

Annex 1

Representations and Warranties of the Seller and the Trademark Seller

The Representations and Warranties of the Seller or the Trademark Seller as the case may be apply save as Disclosed or expressly provided under this Agreement.

1. The Seller and the Trademark Seller

1.1. The Seller is a Greek *société anonyme*, duly organized, validly operating and in good standing under Greek law and it is duly registered so that it can own properties and conduct business.

1.2. The Trademark Seller is a Swiss *société anonyme* _duly organized, validly operating and in good standing under Swiss law and it can own properties and conduct business.

1.3. Any authorizations from, consents of, and filings with all governmental authorities that are required to be obtained by the Seller in order that the Seller be authorized to enter into and perform this Agreement and to transfer the Milk Production Sector will have been duly obtained on Completion.

1.4. Any authorizations from, consents of, and filings with all governmental authorities that are required to be obtained by the Trademark Seller in order that the Trademark Seller be authorized to enter into and perform this agreement and to transfer the trademarks of Annex [2] .

1.5. There is no bankruptcy, dissolution, liquidation, or similar proceeding filed, commenced, pending or to the Best Knowledge of the Seller threatened with respect to the Seller.

1.6. There is no bankruptcy, dissolution, liquidation, or similar proceeding filed, commenced, pending or to the Best Knowledge of the Trademark Seller threatened with respect to the Trademark Seller.

1.7. The Seller has not been notified that any investigation or enquiry in respect of its affairs concerning the Milk Production Sector is being or has been conducted by any governmental, regulatory or other body.

1.8. Since the commencement of the Due Diligence the Seller has not sold, transferred, leased or pledged, or agreed to sell, transfer, lease or pledge, any asset or property of the Seller as per clause 2.1. of the Agreement (other than in the ordinary course of business);

1.9. Since the commencement of the Due Diligence the Trademark Seller has not sold, transferred, pledged, assigned or agreed to sell, transfer, pledge, assign the trademarks of

Annex 2 or entered into any agreement with third parties likely to affect the validity of, or freedom to use of such trademarks.

1.10. On Completion the Purchaser shall legally and beneficially own the Milk Production Sector and the Trademarks of Annex 2.

2. Constitutional and Corporate Documents

Neither the Seller nor the Trademark Seller have failed, in any material respect, to file any returns particulars, resolutions and other documents which is required by law to file with or deliver to any authority in any jurisdiction related to the Milk Production Sector and the trademarks of Annex 2 and all the above documents have been correctly made up and filed or, as the case may be, delivered.

3. Information

3.1. All information Disclosed is true and accurate in all material respects.

3.2. Neither this Agreement nor Completion is likely to cause the Milk Production Sector to lose the benefit of any asset of the ones described in clause 2.1.

4. Licenses and Consents

The Seller does not lack any necessary licenses, consents, permits and authorisations in connection to the Milk Production Sector, such that the lack thereof would materially impair such Milk Production Sector ability to carry on its current business.

Insurance

5.1. To the Best Knowledge of the Seller the insurance policies maintained by or on behalf of the Seller concerning the Milk Production Sector give adequate cover against the risks that are normally insured against by a person carrying on the same type of business as the Seller.

5.2. All of the above insurance policies concerning the Milk Production Sector shall remain in full force and effect, until Completion.

6. Disputes and investigations

6.1. Although Completion will not lead to the transfer of any debts, liabilities, obligations or contractual rights to the Purchaser, the Seller however warrants that it:

6.1.1.– is not engaged in any litigation, administrative process, mediation or arbitration proceedings concerning the Milk Production Sector other than the ones Disclosed in the Due Diligence; or

6.1.2. - to the Best Knowledge of the Seller, is not the subject of any investigation, inquiry or enforcement proceedings by any governmental authority concerning the Milk Production Sector.

6.2. To the Best Knowledge of the Seller, no proceedings, investigation or inquiry have been threatened or are pending concerning the Milk Production Sector.

6.3. The Seller has not given any undertakings arising from legal proceedings to a court, governmental agency, regulator or third party in respect of a claim material to the Milk Production Sector

7. Finance

Although Completion will not lead to the transfer of any debts, liabilities, obligations or contractual rights, the Seller however warrants that:

7.1. No liabilities are transferred with the Milk Production Sector, save as provided under clause 2.2. of this Agreement.

7.2. It has Disclosed all material information in relation to subsidies received in respect to the Milk Production Sector for investments. All investments have already been completed and concluded.

8. Customers and suppliers

Although the Seller does not transfer any existing contractual arrangements with customers, distributors, and suppliers, it warrants that:

8.1. In the 6 months ending with the date of this Agreement the Milk Production Sector has not been materially affected in an adverse manner as a result of any one or more of the following:

8.1.1.the loss of any of its customers, or suppliers; or

8.1.2.a reduction in trade with its customers or in the extent to which it is supplied by any of its suppliers.

