

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

155(6)b

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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05/03/05

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

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

The number and class of the shares acquired or to be acquired is: See Rider 2

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] ~~will acquire~~ the shares is:

See Rider 2

† 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 is See 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 £ See Rider 5

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

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)

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

(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) ~~XXXXX intended to commence the winding up of the company with XXXX on the 10th day of XXXX and XXXX~~
~~XXXX formed the opinion that the company will be able to pay its debts in full within XXXX of the~~
~~XXXX 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

Declarants to sign below

One New Change, London

on

Day	Month	Year
25	02	2005

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.

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

RIDER 1

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

RIDER 2

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)

RIDER 3

THE BACKGROUND TO THE FINANCIAL ASSISTANCE IS AS FOLLOWS:

1. Certain defined terms

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
BG	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 Companies	BFG 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 Supplies	Deep 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	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 11
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 10
Iceco Sale Agreement	As defined in paragraph 10
Iceco Senior Facilities Agreement	The senior facility agreement dated 17 December 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	BF
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 8

Propco Option Agreements	As defined in paragraph 8
Propco Procurement Deed	As defined in paragraph 8
Propco SLB Documents	As defined in paragraph 8
Propco SLB Proceeds Documents	As defined in paragraph 9
Propco Vendors	Booker Cash & Carry Linfood Properties Linfood 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. Scheme and the Giant Acquisition

- (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:
 - (i) 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 Propco 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) Propco and Iceco (respectively), under which (subject to their accession to the Interconditionality Deed) the Propco 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 the 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:
 - (i) 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;
 - (ii) 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; and

- (iii) 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 Part 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:
 - (iv) 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
 - (v) 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 Documents 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 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 17 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 17 December 2004 between, amongst 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 17 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 17 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 17 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 **Target Bridge Facility Agreement**).

((i) – (v) above being the **Facilities Agreement**)

(b) the following security 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 17 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.

THE ASSISTANCE WILL TAKE THE FORM OF:

4. 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**).

5. Giant Banking Documents

The following documents relating to the debt financing of the Giant Acquisition:

- (b) a second accession letter (the **Second Senior Accession Letter**) to the Senior Facilities Agreement between, inter alia, the Booker Retained Whitewash Companies and BoS as Security Trustee (as such term is defined therein);
- (c) an accession letter (the **Mezzanine Accession Letter**) to the Mezzanine Facilities Agreement between, inter alia, the Booker Retained Whitewash Companies and BoS as Security Trustee (as such term is defined therein);
- (d) an accession letter to the Giant Bridge Facility Agreement (the **Giant Bridge Facility Accession Letter**) between, inter alia, the Booker Retained Whitewash Companies and BoS as Security Trustee (as such term is defined therein);
- (e) an accession letter to the Senior Wood Bridge Agreement (the **Senior Wood Bridge Facility Accession Letter**) between, inter alia, the Booker Retained Whitewash Companies and BoS as Security Trustee (as such term is defined therein);

- (f) a second accession letter to the Target Bridge Facility Agreement (the **Second Target Bridge Accession Letter**) between inter alia the Booker Retained Whitewash Companies (other than BFG and BF) and BoS as Security Trustee (as such term is defined therein);
 - (g) an accession deed (the **Debenture Accession Deed**) to the Debenture between, inter alia, the Booker Retained Whitewash Companies (other than Deep Freeze Supplies) and BoS as Security Trustee (as such term is defined therein);
 - (h) an accession deed (the **Intercreditor Accession Deed**) to the Intercreditor Agreement between, inter alia, the Booker Retained Whitewash Companies and BoS as Security Trustee (as such term is defined therein);
 - (i) a floating charge between inter alia Deep Freeze Supplies and BoS as Security Trustee (as defined therein) (the **Deep Freeze Floating Charge**);
 - (j) a deed of release between Deep Freeze Supplies and BoS relating to existing security (the **Deep Freeze Deed of Release**);
 - (k) a share pledge between Woodward Food Service and BoS relating to shares in Deep Freeze Supplies (the **Deep Freeze Supplies Share Pledge**);
 - (l) a partial deed of release between the Booker Retained Whitewash Companies and BoS as Security Trustee relating to the shares in the Ice Sale Companies; and
 - (m) a partial deed of release between the Booker Retained Whitewash Companies and BoS as Security Trustee relating to the properties subject to the Propco Option Agreements,
- (the documents in (l) – (m) above being the **Partial Deeds of Release**).

