



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
(Address overleaf - Note 5)**

For official use

Company number

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

Name of company

* WT Foods Limited (the "Company")

* insert full name
of company

~~X~~We Please see Appendix 1

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

† delete as appropriate

~~One 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

[illegible]

(c) something other than the above §

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

~~XXXXXXXXXX~~ [company's holding company WT (Holdings) Limited

(Company No 04270444)

The assistance is for the purpose of ~~DEED 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 Please see Appendix 2

Presentor's name address and
reference (if any)

Lovells LLP
 Atlantic House
 Holborn Viaduct
 London
 EC1A 2FG

57 London Chancery Lane
Ref F3/UCF/1840013 02

For official Use
General Section

FRIDAY



A07

AN4KKSRO

07/09/2007

COMPANIES HOUSE

42

233 19-9-07

The assistance is to be given to (note 2) GK Foods (UK) Limited (Company No 06047850)
of WT House, Bessemer Road, Welwyn Garden City, Hertfordshire, AL7 1HT

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

Please see Appendix 3

The person who [has acquired] ~~00000000~~ † the shares is

† delete as
appropriate

GK Foods (UK) Limited

The principal terms on which the assistance will be given are

Please see Appendix 4

The amount of cash to be transferred to the person assisted is £ Please see Appendix 5

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 of today's date

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

**WT Foods Limited (registered number 00094632)
(the "Company")**

APPENDICES TO FORM 155(6)a

APPENDIX 1 TO FORM 155(6)A: DIRECTORS' NAMES AND ADDRESSES

1. John Edward Brennan
Sagamore House, Hedgerley Lane
Gerrards Cross
Buckinghamshire
SL9 7NP
2. Erwin McLee Burton
Town House 2
30, Norbrook Drive
Kingston
8
Jamaica
3. Sarath L Lankage
25 Bradenton Drive
Toronto
Ontario M2H 1Y4
Canada

Sarath Lankage will be signing a separate counterpart of this Form but all of the directors have the intent that this Form and the counterpart be regarded as one and the same form of statutory declaration for the purposes of section 155(6) and section 156 of the Companies Act 1985

APPENDIX 2 THE NUMBER AND CLASS OF THE SHARES ACQUIRED IS:

8,500,000 A1 Ordinary Shares of £0.001
1,600,000 B Ordinary Shares of £0.01
250,000 C Ordinary Shares of £0.01

APPENDIX 3: FORM OF FINANCIAL ASSISTANCE

1 INTERCOMPANY LOAN AGREEMENT

The repayment by the Company of an intercompany loan or loans made between GK Foods (UK) Limited (as lender) (the "**Parent**") and the Company (as borrower) (the "**Intercompany Loan**")

- 1 1 The purpose of the Intercompany Loan was to fund the performance by the Company of certain obligations incurred by the Company in relation to the acquisition of the entire issued share capital of WT (Holdings) Limited (the holding company of the Company) pursuant to an acquisition agreement dated 28 February 2007 (the "**Acquisition**")

2 SENIOR FACILITIES AGREEMENT

- 2 1 The execution by the Company on or about the date of this Form 155(6)a of a senior facilities agreement entered into between HSBC Bank plc (as "**Bank**") and the Company (the "**Facilities Agreement**") which sets out the terms on which the Bank would provide to the Company

(a) an amortising sterling term loan facility of £8,000,000 ("**Facility A**"),

(b) a sterling term loan facility of £2,000,000 ("**Facility C**"),

collectively the "**Term Facilities**", and

(c) a sterling revolving loan facility of £3,000,000 (the "**Revolving Facility**")

together with the Term Facilities, the "**Facilities**"

- 2 2 The Facilities are to be made available to the Company for, amongst other things, the purposes of putting the Company in funds to repay the Intercompany Loan

3 GUARANTEE

The application of a composite guarantee granted by the Company and others to the Bank 28 July 2006 (the "**Guarantee**") to the liabilities incurred to the Bank under the Facilities Agreement

4 DEBENTURE

The application of a debenture executed by the Company 28 July 2006 pursuant to which the Company charged the whole of its property, assets and undertaking from time to time in favour of the Bank to secure all the liabilities of the Company (including under the Guarantee) to the Bank (the "**Debenture**"), to the liabilities incurred to the Bank under the Facilities Agreement

