

6219781

DATED

JUNE 27TH

2007

G&S FRUIT SUPPLIES (HOLDINGS) LIMITED (1)

AND

G&S (COSSEY) LIMITED (2)

AGREEMENT
for the sale and purchase
of certain of the assets of the Bridgwater business of the
G&S Fruit Supplies Group

WE CERTIFY this to be a true copy of the
original

(signed) Clark Holt

Date: 18 July 2007

CLARK HOLT Commercial Solicitors
Hardwick House, Prospect Place
Swindon Wiltshire SN1 3LJ

Clark Holt
COMMERCIAL SOLICITORS

HARDWICK HOUSE, PROSPECT PLACE, SWINDON, SN1 3LJ
TELEPHONE: 01793-617444 FAX: 01793-617436 DX. 38606 SWINDON (2)
WWW CLARKHOLT COM

FRIDAY



AVESLRE1

A48

20/07/2007

671

COMPANIES HOUSE

This Agreement is made by deed on 27 June 2007

Between:-

- (1) **G&S FRUIT SUPPLIES (HOLDINGS) LIMITED** a company registered under the Companies Act 1985 (company number 3859149) whose registered office is at Greengate House, 87 Pickwick Road, Corsham, Wiltshire, SN13 9BY (the "Vendor"), and
- (2) **G&S (COSSEY) LIMITED** a company registered under the Companies Act 1985 (company number 6219781) whose registered office is at Greengate House, 87 Pickwick Road, Corsham, Wiltshire, SN13 9BY (the "Purchaser")

Terms:-

1 Interpretation

In this Agreement -

- 0.1 the following expressions have the following meanings unless inconsistent with the context

"Business"	means the business carried on in Bridgwater only by the Vendor of supplier and distributor of fruit and vegetables,
"Completion"	means completion of the sale and purchase of the Business and Goodwill in accordance with clause 6,
"Creditors"	means all liabilities, debts and obligations of the Vendor arising from the operation of the Business prior to the Transfer Date,
"Employees"	means the employees of the Vendor employed in the Business as at the Transfer Date,
"Goodwill"	means the goodwill, custom and connection of the Vendor in relation to the Business,
"Property"	means property known as 110-111 Bridgwater Business Park, Bristol Road, Dunball, Bridgwater, Somerset, TA6 4TB, ,
"Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006,
"Trade Debts"	means the book and other debts owing to the Vendor in respect of the Business at the Transfer Date,
"Transfer Date"	means close of business on the date hereof,
"VAT"	means Value Added Tax,
"Warranties"	means the warranties in the Schedule.

0.2 a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it,

0.3 references to clauses and Schedules are to clauses of and Schedules of this Agreement and references to paragraphs are to paragraphs in the Schedule in which such references appear,

0.4 the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement,

0.5 the headings to the clauses of this Agreement and to the paragraphs of the Schedules will not affect its construction,

1 Transfer

1.0.1 2.1 The Vendor will transfer with effect from the Transfer Date the Business as a going concern to the Purchaser and the Goodwill and the Trade Debts

1.1 2.2 For the avoidance of doubt there will be excluded from the transfer

1.2 (a) all other assets of the Vendor, and

1.3 (b) any rights to occupy the Property or any part of it

2 Consideration

2.1 3.1 The Consideration payable by the Purchaser for the transfer of the Business and the Goodwill and Trade Debts shall be the issue to the Vendor of 88 ordinary shares of £1 by the Purchaser credited and fully paid

3 VAT

3.1 The parties intend that section 49 of Value Added Tax Act 1994 ("Section 49") and Article 5 of Value Added Tax (Special Provisions) Order 1995 ("Article 5") shall apply to the transfer of the Business and the Assets, and

3.1.1 4.1 the parties shall use all reasonable endeavours to secure that pursuant to Section 49 and Article 5 the sale of the Business and the Goodwill and the Trade Debts are treated as neither a supply of goods nor a supply of services for the purposes of VAT;

3.1.2 4.2 the Vendor and the Purchaser warrant to each other that they are duly registered for the purposes of VAT

and in the event that H M. Customs & Excise do not treat the sale of the Business as a non-VAT transaction and it is payable then the Purchaser shall pay the VAT to the Vendor on demand subject to the production of a valid VAT invoice

4 Warranties

4.1 The Vendor warrants to the Purchaser in the terms set out in the Schedule

4.2 The rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected by Completion

4.3 Each of the Warranties shall be separate and independent and no Warranty shall limit the scope or construction of any other Warranty or any other provision of this Agreement

5 Completion

5.1 Completion shall take place on the date of this Agreement by the parties at the registered office of the Purchaser

6.2 The Goodwill and the Trade Debts will be formally assigned to the Purchaser

6.3 The Purchaser will issue 88 ordinary shares of £1 to the Vendor credited as fully paid

6 Apportionments

6.1 Any such items (or apportioned parts) as are attributable to periods or events up to the Transfer Date will be due to or from (as the case may be) the Vendor and those attributable to periods or events after the Transfer Date will be due to or from (as the case may be) the Purchaser. For the avoidance of doubt, all salaries and other emoluments of office staff including overtime, pay, accrued flexi-time, holiday pay, sick pay, tax and national insurance payments and contributions to retirement benefit schemes and private health and other insurance schemes relating to the Employees shall be borne by the Vendor up to and including the Transfer Date and by the Purchaser after the Transfer Date

6.2 Any claim for apportionment and reimbursement will be made by the Vendor and the Purchaser as the case may be by notice in writing supported by copy documents evidencing the amount of the same and the calculation of the apportionment.

