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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

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

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

* insert full name
of company

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

† delete as
appropriate

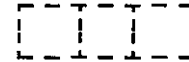
§ delete whichever
is inappropriate

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

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

For official use

Company number



2600072

Name of company

* BELLEVIEW LIMITED

†/We § Upendra Surendranath Trivedi of 19 Mardale Drive, Kingsbury, London
NW9 ORX and Subramanian Krishnakumar of 3 Langley Avenue, Alperton,
Wembley, Middlesex, HAO ING

~~the sole director~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

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] [x] holding company of* Whistlestop Foods Limited
(Registered number 2618538) ("Whistlestop") which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [

~~the holding company of this company.]†~~

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

Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

LDE 58 London/Chancery Lane
B.239-9/RAH/1556B1

For official Use
General Section

Post room



KLO
COMPANIES HOUSE

K3FUDN32

0301
13/01/00

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: 234,521 Ordinary Shares of
£1.00 each

The assistance is to be given to: (note 2) BELLEVIEW HOLDINGS LIMITED
(Registered number 03849757) whose registered office is at 1st Floor, South
Victoria Station House, 191 Victoria Street, London
SW1E 5NE

The assistance will take the form of:

By way of security for all obligations of Whistlestop and the companies referred to below (including those obligations incurred by Belleview Holdings Limited in connection with the acquisition of shares in this Company) to Barclays Bank plc (the "Bank") Whistlestop will enter into:

(a) a guarantee and debenture (the "Guarantee and Debenture") containing first fixed (where appropriate by way of legal mortgage) and floating charges over all the undertaking property and assets of Whistlestop and an unlimited guarantee (the "Guarantee") by Whistlestop of all moneys and liabilities which shall be due owing or incurred by Belleview Holdings Limited (registered number 03849757), this Company, Whistlestop Airports Limited (registered number 3764283) and Whistlestop Operators Limited (registered number 3735199) (together the "Principals"); and

(b) an unlimited guarantee (the "Second Guarantee") of all monies and liabilities which shall be due owing or incurred by the Principals; and

(c) a composite accounting agreement ("CAA").

The person who [has acquired] ~~[will acquire]~~† the shares is:
BELLEVIEW HOLDINGS LIMITED (Registered number 03849757)

† delete as
appropriate

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

See Exhibit A

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

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

Please do not
write in this
margin

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

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

The date on which the assistance is to be given is 6 January 2000

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)

(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 I/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 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 110 Cannon Street London
EC4N 6AR

Declarants to sign below

the 6 day of January
one thousand nine hundred and 2000

before me Rebecca Coombes

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
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

**Declaration in relation to assistance for the acquisition
of shares pursuant to Section 155(6) of Companies Act 1985**

This is the Exhibit marked "A" referred to in the statutory declaration of Uprendra Surendranath Trivedi and Subramarian Krishnakumar declared on 6 January 2000.

Before me,

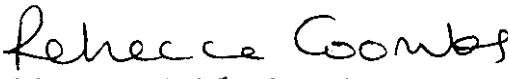

Solicitor/Commissioner for oaths.

EXHIBIT A to the statutory declaration of the directors of
Bellevue Limited
pursuant to Section 155(6) Companies Act 1985
the principal terms on which the assistance will be given

1. Under the Guarantee Whistlestop covenants and guarantees that it will on demand in writing made to it pay or discharge to the Bank all moneys and liabilities which shall for the time being be due owing or incurred by the Principals to the Bank whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Principals' and Whistlestop's accounts so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgement obtained under the Guarantee and Debenture.
2.
 - (a) Under the Second Guarantee Whistlestop will guarantee the payment or discharge to the Bank and will undertake that it will on demand in writing made on it pay or discharge to the Bank all monies and liabilities (as hereinafter defined) which shall for the time being be due owing or incurred by the Principals to the Bank.
 - (b) For the purposes of clause 2(a) above "monies and liabilities" shall mean all monies and liabilities which shall for the time being be due owing or incurred by the Principals to the Bank whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission and other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Principals' account (including any further advances made by the Bank to the Principals and any other liabilities of the Principals to the Bank arising during the three months period of notice hereinafter referred to) together also with:
 - (i) such further sum for interest (whether or not the same shall have been compounded) and banking and other charges accruing to the Bank from the Principals before or after the date of demand or expiration of the said notice as the case may be and not debited to the Principals' account at such date, and
 - (ii) all costs and expenses recoverable by the Bank from the Principals.
 - (c) Under the Second Guarantee Whistlestop will agree to pay the Bank all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery by the Bank of the monies due to it under the Second Guarantee or the preservation of property assured or securities given or monies paid to the Bank by or on behalf of the Principals (including costs and expenses incurred or paid in the making of any compromise by the Bank) and in particular but without prejudice to the generality of the foregoing Whistlestop will agree to indemnify the Bank in full against any costs the Bank may be ordered to pay any office holder within the meaning of Section 234 of the Insolvency Act 1986 or any statutory modification thereof or trustee in bankruptcy and all costs that may be

incurred by the Bank (whether in respect of the claim by the office holder or trustee in bankruptcy against the Bank or its claim against Whistlestop and whether the claim of the office holder or trustee in bankruptcy is successful or not) in any proceedings brought by an office holder or trustee in bankruptcy against the Bank and to which Whistlestop is properly joined by the Bank by virtue of the Second Guarantee.

- (d) The Second Guarantee is to be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever but may and shall be determined (save as below provided) and the liability thereunder crystallised (except as regards unascertained or contingent liabilities and the interest charges costs and expenses hereinbefore referred to) at the expiration of three months after the receipt by the Bank from Whistlestop of notice in writing to determine it but notwithstanding determination as to one or more of the Principals the Guarantee is to remain a continuing security as to the other or others.
3. Under the Guarantee and Debenture Whistlestop will, with full title guarantee, charge with the payment and discharge of all moneys and liabilities covenanted to be paid or discharged by it and arising under the Guarantee or otherwise:-
- (a) by way of legal mortgage all its other freehold and leasehold property now vested in it (whether or not registered at H.M. Land Registry) and which is described in the Schedule to this Exhibit together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
 - (b) by way of first fixed charge all its future freehold and leasehold property together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all its goodwill and uncalled capital for the time being;
 - (c) by way of first fixed charge all book debts and other debts now and from time to time due or owing to it;
 - (d) by way of first floating charge all its other undertakings and assets whatsoever and wheresoever both present and future.
4. Under the CAA the Bank will be entitled to pay and apply any monies standing to the credit of Whistlestop upon current account whether or not held jointly with any other of the Principals directly in or towards repayment of indebtedness to the Bank of Whistlestop or any of the Principals.

SCHEDULE

Leasehold properties known as:

Unit 5, Euston Station
Units 22 and 23 Liverpool Street Station
Unit 1 Victoria Station Front
Units 43, 44 and 45 Victoria Place SW1
Unit 22, London Bridge Station

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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
marginPlease complete
legibly, preferably
in black type, or
bold block letteringNote
Please read the notes
on page 3 before
completing this form* Insert full name
of company* Insert name(s) and
address(es) of all
the directors† Delete as
appropriate‡ Delete whichever
is inappropriate

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

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

For official use

Company number

[] [] [] []

2600072

Name of company

* BELLEVIEW LIMITED

* We, Upendra Surendranath Trivedi of 19 Mardale Drive, Kingsbury, LondonNW9 0RX and Subramanian Krishnakumar of 3 Langley Avenue, Alperton,Wembley, Middlesex, HAO 1NG[~~the sole director~~] [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

The business of this company is:

[~~that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~][~~that of a person authorised under section 9 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* Whistlestop Foods Limited(Registered number 2618538) ("Whistlestop") which is

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

in (this company) []

[] ~~the holding company of this company~~†Presenter's name address and
reference (if any):Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

For official Use

General Section

Post room

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: 234,521 Ordinary Shares of £1.00 each

The assistance is to be given to: (note 2) BELLEVUE HOLDINGS LIMITED
(Registered number 03849757) whose registered office is at 1st Floor, South
Victoria Station House, 191 Victoria Street, London
SW1E 5NE

The assistance will take the form of:

By way of security for all obligations of Whistlestop and the companies referred to below (including those obligations incurred by Bellevue Holdings Limited in connection with the acquisition of shares in this Company) to Barclays Bank plc (the "Bank") Whistlestop will enter into:

- (a) a guarantee and debenture (the "Guarantee and Debenture") containing first fixed (where appropriate by way of legal mortgage) and floating charges over all the undertaking property and assets of Whistlestop and an unlimited guarantee (the "Guarantee") by Whistlestop of all moneys and liabilities which shall be due owing or incurred by Bellevue Holdings Limited (registered number 03849757), this Company, Whistlestop Airports Limited (registered number 3764283) and Whistlestop Operators Limited (registered number 3735199) (together the "Principals"); and
- (b) an unlimited guarantee (the "Second Guarantee") of all monies and liabilities which shall be due owing or incurred by the Principals; and
- (c) a composite accounting agreement ("CAA").