6. **Ongoing Upstream Loan Documents**

An intra-group loan agreement (the **Intra Group Loan Agreement**) for the provision of a loan facility to be made available from the Booker Retained Whitewash Companies to BFG, BF and Giant Bidco, Giant Midco and Giant Topco.

7. **Downstream Loan Documents**

A down stream loan agreement (the **Downstream Loan Agreement**) for the provision of a loan facility to be made available from Giant Bidco to BFG and BF.

8. **Propco SLB Documents**

The following documents relating to the sale and leaseback transactions described in paragraph 6(f) above (the **Propco Transaction**):

- (a) 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**);
- (b) the agreed form of leases to be entered into by the relevant parties on exercise of the Propco Option Agreements, (the **Propco Leasebacks**);
- (c) 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**); and

- (d) the agreed form of option exercise notice.

9. 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**):

- (a) the SLB Proceeds Upstreaming Deed; and
- (b) a payment instruction letter to Propco relating to the application and payment of proceeds of sale payable by Propco under the Propco Option Agreements..

10. Ice Sale Documents

The following documents relating to the sale transactions described at 2(k) above (the **Iceco Transaction**):

- (a) the deed in respect of the Ice Sale between Giant Topco as the Procuring Vendor and Iceco Parent, as amended (the **Iceco Procurement Deed**); and
- (b) the agreement to be entered into between Giant Bidco, BF, Ice Parent 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**).

11. 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.

RIDER 4

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

12. 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.

13. 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.

14. 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.

15. Ice Sale Documents

Under the terms of the Iceco Procurement Deed, Giant Topco and Iceco Parent procured, conditional on certain events occurring, the entry by Bidco and BF and Iceco respectively into the Iceco Sale Agreement. The Iceco Sale Agreement sets out the terms on which BF sells the shares in certain of its subsidiaries, comprising the business of Iceland, to Iceco for an amount to be received by Giant Bidco, on behalf of BF and other members of the Booker Retained Group, by way of a payment in respect of the shares transferred and by way of a repayment of intercompany debt owed to BF and other members of the Booker Retained Group.

16. 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.

17. Giant Banking Documents

(a) Second Senior Accession Letter

- (i)** The Senior Facilities Agreement represents the terms and conditions upon which the Lenders (as defined therein) made the facilities available to Giant Bidco to, inter alia, fund the Scheme and the Giant Acquisition.

(ii) The Second Senior Accession Letter is the mechanism pursuant to which the Company and the Booker Retained Whitewash Companies accede to the Senior Facilities Agreement, give their assent to such provisions, to note the terms and to agree to the arrangements thereunder, and accordingly each would, amongst other things (as each such term is defined in the Senior Facilities Agreement):

- (A) guarantee to each Finance Party the punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
- (B) undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (C) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it 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.

(b) Mezzanine Accession Letter

- (i) The Mezzanine Facility Agreement represents the terms and conditions upon which the Lenders (as defined therein) made the facilities available to Giant Bidco to, *inter alia*, fund the Scheme and the Giant Acquisition.
- (ii) The Mezzanine Accession Letter is the mechanism pursuant to which the Booker Retained Whitewash Companies accede to the Mezzanine Facility Agreement, give their assent to such provisions, to note the terms and to agree to the arrangements thereunder and to become Guarantors (as defined therein) under the Mezzanine Facility Agreement.

(c) Giant Bridge Facility Accession Letter

- (i) The Giant Bridge Facility Agreement represents the terms and conditions upon which the Lenders (as defined therein) made the facilities available to the Giant Bidco to, *inter alia*, fund the Scheme and the Giant Acquisition.
- (ii) The Giant Bridge Facility Accession Letter is the mechanism pursuant to which the Booker Retained Whitewash Companies accede to the Giant Bridge Facility Agreement, give its assent to such provisions, to note the terms and to agree to the arrangements thereunder and to become a Guarantor (as defined therein) under the Giant Bridge Facility Agreement.

