

UNITED BISCUITS (UK) LIMITED
Company Number 2506007
(the "Company")

**Written resolution of the Company pursuant to
section 381A of the Companies Act 1985**

We, being all the members of the Company who at the date of this resolution would be entitled to attend and vote at a general meeting of the Company, HEREBY PASS the following resolutions as written resolutions of the Company and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as Special Resolutions at a general meeting of the Company duly convened and held.

SPECIAL RESOLUTIONS

- 1.1 THAT subject to compliance with Companies Act 1985 (the "**Act**") sections 155-158 the terms of, the arrangements contemplated by, and the execution, delivery and performance by the Company's subsidiary, The Jacob's Bakery Limited ("**Jacobs**") of:
- 1.1.1 an accession agreement under which Jacobs would accede to the terms of an existing £682,400,000 facility agreement (the "**Facility**") made between, amongst others, the Company's holding company, United Biscuits Group (Investments) Limited (the "**Parent**") (1), Finalrealm Limited ("**Finalrealm**") (2) and Deutsche Bank AG London ("**Deutsche**") as arranger, original bank, agent and security agent (3) originally dated 14 December 1999, as amended and restated from time to time including pursuant to a seventh supplemental agreement dated 23 September 2004 (the "**Facility Agreement**"):
- (a) the purpose of which included (i) making funds available to refinance the funding of the acquisition by Finalrealm of the shares in United Biscuits (Holdings) Limited and to finance the acquisition by the Company of Jacobs (the "**Acquisitions**"), (ii) any costs and expenses incurred in connection with the Acquisitions, (iii) enabling the discharge of any amounts outstanding by way of principal or interest pursuant to any debt obligations incurred for the purpose of the Acquisitions, and (iv) providing working capital for the Parent and its subsidiaries (including the Company); and
- (b) under which Jacobs will, inter alia:
- (i) guarantee as principal obligor the due and punctual performance by each relevant obligor of all obligations under the Facility Agreement and the other finance and security documents referred to therein (the "**Finance Documents**") and the due and punctual payment by each relevant obligor of all indebtedness owed or owing to the Finance Parties (as hereinafter defined) under or in connection with the Finance Documents as and when it becomes due (including sums paid in connection with the Acquisitions);



- (ii) undertake that it will on demand upon a default in the payment of any indebtedness referred to in paragraph 1.1.1(b)(i) pay such sum; and
- (iii) undertake to indemnify each Finance Party on demand against all losses, damages, costs and expenses incurred by such Finance Parties arising from any failure by a relevant obligor to comply with any of its obligations under the Finance Documents (the “**Guaranteed Obligations**”),

(where a reference to a Finance Document is a reference to that Finance Document as amended and restated from time to time, and where the original banks and those institutions from time to time participating in the Facility and with the other finance parties referred to therein being together referred to as the “**Finance Parties**”);

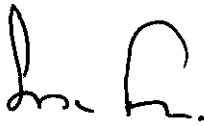
- 1.1.2 an accession deed under which Jacobs would accede to an intercreditor deed dated 28 April 2000, as amended, restated and supplemented on 17 April 2001 and on 1 March 2004 by, amongst others, the Parent and others (1) and Detusche as Security Agent (2) under which Jacobs would acknowledge the priorities, rights and obligations recorded in the intercreditor deed;
- 1.1.3 a debenture to be entered into between, inter alios, Jacobs (1) and Deutsche (2) pursuant to which Jacobs would, inter alia, covenant to pay and discharge the Guaranteed Obligations on the due date and, by way of security for the same, create a legal mortgage and fixed and floating charges over substantially all its assets and undertaking;
- 1.1.4 a share pledge agreement to be entered into between Jacobs (1) and Deutsche (2), pursuant to which Jacobs would covenant to pay and discharge the Guaranteed Obligations on the due date and create a pledge over its shareholding in W & R Jacob & Co (Northern Ireland) Limited by way of security for the same; and
- 1.1.5 an inter-company loan agreement to be entered into between Jacobs (1) and the Company (2), pursuant to which Jacobs would agree to make available a revolving credit facility of up to £952,790,500 in aggregate to the Company,

(together the “**Assistance Documents**”) be and are hereby approved.

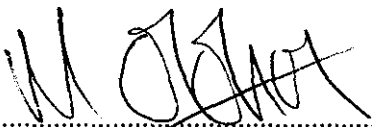
- 2 THAT, subject to compliance with sections 155-158 of the Act, the giving of financial assistance, for the purposes of sections 151 and 152 of the Act, by Jacobs as set out in the Statutory Declarations sworn on the date hereof by the directors of the Company and Jacobs and the associated reports of the auditors of the Company and Jacobs (which were provided to the shareholders prior to or at the same time as this written resolution was presented to the shareholders for signature) be and is hereby approved.
- 3 THAT the giving of financial assistance by Jacobs for the purposes of sections 151 and 152 of the Act by the execution of, and the subsequent exercise of rights under, the Assistance Documents, be and is hereby approved.
- 4 THAT (save as already approved above) the terms of, and the transactions contemplated by, the Assistance Documents to which Jacobs is a party be and are

hereby approved and THAT the execution and performance of the Assistance Documents is in the best interests of Jacobs.

- 5 THAT (save as already approved above) the terms of the Inter-Company Loan Agreement be and are hereby approved and THAT the execution and performance of the Inter-Company Loan Agreement by the Company be and is in the best interests of the Company.
- 6 THAT these resolutions shall have effect notwithstanding any provision of the Company's articles of association.



.....
on behalf of McVitie & Price Limited



.....
on behalf of UB Investments Public Limited Company

Dated: 7 October 2004

Note: The Company's auditors have been sent a copy of these resolutions in accordance with Section 381B of the Companies Act 1985.