

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

SC026184

Name of company

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

* United Biscuits (Holdings) Limited

* insert full name
of company

XWe o Please see Schedule 1 attached

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

† delete as appropriate

~~[Not to be used]~~ [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) ~~has a prescribed bank/used institution, it would be the meaning of the Banking Act, 195~~

[illegible]

(c) something other than the above §

This company is ~~not~~ [a] holding company of* United Biscuits (UK) Limited

which is

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

in ~~XXXXXXXXXX~~ United Biscuits Group (Investments) Limited

the holding company of this company] †

**Presenter's name address and
reference (if any)**
Simpson Thacher & Bartlett LLP
Citypoint
One Ropemaker Street
London
EC2Y 9HU

010395/1001/2091175

For official Use
General Section

Post room



LD4
COMPANIES HOUSE

153
15/03/2007

~~XXXXXXXXXXXX~~ † (note 1)

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

The assistance is to be given to (note 2) Please see Schedule 2 attached

Please see Schedule 3 attached

United Biscuits (Equity) Limited, (company number CR97578), whose registered office is PO Box 265GT, Walker House, George Town, Grand Cayman, Cayman Islands

Please see Schedule 4 attached

The amount of cash to be transferred to the person assisted is £ N11

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks from today's date

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

☒ 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

[illegible]

And ~~X~~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

Hays Park, Hays, Miss

Day Month Year
on 12 03 2004

before me _____

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

✓
Wolfgang
Loh

MARTIN D. SILVERMAN LLB

Solicitor Empowered to Administer 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

United Biscuits (Holdings) Limited
(Company Number SC026184)

Schedule 1 to the Statutory Declaration

List of Directors

Susan Furst
46 Broadhurst, Ashted, Surrey, KT21 1QF

Mark Oldham (Director and Company Secretary)
62 Beaumont Road, London, W4 5AP

Simon Alan Rose
Honeysuckle Cottage, Sutton Lane, Sutton, Witney, Oxfordshire, OX29 5RU

Schedule 2 to the Statutory Declaration

United Biscuits Bidco Limited
(Company Number 05957644)
Level 1, Exchange House,
Primrose Street,
London,
EC2A 2HS

United Biscuits Holdco Limited
(Company Number 05957557)
Level 1, Exchange House,
Primrose Street,
London,
EC2A 2HS

United Biscuits Holdco 2 Limited
(Company Number 05957575)
Level 1, Exchange House,
Primrose Street,
London,
EC2A 2HS

Schedule 3 to the Statutory Declaration
Form of Assistance

The assistance will take the form of

- 1 the execution, delivery and performance by United Biscuits (UK) Limited (the "**Subsidiary**") of its obligations as a borrower and a guarantor under an accession agreement to a senior and second lien facilities agreement dated 10 December 2006 as amended and restated from time to time and entered into between, among others, Barclays Capital, the investment banking division of Barclays Bank, Goldman Sachs International and J P Morgan plc (together the "**Arrangers**"), Barclays Bank, Goldman Sachs Capital Partners L P. and JPMorgan Chase Bank, N A (together the "**Original Lenders**"), J P Morgan Europe Limited as agent (the "**Senior Agent**"), United Biscuits Holdco Limited ("**Holdco**") as the initial borrower, United Biscuits Holdco 2 Limited ("**Holdco 2**") and United Biscuits Bidco Limited ("**Bidco**") as guarantors (the "**Senior Facilities Agreement**"),
- 2 the execution, delivery and performance by the Subsidiary of its obligations as a guarantor under an accession agreement to a mezzanine facility agreement dated 10 December 2006 as amended and restated from time to time and entered into between, among others, the Arrangers, the Original Lenders, J P Morgan Europe Limited as agent (the "**Mezzanine Agent**"), Holdco as the initial borrower and Holdco 2 and Bidco as guarantors (the "**Mezzanine Facility Agreement**") (together with the Senior Facilities Agreement the "**Facilities Agreements**");
- 3 the execution, delivery and performance by the Subsidiary of its obligations as an obligor under an accession agreement to an intercreditor agreement dated 14 December 2006 between, among others, the parties to the Facilities Agreements (the "**Intercreditor Agreement**"),
- 4 the execution, delivery and performance by the Subsidiary of its obligations under an English law debenture to be entered into between, among others, the Company as chargor and J P Morgan Europe Limited as security agent (the "**Security Agent**") (the "**Debenture**"), and
- 5 such further documents as are required on the terms of the Facilities Agreements, the Intercreditor Agreement, and the Debenture, including, but not limited to, documents that are required to be executed pursuant to an obligation on the Subsidiary to provide further assurances

