

UNDERTAKING

I/We, the undersigned,

GLOBAL CAPITAL LIMITED
and
JEFFREY MICHAEL LIEBESMAN

hereby agree and undertake that -

1. We will maintain the utmost confidentiality regarding all information disclosed to us and documents delivered to us by Peter Moss of and concerning and in connection with the affairs of Werner & Pfleiderer and the proposed purchase by Moss and/or persons nominated by him of the assets and/or business of Werner & Pfleiderer and/or the shareholders interests in Werner & Pfleiderer ("PROPOSED TRANSACTION").
2. Without limiting the foregoing we will not use any of the aforesaid information or documents disclosed to us save and except in connection with the advancement of the PROPOSED TRANSACTION.
3. We will not directly or indirectly be involved in or associate ourselves with or give advice in connection with any transaction which directly or indirectly competes with or may otherwise reasonably interfere with or restrict the conclusion and/or implementation of the PROPOSED TRANSACTION to which end, without limitation, we will not enter into any negotiations or discussions with Werner & Pfleiderer and/or its shareholders notwithstanding that the PROPOSED TRANSACTION has not materialised and/or that negotiations in relation to the PROPOSED TRANSACTION have terminated for any reason whatsoever.

- 4. We will show to Moss the utmost good faith in all of our dealings with him concerning the foregoing information, documents and the proposed transaction.

- 5. We will impose on any person/s employed by us, including all professional advisors, who are afforded access to the information and/or documents aforesaid and/or who otherwise are involved in the PROPOSED TRANSACTION, all of the same obligations as those imposed upon us in terms of this document.

SIGNED at JOHANNESBURG this 23 day of October 1995

AS WITNESSES:

1. 

2. 
GLOBAL CAPITAL LIMITED

SIGNED at JOHANNESBURG this 23 day of October 1995.

AS WITNESSES:

1. 

2. 
JEFFREY MICHAEL LIEBESMAN

COPY

7
PM 2

"A"

Agreement

between

Werner & Pfleiderer Industrielle Backtechnik GmbH
Postbox 136, 71730 Tamm
- hereinafter designated as „WPIB“ -

and

Combined Bakery Holding Ltd.,
General Wille-Straße 10, CH-2027 Zürich
and its
successors-in-title and assignee
- hereinafter designated as „CBH“ -

and

Krupp Hoesch Industries GmbH
Eberhardstraße 12, 44145 Dortmund
- hereinafter designated as „KHIN“ -

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Preamble

Werner & Pfleiderer Lebensmitteltechnik GmbH (hereinafter designated as „WPL“) previously a subsidiary of the former Krupp Hoesch Maschinenbau GmbH, now Krupp Hoesch Industries GmbH (hereinafter designated as „KHIN“), sold at the beginning of 1996 its industrial baking technology division to WPIB and CBH. In terms of the contract, WPIB and CBH took over certain defined and separately listed assets from WPL.

During 1996, WPL was sold by Krupp Hoesch Maschinenbau GmbH, today known as KHIN, to a third party. The purchaser of WPL has taken over the commitments that were contractually bound between WPL on the one side and WPIB and CBH on the other side.

§ 1

Arising from finalizing contracts transacted and defined in the contract from January 10, 1996, WPIB has incurred and is still incurring costs in order to complete the projects which were transferred or taken over per the January 10, 1996 Purchase Agreement, and which have been the subject of discussions between the contracting parties since January 1997. WPIB claims certain amounts of money, identified in the correspondence and listings as prepared by WPIB dated July 14, 1997 and July 21, 1997.

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§ 2

WPIB is desirous of being compensated for these costs. KHIN, conscious that the contracted party is not KHIN but WPL, is interested in seeing a final legal settlement to all outstanding contractual issues that could arise from the sale of the industrial baking technology division. KHIN is therefore willing to make a final payment to WPIB and CBH, if WPIB and CBH withdraw and waive all and any future claim which may arise against KHIN and WPL, subject, in the case of WPL, to the exceptions recorded below.

The Parties agree to the following:

§ 3

WPIB and CBH waive all claims from whatsoever source against KHIN and all companies in the Krupp Group which relate to the sale of the industrial baking technology division in 1996 to WPIB and CBH. WPIB and CBH in the same manner, waive all claims against WPL. The exceptions are solely:

- Claims by WPIB/CBH, that are currently before the Essen courts. (These are identified as Case numbers 42 0 39/97, 42 0 40/97 and 42 0 41/97).
- Claims arising out of trade contracts between WPIB and WPL, since March 15, 1996 (closing date of the contract for the take over of the industrial baking technology division) and which have no legal basis in the agreement of January 10, 1996.



