of certain equity funds and also subject to refinancing of the Take Out Debt. Once entered into, the Propco Option Agreements will provide for the Propco Vendors to sell, and Propco to purchase, the Properties (as defined in the Propco Option Agreements) all on terms that each such Property will be leased back to the Propco Vendors, all on the terms set out in the Propco SLB Documents (the **Propco Transaction**).
- (j) To assist the financing of the purposes set out in (i) above:
 - (iii) the Propco Investors have agreed to subscribe for equity and other shares in and make shareholder loans to, Propco in accordance with the Propco Investment Agreement; and
 - (iv) the Propco Facility Banks have agreed with Propco on a certain funds basis and as set out in the Propco Facility Agreement to make available to Propco the Propco Facility.
 - (v) Giant Bidco had agreed to pay an inducement fee of £9 million to Propco (the **Propco Inducement Fee**) and subscribe for a deferred share in Propco for an agreed price and had raised a facility of that amount from BoS made available as part of Facility A of the Senior Facilities (the **Daylight Facility**).
- (k) the Iceco Procurement Deed has been entered into between Giant Topco as the Procuring Vendor and Iceco Parent and requires that they shall procure and that Giant Bidco and BF (in such capacity the Iceco Vendor) and Iceco respectively execute the Iceco Sale Agreement subject only to the occurrence of the Effective Date, the completion of the refinancing referred to at (g) above, the completion of the Propco Transaction referred to at (i) above, the receipt of certain equity funds.

Once entered into, the Iceco Sale Agreement will provide for the Iceco Vendor to sell, and Iceco to purchase, the Ice Sale Companies all on the terms set out in the Iceco Sale Agreement.

- (l) To assist the financing of the purposes set out in paragraph (k) above:
 - (i) the Iceco Investors have agreed to subscribe for equity and make shareholder loans to Iceco Parent and Iceco Intermediate Parent respectively in accordance with the Iceco Investment Agreement; and
 - (ii) the Iceco Facility Banks have agreed with Iceco on a certain funds basis and as set out in the Iceco Facilities Agreements to make available the Ice Facilities.
- (m) The proceeds of sale received under the Propco SLB Documents and the Ice Sale Agreements referred to in (i) and (k) above will be applied towards payment of the Propco Inducement Fee, repaying obligations under the Target Bridge Facility, the Daylight Facility, the Giant Bridge Facility and/or the Senior Facilities and/or towards funding the Acquisition Purposes and/or towards payment of initial rent due under the Propco SLB Documents.

3. **Giant Banking Documents**

The following documents (the **Giant Banking Documents**) have been (or will be) entered into relating to the debt financing of the Giant Acquisition:

- (a) The following facilities agreements:
 - (i) a senior term and revolving facilities agreement dated 17th December, 2004 and made between, amongst others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein) (as amended) (the **Senior Facilities Agreement**);
 - (ii) a mezzanine facility agreement dated 17th December, 2004 between, among others, Giant Bidco and BoS as Mezzanine Agent and Security Trustee (as such terms are defined therein) (as amended) (the **Mezzanine Facility Agreement**);
 - (iii) a senior wood bridge facility agreement dated 17th December, 2004 relating to the Wood disposal made between, amongst others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein), (as amended) (the **Senior Wood Bridge Facility Agreement**);
 - (iv) a senior bidco bridge facility agreement dated 17th December, 2004 made between, amongst others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein), (as amended) (the **Giant Bridge Facility Agreement**); and
 - (v) a senior target bridge facility agreement dated 17th December, 2004 made between, among others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein), (as amended) (the **Target Bridge Facility Agreement**).

((i) – (v) above being the **Facilities Agreement**)
- (b) the following finance documents:
 - (i) a debenture granted by among others, Giant Topco, Giant Midco and Giant Bidco in favour of BoS as Security Agent (the **Debenture**);
 - (ii) an intercreditor agreement dated 17th December, 2004 (the **Intercreditor Agreement**) between, inter alia, BoS, Giant Topco and Giant Bidco;

- (iii) the Fees Letter (as defined in the Senior Facilities Agreement);
 - (iv) the Hedging Strategy Letter (as defined in the Senior Facilities Agreement); and
 - (v) a syndication letter from BoS to Giant Bidco and Giant Topco.
- (c) the following ancillary documents:
- (i) an ancillary facility letter (the **Ancillary Facility Letter**); and
 - (ii) a counter-indemnity granted by Giant Bidco pursuant to the Ancillary Facility Letter.

4. **Ice Sale Documents**

The following documents relating to the sale transactions described at paragraph 2(k) above (the **Iceco Transaction**) have or will be entered into:

- (a) the deed in respect of the Ice Sale between Giant Bidco as the Procuring Vendor, Iceco and Iceco Parent (the **Iceco Procurement Deed**); and
- (b) the agreement to be entered into between BF and Iceco, upon completion of the Iceco Procurement Deed, in respect of the Ice Sale (the **Iceco Sale Agreement** and together with the Iceco Procurement Deed, the **Ice Sale Documents**).

THE ASSISTANCE WILL TAKE THE FORM OF:

5. **General**

An accession letter (the **Interconditionality Accession Deed**) to a document dated 17 December 2004 between among others Giant Topco, Giant Midco, Giant Bidco, Burduras, BoS, Kaupthing and Propco and referred to as the Global Interconditionality Deed (the **Interconditionality Deed**).

