

**DATED**

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**SHARE PURCHASE AGREEMENT**

Between

**BAKO NORTH WESTERN (GROUP) LIMITED**

And

**[ ]**

This agreement is dated

## **PARTIES**

- (1) Bako North Western (Group) Limited incorporated and registered in England and Wales with company number 08802727 whose registered office is at 74 Roman Way Industrial Estate, Longridge Way, Preston, PR2 5BE (**Company**).
- (2) [ ] incorporated and registered in England and Wales with company number [ ] whose registered office is at [ ] or [ ] whose address is at [ ] (**Seller**).

## **RECITALS**

- (A) The Seller is the registered holder of forty Ordinary shares of £1.00 each in the capital of the Company (**Shares**).
- (B) It is proposed that the Company shall purchase the Shares from the Seller for cancellation on the terms of this agreement.

## **AGREED TERMS**

### **1 SALE AND PURCHASE OF SHARES**

- 1.1 The Seller agrees to sell, or procure the sale of, the Shares with full title guarantee free from all encumbrances and together with all rights that attach to them at the date of this agreement and which may at any time prior to the cancellation of the Shares be attached to them or accrue in respect of them, including all dividends and distributions declared paid or made for a consideration of £1.00 per Share and the Company agrees to purchase them and to pay such consideration to the Seller.
- 1.2 Completion of the sale and purchase of the Shares shall take place at the offices of the Company, when the Seller shall deliver the share certificate(s) or other evidence of title to the Shares to the Company and the Company shall satisfy its obligation to pay the consideration due in respect of the Shares by payment of the sum of £40.00 to the Seller (**Completion**).
- 1.3 The Seller warrants that:
  - (a) there are no liens, charges or other encumbrances over or in respect of the Shares which are fully paid and he has the full and unrestricted power to sell and to confer on the Company the full legal and beneficial title of the Shares to the Company on the terms of this agreement without the consent of any third party where such third party consent has not been obtained prior to Completion;
  - (b) he is the sole legal and beneficial owner of the Shares which are fully paid and he has the full and unrestricted power to sell and to confer on the Company the full legal and beneficial title of the Shares to the Company on the terms of this agreement without the consent of any third party where such third party consent has not been obtained prior to Completion;
  - (c) he has all requisite power, authority and capacity to execute, deliver and perform his obligations under this agreement and any other document to be executed by him; and
  - (d) this Agreement constitutes, and any other document executed or to be executed by the Seller in connection with this agreement will, when executed, constitute legal, valid and binding obligations on the Seller in accordance with their respective terms;

**2 FURTHER ASSURANCE**

2.1 The Seller shall at the expense of the Company use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement and the Seller promptly execute and deliver all such documents, and do all such things, as may be from time to time required for purpose of giving full effect to the provisions of this agreement.

2.2 The Seller, with effect from Completion, hereby irrevocably and unconditionally appoints any director of the Company as their lawful attorney (and to the complete exclusion of any rights that they may have in such regard) for the purpose of exercising any and all voting and other rights and receiving any and all benefits and entitlements which may now or at any time after the date of this agreement attach to or arise in respect of any of the Shares acquired pursuant hereto and receiving notices of and attending and voting at all meetings of the members of the Company and generally executing or approving such deeds or documents and doing any such acts or things in relation to any of such Shares as the attorney may think fit, in each case from the date of this agreement to the day on which the Company cancels the Shares and makes the necessary amendments in the Company's statutory books and registers.

**3 GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement.

**4 ENTIRE AGREEMENT**

This agreement constitutes the entire and only legally binding agreement between the parties relating to its subject matter and no variation of this agreement shall be effective unless made in writing and signed by or on behalf of all the parties and expressed to be such a variation.

**5 AGREEMENT SURVIVES COMPLETION**

This agreement shall remain in effect despite its Completion.

**6 COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. This agreement has been entered into on the date stated at the beginning of this agreement.

Signed by Joseph Hall, a  
Director for and on behalf of Bako  
North Western (Group) Limited

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Signed by [ ] (Director) for  
and on behalf of [ ] Limited or  
signed by [ ]

.....

**Schedule of Shares to be purchased by BAKO North Western (Group) Ltd**

<b>Ord Share Cert No.</b>	<b>Shareholder Name</b>	<b>No of Ord Shares</b>	<b>Value of Ord Shares</b>
14019	Alan Hampson	40	£40
14013	A & C Liddell	40	£40
14030	Anthony Pollard	40	£40
14048	Barnes Bakery Ltd	40	£40
14058	S I Bishop	40	£40
14071	Bray Foods Ltd	40	£40
14091	CA & ME Howarth	40	£40
14116	M B & A Connors	40	£40
14119	Mr J D Cooper	40	£40
14133	Miss D L Ginty	40	£40
14137	D & V E Burgess	40	£40
14153	Donna Harte	40	£40
14155	E & R Davies	40	£40
14156	E P P Hill	40	£40
14167	Fancy Ltd	40	£40
14168	Farmhouse Fare Ltd	40	£40
14202	Granville Sellars	40	£40
14207	Greggs Plc	40	£40
14246	Dianne Davies	40	£40
14256	J E & G L Butterworth	40	£40
14259	J S Newby	40	£40
14261	J Settle Bakers	40	£40
14269	Jane Mary Bray	40	£40
14280	K & J A Haworth	40	£40
14285	K P Cooke	40	£40
14295	L A Balbirer	40	£40
14296	L Birkinshaw	40	£40
14312	M & J Ashton	40	£40
14328	N & J Jackson & Mr M Jackson	40	£40
14330	Mather's Bakery Ltd	40	£40
14357	N & D Harris	40	£40
14380	P W Bostock & P W Crowther	40	£40
14399	Paula Barrass	40	£40
14417	Robert Newey	40	£40
14426	S A Leyland	40	£40
14461	Mr Geoffrey Stott	40	£40
14472	T R Williams & L Williams	40	£40
14531	W E Lawless and Sons Ltd	40	£40
14549	Wheatmill Bakery Ltd	40	£40
14556	Wilson's Cake Shop Ltd	40	£40
14558	Wrights Farm Shop Ltd	40	£40