WPIB and CBH indemnify WPL and KHIN, and all companies in the Krupp Group, from all possible demands and claims, demanded and claimed by customers of the industrial baking technology division, which were formerly the contractors of WPL, and whose contracts are being completed by WPIB as per sections I. and II. of the January 10, 1996 Purchase Agreement.

§ 4

KHIN pays to WPIB/CBH an amount of DM 1.700.000. The undersigned parties declare to have settled all claims and demands, which existed between them and which might have arisen in connection with the contract dated January 10, 1996.

This amount will, within 10 banking days after receipt by KHIN of the signed agreement and letter as described in appendix A, be paid into the bank account of WPIB, account number 919 737 000 000 at 600 800 000 Dresdner Bank, Stuttgart.

The amount paid by KHIN in terms hereof will be appropriated as between WPIB and CBH in their discretion and payment by KHIN to WPIB/CBH will discharge KHIN's obligation to make payment towards both.

§ 5

By signing this agreement and the letter with the text of appendix 1 parties declare that all contractual and legal issues against each other have been met and any discrepancy are solved and finalized.

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WPIB and CBH declare to KHIN, through signature and by delivery of a letter, with the text as defined in Appendix 1, that they renounce all claims against KHIN and all companies in the Krupp Group, out of the January 10, 1996 Purchase Agreement for the take over by WPIB and CBH of the industrial baking technology division of WPL. The letter referred to is not part of the agreed confidentiality.

§ 6

Both contracting parties agree, that the above reached settlement, will be treated as strictly confidential with the exception of appendix 1 at all times, and especially no information regarding the detail or final payment as shown in the agreement will be issued to third parties.

Exceptions to the above will only be permitted after prior written consent of both parties.

§ 7

WPIB, CBH and KHIN expressly declare and acknowledge, that the contractual agreement contains conditions favourable to WPL as a third party („Vertrag zugunsten Dritter“).

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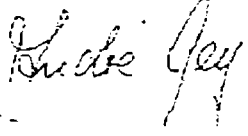


§ 6

To be governed by German law with the legal place of jurisdiction being
Essen

Such an agreement be construed as being ineffective, such parts shall be
deleted in a formal and reasonable manner to allow such parts to become
effective.

Dortmund, the 12th February, 1998
Werner Industrielle Sacktechnik GmbH


- Werner -

- Fey -

Dortmund, the 12th February, 1998
Krupp Hoesch Werke AG


- Dr. Weber -

- Hebecker -

Zürich, the 12th February, 1998
Combined Swiss Holding Ltd.

- Biberstein -

980212c



and ... from WPIB and CBH and to be handed over to
ature ... agreement:

... claims whether legal, quasi legal or of what so ever
Hoese ... industries GmbH (KHIN) and all companies in the
... take over of the industrial baking technology divi-
... erer Lebzemittel GmbH (WPL)

... such demands that Wemmer & Pfleiderer Industrielle Back-
... Bakery Holding Ltd. have against WPL which may have
N. All other demands will only be made with your written prior
... be cases of violation or contravention, you will be indemnified
and costs."



M:131D

THE INTERNATIONAL BAKERY INVESTMENT TRUST
(the TRUST)

MINUTES OF A MEETING OF THE TRUSTEES
OF THE TRUST HELD AT 10, GENERAL-WILLE STRASSE,
8027 ZURICH ON 19 APRIL 1996 AT 10 AM

PRESENT:

Cortrus Services SA

IN ATTENDANCE:

Marc Rufli

- 1 The meeting was declared quorate.
- 2 The TRUST having agreed to invest in the share capital of CBH Investments Limited, a company incorporated in accordance with the laws of the British Virgin Islands (CBHI), it was resolved by the TRUST that -
 - 2.1 The TRUST will acquire 47.32% of all of the issued share capital in CBHI.
 - 2.2 In partial satisfaction of the TRUST's said investment in CBHI the TRUST hereby authorised, empowers and directs Combined Bakery Holdings Limited and its bankers, Republic National Bank of New York (Suisse) SA to pay to G B Liebmann, Behrmann & Company in trust for and on behalf of CBHI the sum of R400,000.
- 3 There being no further business Peter Biberstein declared the meeting to be closed.

