

166444

8th August

Dated ~~June~~ 2005

Green File
PCF Ltd

We certify this to be
a true copy
Ashurst LLP

Ashurst

PERKINS FOODS LIMITED,

PERKINS CHILLED FOODS LIMITED

and

FRESH-PAK CHILLED FOODS LIMITED

AGREEMENT

for the sale and purchase of
the whole of the issued share capital of
Deli Fresh Chilled Foods Limited

I hereby certify
that this is a
true copy of the
original signed
document.

WEDNESDAY



A32

AJ472ZIN

07/05/2008

24

COMPANIES HOUSE

RMA
1 May 2008.

RMA PATTRICK

DIRECTOR

FRESH-PAK CHILLED FOODS LTD.

THIS AGREEMENT is made on the

8th day of ~~June~~ ^{AUGUST} 2005

BETWEEN:

- (1) **PERKINS FOODS LIMITED** (registered in England and Wales under no 1898193) whose registered office is at Regus House, Victory Way, Admirals Park, Crossways, Dartford, Kent DA2 6AG (the "**Vendor**"),
- (2) **PERKINS CHILLED FOODS LIMITED** (registered in England and Wales under no 3571967) whose registered office is at Regus House as aforesaid (the "**Immediate Parent**"), and
- (3) **FRESH-PAK CHILLED FOODS LIMITED** (registered in England and Wales under no 1616444) whose registered office is at Regus House as aforesaid (the "**Purchaser**")

WHEREAS:

- (a) The Immediate Parent and the Purchaser are subsidiaries (as such expression is defined in section 736 of the Companies Act 1985) of the Vendor
- (b) The Purchaser is a wholly owned subsidiary (as such expression is defined in section 736 of the Companies Act 1985) of the Immediate Parent
- (c) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the whole of the issued share capital of Deli Fresh Chilled Foods Limited on the terms set out in this document

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

In this Agreement, the following expressions shall bear the following meanings, unless the context otherwise requires

"**Completion**" means completion of this Agreement in accordance with Clause 3,

"**Completion Date**" means the date of this Agreement,

"**Consideration Shares**" means the 550,000 ordinary shares of £1 each in the share capital of the Purchaser to be issued to the Immediate Parent pursuant to Clause 2.2, (PCF 2.2.1.)

"**Shares**" means all the issued ordinary shares of £1 each in the capital of Deli Fresh Chilled Foods Limited

2 SALE

- 2 1 Upon the terms of this Agreement, the Vendor as legal and beneficial owner shall sell and the Purchaser shall purchase with effect from the Completion Date the Shares with full title guarantee free from any encumbrances and together with all accrued benefits and rights attaching thereto
- 2 2 The consideration for the sale and purchase of the Shares shall be the sum of £550,000 to be satisfied on Completion by the allotment and issue to the Immediate Parent of the Consideration Shares at par

3 COMPLETION


- 3 1 Completion shall take place immediately following exchange of this Agreement On Completion
- (a) the Vendor shall deliver to the Purchaser
- (i) transfers in common form relating to all the Shares duly executed by the Vendor in favour of the Purchaser,
 - (ii) share certificates relating to all the Shares,
- (b) upon compliance by the Vendor with the provisions of Clause 3 1(a), the Purchaser shall
- (i) convene a meeting of its board of directors at which the directors of the Purchaser shall allot the Consideration Shares to the Immediate Parent credited as fully paid at par and on terms that they rank pari passu in all respects with the existing issued ordinary shares of £1 each in the capital of the Purchaser,
 - (ii) enter the name of the Immediate Parent in the register of members of the Purchaser as the holder of the Consideration Shares, and
 - (iii) deliver to the Immediate Parent a definitive share certificate in respect of the Consideration Shares

4 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law

IN WITNESS whereof this Agreement has been executed on the date first above written

Signed by)
for and on behalf of)
PERKINS FOODS LIMITED)


Peter Butt

Signed by)
for and on behalf of)
PERKINS CHILLED FOODS LIMITED)


Peter Butt.

Signed by)
for and on behalf of)
FRESH-PAK CHILLED FOODS LIMITED)


Jon Pollett