9 . Assets

9.1. The Seller is the full legal and beneficial owner of or has possession and control on all the assets as per clause 2.1 of the Agreement.

9.2. None of the assets of the Milk Production Sector is subject to an Encumbrance, or to any agreement or commitment to create an Encumbrance.

10. Condition of plant and equipment

10.1. The plant, machinery, equipment, freezers and vehicles (including trucks) and all assets whatsoever comprising the Milk Production Sector are in satisfactory working order, regularly and properly maintained.

10.2. The Inventory of the Milk Production Sector is capable of being sold in the ordinary course of business at an aggregate value not less than the value at which it is booked.

11. Environmental

Although Completion will not lead to the transfer of any debts, liabilities, obligations or contractual rights, the Seller warrants that:

11.1. No person has used, disposed of, stored, transported or emitted any dangerous substance or waste, at, on, from or under any of the properties of the Milk Production Sector and no employees, directors or officers of the Milk Production Sector has done any of those things at, on, from or under any other place, other than as may be permitted under applicable law, including applicable environmental law.

11.2. In relation to the Milk Production Sector no person used, disposed of, stored, transported or emitted any dangerous substance or waste at, on, from or under any such property, other than as may be permitted under applicable law, including applicable environmental law.

11.3. The Seller is not aware of any current or past violation whatsoever, or any current or past possible cause of violation whatsoever of environmental legislation, or any current or past environmental damage or any current or past possible cause of environmental damage, or any current or past grounds of environmental liability that could materially and adversely affect the Milk Production Sector.

12 Employment

12.1. All material terms and conditions relating to the employment of the Employees of the Milk Production Sector have been Disclosed.

12.2. All collective bargaining agreements with any trade union, group or organization representing Employees of the Milk Production Sector are in compliance with the applicable labour law in all material respects.

12.3. The Seller has maintained adequate up-to-date records regarding the service of each of the employees of the Milk Production Sector (including details of terms of employment, payments of statutory or other sick pay, statutory or other maternity pay, paternity pay or other such arrangement, disciplinary and health and safety matters, income tax and social security contributions and termination of employment), and the Seller is not proposing to adopt any new scheme in relation to any such matters.

12.4. No gratuitous payment has been promised by the Seller to the Milk Production Sector Employees by agreement, arrangement or practice (whether binding or otherwise), in connection with the actual or proposed termination, breach, suspension or variation of any employment or engagement of any present or former director, officer or employee of or consultant to that company save for the supplementary medical and pension scheme, (Alico Insurance Policy), as well as the departure (i.e. retirement and resignation) indemnity, which have been Disclosed in any and all material aspects.

12.5. Save for the litigations Disclosed,-there is no existing or to the best knowledge of the Seller pending or threatened dispute between the Seller and any material number or category of the Milk Production Sector Employees or any trade union or other organisation formed for a similar purpose or any other employee representative(s) and, to the best knowledge of the Seller, there are no circumstances (including signing of this agreement or Completion) which are likely to give rise to any such dispute and there are no outstanding fines or liabilities as a result of any such dispute.

12.6. The Seller has not outstanding any undischarged material liability to paid to any governmental or regulatory authority in any jurisdiction, nor any contribution, taxation or other levy arising in connection with the employment or engagement of personnel in the Milk Production Sector.

12.7. The Seller does not have and does not propose to introduce any share incentive scheme, share option scheme or profit sharing bonus or other incentive scheme for any director, officer or employee of the Milk Production Sector.

12.8. All existing and proposed works councils, collective agreements between the Seller and any trade union, staff association or other bodies representing any employee of the Milk Production Sector have been Disclosed.

12.9. Within three years preceding the date of this Agreement, there has been no industrial action or trade dispute relating to the Employees of the Milk Production Sector.

12.10. There are no arrangements by the Seller planned or in progress for collective dismissals of employees of the Milk Production Sector (by reason of redundancy or business reorganisation or otherwise) and there are no arrangements by the Seller planned or in progress for the implementation of a program of voluntary termination of employment of employees of the Milk Production Sector.

12.11. The Seller warrants that it complies in all material respects with all labour law provisions (including without limitation safety provisions).

13. Property

13.1. In this paragraph Properties means all of the real property as per clause 2.1 of the Agreement, details of which have been Disclosed in full to the Purchaser.

13.2. The Seller is the beneficial owner of the Properties.

13.3. The title to each of the Properties is good and is properly constituted where relevant by documents of title that are in the possession and under the control of the Seller. To the best knowledge of the Seller the title to such of the Properties as are registered is an absolute title.

13.4. Each of the Properties is free from any mortgage, charge, rent-charge, lien, encumbrance of any kind, or other third party right or restriction in the nature of security or otherwise and no such matter exists which is capable of registration against any of the Properties.

13.5. To the best knowledge of the Seller there are no outstanding orders or notices affecting any of the Properties.

13.6. The Seller has not been served with formal notice of any dispute relating to any of the Properties.

13.7. The Seller has full and unrestricted rights of access to each of the Properties.

13.8. The Seller has given no guarantee or indemnity for any material liability relating to any of the Properties other than required by law or in the ordinary course of business.

