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DATED 23 December 1999

(1) CAPESPAN GROUP HOLDINGS LIMITED

(2) CAPESPAN (PTY) LIMITED

and

(3) FYFFES PLC

Certified True Copy

S. Uok

Solicitor

Date 15-11-01

LLC Law Consultants

Caldew House

92-94 King Street

London W6 0QW

DEED OF AMENDMENT

RELATING TO

SHARE SALE AND PURCHASE AGREEMENT

(relating to the issue share capital of Capespan International Holdings Limited)

DATED 23RD DECEMBER 1999

CAPESPAN INTERNATIONAL PLC

FARNHAM HOUSE

FARNHAM LANE

FARNHAM ROYAL

SOUTH BUCKS

SL2 3RQ

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FAX +44 1753 818825

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Solicitor

Date 30-10-01

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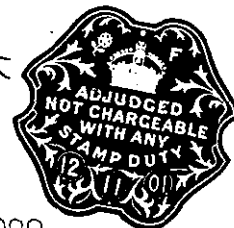
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DEED OF AMENDMENT

THIS AGREEMENT is made the 23rd day of December 1999

BETWEEN:-

- (1) CAPESPAN GROUP HOLDINGS LIMITED a public company incorporated in the Republic of South Africa with registered number 97/18433/06 whose registered address is at Parc du Cap, Mispel Road, Bellville, 7535, South Africa ("Holdings"); and
- (2) CAPESPAN (PTY) LIMITED a private company incorporated in the Republic of South Africa with registered number 98/22 574/07 whose registered address is at Parc du Cap, Mispel Road, Bellville, 7535, South Africa ("Pty"); and
- (3) FYFFES PLC a company incorporated in the Republic of Ireland with registered number 73342 whose registered office is at 1 Beresford Street, Dublin 7, Ireland ("Fyffes")

WHEREAS:

- (A) Holdings and Fyffes entered into a Share Sale and Purchase Agreement ("Agreement") on 23rd December 1998 together with supporting documentation in agreed form with Completion deferred until certain conditions had been fulfilled.
- (B) Under the terms of the Agreement Fyffes has agreed inter alia to acquire 50% of issued ordinary shares of £1.00 each in the capital of Capespan International Holdings Limited ("Company") and Holdings inter alia has agreed to transfer the Sole Share to Fyffes.
- (C) By a stock transfer form dated 4 November 1999 the two issued ordinary shares of £1.00 each were transferred to Pty.
- (D) In order to satisfy the provisions of clause 4.3 of the Agreement, Holdings and Pty wish to capitalise sufficient value of the loans by Pty to the Company, and in consideration for the cancellation of the equivalent aggregate value of the loans, the Company now wishes to allot to Pty and Pty wishes to acquire two ordinary £1.00 shares in the capital of the Company at a premium of £3,378,998.
- (E) In order to satisfy the provisions of the Agreement whereby Fyffes will acquire 50% of the issued share capital of the Company, 50% of the new shares so issued to Pty shall form part of the Sale Shares.
- (F) The parties wish to make certain amendments to the Agreement to facilitate the above allotment of shares.

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Amendment, save where otherwise indicated, words and expressions defined in the Agreement shall have the same meaning when used herein.

2. SALE AND PURCHASE OF SALES

Pty proposes to acquire two ordinary £1.00 shares at a premium of £3,378,998 in the capital of the Company as consideration for the cancellation of a £3.4 million loan, less an outstanding balance of £21,000, which balance shall remain a short term loan to the Company and shall be repayable on demand.

3. AMENDMENTS



- 3.1 Fyffes and Holdings agree that any reference in the Agreement to the defined term "Sale Share" shall be replaced by "Sale Shares", being at all times 50% of the issued share capital in the Company.
- 3.2 The Sale Shares shall therefore comprise, unless otherwise agreed between Holdings and Fyffes, two ordinary shares in the capital of the Company. Such ordinary £1.00 shares may at Pty's discretion be designated "A" or "B" shares.
- 3.3 Pty shall therefore replace Holdings as the holder and vendor of Sale Shares.
- 3.4 Holdings and Fyffes agree that the Agreement and the documentation required for Completion set out in Clause 5 of the Agreement shall be amended to reflect the aforementioned changes.

4. CONDITION

This Amendment is conditional upon the sale and purchase by Pty of the shares referred to in clause 2.

5. ENTIRE AGREEMENT


This Amendment together with the Agreement and supporting documentation thereto constitute the entire agreement between the parties relating to the subject matter hereto and supersedes all prior representations, agreements, arrangements and undertakings whether written or oral between the parties.



IN WITNESS whereof this amendment has been executed as a Deed on the day and the year first above written

Executed as Deed by)
Capespan Group Holdings Limited)

by:

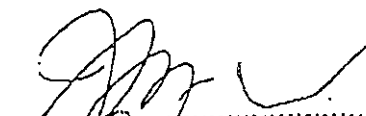
 Director

 Director/Secretary

and

Executed as a Deed by)
Capespan (Pty) Limited)

by:

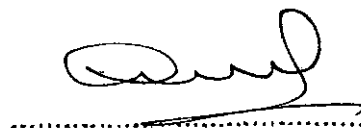
 Director

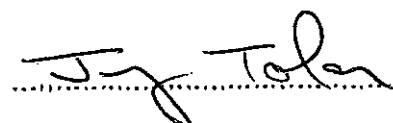
 Director/Secretary

and

Executed as a Deed by)
Fyffes PLC)

by:

 Director

 Director/Secretary