6.3 All sums due will be paid within 10 Business Days of receipt of a notice of apportionment

7 Liabilities and debtors

7.1 The Purchaser shall assume liability for the Creditors

7.2 The Purchaser will indemnify the Vendor in full against all and any liabilities (which liabilities will include all losses or costs, claims, expenses and damage including legal and other professional fees and expenses) which the Vendor may suffer or incur in respect of the Creditors or as a result of anything done or omitted to be done by the Purchaser in relation to the Business or the Employees after the Transfer Date including all claims by third parties relating to a cause of action arising after the Transfer Date

8 Employees

8.1 The Purchaser and the Vendor acknowledge that the Regulations will apply to the transfer of the Business upon the Transfer Date and accordingly the contracts of employment of the Employees and all attendant rights and

obligations will transfer to the Purchaser on the Transfer Date. The Vendor and the Purchaser agree that all the obligations due to the Employees under or in connection with their contracts of employment will be discharged by the Vendor in respect of the period up to and including the Transfer Date and by the Purchaser in respect of the period after the Transfer Date.

9 Notices

- 9.1 Any demand notice or other communication given or made under or in connection with this Agreement will be in writing
- 9.2 Any such demand notice or other communication will if otherwise given or made in accordance with this clause 10 be deemed to have been duly given or made as follows
 - 9.2.1 (a) if sent by prepaid first class post on the second Business Day after the date of posting, or
 - 9.2.2 (b) if delivered by hand upon delivery at the address provided for in this clause 10
- 9.3 Any such demand notice or other communication will in the case of service by post or delivery by hand be addressed (subject as provided in this clause 10) to the recipient at the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service provided that it may instead (at the option of the sender) be addressed to the registered office for the time being of the recipient.

10 Entire agreement

The parties acknowledge that

- 10.1 this Agreement together with any documents referred to herein constitutes the whole and only agreement between the parties relating to the subject matter hereof and supersedes and extinguishes any prior drafts, previous agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing between the parties, in connection with the subject matter hereof,
- 10.2 the rights of the Purchaser under this Agreement are independent, cumulative and without prejudice to all other rights available to it whether as a matter of common law, statute, custom or otherwise,
- 10.3 nothing in this Agreement or in any other document referred to in this Agreement shall be read or construed as excluding any liability or remedy as a result of fraud

11 General

- 11.1 Except insofar as the same have been fully performed at Completion each of the agreements, covenants, obligations, warranties, representations, indemnities and undertakings contained in this Agreement will continue in full force and effect notwithstanding Completion

11.2 This Agreement shall be binding on and enure for the benefit of each party's successors and personal representatives

11.3 If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Agreement but the validity legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

11.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Agreement

11.5 This Agreement is not intended to nor shall it create any rights, entitlements, claims or benefits enforceable by any person that is not a party to it and accordingly no person shall derive any benefit or have any right, entitlement or claim in relation to the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

12.6 No announcement concerning the transactions contemplated by this Agreement or any matter ancillary to it and no disclosure of the terms of this Agreement will (save as required by law) be made by any party to this Agreement except with the prior written approval of the others

11.6 12.7 The formation existence construction performance validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by English Law and the English Courts will have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement

The Schedule

Warranties

1 The Vendor

12.1 The Vendor has full power and authority to enter into and perform its obligations under this Agreement and to sell the Assets and transfer the Business to the Purchaser

12.2 The signature, execution and performance of this Agreement and all documents ancillary to it by the Vendor have been duly authorised by all necessary acts of the Vendor and this Agreement and all such documents will when executed constitute valid and binding obligations on the Vendor in accordance with their terms

13 Assets

13.1 There is no dispute directly or indirectly relating to any of the Goodwill

14 Employees

14.1 There is no existing or threatened or pending litigation or dispute (including any industrial action) relating to or concerning all or any of the Employees or any former employee of the Vendor in relation to the Business

15 Litigation

In relation to the Business, the Vendor is not engaged in any pending or current litigation or arbitration proceedings as claimant or defendant

16 Compliance with laws

The Business has been conducted in all material respects in accordance with all applicable health and safety laws and regulations and so far as the Warrantors are aware there is no order decree or judgement in any court or governmental or competent authority or agency outstanding against the Business or the Vendor in relation to the Business.

17 Goodwill

The Vendor has not done nor omitted to do anything which might materially prejudicially affect the Goodwill.

**Executed as a Deed (but not)
delivered until the date)
appearing at the head of page 1)
by G&S FRUIT SUPPLIES)
(HOLDINGS) LIMITED acting by)**



Director

Director / Secretary



**Executed as a Deed (but not)
delivered until the date)
appearing at the head of page 1 by)
G&S (COSSEY) LIMITED)
acting by)**



Director

Director / Secretary

