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Norton Rose

NORTON ROSE
KEMPSON HOUSE
CAMOMILE STREET
LONDON EC3A 7AN

18.11.012000

Dated *26 July* 2000

FINALREALM LIMITED (1)

UNITED BISCUITS (HOLDINGS) LIMITED (2)

AGREEMENT

For sale/purchase of 20,408,400 shares in
Nabisco Iberia S.L., 17,145 shares in
Nabisco Saudi Arabia Co, Limited and
1,326 shares in Nabisco Tunisia, S.A.



SCT SCN6DV05 1065
COMPANIES HOUSE 24/10/00

10/10/00

THIS AGREEMENT is dated 21 July 2000 and is made BETWEEN:

- (1) **FINALREALM LIMITED**, a limited company incorporated in England and Wales with registered number 03877932 whose registered office is at United Biscuits HQ, Church Road, West Drayton, Middlesex UB7 7PR (the "**Seller**"); and
- (2) **UNITED BISCUITS (HOLDINGS) LIMITED**, a limited company incorporated in Scotland with registered number SC026184 whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9BY (the "**Buyer**");

NOW IT IS HEREBY AGREED as follows:



1 Definitions

In this Agreement unless the context otherwise requires:

"**Sale Agreement**" means an agreement dated 11 July 2000 and made between Nabisco International, Inc., Deluxestar Limited, Bladeland Limited and the Seller whereby Deluxestar Limited agreed to purchase the Sale Shares on the terms therein;

"**Sale Shares**" means 20,408,400 shares of 1,000 Pts each in Nabisco Iberia S.L., 17,145 shares of SR 500 each in Nabisco Saudi Arabia Co, Limited and 1,326 shares of DT 100 each in Nabisco Tunisia, S.A.

2 Sale of the Sale Shares

- 2.1 The Seller shall sell the Sale Shares to the Buyer on the terms that they are free from all claims, liens, charges, encumbrances and equities and all other third party rights of whatever nature and also, but without prejudice to those terms, with full title guarantee and the Buyer shall purchase the Sale Shares.

3 Consideration

- 3.1 The consideration for the sale of the Sale Shares shall be the allotment and issue by the Buyer to the Seller of 49,137,931 Ordinary Shares of 29 pence each in the Buyer (the "Consideration Shares") and, if the value of the Sale Shares is at any time in the future revised upwards in accordance with the terms of clause 5 of the Sale Agreement, a further allotment and issue by the Buyer to the Seller of such additional number of Ordinary Shares of 29 pence each in the Buyer so that the total number of shares allotted by the Buyer under the terms of this Agreement equals the revised value of the Sale Shares.

- 3.2 If and to the extent that any amount (the "Repayment Amount") is paid at any time in the future to Deluxe¹star Limited pursuant to clause 15 of the Sale Agreement for failure to fulfill the Saudi or Tunisian Legal steps (as defined in the Sale Agreement), the parties agree that the Seller shall pay to the Buyer (or as it may direct), an amount in cash equal to the Repayment Amount.

4 Completion

- 4.1 Beneficial ownership of the Sale Shares held by the Seller shall pass to the Buyer immediately following the execution hereof and the Buyer shall forthwith allot and issue the Consideration Shares credited as fully paid to the Seller and deliver to the Seller a definitive certificate therefor, notwithstanding that legal title to the Sale Shares shall not have been transferred to the Buyer.
- 4.2 The Seller shall, upon request by the Buyer and subject to, in relation to the shares in Nabisco Saudi Arabia Co., Limited and Nabisco Tunisia, S.A., the relevant legal steps having been completed, transfer (or procure the transfer of) the Sale Shares to the Buyer (or as it may direct) and shall deliver (or procure the delivery of) such other documents as the Buyer may reasonably require to enable it (or its nominee) to be registered as the legal owner of the relevant shares in accordance with all applicable laws of the relevant jurisdiction.

5 Counterparts

- 5.1 This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

6 Governing law

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

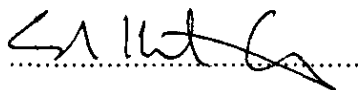
IN WITNESS whereof this Agreement has been entered into the day and year first above written

SIGNED by)

For and on behalf of)

FINALREALM LIMITED)

In the presence of:)



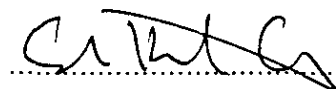
Director

SIGNED by)

For and on behalf of)

UNITED BISCUITS (HOLDINGS) LIMITED)

In the presence of:)



Director