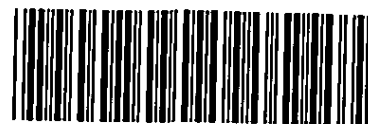


Company No 04562599

FRIDAY



LD4 06/07/2007 344  
COMPANIES HOUSE

**THE COMPANIES ACT 1985 (as amended)**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**of**

**MARLOW FOODS HOLDINGS LIMITED**

Unless otherwise defined herein or the context requires otherwise, all capitalised terms used in these resolutions have the meanings ascribed to them in the in the £2,100,000,000 term and revolving credit facilities agreement dated 3 December 2006 (as amended on 5 December 2006 and as amended and restated by a Supplemental Agreement dated 22 December 2006, a Supplemental Agreement dated 16 March 2007 and a Supplemental Agreement dated 29 June 2007 and as amended and restated from time to time) between, amongst others, Premier Foods plc (the "**Parent**"), Premier Financing Limited and Premier Foods Investments Limited as borrowers, certain subsidiaries of the Parent as guarantors, the Arrangers, Lloyds TSB Bank plc as Facility Agent and Security Trustee (each as defined therein) and the other financial institutions listed therein as lenders and the issuing bank (the "**Facilities Agreement**")

We, the undersigned, being all the members of Marlow Foods Holdings Limited (the "**Company**") who at the date of these resolutions have the right to attend and vote at an Extraordinary General Meeting of the Company, resolve, in accordance with Section 381A of the Companies Act 1985 (as amended) as follows and agree that the following resolutions shall for all purposes be as valid and effective as if they had been passed as Special Resolutions at an Extraordinary General Meeting of the Company duly convened and held

**RESOLUTIONS**

**THAT** the following resolutions be passed

- 1 **THAT** the Company and its English subsidiary, Marlow Foods Limited (the "**Subsidiary**") enter into a confirmatory agreement (the "**Confirmatory Agreement**") the terms of which be approved, to which, *inter alia*, Lloyds TSB Bank plc shall also be party in its capacity as Facility Agent and Security Agent, in terms of which the Company confirms to the Facility Agent and the Security Trustee that those restrictions against providing unlawful financial assistance in respect of the guarantee, indemnity and security that it has granted under the Facilities Agreement, the Group Debenture and the Security Over Shares Agreement in respect of the debt obligations incurred pursuant to the refinancing of the acquisition of the Company (as provided for in those documents) will no longer apply from the date of completion of the financial assistance whitewash process and the terms of the Intercreditor Agreement to which it is a party shall not be affected,
- 2 **THAT** subject to compliance with the requirements of section 155 to 158 of the Companies Act 1985 (the "**Act**"), the terms of the following documents (as referred to in the statutory declarations made by the directors of the Company, such statutory declarations as supplied to the shareholder of the Company), in substantially the form

available for inspection by the shareholders of the Company, and the execution and performance by the Company (which events would constitute the giving by the Company of financial assistance (as defined by section 151 and 152 of the Act)) be approved and that the directors of the Company, notwithstanding any personal interests, be authorised and instructed to cause the execution and delivery of the following documents in the form available for inspection by the shareholders of the Company with such amendments thereto as they shall in their absolute discretion think fit

- 2.1 the Company and the other intercompany lenders named therein as lenders and the intercompany borrowers named therein as the borrowers execute an intercompany loan agreement (the “**Intercompany Loan Agreement**”) between the Company and the other intercompany lenders named therein as lenders and the intercompany borrowers named therein as the borrowers pursuant to which, *inter alia*, the Company shall make loan facilities available to the intercompany borrowers, and
- 2.2 the Company, the other intercompany lenders and intercompany borrowers and the Finance Parties execute a subordination agreement (the “**Subordination Agreement**”) between, *inter alios*, the Company, the parties to the Intercompany Loan Agreement and Lloyds TSB Bank plc as Facility Agent pursuant to which, *inter alia*, each party thereto agrees to regulate certain rights and claims between themselves,

The Intercompany Loan Agreement and Subordination Agreement, together referred to as the “**Financial Assistance Documents**” and together with the Confirmatory Agreement, the “**Documents**”)

- 3 **THAT** the execution and performance of the Documents by the Company is in the best interest of the Company’s business and to the commercial interest, benefit and advantage of the Company and the approval for the Company to enter into and perform the Documents is given notwithstanding that the Company might be held to be giving financial assistance pursuant to the Financial Assistance Documents for the purposes of Sections 151 and 152 of the Act
- 4 **THAT** the execution and performance of the Documents by the Subsidiary is in the best interests of such Subsidiary’s business and to the commercial interest, benefit and advantage of such Subsidiary and the approval for each Subsidiary to enter into and perform the Documents is given notwithstanding that such Subsidiary might be held to be giving financial assistance pursuant to the Financial Assistance Documents for the purposes of Sections 151 and 152 of the Act
- 5 **THAT** if the execution or performance of the Financial Assistance Documents is the giving of financial assistance for the purposes of Sections 151 and 152 of the Act, then the giving of such financial assistance, by the execution and performance of the Documents be and is approved

- 6 The directors provide for the execution on behalf of the Company of the Documents in the form of the drafts produced to the meeting initialled by the Chairman for the purpose of identification with such amendments as the persons authorised to execute the same may approve
- 7 This resolution shall have effect notwithstanding any provision of the Company's Articles of Association

The Documents were available for inspection and the statutory declarations and auditors reports were supplied to each member of the Company at or before the time that this resolution was passed

  
For and on behalf of  
**PREMIER FINANCING LIMITED**

Date 4 July 2007