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CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

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

[] [] [] [] [] []

02263726

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

Name of company

* Whittard of Chelsea Limited

* insert full name
of company

X We \emptyset See Appendix 1

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

† delete as
appropriate

~~XXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a recognised bank, licensed institution, with the meaning of the Banking Act 1979,~~

~~(b) that of a person authorised under section 4 of the Insurance Companies Act 1982 to carry~~

~~insurance business in the United Kingdom~~

(c) something other than the above§

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

[company] ~~XXXXXXXXXXXX~~ Whittard of Chelsea Limited (02263726)

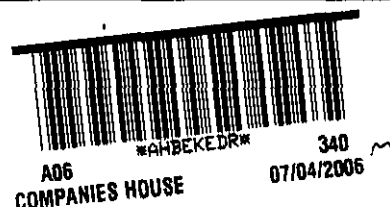
The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the
purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 25,257,215 £0.05 ordinary
shares.

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

Eversheds LLP
115 Colmore Row
Birmingham
B3 3AL

For official Use
General Section



The assistance is to be given to: (note 2) Java Acquisitions Limited (Company Number:

05650854) whose registered office is at Unit 95, Second Avenue, Pensnett
Trading Estate, Kingswinford, West Midlands DY6 7FT

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legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Appendix 2

The person who [has acquired] [~~will acquire~~] the shares is:

† delete as
appropriate

Java Acquisitions Limited (05650854)

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

See Appendix 3

The amount of cash to be transferred to the person assisted is £ See Appendix 4

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 the date hereof

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

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

~~X~~We have formed the opinion, as regards the 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 the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

~~(b) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the 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

RENDIR HOUSE, NEW BOND ST, LONDON W1S 2TG

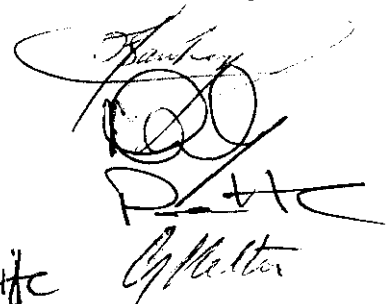
Declarants to sign below

Day Month Year
on

0	5	0	4	2	0	0	6
---	---	---	---	---	---	---	---

before me LOUISE RATCLIFFE Louise Ratcliffe

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
37 Castle Terrace
Edinburgh
EH1 2EB

Appendix 1 to Form 155(6)a

Names and Addresses of all Directors of Whittard of Chelsea Limited (Company Number 02263726)



Haraldsson, Palmi

Brekkutun 13
Reykjavik
200
Iceland

Hilton, John Phillip Giles

123 Blenheim Road
London
E17 6HT

Sawhey, Kanwarbir Singh

202 Hagley Road
Birmingham
West Midlands
B16 9PQ

Shutts, Nicholas

Alton Lodge
Cross Bank Near Lye Head
Bewley
Worcestershire
DY12 2XB



Appendix 2 to Form 155(6)a

The form of the financial assistance to be given by Whittard of Chelsea Limited (number 02263726)

The entering into by the Target of the documents listed and described below (or of documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with the reducing and discharging a liability incurred for the purpose of the acquisition of the whole of the issued share capital of the Target (in this declaration referred to as the "**Target**") by Java Acquisitions Limited (the "**Buyer**") (the "**Acquisition**"):

1. An intra-group loan agreement (the "**Intra-Group Loan Agreement**") to be made between the Buyer and the Target pursuant to which monies may be loaned or borrowed by each party or otherwise transferred between the parties thereto.
2. A guarantee increase deed (the "**Guarantee Increase Deed**") pursuant to which the Target confirms and acknowledges that the guarantee and indemnity obligations undertaken by it under the Facilities Agreement in relation to the revolving credit facility, are extended to include, without limitation, all obligations of the Obligor to the Finance Parties (including, without limitation, under the Finance Documents).
3. A debenture (the "**Debenture**") acceded to by the Target by a Deed of Accession dated 18 January 2006 pursuant to which the Target charged substantially all its property, assets and undertaking, present and future in favour of the Security Trustee (on behalf of the Finance Parties) in relation to the revolving credit facility; and which pursuant to the Guarantee Increase Deed the terms of which will now extend so that the Target as primary obligor and not merely as surety, covenants with the Security Trustee that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Finance Parties under the Finance Documents or any other document evidencing or securing any such liabilities (including, for the avoidance of doubt, sums due from the Buyer in connection with the Acquisition)(the "**Secured Liabilities**"); and as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Security Trustee substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.

