

CHFP025

COMPANIES FORM No. 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

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

Note

Please read the notes on page 3 before completing this form

- * insert full name of company
- ø insert name(s) and address(es) of all the directors

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

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

Name of company

For official use Company number 01529002,

* The Big Food Group Limited

I/Weø See Rider 1

† delete as appropriate

§ delete whichever is inappropriate The business of this company is:

- XEKKOK XEXIX KAKAGEK XEKKAKAK KAKAKAK XEKKAKAKAK XEKAKAKAK XEGEKAKAKAK XEGEKAKAKAK (G)
- (c) something other than the above§

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

Allen & Overy LLP One New Change London EC4M 9QQ

DF/AAAW/70356-00040 DX 73 For official Use
General Section Post room

AHO2A3B5**
COMPANIES HOUSE 05/03/05

The assistance is for the purpose of **MAXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Please do not write in this margin
The number and class of the shares acquired or to be acquired is: See Rider 2	Please complet legibly, preferal in black type, or bold block lettering
The assistance is to be given to: (note 2) See Rider 2	
The assistance will take the form of:	
See Rider 3	
The person who [has acquired] [w xXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	† delete as appropriate
The principal terms on which the assistance will be given are:	
See Rider 4	
The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it isSee Rider 5	
The amount of cash to be transferred to the person assisted is £ See Rider 5	
The value of any asset to be transferred to the person assisted is f See Rider 5	Page 2

The value of any asset to be transferred to the person assisted is \pounds

Please do not write in this . margin

The date on which the assistance is to be given is

See Rider 6

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

(b) as appropriate

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) * delete either (a) or

> 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

Day Month Year

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.

Declarants, to, sign below

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

Booker Directors

Gunnar Sigurdsson 24 Kelsall Mews Richmond TW9 4BP

Hans Kristian Hustad Nygaards Alle 5 Oslo Norway 0871

Jon Asgeir Johannesson Laufasvegur 69 101 Reykjavik Iceland

Acquisition of The Big Food Group Limited

(a) The number and class of shares acquired is:

350,267,250 ordinary shares

(b) The assistance is to be given to:

Giant Bidco Limited (No. 5310162)

(c) The person who has acquired the shares is:

Giant Bidco Limited (No. 5310162)

THE BACKGROUND TO THE FINANCIAL ASSISTANCE IS AS FOLLOWS:

Certain defined terms 1.

The terms listed below have the following meanings when used in this Form:

Acquisition Purposes

The application by Giant Bidco of amounts in or towards:

(a) the consideration payable by Giant Bidco for the Shares (as defined in the Senior Facilities Agreement) being acquired by Giant Bidco pursuant to the Scheme, or the consideration payable as a result of exercise of any Option (as defined in the Senior Facilities

Agreement); and/or

(b) the fees, costs, stamp duty and expenses associated with the Scheme.

Baugur

Baugur Group hf

Bejam Group

Bejam Group Limited

BF

BF Limited

BFG

The Big Food Group Limited

BFG Pension Deed

The agreement to be entered into between BFG and

BFG Pensions

BFG Pensions

Big Food Group Pensions Limited

 $\mathbf{B}\mathbf{G}$

BG Holding ehf

Bidco Structural Intra-Group

Loans

The loans of the amounts stated as such in the Transaction Funds Flow to be made by Giant Topco to Giant Midco, by Giant Topco to Giant Bidco and

by Giant Midco to Giant Bidco

Bond Trustee

The Bank of New York

Booker

Booker Limited

Booker Cash and Carry

Booker Cash and Carry Limited

Booker Retained Group

The Group following the occurrence of the Ice

Acquisition

Booker Retained Whitewash

BFG

Companies

BF

Booker

Booker Cash & Carry

Giant Booker Limited

Linfood Properties

Fitch Lovell Limited

Booker US Limited

Booker Mariculture US Limited

Booker Mariculture UK Limited

Woodward Foodservice

Deep Freeze Supplies

BoS The Governor and Company of the Bank of Scotland

Burdaras Burdaras hf

Burgundy Burgundy Limited

Deep Freeze SuppliesDeep Freeze Supplies Limited

Giant Acquisition As defined in paragraph 2

Giant Banking Documents As defined in paragraph 3

Giant Banking Facilities The facilities provided under the Giant Banking

Documents

Giant Banks Kaupthing, BoS and Landsbanki as providers of the

Giant Banking Facilities

Giant Bidco Investors The Lead Investors and the Co-Investors (each

defined in the Giant Investment Agreement)

