

Dated: 7 DECEMBER 1998

**SHARE SALE AND  
PURCHASE AGREEMENT**

relating to certain shares of  
Sabroe (U.K.) Limited and  
Stal Refrigeration Limited

3636755

SABROE REFRIGERATION A/S

and

SABROE (U.K.) HOLDINGS LIMITED

<b>DJ FREEMAN</b>
Solicitors 43 Fetter Lane, London EC4A 1JU
Date: 28/6/99 Ref: ARG
Certified a true copy of the original
<i>DJ Freeman</i>

D J Freeman  
43 Fetter Lane  
London EC4A 1NA

Tel: 0171 583 4055  
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Ref: WAR/01-121667  
ID: D.94962



DJ FREEMAN	
Subscribers	
All other Land	
Date	
Certified a true copy of the	



This Agreement is made the 7th day of December 1998

**BETWEEN**

- (1) **SABROE REFRIGERATION A/S** whose principal place of business is at Christian den X's Vej, 201, PO Box 1810, DK 8270 Højbjerg, Denmark (**Sabroe**)
- (2) **SABROE (U.K.) HOLDINGS LIMITED** (No. 3636755) whose registered office is at 86 Melchett Road, Kings Norton Business Centre, Kings Norton, Birmingham B30 3HX (**Holdings**)

**WHEREAS**

- (A) Sabroe is the beneficial owner and registered holder of the entire issued share capital of each of Sabroe (U.K.) Limited (**Sabroe U.K.**) and Stal Refrigeration Limited (**Stal**).
- (B) This Agreement sets out the terms upon which Sabroe has agreed to sell and Holdings has agreed to purchase the Sabroe U.K. Shares (as defined below) and the Stal Shares (as defined below).

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Agreement the following words and expressions begin with a capital letter they have the following meanings (unless the context otherwise requires):

**Completion** means completion of the sale and purchase as provided in Clause 4;

**Consideration** has the meaning given thereto in Clause 3;

**Consideration Securities** means 200,000 Ordinary Shares of £1 each in the capital of Holdings to be issued by Holdings to Sabroe in consideration for the Sabroe U.K. Shares and the Stal Shares;

**Sabroe U.K. Shares** means the 100,000 Ordinary Shares of £1 each in the capital of Sabroe U.K. which are beneficially owned and registered in the name of Sabroe;

**Stal Shares** means the 1,860,000 Ordinary Shares of £1 each in the capital of Stal which are beneficially owned and registered in the name of Sabroe;

1.2 Unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing the masculine gender include the feminine and neuter and vice versa;
- (c) references to persons include bodies corporate, unincorporated associations, partnerships or an authority.

1.3 Headings and the use of bold type in this Agreement are for convenience only and shall not affect its interpretation.

## **2. SALE OF THE SALE SHARES**

2.1 Sabroe shall sell as legal and beneficial owner with full title guarantee and Holdings shall purchase the Sabroe U.K. Shares and the Stal Shares free from all options, liens, charges, encumbrances, equities and other third party rights of any nature whatsoever and together with all accrued benefits and rights attaching thereto as at the date hereof.

## **3. CONSIDERATION**

3.1 The consideration for the Sabroe U.K. Shares shall be the issue of 100,000 of the Consideration Securities by Holdings to Sabroe.

3.2 The consideration for the Stal Shares shall be the issue of 100,000 of the Consideration Securities by Holdings to Sabroe.

## **4. COMPLETION**

4.1 Completion shall take place immediately after the execution hereof when all of the following business shall be transacted:

- (a) Sabroe shall deliver or cause to be delivered to the Holdings or as it may direct in respect of the Sabroe U.K. Shares and the Stal Shares, the relative certificates (or in the case of any lost certificate an indemnity in a form acceptable to Holdings in relation to them) together with the appropriate duly executed transfers thereof in favour of Holdings or as it may direct;
- (b) Holdings shall procure that all necessary action is taken to issue 100,000 of the Consideration Securities to Sabroe in consideration for the transfer of the Sabroe U.K. Shares to Holdings;
- (c) Holdings shall procure that all necessary action is taken to issue 100,000 of the Consideration Securities to Sabroe in consideration for the transfer of the Stal Shares to Holdings such that Sabroe shall be registered as the owner of the Consideration Securities.

## 5. GENERAL

- 5.1 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters then already fully performed.
- 5.2 This Agreement shall not be varied except in writing signed by the parties.
- 5.3 No delay, neglect or forbearance on the part of any party in enforcing against any other party any obligation under this Agreement shall operate as a waiver or in any way prejudice any right of the first-mentioned party under this Agreement. No waiver of any breach of any provision of this Agreement shall be deemed to authorise any prior or subsequent breach of the same or any other provision. Save where the context otherwise requires, no single or partial exercise by any party of any right, power or remedy hereunder shall preclude any prior or subsequent exercise of the same or any other right, power or remedy.
- 5.4 This Agreement and the other documents referred to herein constitute the entire agreement between the parties relating to the transactions contemplated by this Agreement and supersede all previous agreements, arrangements and undertakings between the parties in respect of the subject matter hereof.
- 5.5 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The execution by a party of one or more counterparts shall constitute execution by that party of this Agreement for all purposes.

- 5.6 Each party shall bear its own costs, charges and expenses of and incidental to the entering into and carrying into effect of this Agreement and the documents referred to herein except as otherwise expressly provided in this Agreement.

**6. FURTHER ASSURANCE**

- 6.1 Sabroe and Holdings hereby covenant with each other that they will, at their own cost and expense, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the other of them may from time to time reasonably require in order to vest any of the Sabroe U.K. Shares or the Stal Shares in Holdings or otherwise to give full effect to the provisions of this Agreement.

**7. PROPER LAW**

- 7.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.
- 7.2 The parties hereby submit to the non-exclusive jurisdiction of the High Court of Justice in London.

**IN WITNESS** whereof this Agreement has been executed the day and year first before written.

SIGNED by *Fild Sun*

Director for and on behalf of

**SABROE REFRIGERATION A/S**

in the presence of:

Name: *Margit Brown*  
MARGIT BROWN

Address: HASSERBACHEN 37  
DK - 8361 HASSERBACH

Occupation: SEC TO THE MANAGEMENT

SIGNED by *Kay Harris*

Director for and on behalf of

**SABROE (U.K.) HOLDINGS LIMITED**

in the presence of:

*Kay Harris*

Name: KAY HARRIS

Address: 5 LONGTHORPE GREEN  
PETERBOROUGH U.K.

Occupation: HOUSEWIFE