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COMPANIES FORM No. 155(6)b

155(6)b

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

Please do not
write in
this margin

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

To the Registrar of Companies

For official use

Company number

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

* Insert full name
of company

Name of company

* BANDT LIMITED

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

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

† We† MR. M. C. BOTJER, MR M. J. LEE

MR A R HANNAN

MR G J WENTZELL OF

TILBURY HOUSE, RUSCOMBE PARK,

TWYFORD, RG10 9JN

§ Delete as
appropriate

~~[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:

‡ 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 ‡

This company is ~~the~~ holding company of* BANDT HOLDINGS LIMITED

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):

For official use
General Section

Post room



[Handwritten signature]

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

The number and class of the shares acquired or to be acquired is: 14,411,171
SP ORDINARY SHARES

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

The assistance is to be given to: (note 2) TILBURY DOUGLAS PLC
TILBURY HOUSE,
RUSCOMBE PARK,
TWYFORD RG10 9DL

The assistance will take the form of:

SEE RIDER 1

^{has acquired}
The person who ~~has acquired~~ ~~will acquire~~* the shares is: TILBURY DOUGLAS PLC

*Delete as appropriate

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

SEE RIDER 2

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 £ N/A

The value of any asset to be transferred to the person assisted is £ N/A

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 25 FEBRUARY 192000

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)

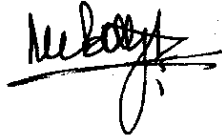



(a) I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]† (note 3)

(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 11 Warrigoe Road
Twyford Berkshire
the 24 day of February
Two
~~one thousand nine hundred and~~
before me A. Y. P.

Declarants to sign below

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.

FORM 155(6)b – BANDT LIMITED

Rider 1

The assistance will take the form of:

Bandt Holdings Limited(**"Company"**) is proposing to enter into three Guarantor Accession Memoranda (the **"Memoranda"**) pursuant to three multicurrency revolving loan agreements (the **"Agreements"**) made between:

- (A) (1) Tilbury Douglas Plc (**"Tilbury Douglas"**), (2) the Company and certain other material subsidiaries of Tilbury Douglas Plc (the **"Original Guarantors"**) and (3) the Royal Bank of Scotland Plc (**"RBS"**);
- (B) (1) Tilbury Douglas, (2) the Company and certain other material subsidiaries of Tilbury Douglas Plc (the **"Original Guarantors"**) and (3) RBS; and
- (C) (1) Tilbury Douglas (2) the Company and certain other material subsidiaries of Tilbury Douglas Plc (the **"Original Guarantors"**) and (3) the HSBC Bank Plc (**"HSBC"**).

Bandt Holdings Limited is also proposing to enter into an Unlimited Inter Company Composite Guarantee (the **"UICC Guarantee"**) to be made between (1) Tilbury Douglas (2) the Company and certain other material subsidiaries of Tilbury Douglas Plc (the **"Guarantors"**) and (3) RBS.

Tilbury Douglas entered into the Agreements for the purpose, inter alia, of financing or refinancing the consideration payable to Bandt plc (**"Bandt"**) shareholders in respect of the acquisition of shares in Bandt by Tilbury Douglas and for the financing or refinancing of general working requirements and other general corporate purposes of the Group (as defined in the Agreements). As part of the working capital requirements of Group, Tilbury Douglas may use the facility for the purpose of reducing or discharging the liability incurred by Tilbury Douglas in the acquisition of the entire share capital of the Bandt. By entering into the Memorandums, the Company may be considered to be giving financial assistance to Tilbury Douglas for the purpose of reducing or discharging Tilbury Douglas's liability under the Agreements as further described in Rider 2.

Tilbury Douglas is proposing to enter into the UICC Guarantee for the purpose, inter alia, of financing or refinancing of general working requirements and other general corporate purposes of the Tilbury Douglas and certain of its subsidiary companies listed in the Schedule to the UICC Guarantee. As part of the working capital requirements of Group, Tilbury Douglas may use the facility for the purpose of reducing or discharging the liability incurred by Tilbury Douglas in the acquisition of the entire share capital of the Bandt. By entering into the UICC Guarantee, the Company may be considered to be giving financial assistance to Tilbury Douglas for the purpose of reducing or discharging Tilbury Douglas's liability under the UICC Guarantee as further described in Rider 2.

Rider 2

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

- (A) pursuant to the Agreements, Tilbury Douglas agreed to procure that the Company execute and deliver the Memorandums to the Banks.
- (B) under the Memorandums, the Company will undertake to perform all the obligations expressed to be undertaken under the Agreements by a Guarantor (as defined in the Agreements) and agrees that it shall be bound by the Agreements in all respects as if it had been an original party thereto as an Original Guarantor (as defined in the Agreements).
- (C) Accordingly, the Company will guarantee the due and punctual observance and performance of all the terms, conditions or covenants on the part of Tilbury Douglas contained in the Agreements and agrees to pay from time to time on demand any and every sum or sums of money which Tilbury Douglas is at any time liable to pay under or pursuant to the Agreements, which has become due and payable and has not been paid at times such demand is made. The Company further agrees as a primary obligation, to indemnify RBS and HSBC, from time to time from and against all loss incurred by such party as a result of any of the obligations of Tilbury Douglas under or pursuant to the Agreements being or becoming void, voidable, unenforceable or ineffective as against Tilbury Douglas for any reason whatsoever, whether or not known to RBS and HSBC or any other person, the amount of such loss being the amount which the person or persons suffering it would have otherwise have been entitled to recover from Tilbury Douglas.
- (D) Under the UICC Guarantee the Company will jointly and severally guarantee to discharge on demand all liabilities of Tilbury Douglas and the Guarantors to RBS of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBS's charges and commission Interest and Expenses payable by each Debtor as therein defined.



AUDITORS' 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 of Bandt Limited dated 24 February 2000 in connection with the proposal that Bandt Holdings Limited should give financial assistance for the purchase of the whole of Bandt Limited's ordinary shares.

Basis of opinion

We have enquired into the state of Bandt Limited'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

9 March 2000