COMBINED BAKERY HOLDINGS LIMITED

CORPNOMIN LIMITED - Director
(Peter Biberstein)

LETTER OF WISHES

Campbell Consultants Limited
Chamerstrasse 50
CH-6300
ZUG
SWITZERLAND

Date:

Dear Sirs

The Weldan Bakery Investment Trust ("the Trust")

- 1 In my capacity as the duly appointed Protector of the Trust I address this letter to you as the current lawfully constituted Trustee of the Trust.
- 2 I acknowledge that you are not bound to comply with the wishes or opinions expressed in this letter. It is nevertheless desirable that you be aware of my opinions, recommendations and wishes so that you and your successors can consider them in making any decisions or exercising any discretions in your capacities as Trustees.

In this letter reference to your Trust Powers will mean all of your powers, duties, authorities, discretions and other rights and/or obligations of whatsoever nature as Trustees of the Trust.

- 3 Accordingly I express my opinions, recommendations and wishes as follows -
 - 3.1 It is my wish that during my lifetime you will be guided by and will follow my directions in exercising your Trust Powers.
 - 3.2 Upon my death or upon my becoming incapable of giving you the directions envisaged in 3.1 above, it is my wish and recommendation that you be guided by and follow the directions of of Johannesburg, South Africa or if he has predeceased me or is incapable of so acting, of London, England with regard to all matters concerning the exercise of your Trust Powers, provided that their recommendations and directions will not be inconsistent with 3.3 below.

- 3.3 Upon my death I recommend and wish that -
- 3.3.1 40% of all benefits derived from the Trust will be distributed and accrue for the benefit of my wife, ("my Wife").
- 3.3.2 The remaining (60%) of the benefits derived from the Trust will be distributed and accrue for the benefit of my children in equal shares.
- 3.3.3 If my Wife so wishes then her share of the benefits accruing to and derived by her from the Trust in terms of 3.3.1 above will be distributed to a separate trust constituted by you and my Wife or her nominee will be appointed as the protector of such separate trust.
- 3.3.4 If any of my children who have attained the age of 25 years so wish then that child's share of the benefits accruing to and derived from the Trust in terms of 3.3.2 above will be distributed to a separate trust constituted by you and such child or his nominee will be appointed as the protector of such separate trust.
- 3.3.5 A child of mine who has not attained the age of 25 years will not receive any capital from the Trust except in extraordinary circumstances but will receive from the Trust such distributions of the benefits otherwise due to him under 3.3.2 above as you may consider appropriate to maintain such child in the manner to which he is accustomed, to provide for the education of such child, his general wellbeing, comfort in life and to establish him in such occupation or business as he may wish to undertake.
- 3.3.6 If my Wife has predeceased me then the benefits which would otherwise have accrued to my Wife in terms of 3.3.1 above will accrue to her issue, *per stirpes* or if she dies leaving no issue then such benefits will accrue to my children in equal shares.
- 3.3.7 If any of my children has predeceased me then the benefits which would otherwise have accrued to that child in terms of 3.3.2 above will accrue to his issue, *per stirpes* or if he dies leaving no issue then such benefits will accrue to my remaining children in equal shares.
- 3.3.8 The provisions of 3.3.4 and 3.3.5 above will apply *mutatis mutandis* to any beneficiary pursuant to 3.3.6 or 3.3.7

above.

- 4 It is not the intention hereof nor will it be the effect hereof to give any rights to any of the beneficiaries referred to herein.
- 5 This letter of wishes will remain in force indefinitely. It may be cancelled or altered at any time in writing by me during my lifetime.

