



NOTARY PUBLIC IN AND FOR TALLINN, JAAN HARGI

Register No. 338 n the Register of Notarial Acts

MERGER AGREEMENT

This notarial deed has been executed and notarized by the substituent of the Notary Public in and for Tallinn Jaan Hargi Külli Leesi, whose office is located at Roosikrantsi 2, Tallinn, on the tenth of February in the year two thousand eleven (10.02.2011) and the parties to this notarial deed are

AS Premia Foods, a public limited company, established and existing under the laws of the Republic of Estonia, register code 11560713, registered address Betooni 4, Tallinn, 11415, the Republic of Estonia, hereinafter the **Acquiring Company**, which is under laws and the Articles of Association represented by the Chairman of the Management Board Kuldar Leis, personal identification code 36805296534, whose identity has been ascertained on the basis of identity card of a citizen of the Republic of Estonia No A0037952 (the foregoing information regarding the name, address, registry code and the person with the right of representation of the legal person has been verified by the notariser on the day of notarization of the deed),

and

OÜ TCS Invest, a private limited company, established and existing under the laws of the Republic of Estonia, register code 11325923, registered address Betooni 4, Tallinn, 11415, the Republic of Estonia, hereinafter the **Merging Company**, which is under laws and the Articles of Association represented by the member of the Management Board Kuldar Leis, personal identification code 36805296534, whose identity has been ascertained on the basis of identity card of a citizen of the Republic of Estonia No A0037952 (the foregoing information regarding the name, address, registry code and the person with the right of representation of the legal person has been verified by the notariser on the day of notarization of the deed),

The Acquiring Company and the Merging Company have hereinafter been referred together as the „**Parties**“ and separately as a „**Party**“.

1. General Remarks, the Purpose of Agreement

1.1. Upon executing this agreement, the parties to this agreement rely on the Articles of Association of the Acquiring Company, the Articles of Association of the Merging Company, the Commercial Code and other relevant legal acts of the Republic of Estonia.

1.2. The purpose of the agreement is the merger of the parties to the agreement registered in the Commercial Register without liquidation proceedings, whereas the Merging Company

is considered to be ended upon the registration of the merger in the Commercial Register of the location of the Acquiring Company.

1.3. The rights and obligations from the merger agreement shall arise after the merger agreement has been approved by the general meeting of shareholders and meeting of shareholders of the merging companies. The merger is deemed to have occurred upon registration of the merger in the Commercial Register of the location of the Acquiring Company.

1.4. The Parties have agreed that all the assets of the Merging Company shall be transferred to the Acquiring Company upon registration of the merger in the Commercial Register of the location of the Acquiring Company (Section 403(1) of the Commercial Code).

2. Business Names and Locations of Merging Companies

2.1. Acquiring Company – AS Premia Foods, register code 11560713, location Betooni 4, 11415 Tallinn, the Republic of Estonia, share capital 386,828,600 kroons. The assets of the Acquiring Company are encumbered with a commercial pledge in favor of AS UniCredit Bank.

2.2. Merging Company – OÜ TCS Invest, register code 11325923, location Betooni 4, 11415 Tallinn, the Republic of Estonia, share capital 40,000 kroons. The assets of the Merging Company are not encumbered with a commercial pledge.

2.3. The business name of the Acquiring Company after the merger shall be AS Premia Foods.

3. Representations and Warranties of Parties

The representative of the parties to the agreement Kuldar Leis represents that:

3.1. there are no circumstances that would limit or exclude the right of the parties to this agreement to execute this agreement;

3.2. the Parties are aware that a merger cannot be disputed after it has been registered in the Commercial Register of the location of the Acquiring Company;

3.3. the management board and supervisory board members receive no benefits in connection with the merger;

3.4. no liquidation proceedings have been initiated in respect of the Parties, there is also no bankruptcy application or warning submitted to the latter;

3.5. there is no commercial pledge established in respect of the assets of the Merging Company, also the share of the Merging Company is not encumbered with any third party rights,

3.6. his authorities are valid and have not been revoked by the authorizing persons or rendered void and there are no circumstances that would exclude his right to execute this agreement and that he has according to laws, including the Commercial Code and the Articles of Association of the merging companies, all necessary internal resolutions and approvals of the companies represented for executing this agreement and that he has all the rights to execute this agreement in the names of the companies represented;

3.7. the Parties have reviewed the documents on the basis of which this agreement is executed and do not request any additional verification of the circumstances related to any additional documents or this agreement.

4. Substitution Ratio of Shares, Additional Payments, Terms and Conditions of Transfer of Sole Share of Merging Company

4.1 The Parties have agreed that the sole share of the Merging Company shall not be substituted with the shares of Acquiring Company or transferred to the latter, it will be rendered void and it will no longer be valid. The Acquiring Company shall compensate Premia Tallinna Külmhoone AS, the sole shareholder of the Merging Company, the value of the sole share in cash. The Parties have agreed that the amount of the compensation shall be 66,468.11 euro.

4.2 No additional payments shall be made in the course of the merger.

5. Merger Report and Auditing

5.1. The parties to the agreement prepare joint written merger report, where the legal and economic reasoning for the merger shall be provided and explained.

5.2. The parties to the agreement appoint Rimess OÜ as the auditor reviewing the merger agreement. The auditor shall be remunerated in accordance with the agreement executed with the latter.

6. Balance Sheet Date

Balance sheet date of a merger is considered to be the date from which all the transactions of the merging company shall be considered to be made on the account of the acquiring company. The balance sheet date of the merger is 1 January 2011.

7. Consequences of the merger to the employees of the merging companies

7.1. As the Merging Company has no employees, there are no consequences to the employees of the Merging Company arising from the merger.