(d) Senior Wood Bridge Facility Accession Letter

- (i) The Senior Wood Bridge Facility Agreement represents the terms and conditions upon which the Lenders (as defined therein) made the facilities available to Giant Bidco to, *inter alia*, fund the Scheme and the Giant Acquisition.
- (ii) The Senior Wood Facility Accession Letter is the mechanism pursuant to which the Booker Retained Whitewash Companies accede to the Senior Wood Bridge Facility Agreement, give their assent to such provisions, to note the terms and to agree to the arrangements thereunder and to become a Guarantor (as defined therein) under the Senior Wood Bridge Facility Agreement.

(e) Second Target Bridge Accession Letter

- (i) The Target Bridge Facility Agreement represents the terms and conditions upon which the Lenders (as defined therein) make the facilities available to Giant Bidco to, *inter alia*, fund the Scheme and the Giant Acquisition.
- (ii) The Second Target Bridge Accession Letter is the mechanism pursuant to which certain of the the Booker Retained Whitewash Companies (other than BFG and BF) accede to the Target Bridge Facility Agreement, give their assent to such provisions, to note the terms and to agree to the arrangements thereunder, and accordingly each would, amongst other things (as each such term is defined in the Target Bridge Facility Agreement):
 - (A) guarantee to each Finance Party the punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
 - (B) undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
 - (C) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it 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.

(f) Debenture Accession Deed

The Debenture Accession Deed is the mechanism pursuant to which the Booker Retained Whitewash Companies (other than Deep Freeze Supplies) accede to the Debenture, give their assent to such provisions, to grant fixed and floating charges over all of their assets, property and undertakings, to note the terms and to agree to the arrangements thereunder.

(g) Intercreditor Accession Deed

The Intercreditor Accession Deed represents the mechanism pursuant to which the Booker Retained Whitewash Companies accede to the Intercreditor Agreement, give their assent to such provisions, to note and be bound by the terms and payment regulations and to agree to the arrangements thereunder.

(h) Deep Freeze Floating Charge

The Floating Charge is the mechanism pursuant to which Deep Freeze Supplies grants a floating charge over all of its assets, property and undertakings in favour of the Security Trustee (as such term is defined therein), to note the terms and to agree the arrangements thereunder.

(i) Partial Deeds of Release

The Partial Deeds of Release contain the mechanism pursuant to which property of certain Propco Vendors is released from certain security held by BoS as Security Trustee and respectively in order to allow for the Ice Sale and Propco Transaction to occur.

(j) Deep Freeze Supplies Deed of Release

The Deep Freeze Supplies Deed of Release contains the mechanism pursuant to which BoS releases certain existing security held over the assets of Deep Freeze Supplies.

(k) Deep Freeze Supplies Share Pledge

The Deep Freeze Supplies Share Pledge is the mechanism pursuant to which Woodward Foodservice grants a pledge over its shares in Deep Freeze Supplies.

18. Ongoing Upstream Loan Documents

The Intra Group Loan Agreement is the mechanism pursuant to which the Booker Retained Whitewash Companies agree to lend monies to Giant Bidco, Giant Midco, Giant Topco, BFG and BF on the terms and conditions thereof from time to time and to enable Giant Bidco, Giant Midco, Giant Topco, BFG and BF to meet the requirements under the Facilities Agreement as they fall due and payable.

19. Downstream Loan Documents

The Downstream Loan Agreement is the mechanism pursuant to which Giant Bidco agrees to lend monies to BFG and BF on the terms and conditions thereof from time to time to enable BFG and BF to meet their requirements under the Target Bridge Facility Agreement.

RIDER 5

The amount of cash to be transferred to the person assisted is:

- (a) Any amounts lent under the Intra Group Loan Agreement and the Downstream Loan Agreement from time to time.
- (b) Any amounts transferred pursuant to the Propco SLB Documents, the Propco SLB Proceeds Documents, the Ice Sale Proceeds Documents and Ice Sale Documents.

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

- (a) The value of the properties of the Propco Vendors to be sold pursuant to the Propco SLB Documents.
- (b) The value of the assets to be sold under the Ice Sale Documents.

RIDER 6

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



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The Directors
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Clwyd, CH5 2NW

Our ref 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

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