Giant Booker Limited

Giant Bridge Facility

The facility provided under the Giant Bridge Facility

Agreement

Giant Bridge Facility Agreement As defined in paragraph 3

Giant Investment Agreement The subscription and shareholders agreement dated

17 December 2004 between Giant Bidco and the

Giant Bidco Investors, (as amended)

Giant Investment Documents The Giant Investment Agreement, and the Articles of

Association, the Loan Stock Instrument and the DDB Instrument (each as defined in the Giant Investment

Agreement)

Ice Acquisition The acquisition by Iceco of the shares in each of the

Ice Sale Companies

Ice Sale The sale of the shares in each of the Ice Sale

Companies

Ice Sale Companies Iceland Foods

International Trading & Exports Ltd

Burgundy

Bejam Group

Iceland (Nominees) Limited

Bejam Freezer Food Centres Limited

Innova Park Limited

EMB Limited

First Retail Properties Limited

Ice Sale Proceeds

The proceeds of the Ice Sale

Ice Sale Proceeds Documents

As defined in paragraph 12

Ice Sale Whitewash Companies

Iceland Foods

International Trading & Exports Ltd

Burgundy

Bejam Group

Iceland Foodstores Ltd

Iceland Overseas Ltd

Iceland Foods (Ireland)

Iceland (Nominees) Limited

Ice Settlement Deed

The deed between among others BF and Giant Bidco setting out the terms on which the Ice Sale Proceeds

are upstreamed

Icebox Midco

Icebox Midco Limited

Iceco

Ice Acquisitions Limited

Iceco Facilities

The facilities under the Iceco Facilities Agreements

Iceco Facilities Agreements

The Iceco Senior Facilities Agreement, the Iceco Senior Mezzanine Facility Agreement and the Iceco

Junior Mezzanine Facility Agreement

Iceco Facilities Banks

Kaupthing, BoS and Landsbanki as providers of the

Iceco Facilities

Iceco Investment Agreement

The shareholders agreement dated 17 December 2004 between Iceco Parent and the Iceco Investors

(as amended)

Iceco Investors

The parties defined as Investors in the Iceco

Investment Agreement

Iceco Parent

Icebox Holdings Limited

Iceco Procurement Deed

As defined in paragraph 11

Iceco Sale Agreement

As defined in paragraph 11

Iceco Senior Facilities Agreement The senior facility agreement dated 17 December

BF

2004 dated between among others Iceco and the

Iceco Facilities Banks (as amended)

Iceco Junior Mezzanine Facility

Agreement

The junior mezzanine facility agreement dated 17 December 2004 between, among others, Iceco and

the Iceco Facilities Banks (as amended)

Iceco Senior Mezzanine Facility

Agreement

The senior mezzanine facility agreement dated 17 December 2004 between, among others, Iceco and

the Iceco Facilities Banks (as amended)

Iceco Vendor

Iceland Foods

Iceland Foods Limited

Iceland Foods (Ireland)

Iceland Foods (Ireland) Limited

Kaupthing

Kaupthing Bank hf

Landsbanki

Landsbanki Islands hf

Linfood Cash and Carry

Linfood Cash and Carry Limited

Linfood Properties

Linfood Properties Limited

Pension Deed

The pension agreement between BFG Pensions and

Giant Topco dated 17 December 2004

Propco

Giant Property Consortium Limited

Propco Facility

The term loan facility provided under the Propco

Facility Agreement

Propco Facility Agreement

The facility agreement dated 17 December 2004 between, amongst others, Propco and the Propco

