

1 February 2007

**FIRST SHARE TRANSFER AGREEMENT**

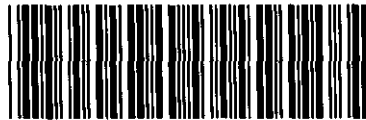
between

**PREMIER FINANCING LIMITED** 3716362  
as Seller

and

**MARLOW FOODS HOLDINGS LIMITED** 4562599 ✓  
as Purchaser

THURSDAY



\*A4ZW1NHE\*

A31

01/03/2007

507

COMPANIES HOUSE

## TABLE OF CONTENTS

	Page
1 SALE AND PURCHASE.....	1
2 CONSIDERATION .....	1
3 COMPLETION.....	1
4 WARRANTIES .....	2
5 ASSIGNMENT.....	2
6 NOTICES.....	2
7 FURTHER ASSISTANCE .....	2
8 ENTIRE AGREEMENT.....	3
9 GENERAL.....	3
10 GOVERNING LAW.....	3
11 RIGHTS OF THIRD PARTIES.....	3
12 COUNTERPARTS .....	3

**THIS AGREEMENT** is made on 1 February 2007 between the following parties

- (1) **PREMIER FINANCING LIMITED**, a company incorporated under the laws of England and Wales whose registered office is at 28 The Green, Kings Norton, Birmingham B38 8SD, England, with company number 3716362 (the "**Seller**"); and
- (2) **MARLOW FOODS HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales whose registered office is at 28 The Green, Kings Norton, Birmingham B38 8SD, England, with company number 4566599 (the "**Purchaser**").

## **WHEREAS**

As part of a reorganisation of the Premier Group of Companies, the Purchaser has agreed to purchase and the Seller has agreed to sell or procure the sale of its holding of 290,000 Ordinary Shares of £1.00 each in the capital of Cauldron Foods Limited, with company number 1679418 (the "**Shares**") on the terms of this Agreement.

**IT IS AGREED** as follows:

### **1 SALE AND PURCHASE**

In accordance with and subject to the provisions of this Agreement, the Purchaser shall purchase and the Seller shall, with full title guarantee, sell the Shares together with all rights attaching or accruing to the Shares now or after the date of this Agreement free of all charges, claims, liens, equities, encumbrances or security interests of any kind.

### **2 CONSIDERATION**

The aggregate consideration payable by the Purchaser to the Seller for the Shares is the allotment to the Seller of 100 ordinary shares in the capital of the Purchaser (the "**Consideration Shares**").

### **3 COMPLETION**

Completion of the sale and purchase of the Shares ("**Completion**") shall take place as soon as practicable on or immediately following signature of this Agreement when:

#### **3.1 The Seller shall:**

- 3.1.1** deliver or procure to be delivered to the Purchaser a duly executed transfer or duly executed transfers in respect of all the Shares held by it in favour of the Purchaser or as it shall direct together with any share certificates in respect of all the Shares held by it;
- 3.1.2** execute and do all such other documents, acts and things as the Purchaser shall reasonably require in order to perfect the right, title and interest of the Purchaser to and in the Shares held by it and to procure the registration of the Purchaser as the registered holder of the Shares held by it.

- 3.2 The Purchaser shall enter the name of the Seller into the Register of Members of the Purchaser and deliver to the Seller a duly executed share certificate in respect of the Consideration Shares.

#### 4 WARRANTIES

- 4.1 The Seller warrants to the Purchaser as at the date of this Agreement that:

- 4.1.1 it is the sole beneficial owner of the Shares free from all charges, claims, liens, equities, encumbrances or security interests of any kind; and
- 4.1.2 it is validly existing under the laws of England and Wales and has full authority and power and has taken all necessary actions to enter into and perform this Agreement.

- 4.2 The Purchaser warrants to the Seller as at the date of this Agreement that it is validly existing under the laws of England and Wales and has full authority and power and has taken all necessary actions to enter into and perform this Agreement.

#### 5 ASSIGNMENT

Neither party shall assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement without the prior consent of the other.

#### 6 NOTICES

- 6.1 Any notice or other communications under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by telefax, to the party due to receive the notice or communication at its address set out in this Agreement or such other address as either party may specify by notice in writing to the other.

- 6.2 In the absence of evidence of earlier receipt, any notice or other communications shall be deemed to have been duly given

- 6.2.1 if delivered personally, when left at the address referred to in clause 6.1;
- 6.2.2 if sent by mail other than air mail, two days after posting it;
- 6.2.3 if sent by air mail, six days after posting it; and
- 6.2.4 if sent by telefax, on completion of its transmission.

#### 7 FURTHER ASSISTANCE

At any time (whether before or after Completion) a party shall do and execute, or procure to be done and executed, all necessary acts, deeds, documents and things as may be reasonably requested of it by the other party to give effect to this Agreement.

## **8 ENTIRE AGREEMENT**

This Agreement and the documents referred to in it in agreed form constitutes the entire agreement between the parties in connection with the subject matter of this Agreement and supersedes any previous agreements and it is agreed that no party has entered into this Agreement in reliance upon any representation warranty or undertaking which is not expressly set out in this Agreement.

## **9 GENERAL**

- 9.1** A statutory provision includes reference to the statutory provision if modified or re-enacted or both from time to time (whether before or after the date of this Agreement).
- 9.2** Persons includes a reference to any body corporate, unincorporated association or partnership.
- 9.3** A person includes a reference to that persons' legal personal representatives and successors.
- 9.4** A clause, unless the context otherwise requires, is a reference to a clause of and appendix to this Agreement.
- 9.5** An agreement or other document is a reference to that agreement or document as from time to time supplemented or amended.
- 9.6** The headings in this Agreement shall not affect the interpretation of this Agreement.

## **10 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and each party irrevocably agrees that the courts of England have exclusive jurisdiction to decide and to settle any dispute or claim arising out of this Agreement.

## **11 RIGHTS OF THIRD PARTIES**


A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

## **12 COUNTERPARTS**


This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by  
for and on behalf of  
**PREMIER FINANCING LIMITED**

)  
)  
)   
\_\_\_\_\_

Signed by  
for and on behalf of  
**MARLOW FOODS HOLDINGS LIMITED**

)  
)  
)   
\_\_\_\_\_