7.2. The employees of the Acquiring Company will not be influenced by the merger, all the employment agreements will remain in full force and effect and there are no consequences to the employees of the Acquiring Company arising from the merger.

8. Notary's explanations

8.1. the rights and obligations arising from a merger agreement are created once the merger agreement has been approved by all merging entities;

8.2. in accordance with Section 394(2) of the Commercial Code, a merger agreement does not need to review by an auditor if all the shares of the merging companies belong to the acquiring company or all the shareholders of the acquiring company agree that the agreement is not reviewed by an auditor. According to Section 418 of the Commercial Code, upon the merger of a public limited company, the merger agreement must be reviewed by an auditor.

8.3. in accordance with Section 397(2) of the Commercial Code, the shareholders shall be provided with the opportunity to examine the merger agreement, merger report and auditor's report at least two weeks before deciding on approval of the merger agreement unless otherwise provided by law; In accordance with Section 419(4) of the Commercial Code, at least one month before the general meeting of the shareholder to decide on merger, the management board shall submit a merger agreement to the registrar of the Commercial Register and shall publish a notice concerning entry into the merger agreement in the official publication *Ametlikud Teadaanded*. The notice shall set out that the merger agreement is available for examination in the registration department and in a place designated by the management board.

8.4. in accordance with Section 393(1) of the Commercial Code, the management boards of or the partners entitled to represent the merging companies shall prepare a written report (merger report) which shall explain and justify legally and economically the merger and merger agreement, including the share exchange ratio and amount of additional payments if additional payments are to be made. Difficulties relating to valuation shall be referred to separately in the report; (2) a merger report need not be prepared if the only share or all the shares of the company being acquired are held by the acquiring company, or if this is agreed to by all the partners or shareholders of the merging company, unless the aggregate worldwide realized net turnover of the merging companies during the previous financial year exceeded 500 million kroons and the aggregate worldwide realized net turnover of each of at least two of the merging companies exceeded 100 million kroons or if the business activities of at least one of the merging undertakings are carried out in Estonia; (3) merging companies may prepare a joint merger report; (4) if the acquiring company belongs to a group, the merger report shall also set out information necessary for the merger concerning the other companies belonging to the group; (5) a merger report need not set out information, publication of which may result in significant damage to a company being acquired or a company belonging to the same group with such company. In such case, the reason for failure to submit the information shall be set out in the report.

8.5. in accordance with Section 400 (1) of the Commercial Code, the management board of or the partners entitled to represent a merging company shall submit, not earlier than after one month of the approval of the merger resolution, an application for entry of the merger in the commercial register of the seat of the company;

8.6. the registrar may register the merger only in case the final balance sheet of the merging company has been prepared not earlier than eight months before submitting the application to the Commercial Register. The requirements applicable in respect of preparing and approving the annual report apply to preparing and approving final balance sheet. The final balance sheet must be prepared as at the date preceding to the balance sheet date;

8.7. upon registration of the merger in the Commercial Register of the location of the acquiring company, all the assets of the merging company shall be transferred to the merging company. After merger has been registered in the Commercial Register of the location of the merging company, registrations of the transfer of assets in relevant register shall be made upon an application of the acquiring company. Merging company shall be considered to be ended upon registration of the merger in the Commercial Register of the location of the acquiring company.

8.8. in accordance with Section 399 (1) of the Commercial Code, immediately after a merger has been entered in the commercial register of the seat of the acquiring company, the acquiring company shall publish a merger notice to the creditors of the acquired companies in the publication *Ametlikud Teadaanded*, informing them of the possibility to submit, within six months after the publication of the notice, their claims to the acquiring company in order to receive a security.

8.9. court may, upon a claim of shareholder, management board member, supervisory board member, tender void a merger resolution, which is not in accordance with law, merger agreement or articles of association, provided that the relevant claim has been submitted within 1 month as of adopting the resolution. The merger resolution of merging company cannot be rendered void due to substitution ratio of shares to have been determined too low. If the substitution ratio as determined too low, shareholder shall be entitled to claim repayment by the merging company that may exceed the rate provided by Section 392(2) of the Commercial Code. As from registration of the merger in the Commercial Register of the

location of the merging company, the merging company must pay delay interest from the sum of repayment at the rate provided by law. This does not limit or exclude submission of a claim of damage exceeding the sum of delay interest (Section 398 of the Commercial Code).

8.10. The members of the management and supervisory boards of a merging company shall be jointly and severally liable for the damage caused with the merger culpably to the company, shareholders or creditors of the company. The term of expiration of the referred claim is five years as from the registration of the merger in the Commercial Register of the location of the acquiring company.

9. Final Provisions

9.1. The value of the transaction under this agreement is 24,722,853 euro according to the amount of share capital of the Acquiring Company.

9.2. The Acquiring Company shall pay the notary's fee related to execution of the agreement.

9.3. This notarial deed has been prepared in on original copy, which will be kept in the notary's office. As at the date of this agreement, each party shall be provided with a copy of this agreement.

9.4. The digital copy of this agreement has been made available to the parties in the state website www.eesti.ee.

Transaction value 6,390,000 euro in accordance with Section 3(7) of the Notary's Fees Act.

Notary's fee for notarizing this transaction 10,735.92 euro.

VAT 2,147.18 euro

altogether 12,883.10 euro (Sections 3(7), 18 (2), 22, 22(3), 35 of the Notary's Fees Act)

/name and signature of Kuldar Leis/

Given and Surname

/name, signature and seal of the substituent of the Notary Public in and for Tallinn Jaan Hargi Külli Leesil