Definitions

In this declaration, unless otherwise defined above, defined terms have the meanings given to them below:

"Facilities Agreement"

means a multicurrency term and revolving facilities agreement dated 14 December 2005 between the Buyer, Barney Holdings Limited, Pyle Limited, Boaters Coffee Co. Limited, Julian Graves Limited and Landsbanki Islands hf as Agent, Arranger, Issuing Bank and Security Trustee and the institutions named therein as Lenders (for and on behalf of the Finance Parties) and acceded to by the Target by a letter dated 18 January 2006 (the **"Accession Letter"**).

"Obligors"

means Barney Holdings Limited (company number: 4960563), Java Acquisitions Limited (company number: 5650854), Pyle Limited (company number: 04871358), Boaters Coffee Co. Limited (company number: 02550799), Julian Graves Limited (company number: 02109178) and Whittard of Chelsea Limited (company number: 02263726).

"Finance Documents"

means the Facilities Agreement and the other finance and security documents referred to therein.

"Finance Parties"

means Landsbanki Islands hf (as Agent, Arranger, Issuing Bank and Security Trustee) and any other financial institution from time to time party to the Facilities Agreement as a Lender.

Appendix 3 to Form 155(6)a

Principal terms on which Financial assistance will be given by Whittard of Chelsea Limited (number 02263726)

Handwritten signature and initials, possibly "PH" and "JN", in the top right corner.

Terms defined in Appendix 2 have the same meaning in this Appendix 3

1. By executing the Intra-Group Loan Agreement the Target and the Buyer will make available monies which may be loaned or borrowed by each party or otherwise transferred between the parties thereto, to be used by the Buyer and/or the Target, to inter alia, make payments when due under the Finance Documents, provided that the Target shall only be obliged to make advances if, inter alia, the aggregate of all monies standing to the credit of its bank accounts exceeds the amount of the proposed advance and the Target is solvent.
2. By executing the Guarantee Increase Deed the Target will confirm and acknowledge that the guarantee and indemnity obligations undertaken by it under the Facilities Agreement in relation to the revolving credit facility, are extended to include, without limitation, all obligations of the Obligors to the Finance Parties (including, without limitation, under the Finance Documents).
3. By executing the Guarantee Increase Deed the Target and which pursuant to the Guarantee Increase Deed the terms of Debenture will now extend so that:
 - 3.1 as primary obligor and not merely as surety, covenant with the Security Trustee that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Finance Parties under the Finance Documents or any other document evidencing or securing any such liabilities (including, for the avoidance of doubt, sums due from the Buyer in connection with the Acquisition)(the "**Secured Liabilities**"); and
 - 3.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Security Trustee substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.

Appendix 4 to Form 155(6) a

Amount of cash to be transferred to persons assisted

The amount of any advances, up to a maximum of £40,000,000.00, made from time to time under the terms of the Intra Group Loan Agreement (as defined in Appendix 2)

Handwritten signature and initials in the top right corner, possibly reading 'P.H.' and 'J.H.'.



BDO Stoy Hayward LLP
Chartered Accountants

125 Colmore Row
Birmingham B3 3SD
Telephone: +44 (0)121 200 6200
Facsimile: +44 (0)121 200 6222
Web site: www.bdo.co.uk

5 April 2006

The Directors
Whittard of Chelsea Limited
Unit 95
The Pensnett Estate
Kingswinford
West Midlands
DY6 7FT

Dear Sirs

Independent auditors' report to the directors of Whittard of Chelsea Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Whittard of Chelsea Limited ("the Company") dated 5 April 2006 in connection with the proposal that the Company should give financial assistance in connection with the reduction or discharge of liabilities incurred in relation to the purchase of the whole of the issued share capital of the Company.

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.

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 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

BDO Stoy Hayward LLP

BDO Stoy Hayward LLP