Yours faithfully

WELDAN BAKERY INVESTMENT TRUST
(the TRUST)

MINUTES OF A MEETING OF THE TRUSTEES
OF THE TRUST HELD AT 10, GENERAL-WILLE STRASSE,
8027 ZURICH ON 1 JULY 1996 AT 10 AM

PRESENT:

Campbell Consultants Limited

IN ATTENDANCE:

Marc Ruffli

- 1 The meeting was declared quorate.
- 2 The members of the TRUST having agreed to invest in the share capital of CBH Investments Limited, a company incorporated in accordance with the Laws of the British Virgin Islands (CBHI), it was resolved by the TRUST that -
 - 2.1 The TRUST will acquire 52.68% of all of the issued share capital in CBHI.
 - 2.2 In partial satisfaction of the TRUST's said investment in CBHI the TRUST hereby authorised, empowers and directs Combined Bakery Holdings Limited and its bankers, New Republic Bank of New York Limited (Suisse) SA to pay to G B Liebmann, Behrmann & Company in trust for and on behalf of CBHI the sum of R400,000.
- 3 There being no further business Peter Biberstein declared the meeting to be closed.

COMBINED BAKERY HOLDINGS LIMITED

Date:

CORPNOMIN LIMITED - Director
(Peter Biberstein)

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PM9

GESTINOR SERVICES AG

GENERAL WILLE-STRASSE 10
CH-8027 ZURICH
TELEPHONE: +41-(0)1-286.27.27
FACSIMILE: +41-(0)1-286.27.37

FACSIMILE TRANSMISSION

DATE: 1 April 1996
TO: Gestinor UK FAX: 0044 171 486 38 11
Glenn Unterhalter
FROM: Peter Biberstein
RE: Combined Bakery Holdings Limited
Number of pages including cover sheet: [6]

Dear Glenn,

Please find enclosed the fax which I received from Benji. The content of it is self explanatory.

As you can see amount other transactions which should take place, Combined Bakery Holdings Ltd. should sell its shares in WPSA to WPIB, Stuttgart, for a consideration of DM 7'500'000.

Do you think that we need a valuation from the auditors of WPSA, and also an opinion from the auditors or tax advisors of WPIB, Stuttgart, about the value and the possible tax implications, since it is a transaction between related *practice parties*

Before I adress this issue to Benji, I would like to get your comments.

*Shipping assets of WPIB
ok/gai*

Kind regards.

Yours sincerely,

GESTINOR SERVICES AG

Peter Biberstein

COMBINED BAKERY HOLDINGS LIMITED
(the COMPANY)

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS
OF THE COMPANY HELD AT 10, GENERAL-WILLE STRASSE,
8027 ZURICH ON 1 APRIL 1996 AT 10 AM

PRESENT:

Corpnomin Limited represented by its director Peter Biberstein

IN ATTENDANCE:

Marc Rufli

1. The meeting was convened by Peter Biberstein in accordance with Article 87 of the Articles of Association of the COMPANY.
2. Pursuant to Section 317 of the Companies Act 1995 Peter Biberstein declared his interest in the arrangements to be discussed.
3. Peter Biberstein declared the meeting quorate.
4. The meeting was held in context of the following:
 - 4.1 The COMPANY has completed the acquisition of all of the shareholders interests in Werner & Pfleiderer SA (Pty) Limited (WPSA) from Werner & Pfleiderer Lebensmitteltechnik GmbH (WPL) (the WPSA ACQUISITION).
 - 4.2 The COMPANY has completed the acquisition of all of the shareholders interests in Werner & Pfleiderer Industrielle Backtechnik GmbH (WPIB) which has in turn completed the acquisition of the industrial bakery division (the WPIB BUSINESS) of WPL, from WPL (the WPIB ACQUISITION).
 - 4.3 In order to optimise synergies, rationalise costs and properly organise group corporate direction and individual business management of

operations the COMPANY has resolved to restructure its affairs so that-

- 4.3.1 the rational and corresponding demise of the WP corporate name and development of the Combake corporate name, is implemented;
- 4.3.2 all other intellectual property is centralised and owned and controlled separately from operating companies;
- 4.3.3 WPSA becomes a subsidiary of WPIB.
- 4.3.4 the WPIB BUSINESS is vested in a to be formed subsidiary of WPIB;
- 4.3.5 WPIB will become a holding company and the source of the residual WP trademark rights and administrator of the implementation and enforcement of the WPSA and WPIB ACQUISITIONS.
- 4.4 Since assuming control of WPSA the COMPANY has materially improved its financial status and prospects and has commenced promising negotiations regarding the separation (and potential disposal) of its craft bakery business and the rationalisation of its industrial bakery business in collaboration with the industrial bakery business comprising part of the WPIB BUSINESS.
5. Accordingly it has been resolved that the following agreements, transactions and decisions are hereby concluded and will henceforth be implemented by the COMPANY and through it, WPSA and WPIB -
 - 5.1 The COMPANY agrees to sell to WPIB all of the COMPANY's shares in and its subordinated claims against WPSA (as at the date of this resolution) for a consideration of DM7,500,000 payable by WPIB to the COMPANY immediately against signature hereof.
 - 5.2 The COMPANY hereby cedes, assigns and makes over unto and in favour of WPIB all of its right, title and interest in and to all of its claims and rights of action against WPL arising out of the WPSA ACQUISITION. Without limiting and notwithstanding the foregoing the COMPANY agrees and undertakes that if so required by WPIB it will in its own name but for the benefit of WPIB and at WPIB's cost and in accordance with WPIB's instructions, institute all proceedings and otherwise enforce all of the rights and claims derived from the WPSA ACQUISITION and otherwise do all things necessary and/or incidental