Schedule 4 to the Statutory Declaration
Principal Terms on which the Assistance will be Given

- 1 The principal terms on which the assistance will be given under the terms of the Senior Facilities Agreement are
 - (a) the Subsidiary agrees to become a guarantor under the Senior Facilities Agreement and agrees to be bound by the terms of the Senior Facilities Agreement,
 - (b) as a guarantor the Subsidiary guarantees to each Senior Finance Party (as defined in Annex I to this Schedule) as principal obligor the due and punctual payment and the due and punctual performance by each other Senior Obligor (as defined in Annex I to this Schedule) of all such Senior Obligor's payment obligations owed or owing by each such Senior Obligor to such Senior Finance Party under the terms of the Senior Facilities Agreement and each other Senior Finance Document (as defined in Annex I to this Schedule) as and when it becomes due,
 - (c) as a guarantor the Subsidiary undertakes with each Senior Finance Party that if any other Senior Obligor fails to pay any amount when due under or in connection with any Senior Finance Document it will pay such sum on demand as if it was the principal obligor,
 - (d) as a guarantor the Subsidiary undertakes to indemnify each Senior Finance Party immediately on demand against all losses, damages, costs and expenses incurred by such Finance Party if any obligation guaranteed by it in the Senior Facilities Agreement is or becomes unenforceable, invalid or illegal, the amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover, and
 - (e) the Subsidiary agrees to become a borrower under the Senior Facilities Agreement and agrees to assume liability for (and thereby discharge to the same extent) liabilities incurred by Holdco in respect of £360,000,000 of debt borrowed by Holdco under the Senior Facilities Agreement to finance in part the acquisition of United Biscuits (Equity) Limited and the Company and to refinance debt used in part to finance the acquisition of United Biscuits (Holdings) Limited
- 2 The principal terms on which the assistance will be given under the terms of the Mezzanine Facility Agreement are
 - (a) the Subsidiary agrees to become a guarantor under the Mezzanine Facility Agreement and agrees to be bound by the terms of the Mezzanine Facility Agreement,
 - (b) as a guarantor the Subsidiary guarantees to each Mezzanine Finance Party (as defined in Annex I to this Schedule) as principal obligor the due and punctual payment and the due and punctual performance by each other Mezzanine Obligor (as defined in Annex I to this Schedule)

of all such Mezzanine Obligor's payment obligations to such Mezzanine Finance Party under the terms of the Mezzanine Facility Agreement and each other Mezzanine Finance Document (as defined in Annex I to this Schedule) as and when they become due,

- (c) as a guarantor the Subsidiary undertakes with each Mezzanine Finance Party that if any other Mezzanine Obligor fails to pay any amount when due under or in connection with any Mezzanine Finance Document it will pay such sum on demand to the Mezzanine Agent as if it was the principal obligor, and
 - (d) as a guarantor the Subsidiary undertakes to indemnify each Mezzanine Finance Party on demand against all losses, damages, costs and expenses incurred by such Mezzanine Finance Party if any obligation guaranteed by it in the Mezzanine Facility Agreement is or becomes unenforceable, invalid or illegal, the amount of the cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover
- 3 The principal terms on which the assistance will be given under the terms of the Intercreditor Agreement are.
 - (a) the Subsidiary acknowledges (amongst other things) the arrangements made between, among others, the Obligors (as defined in Annex I to this Schedule) and the Finance Parties (as defined in Annex I to this Schedule) which regulate the ability of the Subsidiary to make certain payments to those parties and the priorities between the parties thereto, and
 - (b) the Subsidiary agrees that intercompany debts owed to it are postponed and subordinated to the liabilities owed by the Obligors to the Finance Parties.
- 4 The principal terms on which the assistance will be given under the terms of the Debenture are
 - (a) the Subsidiary
 - (i) assigns absolutely all its present and future rights, title and interest in and to any hedging contracts it has entered into with a finance party and in and to any inter company loans it has made to other members of the group of companies consisting of Holdco and its subsidiaries (the "**Group**") including all moneys payable to the Subsidiary, and any claims, awards and judgments in favour of the Subsidiary, thereunder or in connection therewith, all insurances and all proceeds and all benefits of them,
 - (ii) charges
 - (A) by way of first legal mortgage, all real property in England and Wales now belonging to it,