APPENDIX 4: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN

1 INTERCOMPANY LOAN

- 1 1 By repaying the Intercompany Loan, the Company will discharge indebtedness owed to the Parent incurred in relation to the Acquisition

2 FACILITY AGREEMENT

By executing the Facilities Agreement the Company will, amongst other things

- (a) give various representations and warranties, undertakings and indemnities to the Bank to enable the Bank to make the Facilities under the Facilities Agreement available and agree to pay certain costs, fees and expenses to the Bank, and
- (b) borrow the Facilities in order to repay the Intercompany Loan

3 GUARANTEE

- 3 1 By executing the Guarantee the Company, amongst other things

- (a) agreed that it shall on written demand pay or discharge the whole and each and every part of the Debt (as defined therein), being all monies and liabilities whatever and whenever and however incurred, whether with or without the Company's knowledge or consent, and whether now or in the future due from each and every guarantor under the Guarantee (being WT (Holdings) Limited, WT Tiger 2 Limited, WT Tiger 3 Limited, WT Foods Limited, Chadha Oriental Foods Limited, Drenning Limited, Enco Products Limited, Rio Pacific Food Services (Holdings) Limited, Funnybones Foodservice Limited, WTF Services Limited and La Mexicana Quality Foods Limited) to the Bank and whether jointly or individually or in any other capacity, and
- (b) gave various undertakings, covenants and indemnities and agree to pay certain fees, costs and expenses to the Bank

- 3 2 The Guarantee contains a right of set-off in favour of the Bank

4 DEBENTURE

- 4 1 By executing the Debenture the Company, amongst other things

- (a) agreed to pay and discharge all monies and liabilities whatever, whenever and however incurred whether now or in the future due, or become due, from the Company to the Bank,
- (b) charged all of its undertaking, property and assets (both present and future) by way of fixed and floating charges to secure its obligations to the Bank, and
- (c) gave various undertakings, covenants and indemnities, and agreed to pay certain costs, fees and expenses to the Bank

- 4 2 The Company also agreed in the Debenture, on being reasonably required to do so by the Bank, and at the cost and expense of the Company to

- (a) execute, sign and deliver and do all things necessary (including without limitation, the assignment of all or any of the debts and the transfer of all or any of the

securities, to the Bank or its nominee and the giving of any notices and perfecting of any registrations) as (and in such form as) the Bank may reasonably require. This is to perfect a legal mortgage, assignment or other fixed security in favour of the Bank of all or such part as shall be specified in such notice of the fixed charged property or otherwise to improve, perfect or protect the security intended to be created by the Debenture or to facilitate the exercise of any powers, authorities and discretions conferred under or in accordance with the Debenture, and

- (b) endorse, or cause to be endorsed, on any documents constituting or evidencing title to the fixed charge property and give to third parties such notices of the security created by the Debenture as the Bank may reasonably require

Note In these financing arrangements references to the Facilities Agreement, the Guarantee and the Debenture include reference to such document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

APPENDIX 5: THE AMOUNT OF CASH TO BE TRANSFERRED TO THE PERSON ASSISTED

£13,000,000



Declaration in relation to assistance for the acquisition of shares

155(6)a

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

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

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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00094632

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* insert full name
of company

~~X~~We Please see Appendix 1

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

† delete as appropriate

~~One or more~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

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is inappropriate

[illegible][illegible]

~~XX~~

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Presentor's name address and
reference (if any)
Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

For official Use
General Section

57 London Chancery Lane
Ref F3/UCF/1840013 02

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(the "Company")**

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- 1 John Edward Brennan
 Sagamore House, Hedgerley Lane
 Gerrards Cross
 Buckinghamshire
 SL9 7NP
- 2 Erwin McLee Burton
 Town House 2
 30, Norbrook Drive
 Kingston
 8
 Jamaica
- 3 Sarath L Lankage
 25 Bradenton Drive
 Toronto
 Ontario M2H 1Y4
 Canada

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APPENDIX 5 THE AMOUNT OF CASH TO BE TRANSFERRED TO THE PERSON ASSISTED

£13,000,000

The Directors
WT Foods Limited
WT House
Bessemer Road
Welwyn Garden City
Herts
AL7 1HT

16 August 2007

Dear Sirs

Report of the Independent Auditor to the directors of WT Foods Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration dated 16 August 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company should give financial assistance for the purpose of the reduction or discharge of liabilities incurred in connection with the acquisition of the entire issued share capital of the Company's holding company, WT (Holdings) Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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 statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors