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The assistance is for the purpose of ~~XXXXXXX~~ [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: the entire issued share capital of this company being 48,008,000 ord. shares of £1 each.

The assistance is to be given to: (note 2) this Company (whose registered office is at Parkway, Deeside Industrial Park, Chester).

The assistance will take the form of:

See Appendix 2

The person who [has acquired] ~~XXXXXX~~ † the shares is:
WF Group Limited

† delete as appropriate

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

See Appendix 3.

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

The date on which the assistance is to be given is See Appendix 4

Please complete legibly, preferably in black type, or gold block lettering.

~~X~~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

London

~~Declarants to sign below~~

Day Month Year

on 05 09 2006

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.

~~ADP~~
Office
Accountant - Small
Enterprise

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

WOODWARD FOODSERVICE LIMITED

Company Number 01786682

(the **Company**)

APPENDIX 1

LIST OF DIRECTORS

The names and addresses of all the Directors of the Company are as follows:

David Howarth of Cherry Bank, Church Lane, Guilden Sutton, Chester CH37EW;

Edward Hyslop of Mayfield House, Hall Lane Haughton, Cheshire, CW6 9RH;

Andrew Elsby – Smith of House Red, 2 Bordeaux Walk, Seabridge, Newcastle-under-Lyne, ST5 3TZ; and

Christopher Flowers of Northern Barn, White Oak Farm, Summerbridge, Harrogate, HG3 4JS.

This is the Appendix 1 referred to in the Form155(6)(b) declared by the Directors of the Company on 5 September 2006.

APPENDIX 2

FORM WHICH ASSISTANCE WILL TAKE

In this Statutory Declaration (including the appendices) the following expressions have, unless otherwise defined, the following meanings:

Agreement means any agreement between the Principal and LTSBCF for the factoring, discounting and/or financing of book debts and/or receivables;

Banks means LTSBCF and LCF and Bank means either one of them;

Debenture means the debenture to be entered into by the Financial Assistance Subsidiary in favour of LTSBCF;

Expenses means those fees, costs, charges and expenses covenanted to be paid by the Financial Assistance Subsidiary in clause 14.1 of the Debenture;

Existing Facility means the receivables finance agreement dated 2 August 2005 between WWFS and LTSBCF;

Financial Assistance Subsidiary means Deep Freeze Supplies Limited (Company No. SC046283) with its registered office at Semple Fraser, 80 George Street, Edinburgh, EH2 3BU;

Indemnified Events means those matters and events in respect of which the Financial Assistance Subsidiary is liable to indemnify or reimburse LTSBCF pursuant to the Debenture including those referred to in clauses 5.4 and 1.4 of the Debenture;

Inter-Company Loan Agreement means the loan agreement to be entered into between the Financial Assistance Subsidiary and WWFS;

LCF means Landsbanki Commercial Finance a division of Landsbanki Islands h.f., operating through its London branch at Beaufort House, 15 St. Botolph Street, London, EC3A 7QR;

LCF Guarantee means the guarantee and indemnity agreement to be entered into between, among others, the Financial Assistance Subsidiary and LCF;

Legal Mortgage means the legal mortgage to be entered into by the Financial Assistance Subsidiary in favour of LCF;

Lloyds Guarantee means the guarantee and indemnity agreement to be entered into between, among others, the Financial Assistance Subsidiary and LTSBCF;

LTSBCF means Lloyds TSB Commercial Finance Limited (company number 733011) whose registered office is at Boston House, The Little Green, Richmond, Surrey TW9 1QE;

Principal means each party to the Guarantee for whose liabilities any such guarantee is given thereunder and in respect of whose transactions with LTSBCF any such indemnity is given under the Guarantee;

Priority Deed means the priority deed to be entered into between, among others, the Financial Assistance Subsidiary and LTSBCF;

Property Bridge Facility Agreement means the property bridge facility agreement to be entered into between the WWFS and LCF;

Secured Liabilities means all monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Financial Assistance Subsidiary to LTSBCF, whether actually or contingently, solely or jointly and whether as principal or surety, including discount charges and interest (as well after as before judgment) commission and other fees and charges at the rates and on the terms agreed between the Financial Assistance Subsidiary and LTSBCF from time to time, together with all Expenses and all amounts owing in respect of Indemnified Events plus, in each case, interest at the rate agreed with the Financial Assistance Subsidiary, from the date the same are incurred to the date of payment in full compounded monthly or otherwise in accordance with LTSBCF's usual practice;

Subordination Deed means the subordination deed to be entered into between, among others, the Financial Assistance Subsidiary, LTSBCF and LCF;

WF Group means WF Group Limited (company number 5495421) of Parkway, Deeside Industrial Park, Chester, Cheshire, CH5 2NS; and

WWFS means Woodward Foodservice Limited (company number 1786682) of Parkway, Deeside Industrial Park, Chester, Cheshire, CH5 2NS.