13.9. The information disclosed includes all the information needed to identify:

13.9.1. the Properties; and

13.9.2. the present use of the Properties.

13.9.3. The Properties are each exclusively occupied by the Seller as disclosed or, in the case of any investment Property, by the tenant disclosed as the occupier.

13.10. The Seller has not received and is not aware of any formal notice or order, which would adversely and materially affect the value or use or enjoyment of any of the Properties, or preclude access to or from any of them.

13.11. None of the Properties is held on terms that would allow any landlord or other third party to change any material terms, or terminate the right of the Seller or the Purchaser to hold the Property, by reason of a change of control.

13.12. There are no disputes relating to or affecting any of the Properties; the present use of each of the Properties has been Disclosed and is authorized under the applicable law and regulations.

13.13. To the best knowledge of the Seller there has been no material breach of any applicable law or regulation in respect of any of the Properties.

13.14. All buildings on the Properties are in good repair and good condition and are substantially fit for the purpose for which they are presently used. All necessary building

permits for the Properties have been obtained by the Seller and the Seller warrants that no violation of such permits has occurred.

14. Spin Off Balance Sheet

14.1. The Spin Off Balance Sheet will show- a true and accurate view of the commitments, if any, and the financial position and affairs of the Milk Production Sector as of 31.3.06.

14.2. The Spin Off Balance Sheet shall fairly state the book value of the assets of the Milk Production Sector as described under clause 2. of this Agreement.

14.3. The accounting records of the Seller in connection to the Milk Production Sector within the framework of the Spin-Off procedure will be properly written up on a consistent basis, will accurately present and reflect in accordance with good accounting practice all the transactions that will relate and refer to the Milk Production Sector and will contain complete and accurate details of the Milk Production Sector activities always within the Spin-Off framework,

14.4. There has been no Material Adverse Change in the Milk Production Sector and the operations of the Milk Production Sector have been carried on in the ordinary course of business and in the same manner (including nature and scale) as immediately before 30.9.2005.

15 Financial and other records

The following refer to the financial and other records of the Seller as they relate to the Milk Production Sector that will be kept separately by the Seller as from 1.4.2006 and transferred to the Purchaser by way of the Spin Off transaction.

15.1. All financial and other records relating and referring to the Milk Production Sector:

15.1.1 will be properly prepared and maintained in all material respects;

15.1.2 will constitute in all material respects an accurate record of all matters that ought to appear in them;

15.1.3 will not contain any material inaccuracies or discrepancies; and

15.1.4 will be delivered to the Purchaser on Completion.

16. Insolvency

No attachment, sequestration, distress, execution or other process has been levied or to the Best Knowledge of the Seller threatened in respect of the transferred assets as per clause 2.1 of the Agreement.

17. Competition matters

Although Completion will not lead to the transfer of any debts, liabilities or obligations, the Seller however warrants that:

17.1. In relation to the Milk Production Sector, the Seller is not for the past five (5) years from Completion, or has been, a party to any agreement, arrangement, understanding or concerted practice:

17.1.1. which infringes, or has infringed, any applicable competition law;

17.1.2. in connection with which it has been subject to an order or directions or has given any undertakings or commitments or assurances under any applicable competition law.

17.2. To the extent that the Seller is aware, there is, and has been, no aspect of the unilateral conduct of the Seller which infringes or has infringed any applicable competition law in relation to the Milk Production Sector.

17.3. For the purposes of this paragraph, the term “applicable competition law” means all competition laws applicable to the Milk Production Sector, whether of Greece, the European Union or any other jurisdiction, and includes (but is not limited to) any rules dealing with anti-competitive agreements, arrangements or practices, abuse of dominant position, state aid, public procurement, merger control, or anti-dumping, and the requirements of any special regulatory regime to which the Seller may be subject in any area of its activities.

17.4. The Seller is not, or has not been, subject to any investigation by any court, governmental or regulatory authority pursuant to any of the laws referred to in the aforementioned clause.

18. Intellectual Property

18.1. The Trademark Seller is the sole legal and beneficial owner of (or applicant for) all of the trademarks listed in Annex 2 free from all Encumbrances, and none of such trademarks is used by any other member of the Trademark Seller’s Group except from the Seller . The Seller waives the right to use the Trademarks as from Completion Date.

18.2. To the best knowledge of the Trademark Seller there exists at present no infringement by any third party of the Trademarks.

18.3. The Trademark Seller warrants that it has not licensed to any third party or otherwise permitted the use of any of the Trademarks.

18.4. The Seller is the exclusive and undisputed owner of all recipes for the V*** products currently produced in the Milk Production Sector, which recipes are not registered patents and will be disclosed to the Purchaser on Completion.

18.5. The Milk Production Sector does not possess any patents for the production of V*** products.