The person who [has acquired] ~~(subacquire)~~† the shares is:

BELLEVUE HOLDINGS LIMITED (Registered number 03849757)

† delete as appropriate

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

See Exhibit A

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

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

Please do not
write in this
margin

The date on which the assistance is to be given is

January 6 1999

Please complete
legibly, preferably
in black type, or
bold black 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)

(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)

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

(b) ~~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)

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 110 Common Street London

EC4A 6AR

Declarants to sign below

227CR 54, Lashman, A USA
the 6th day of January
one thousand nine hundred and 2000

before me

Betty M Krawczyk

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

[Signature]



Betty M Krawczyk
My Commission CC807110
Expires March 29 2003

NOTES

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- 4 The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
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Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

**Declaration in relation to assistance for the acquisition
of shares pursuant to Section 155(6) of Companies Act 1985**

This is the Exhibit marked "A" referred to in the statutory declaration of Uprendra Surendranath Trivedi and Subramanian Krishnakumar declared on January 6, 2000.

Before me,

Betty M. Krawczyk



Betty M Krawczyk
My Commission CC807110
Expires March 29 2003

Solicitor/Commissioner for oaths.

EXHIBIT A to the statutory declaration of the directors of
Bellevue Limited
pursuant to Section 155(6) Companies Act 1985
the principal terms on which the assistance will be given

1. Under the Guarantee Whistlestop covenants and guarantees that it will on demand in writing made to it pay or discharge to the Bank all moneys and liabilities which shall for the time being be due owing or incurred by the Principals to the Bank whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Principals' and Whistlestop's accounts so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgement obtained under the Guarantee and Debenture.
2. (a) Under the Second Guarantee Whistlestop will guarantee the payment or discharge to the Bank and will undertake that it will on demand in writing made on it pay or discharge to the Bank all monies and liabilities (as hereinafter defined) which shall for the time being be due owing or incurred by the Principals to the Bank.
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 - (i) such further sum for interest (whether or not the same shall have been compounded) and banking and other charges accruing to the Bank from the Principals before or after the date of demand or expiration of the said notice as the case may be and not debited to the Principals' account at such date, and
 - (ii) all costs and expenses recoverable by the Bank from the Principals.
- (c) Under the Second Guarantee Whistlestop will agree to pay the Bank all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery by the Bank of the monies due to it under the Second Guarantee or the preservation of property assured or securities given or monies paid to the Bank by or on behalf of the Principals (including costs and expenses incurred or paid in the making of any compromise by the Bank) and in particular but without prejudice to the generality of the foregoing Whistlestop will agree to indemnify the Bank in full against any costs the Bank may be ordered to pay any office holder within the meaning of Section 234 of the Insolvency Act 1986 or any statutory modification thereof or trustee in bankruptcy and all costs that may be

incurred by the Bank (whether in respect of the claim by the office holder or trustee in bankruptcy against the Bank or its claim against Whistlestop and whether the claim of the office holder or trustee in bankruptcy is successful or not) in any proceedings brought by an office holder or trustee in bankruptcy against the Bank and to which Whistlestop is properly joined by the Bank by virtue of the Second Guarantee.

- (d) The Second Guarantee is to be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever but may and shall be determined (save as below provided) and the liability thereunder crystallised (except as regards unascertained or contingent liabilities and the interest charges costs and expenses hereinbefore referred to) at the expiration of three months after the receipt by the Bank from Whistlestop of notice in writing to determine it but notwithstanding determination as to one or more of the Principals the Guarantee is to remain a continuing security as to the other or others.
3. Under the Guarantee and Debenture Whistlestop will, with full title guarantee, charge with the payment and discharge of all moneys and liabilities covenanted to be paid or discharged by it and arising under the Guarantee or otherwise:-
- (a) by way of legal mortgage all its other freehold and leasehold property now vested in it (whether or not registered at H.M. Land Registry) and which is described in the Schedule to this Exhibit together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of first fixed charge all its future freehold and leasehold property together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all its goodwill and uncalled capital for the time being;
- (c) by way of first fixed charge all book debts and other debts now and from time to time due or owing to it;
- (d) by way of first floating charge all its other undertakings and assets whatsoever and wheresoever both present and future.
4. Under the CAA the Bank will be entitled to pay and apply any monies standing to the credit of Whistlestop upon current account whether or not held jointly with any other of the Principals directly in or towards repayment of indebtedness to the Bank of Whistlestop or any of the Principals.

SCHEDULE

Leasehold properties known as:

Unit 5, Euston Station
Units 22 and 23 Liverpool Street Station
Unit 1 Victoria Station Front
Units 43, 44 and 45 Victoria Place SW1
Unit 22, London Bridge Station

AUDITORS' REPORT TO THE DIRECTORS OF BELLEVIEW LIMITED

PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

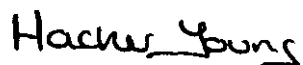
We have examined the attached statutory declaration of the directors of Belleview Limited ("the Company") dated 6 January 2000 in connection with the proposal that Whistlestop Foods Limited should give financial assistance for the purchase of 234,521 ordinary £1 shares in the Company.

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.



Hacker Young
Chartered Accountants
Registered Auditors

6 January 2000