The assistance will take the form of the execution, delivery and performance by the Financial Assistance Subsidiary of:

- (a) the Lloyds Guarantee whereby the Financial Assistance Subsidiary will, among other things, agree to guarantee in favour of LTSBCF the due performance of all the obligations of the Principal under the Agreement and any other agreement, whenever the Principal does not pay any amount when due, upon LTSBCF's demand in writing, the due payment of all amounts payable to LTSBCF by the Principal whether arising under the Agreement or otherwise;
- (b) the Debenture whereby the Financial Assistance Subsidiary will, among other things, agree to provide fixed and floating charge security in favour of LTSBCF as security for the Secured Liabilities;
- (c) the Priority Deed whereby the Financial Assistance Subsidiary will agree to give certain acknowledgements in relation to the ranking and priority of the security created under the Debenture and the Legal Mortgage;
- (d) the Subordination Deed whereby the Financial Assistance Subsidiary will agree to enter into certain subordination arrangements and give certain undertakings in favour of the Banks;
- (e) the Inter-Company Loan Agreement whereby the Financial Assistance Subsidiary will agree to make advances to WWFS for the purpose of reducing or discharging liabilities incurred in connection with the acquisition by WWFS of the entire issued share capital of the Company; and
- (f) the LTSBCF Standard Security whereby the Financial Assistance Subsidiary will agree to provide fixed and floating security in favour of LTSBCF

This is the Appendix 2 referred to in the Form155(6)(b) declared by the Directors of the Company on 5 September 2006.

APPENDIX 3

PRINCIPAL TERMS OF THE ASSISTANCE GIVEN

All capitalised terms in this Appendix 3, unless the contrary intention appears, have the meanings given to them in Appendix 2.

By entering into the Lloyds Guarantee the Financial Assistance Subsidiary will, among other things, agree to guarantee and indemnify LTSBCF in respect of obligations and liabilities incurred by WWFS in connection with the refinancing of the Existing Facility entered into by WWFS in connection with the acquisition of WWFS by WF Group.

By entering into the Debenture the Financial Assistance Subsidiary will, among other things, provide fixed and floating security in favour of LTSBCF as security for the Secured Liabilities in respect of obligations and liabilities incurred by WWFS in connection with the refinancing of the Existing Facility entered into by WWFS in connection with the acquisition of WWFS by WF Group.

By entering into the LTSBCF Standard Security the Financial Assistance Subsidiary will, among other things, agree to provide security in favour of LTSBCF in respect of obligations and liabilities incurred by WWFS in connection with the refinancing of the Existing Facility entered into by WWFS in connection with the acquisition of WWFS by WF Group.

By entering into the Priority Deed the Financial Assistance Subsidiary will, among other things, agree to give certain acknowledgements in relation to the ranking and priority of the security created under the Debenture and the Legal Mortgages.

By entering into the Subordination Deed the Financial Assistance Subsidiary will, among other things, agree to enter into certain subordination arrangements and give certain undertakings in favour of the Banks.

By entering into the Inter-Company Loan Agreement the Financial Assistance Subsidiary will, among other things, agree to make advances to WWFS for the purpose of reducing or discharging liabilities incurred by WWFS in connection with the refinancing of the Existing Facilities entered into by WWFS in connection with the acquisition of WWFS by WF Group.

This is the Appendix 3 referred to in the Form155(6)(b) declared by the Directors of the Company on 5 September 2006.

APPENDIX 4

DATE ON WHICH ASSISTANCE IS TO BE GIVEN

On any date prior to eight weeks from the date of this Statutory Declaration.

This is the Appendix 4 referred to in the Form155(6)(b) declared by the Directors of the Company on 5 September 2006.