6. **Propco SLB Documents**

The following documents relating to the sale and leaseback transactions described in paragraph 2(i) above (the **Propco Transaction**):

- (d) the deed entitled Master Property Agreement dated 17 December 2004 between Giant Bidco as the Procuring Vendor and Propco, as amended (the **Propco Procurement Deed**);
- (e) the agreed form of leases to be entered into by the relevant parties on exercise of the Propco Option Agreements, (the **Propco Leasebacks**);
- (f) the agreed form of Put and Call Options to be entered into pursuant to the Propco Procurement Deed (the **Propco Option Agreements** and together with the Propco Leasebacks, the **Propco SLB Documents**);
- (g) the agreed form of option exercise notice.

7. **Propco SLB Proceeds Documents**

The following documentation to implement all repayments and loans and corporate transactions required to achieve repayment of the Target Bridge Facility and the Senior Facilities out of the gross proceeds received under the Propco SLB Documents (the **Propco SLB Proceeds Documents**):

- (h) the SLB Proceeds Upstreaming Deed; and

- (i) form of payment instruction letter to Propco as provided for under the SLB Proceeds Upstreaming Deed.

8. Ice Sale Proceeds Documents

The Ice Settlement Deed and a payment instruction letter to be issued in connection with the payments to be made by the purchaser under the Iceco Sale Agreement and Ice Settlement Deed (together, the **Ice Sale Proceeds Documents**), being the documents required to implement all repayments, loans and novations and other corporate transactions to apply the proceeds of the Ice Sale towards repayment of the balance of the Target Bridge Facility, the Giant Bridge Facility and/or the Senior Facilities and/or towards funding the Acquisition Purposes.

RIDER 4

THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN ARE:

9. Interconditionality Accession Deed

The Interconditionality Accession Deed represents the terms and conditions upon which BFG, BF and the Propco Vendors accede to the Interconditionality Deed, give their assent to such provisions, to note the terms and to agree to the arrangements thereunder and accordingly would among other things agree to comply with certain conditions relating to the implementation of the Giant Acquisition, the Iceco Transaction, the Propco Transaction and the refinancing of BFG and BF.

10. Propco SLB Documents

Under the terms of the Propco Procurement Deed, Giant Bidco procured that, conditional on certain events occurring, the Propco Vendors will enter into the Propco Option Agreements, which, if exercised, will require a transfer of certain property assets to Propco. Upon the transfer of those property assets, the Propco Leases will be entered into by the Propco Vendors and the future occupation of the Propco Vendors of the transferred property assets would be subject to the terms of the Propco Leases.

11. Propco SLB Proceeds Documents

Upon completion of the Propco Leasebacks, the proceeds received by the Propco Vendors would be upstreamed to Giant Bidco in accordance with the terms of the Propco SLB Proceeds Documents.

12. Ice Sale Proceeds Documents

Upon payment being received by Giant Bidco under the Iceco Sale Agreement, pursuant to the Ice Settlement Deed, loans would be created between Giant Bidco on the one hand and BF and other members of the Booker Retained Group on the other hand, in relation to payments received by Giant Bidco on their behalf and applied in repayment of facilities advanced pursuant to the Facilities Agreements. Liabilities for certain sums owed by Giant Bidco to certain Iceland Companies (as defined in the Ice Settlement Deed) under the SLB Proceeds Upstreaming Deed would also be novated to Iceco.

RIDER 5

The amount of cash to be transferred to the person assisted is any amounts transferred pursuant to the Propco SLB Proceeds Documents.

The value of any asset to be transferred to the person assisted is the value of the properties of the Propco Vendors to be sold pursuant to the Propco SLB Documents.

RIDER 6

The date on which the assistance is to be given is within 8 weeks from the date of this declaration.



KPMG LLP
8 Salisbury Square
London EC4Y 8BB
United Kingdom

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Fax +44 (0) 20 7311 3311
DX 38050 Blackfriars

Private & confidential

The Directors
The Big Food Group Limited (formerly The
Big Food Group plc)
(Registered No 01529002)
Second Avenue
Deeside Industrial Park, Deeside
Clwyd, CH5 2NW

Our ref ajp/sh

Contact Andy Pyle
0121 232 3603

25 February 2005

Dear Sirs

**Auditors' report to the directors of The Big Food Group Limited ('the Company')
pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 25 February 2005 in connection with the proposal that the subsidiaries detailed on the attached appendix, of which the Company is a holding company, should give financial assistance for reducing or discharging a liability incurred for the purchase of 100% of the Company's ordinary share capital.

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 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
Registered Auditor

Appendix 1

Bidco subsidiaries

BF Limited
Giant Booker Limited (formerly Booker plc)
Booker Cash & Carry Limited
Linfood Cash & Carry Limited
Linfood Properties Limited
Fitch Lovell Limited
Booker US Limited
Booker Mariculture US Limited
Booker Mariculture UK Limited
Woodward Foodservice Limited
Deep Freeze Supplies Limited
Booker Limited
Expert Group Limited
Expert Group (No. 2) Limited

Ice subsidiaries

Iceland Foods Limited (formerly Iceland Foods plc)
Iceland Foodstores Limited
Burgundy Limited
Bejam Group Limited (formerly Bejam Group plc)
Iceland Overseas Limited
Iceland (Nominees) Limited
International Trading & Exports Limited