



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

**155(6)b**

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

~~X~~We Please see Appendix 1

04253375

WE **SAT** **TUESDAY**



\*AOZUVTU9\*  
A49 16/10/2007 724  
COMPANIES HOUSE  
\*AB1NHT6P\*  
A08 22/09/2007 207  
COMPANIES HOUSE  
17 29/08/2007 286  
COMPANIES HOUSE

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

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 1HN

The assistance will take the form of

Please see Appendix 3

The person who [has acquired] ~~XXXXXX~~ † the shares is  
GK Foods (UK) Limited

† delete as appropriate

The principal terms on which the assistance will be given are

Please see Appendix 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 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 Within 8 weeks of today's date

**Please complete  
legibly, preferably  
in black type, or  
bold 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)

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

(a) ~~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)

[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

provisions of the Statutory Declarations Act 1835  
HILTON RHODES RESORT  
Declared at IALYSSOS AVE, IXIA,  
RHODES GR 85100 - GREECE


**Declarants to sign below**

*[Handwritten signature]*

Day Month Year  
on 1 6 0 8 2 0 0 7

on 

1	2	3	4	5	6	7
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 ELISAVET IOANNA  
before me  PAPOUTSI

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

**SCHEDULE TO FORM 155(6)B**

**WT TIGER 2 LIMITED**  
**COMPANY NO: 04253375 (the "Company")**

**APPENDIX 1 DIRECTORS' NAMES AND ADDRESSES**

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

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 GUARANTEE

The application of a composite guarantee granted by the Subsidiary and others to HSBC Bank plc (as "**Bank**") 28 July 2006 (the "**Guarantee**") to the liabilities incurred to the Bank under the Facilities Agreement (as defined below)

#### 2 DEBENTURE

The application of a debenture executed by the Subsidiary on 28 July 2006 pursuant to which the Subsidiary 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 Subsidiary (including under the Guarantee) to the Bank (the "**Debenture**") to the liabilities incurred to the Bank under the Facilities Agreement

#### 3 GUARANTEE AND DEBENTURE ASSISTANCE

- 3 1 The liabilities secured by the Guarantee and Debenture granted by the Subsidiary shall include the liabilities incurred by WT Foods Limited (a subsidiary of the Company) (the "**Borrower**") pursuant to a senior facilities agreement entered into between the Bank and the Borrower on or about the date of this Form 155(6)b (the "**Facilities Agreement**") which sets out the terms on which the Bank would, amongst other things, provide to the Borrower

- (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**"

- 3 2 The Facilities are to be made available to the Borrower for, amongst other things, the purposes of putting the Borrower in funds to repay an intercompany loan or loans made between GK Foods (UK) Limited (as lender) and the Borrower (as borrower) (the "**Intercompany Loan**")

- 3 3 The purpose of the Intercompany Loan was to fund the performance by the Borrower of certain obligations incurred by the Borrower in relation to the acquisition of the entire issued share capital of WT (Holdings) Limited (the holding company of the Company and the Subsidiary) pursuant to an acquisition agreement dated 28 February 2007 (the "**Acquisition**")

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

##### **1 GUARANTEE**

###### **1.1 By executing the Guarantee the Subsidiary, 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 in the Guarantee), being all monies and liabilities whatever and whenever and however incurred, whether with or without the Subsidiary'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, Rio Pacific Food Services (Holdings) Limited, Funnybones Foodservice Limited, Chadha Oriental Foods Limited, Drenning Limited, Erco Products 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

###### **1.2 The Guarantee contains a right of set-off in favour of the Bank**

##### **2 DEBENTURE**

###### **2.1 By executing the Debenture the Subsidiary, amongst other things**

- (a) agreed to pay and discharge all money and liabilities whatever, whenever and however incurred whether now or in the future due from the Subsidiary 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 fees, costs and expenses to the Bank

###### **2.2 The Subsidiary also agreed in the Debenture on being reasonably required to do so by the Bank to, and at the cost and expense of the Subsidiary 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 an 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 charge 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 Debenture and the Guarantee 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



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

**155(6)b**

Page 1



The assistance is for the purpose of ~~0902809000~~ ~~0902809000~~ [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  
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(a) ~~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)

[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 WT HOUSE  
BESTEMER ROAD  
WELWYN GARDEN CITY

Declarants to sign below

on 

Day	Month	Year
16	08	2007

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

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Canada
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Buckinghamshire  
SL9 7NP

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###### **1 1 By executing the Guarantee the Subsidiary, amongst other things**

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- (b) gave various undertakings, covenants and indemnities and agree to pay certain fees, costs and expenses to the Bank

###### **1 2 The Guarantee contains a right of set-off in favour of the Bank**

##### **2 DEBENTURE**

###### **2 1 By executing the Debenture the Subsidiary, amongst other things**

- (a) agreed to pay and discharge all money and liabilities whatever, whenever and however incurred whether now or in the future due from the Subsidiary 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 fees, costs and expenses to the Bank

###### **2 2 The Subsidiary also agreed in the Debenture on being reasonably required to do so by the Bank to, and at the cost and expense of the Subsidiary 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 an 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 charge 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 Debenture and the Guarantee 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

The Directors  
WT Tiger 2 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 Tiger 2 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's subsidiary undertaking, Funnybones Foodservice Limited, 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*