Facility Bank

Propco Facility Bank

BoS as provider of the Propco Facilities

Propco Investment Agreement

The joint venture agreement dated 17 December 2004 between Propco and the Propco Investors as

amended

Propco Investors

The parties to the Propco Investment Agreement

(other than Propco)

Propco Leasebacks

As defined in paragraph 9

Propco Option Agreements

As defined in paragraph 9

Propco Procurement Deed

As defined in paragraph 9

Propco SLB Documents

As defined in paragraph 9

Propco SLB Proceeds Documents

As defined in paragraph 10

Propco Vendors

Linfood Properties
Linfood Cash & Carry

Booker Cash & Carry

Woodward Foodservice Deep Freeze Supplies

Iceland Foods Burgundy Bejam Group

Iceland Foods (Ireland)

Senior Facilities Agreement

As defined in paragraph 3

Senior Facilities

The facilities provided under the Senior Facilities

Agreement

SLB Proceeds Upstreaming Deed

The agreement between among others Giant Bidco and the Propco Vendors setting out the terms on which the proceeds of the Propco Leasebacks are

upstreamed

Target Bridge Banks

Kaupthing, BoS and Landsbanki as providers of the

Target Bridge Facility

Target Bridge Facility

The facility provided under the Target Bridge

Facility Agreement

Target Bridge Facility Agreement

As defined in paragraph 3

Transaction Funds Flow

The most recent funds flow statement provided by KPMG showing all payments required to implement

all the Transactions

Woodward Foodservice

Woodward Foodservice Limited

2. The Scheme, the Giant Acquisition and the Ice Acquisitions

- (a) BFG has approved the entry into of various documents in connection with the scheme of arrangement under section 425 of the Companies Act 1985 (the **Scheme**) pursuant to which Giant Bidco Limited (**Giant Bidco**) became the holder of the entire issued share capital of BFG (the **Giant Acquisition**).
- (b) The relevant court order had been made on 10 February 2005 and the relevant filings and certificates had been made and issued by Companies House that morning and that therefore the Scheme became effective on 11 February 2005 (the **Effective Date**).
- (c) As a result BFG and its subsidiaries, (the **Subsidiaries**) now formed part of an enlarged group including Giant Bidco as the new holding company, Giant Midco Limited (**Giant Midco**) as the immediate parent of Giant Bidco and Giant Topco Limited as the ultimate parent company (**Giant Topco**) (together the **Group** and each a **Group Company**).
- (d) The Scheme having become effective, Giant Bidco has become obliged to pay cash consideration to the existing shareholders and optionholders of BFG in respect of the cancellation of their existing shares and options, and to bear certain related costs.
- (e) To assist the financing of the purposes set out in (d) above:

- the Giant Bidco Investors have agreed to subscribe for equity in Giant Topco or loan notes or deep discount bonds in Giant Midco respectively in accordance with the Giant Investment Documents; and
- (ii) the Giant Banks have agreed on a certain funds basis and as set out in the Giant Banking Documents to make available to Giant Bidco the Giant Banking Facilities.
- (f) As a result of the occurrence of the Effective Date of the Scheme, BFG and BF will be required to refinance the Target Group Refinanced Financial Indebtedness (as defined in the Target Bridge Facility Agreement), but referred to herein as the **Take Out Debt**.
- (g) To assist BFG and BF in the financing of the purposes set out in (f) above, and as set out in the Target Bridge Facility Agreement and the Senior Facilities Agreement, the Target Bridge Banks and the Giant Banks have agreed with Giant Bidco and (subject to their accession to the Interconditionality Deed and to the Target Bridge Facility Agreement and the Senior Facilities Agreement) the Target Bridge Borrowers on a certain funds basis to make available the Target Bridge Facility and Facility B of the Senior Facilities.
- (h) The Target Bridge Facility and the Giant Bridge Facility are available on a short-term six month bridging basis and, in order to refinance these prior to their maturity, Giant Bidco as the Procuring Vendor under the Propose Procurement Deed and Giant Topco as the Procuring Vendor under the Iceco Procurement Deed have entered into the conditional agreements referred to in (f) and (h) with (among others) Propose and Iceco (respectively), under which (subject to their accession to the Interconditionality Deed) the Propose Vendors and the Iceco Vendor respectively would enter into and (subject as set out below) complete certain sale transactions and use the proceeds of sale to repay inter alia the Target Bridge Facility and the Giant Bridge Facility.
- (i) The Propco Procurement Deed has been entered into between Giant Bidco as the Procuring Vendor and Propco and requires that Giant Bidco shall procure that the Propco Vendors shall and that Propco itself shall execute the Propco Option Agreements subject only to the occurrence of the Effective Date above and the receipt of certain equity funds and also subject to refinancing of the Take Out Debt. Once entered into, the Propco Option Agreements will provide for the Propco Vendors to sell, and Propco to purchase, the Properties (as defined in the Propco Option Agreements) all on terms that each such Property will be leased back to the Propco Vendors, all on the terms set out in the Propco SLB Documents (the **Propco Transaction**).
- (j) To assist the financing of the purposes set out in (i) above:
 - (iii) the Propco Investors have agreed to subscribe for equity and other shares in and make shareholder loans to, Propco in accordance with the Propco Investment Agreement; and
 - (iv) the Propco Facility Banks have agreed with Propco on a certain funds basis and as set out in the Propco Facility Agreement to make available to Propco the Propco Facility.
 - (v) Giant Bidco had agreed to pay an inducement fee of £9 million to Propco (the **Propco Inducement Fee**) and subscribe for a deferred share in Propco for an agreed price and had raised a facility of that amount from BoS made available as part of Facility A of the Senior Facilities (the **Daylight Facility**).
- (k) the Iceco Procurement Deed has been entered into between Giant Topco as the Procuring Vendor and Iceco Parent and requires that they shall procure and that Giant Bidco and BF (in such capacity the Iceco Vendor) and Iceco respectively execute the Iceco Sale Agreement subject only to the occurrence of the Effective Date, the completion of the refinancing referred to at (g) above, the completion of the Propco Transaction referred to at (i) above, the receipt of certain equity funds.

Once entered into, the Iceco Sale Agreement will provide for the Iceco Vendor to sell, and Iceco to purchase, the Ice Sale Companies all on the terms set out in the Iceco Sale Agreement.

- (l) To assist the financing of the purposes set out in paragraph (k) above:
 - (i) the Iceco Investors have agreed to subscribe for equity and make shareholder loans to Iceco Parent and Iceco Intermediate Parent respectively in accordance with the Iceco Investment Agreement; and
 - (ii) the Iceco Facility Banks have agreed with Iceco on a certain funds basis and as set out in the Iceco Facilities Agreements to make available the Ice Facilities.
- (m) The proceeds of sale received under the Propco SLB Documents and the Ice Sale Agreements referred to in (i) and (k) above will be applied towards payment of the Propco Inducement Fee, repaying obligations under the Target Bridge Facility, the Daylight Facility, the Giant Bridge Facility and/or the Senior Facilities and/or towards funding the Acquisition Purposes and/or towards payment of initial rent due under the Propco SLB Documents.

