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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

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

For official use

Company number

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SC09743

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

Name of company

* **BANDT LIMITED**

*Insert full name
of company

†Insert name(s) and
address(es) of all
the directors

I/We MICHAEL COLIN BOTTIER OF LARCHLAND, LARCHLAND AVENUE,
SUNNINGHILL, BERKSHIRE, SL5 0AP, ALLAN RICHARDSON HANNAH
OF 3 LOWER CLOSE, LOWER SHIPLEY, HENLEY-ON-THAMES,
OXFORDSHIRE RG9 3NG AND MALCOLM BRADY LEE OF ORCHARD
GATE, ASHLEY HILL, PLACE, LOCKPOLE GREEN, WAREHAM, BERKSHIRE
RG10 8NL

§Delete as
appropriate

~~I/We~~ ~~the sole director~~ ~~†~~ All the directors ~~†~~ of the above company do solemnly and sincerely declare that:

The business of the company is:

‡Delete whichever
is inappropriate

~~(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~~†

A HOLDING COMPANY

The company is proposing to give financial assistance in connection with the acquisition of shares in the ~~/company/~~ ~~company's holding company~~

The assistance is for the purpose of ~~that acquisition~~† 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:

141, 411, 171
5 PENCE SHARES IN THE COMPANY.

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

For official use
General Section

Post room



SCT SGZU6M81 0412
COMPANIES HOUSE

30/06/03

The assistance is to be given to: (note 2) INTERFERVE PLC, WHOSE REGISTERED OFFICE
IS AT INTERFERVE HOUSE, RUSGAMBE PARK, TWYFORD, READING, BERKSHIRE
RG10 9JH

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:

SEE RIDER 1

The person who ~~has acquired~~ ~~will acquire~~ the shares is:
INTERFERVE PLC

*Delete as
appropriate

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

SEE RIDER 2

he amount of cash to be transferred to the person assisted is £ NIL

he value of any asset to be transferred to the person assisted is £ NIL

he date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE OF THIS
DECLARATION

Rider 1

The assistance will take the form of:

The company is proposing to enter into an £165million multicurrency revolving loan facility (the "**Facility**") to be granted to Interserve Plc ("**Interserve**") by Credit Lyonnais, The Royal Bank of Scotland plc ("**RBS**") and HSBC Bank plc (the "**Agreement**") and other financial institutions becoming a party to the Agreement (the "**Finance Parties**") in the aggregate amount of £165million or its equivalent in Optional Currencies (as defined in the Agreement).

The proceeds of each advance made under the Agreement will be applied by Interserve to:

- (i) repay in full all amounts made available under a multicurrency revolving loan facility dated 6 July 1999 between, among others, Interserve and RBS (the "**Current Facility**") (some of which amounts were used to fund the Acquisition Debt referred to below); and
- (ii) finance or refinance the general working capital requirements and other general corporate purposes of Interserve and its subsidiaries for the time being (the "**Group**").

In repaying the Current Facility and financing or refinancing the working capital of the Group Interserve may be reducing or discharging the liability (the "Acquisition Debt") incurred by it in the acquisition of the entire issued share capital of the company and its subsidiaries.

By entering into the guarantee contained in the Agreement of Interserve's indebtedness under the Agreement the company may be considered to be giving financial assistance to Interserve for the purpose of reducing or discharging the Acquisition Debt.

The company is further proposing to enter into an Unlimited Inter Company Composite Guarantee with Accession (the "**UICC Guarantee**") to be made between Interserve, the company and certain other subsidiaries of Interserve (the "**Participants**") and The Royal Bank of Scotland plc in connection with certain set-off arrangements between the Participants and Royal Bank of Scotland plc (the "**UICC Facility**") whereby Royal Bank of Scotland plc automatically sets-off all debit and credit balances on all accounts maintained by the Participants with RBS for the purpose of treasury management by Interserve.

Interserve is proposing to use the UICC Facility for the purpose of, inter alia, financing and/or refinancing its general working capital requirements and other general corporate purposes and may therefore use the UICC Facility for the purpose of reducing or discharging the Acquisition Debt.

By entering into the UICC Guarantee the company may be considered to be giving financial assistance for the purpose of reducing or discharging the Acquisition Debt.

To assist Interserve discharging the Acquisition Debt, the company may from time to time make intercompany loans to Interserve, permit set-off against its credit balances in respect of the Acquisition Debt and/or provide other financial accommodation to Interserve (together and each an "Intercompany Loan")

Rider 2

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

The company will enter into the Agreement, together with other certain specified subsidiaries of Interserve (together with the company being the "**Guarantors**") and will irrevocably and unconditionally, jointly and severally with the other Guarantors:-

- (a) guarantee to each Finance Party (as defined in the Agreement) the due and punctual performance of Interserve's obligations under the Finance Documents (as defined in the Agreement);
- (b) undertake with each Finance Party (as defined in the Agreement) to pay on demand any amount not paid by Interserve when due under any Finance Document (as defined in the Agreement); and
- (c) indemnify each Finance Party (as defined in the Agreement) against any loss or liability suffered by that Finance Party if any payment obligation guaranteed by it is or becomes unenforceable, invalid or illegal

all as described in clause 16 of the Agreement.

Under the terms of the UICC Guarantee the company will, together with the other Participants (as defined therein):-

- (i) jointly and severally guarantee to discharge on demand all the Obligations of each Participant together with Interest from the date of demand (with Obligations and Interest being as defined in the UICC Guarantee); and
- (ii) agree that any item or amount claimed by The Royal Bank of Scotland plc to be included in each and any Participant's Obligations which is not recoverable from the Participants under the UICC Guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Participants on a joint and several basis as principal debtors by way of indemnity together with interest thereon from the date of demand.

The company will make Intercompany Loans.

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this margin

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

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

I/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) [I/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)

~~(b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the 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 Twyton J Rotherham

the 18 day of July
~~One thousand nine hundred~~ and three

before me A. Y. P.

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

Declarants to sign below

[Signature]
[Signature]
[Signature]

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.

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**Deloitte
& Touche**

The Directors
Bandt Limited
1 Albion Way
Kelvin Industrial Estate
East Kilbride
Glasgow G75 0YN

19 June 2003

Dear Sirs

**AUDITOR'S REPORT TO THE DIRECTORS OF BANDT LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 18 June 2003 in connection with the proposal that the company should give financial assistance for the purchase of all of Bandt Limited's ordinary shares.

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 is unreasonable in all the circumstances.

Deloitte & Touche

Deloitte & Touche
Registered Auditors

**Deloitte
Touche
Tohmatsu**

Aberdeen, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham, Reading, St Albans and Southampton.

Principal place of business at which a list of partners' names is available: Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

Authorised by the Financial Services Authority in respect of regulated activities.