- (B) (to the extent they are not subject to a mortgage under (A) above) by way of fixed equitable charge, all real property now belonging to it and real property acquired by it in the future,
 - (C) by way of first fixed charge all its present and future
 - (i) book debts;
 - (ii) bank accounts,
 - (iii) intellectual property,
 - (iv) investments,
 - (v) plant and machinery, and
 - (vi) insurances and all related proceeds, claims of any kind, returns of premium and other benefits,in each case as more fully set out in the Debenture, and
 - (D) by way of first floating charge all its undertaking and assets both present and future,
- (b) the Subsidiary undertakes to promptly do whatever the Security Agent reasonably requires.
- (i) to perfect or protect the security created and its priority under the Debenture, or
 - (ii) while the security created under the Debenture is enforceable, to facilitate the realisation of the assets subject to such security or the exercise of any rights vested in the Security Agent or any receiver,
- including executing any transfer, conveyance, charge, assignment or assurance of the assets subject to such security (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

Annex I Definitions

"Finance Parties"	means the Senior Finance Parties and the Mezzanine Finance Parties,
"Mezzanine Finance Documents"	means the Mezzanine Facility Agreement, the interim documents, the security documents, the hedging documents, the hedging strategy letter, the syndication side letter, the intercreditor agreement, each accession documents, each resignation letter, each compliance certificate, each utilisation request, each transfer certificate, the fees letters and any other documents or agreement designated as such by the Mezzanine Facility Agent and Holdco, in each case as set out in full in the Mezzanine Facility Agreement,
"Mezzanine Finance Parties"	means each arranger, the Mezzanine Agent, the Security Agent, each lender and each hedging lender (as defined in the Mezzanine Facility Agreement) and "Mezzanine Finance Party" means any of them,
"Mezzanine Obligors"	means each borrower or guarantor under the Mezzanine Facility Agreement and "Mezzanine Obligor" means any of them,
"Obligors"	means the Senior Obligors and the Mezzanine Obligors;
"Senior Finance Documents"	means the Senior Facilities Agreement, the interim documents, the ancillary documents, the security documents, the hedging documents, the hedging strategy letter, the syndication side letter, the intercreditor agreement, each accession document, each resignation letter, each compliance certificate, each utilisation request, each transfer certificate, each letter of credit and/or lender guarantee, the fees letters and any other document or agreement designated as such by the Senior Agent and Holdco, in each case as set out in full in the Senior Facilities Agreement;
"Senior Finance Parties"	means each arranger, the Senior Agent, the second lien agent, the Security Agent, each lender, the issuing bank, each ancillary lender, a fronting bank, an indemnifying revolving facility lender and each hedging lender (as

defined in the Senior Facilities Agreement)
and “**Senior Finance Party**” means any of
them;

“Senior Obligors”

means each borrower and each guarantor
under the Senior Facility Agreement and
“**Senior Obligor**” means any of them

REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF UNITED BISCUITS (HOLDINGS) LIMITED (THE "COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We report on the attached statutory declaration of the directors dated 12 March 2007, prepared pursuant to the Companies Act 2005, in connection with the proposed financial assistance to be given by United Biscuits (UK) Limited, a subsidiary of the Company for the purchase of 63,808 "M" ordinary shares and 198,043 "E" ordinary shares in United Biscuits Group (Investments) Limited

This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed

Basis of opinion

We have enquired into the state of the Company's affairs so far as necessary 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

Ernst & Young LLP

Ernst & Young LLP
Registered Auditor
1 More London Place
London SE1 2AF
12 March 2007