3. Giant Banking Documents

The following documents (the Giant Banking Documents) have been (or will be) entered into relating to the debt financing of the Giant Acquisition:

- (a) The following facilities agreements:
 - (i) a senior term and revolving facilities agreement dated 17th December, 2004 and made between, amongst others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein) (as amended) (the **Senior Facilities Agreement**);
 - (ii) a mezzanine facility agreement dated 17th December, 2004 between, among others, Giant Bidco and BoS as Mezzanine Agent and Security Trustee (as such terms are defined therein) (as amended) (the **Mezzanine Facility Agreement**);
 - (iii) a senior wood bridge facility agreement dated 17th December, 2004 relating to the Wood disposal made between, amongst others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein), (as amended) (the Senior Wood Bridge Facility Agreement);
 - (iv) a senior bidco bridge facility agreement dated 17th December, 2004 made between, amongst others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein), (as amended) (the **Giant Bridge Facility Agreement**); and
 - (v) a senior target bridge facility agreement dated 17th December, 2004 made between, among others, Giant Bidco and BoS as Senior Agent and Security Trustee (as such terms are defined therein), (as amended) (the **Target Bridge Facility Agreement**).
 - ((i) (v)) above being the **Facilities Agreement**)
- (b) the following finance documents:
 - (i) a debenture granted by among others, Giant Topco, Giant Midco and Giant Bidco in favour of BoS as Security Agent (the **Debenture**);
 - (ii) an intercreditor agreement dated 17th December, 2004 (the **Intercreditor Agreement**) between, inter alia, BoS, Giant Topco and Giant Bidco;

- (iii) the Fees Letter (as defined in the Senior Facilities Agreement);
- (iv) the Hedging Strategy Letter (as defined in the Senior Facilities Agreement); and
- (v) a syndication letter from BoS to Giant Bidco and Giant Topco.
- (c) the following ancillary documents:
 - (i) an ancillary facility letter (the Ancillary Facility Letter); and
 - (ii) a counter-indemnity granted by Giant Bidco pursuant to the Ancillary Facility Letter.

4. Ice Sale Documents

The following documents relating to the sale transactions described at paragraph 2(k) above (the **Iceco Transaction**) have or will be entered into:

- (a) the deed in respect of the Ice Sale between Giant Bidco as the Procuring Vendor, Iceco and Iceco Parent (the Iceco Procurement Deed); and
- (b) the agreement to be entered into between BF and Iceco, upon completion of the Iceco Procurement Deed, in respect of the Ice Sale (the Iceco Sale Agreement and together with the Iceco Procurement Deed, the Ice Sale Documents).

THE ASSISTANCE WILL TAKE THE FORM OF:

5. General

An accession letter (the **Interconditionality Accession Deed**) to a document dated 17 December 2004 between among others Giant Topco, Giant Midco, Giant Bidco, Burduras, BoS, Kaupthing and Propco and referred to as the Global Interconditionality Deed (the **Interconditionality Deed**).

6. Propco SLB Documents

The following documents relating to the sale and leaseback transactions described in paragraph 2(i) above (the **Propco Transaction**):

- (d) the deed entitled Master Property Agreement dated 17 December 2004 between Giant Bidco as the Procuring Vendor and Propco, as amended (the **Propco Procurement Deed**);
- (e) the agreed form of leases to be entered into by the relevant parties on exercise of the Propco Option Agreements, (the **Propco Leasebacks**);
- (f) the agreed form of Put and Call Options to be entered into pursuant to the Propco Procurement Deed (the **Propco Option Agreements** and together with the Propco Leasebacks, the **Propco SLB Documents**);
- (g) the agreed form of option exercise notice.

7. Propco SLB Proceeds Documents

The following documentation to implement all repayments and loans and corporate transactions required to achieve repayment of the Target Bridge Facility and the Senior Facilities out of the gross proceeds received under the Propco SLB Documents (the **Propco SLB Proceeds Documents**):

(h) the SLB Proceeds Upstreaming Deed; and

(i) form of payment instruction letter to Propco as provided for under the SLB Proceeds Upstreaming Deed.

8. Ice Sale Proceeds Documents

The Ice Settlement Deed and a payment instruction letter to be issued in connection with the payments to be made by the purchaser under the Iceco Sale Agreement and Ice Settlement Deed (together, the Ice Sale Proceeds Documents), being the documents required to implement all repayments, loans and novations and other corporate transactions to apply the proceeds of the Ice Sale towards repayment of the balance of the Target Bridge Facility, the Giant Bridge Facility and/or the Senior Facilities and/or towards funding the Acquisition Purposes.

THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN ARE:

9. Interconditionality Accession Deed

The Interconditionality Accession Deed represents the terms and conditions upon which BFG, BF and the Propco Vendors accede to the Interconditionality Deed, give their assent to such provisions, to note the terms and to agree to the arrangements thereunder and accordingly would among other things agree to comply with certain conditions relating to the implementation of the Giant Acquisition, the Iceco Transaction, the Propco Transaction and the refinancing of BFG and BF.

10. Propco SLB Documents

Under the terms of the Propco Procurement Deed, Giant Bidco procured that, conditional on certain events occurring, the Propco Vendors will enter into the Propco Option Agreements, which, if exercised, will require a transfer of certain property assets to Propco. Upon the transfer of those property assets, the Propco Leases will be entered into by the Propco Vendors and the future occupation of the Propco Vendors of the transferred property assets would be subject to the terms of the Propco Leases.

11. Propco SLB Proceeds Documents

Upon completion of the Propco Leasebacks, the proceeds received by the Propco Vendors would be upstreamed to Giant Bidco in accordance with the terms of the Propco SLB Proceeds Documents.

12. Ice Sale Proceeds Documents

Upon payment being received by Giant Bidco under the Iceco Sale Agreement, pursuant to the Ice Settlement Deed, loans would be created between Giant Bidco on the one hand and BF and other members of the Booker Retained Group on the other hand, in relation to payments received by Giant Bidco on their behalf and applied in repayment of facilities advanced pursuant to the Facilities Agreements. Liabilities for certain sums owed by Giant Bidco to certain Iceland Companies (as defined in the Ice Settlement Deed) under the SLB Proceeds Upstreaming Deed would also be novated to Iceco.

25 February 2005

The amount of cash to be transferred to the person assisted is any amounts transferred pursuant to the Propeo SLB Proceeds Documents.

The value of any asset to be transferred to the person assisted is the value of the properties of the Propco Vendors to be sold pursuant to the Propco SLB Documents.

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The date on which the assistance is to be given is within 8 weeks from the date of this declaration.



KPMG LLP 8 Salisbury Square London EC4Y 8BB

United Kingdom

Tel +44 (0) 20 7311 1000 Fax +44 (0) 20 7311 3311 DX 38050 Blackfriars

Private & confidential

The Directors
The Big Food Group Limited (formerly The Big Food Group plc)
(Registered No 01529002)
Second Avenue
Deeside Industrial Park, Deeside
Clwyd, CH5 2NW

Our ret ajp/sh

Contact Andy Pyle

0121 232 3603

25 February 2005

Dear Sirs

Auditors' report to the directors of The Big Food Group Limited ('the Company') pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 25 February 2005 in connection with the proposal that the subsidiaries detailed on the attached appendix, of which the Company is a holding company, should give financial assistance for reducing or discharging a liability incurred for the purchase of 100% of the Company's ordinary share capital.

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

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.

Yours faithfully

KPMG LLP

Registered Auditor

Kens LLP



Appendix 1

Bidco subsidiaries

BF Limited
Giant Booker Limited (formerly Booker plc)
Booker Cash & Carry Limited
Linfood Cash & Carry Limited
Linfood Properties Limited
Fitch Lovell Limited
Booker US Limited
Booker Mariculture US Limited
Booker Mariculture UK Limited
Woodward Foodservice Limited
Deep Freeze Supplies Limited
Booker Limited
Expert Group Limited
Expert Group (No. 2) Limited

Ice subsidiaries

Iceland Foods Limited (formerly Iceland Foods plc)
Iceland Foodstores Limited
Burgundy Limited
Bejam Group Limited (formerly Bejam Group plc)
Iceland Overseas Limited
Iceland (Nominees) Limited
International Trading & Exports Limited