to ensure the fullest and most effective enforcement of all such rights and claims arising from the WPSA ACQUISITION.

- 5.3 The COMPANY will do all things and sign all documents necessary to effect the transfer of the shares in and subordinated claims against WPSA hereby sold to WPIB against payment of the purchase price as aforesaid.
- 5.4 The purchase price will be paid by WPIB to the COMPANY by cheque, bankers draft or bank to bank transfer into the COMPANY's bank account held with the Republic Bank of New York, Zurich, Switzerland.
- 5.5 The COMPANY will cause to be formed in Germany a company to be called Combake International GmbH (or a name substantially similar thereto) (COMBAKE GmbH).
- 5.6 The COMPANY will register in the appropriate jurisdictions all trade marks and other intellectual property rights in the name Combake and all intellectual property rights owned by WPIB (excluding only the limited licence to use the name WP) to which end WPIB will cede and assign those rights to the COMPANY for no consideration.
- 5.7 COMBAKE GmbH will be entitled to use and exploit the intellectual property acquired by the COMPANY from WPIB and WPIB's limited licence to use the name WP for no consideration and the COMPANY will on a continuing basis afford to COMBAKE GmbH all assistance reasonably required of it to continue to exploit such intellectual property in the course of its business.
- 5.8 WPIB will sell and transfer to COMBAKE GmbH the whole of the WPIB BUSINESS (excluding only the intellectual property rights acquired by the COMPANY as aforementioned) in consideration for payment of an amount to be agreed and credited to loan account payable as a first charge against and only to the extent of after tax profits earned by COMBAKE GmbH from the exploitation of the WPIB BUSINESS and COMBAKE GmbH being financially able to effect such payment.
- 5.9 WPIB hereby cedes, assigns and makes over unto and in favour of COMBAKE all of its right, title and interest in and to all of its claims and rights of action against WPL arising out of the WPIB ACQUISITION. Without limiting and notwithstanding the foregoing WPIB agrees and undertakes that if so required by COMBAKE it will in its own name but for the benefit of COMBAKE and at COMBAKE's cost and in accordance with COMBAKE's instructions, institute all proceedings and otherwise enforce all of the rights and claims derived from the WPIB

ACQUISITION and otherwise do all things necessary and/or incidental to ensure the fullest and most effective enforcement of all such rights and claims arising from the WPIB ACQUISITION.

- 5.10 The COMPANY will enter into licence agreements with COMBAKE GmbH and WPSA relative to the exploitation of the Combake trademark and other intellectual property rights to the exclusion only of the arrangement recorded in 5.7 above.
- 5.11 A comprehensive review will be undertaken by the COMPANY of the merits for COMBAKE GmbH assuming effective control of the manufacture of industrial bakery equipment currently manufactured by WPSA, the provision of all technical support services relative thereto and the corresponding cessation of such manufacturing facilities and technical services by WPSA so as to optimise efficiency and minimise costs.
- 5.12 WPSA will fully explore opportunities to dispose of, merge or otherwise rationalise its craft bakery business to/with Macadam or other South African interests.
6. Peter Biberstein be and is hereby authorised and empowered to do all things and sign all documents necessary to give effect to the foregoing resolutions. All requisite steps will be taken to ensure that WPSA, WPIB and COMBAKE GmbH do all things and sign all documents necessary to give effect to the foregoing transactions.
7. There being no further business Peter Biberstein declared the meeting to be closed.

COMBINED BAKERY HOLDINGS LIMITED

CORPNOMIN LIMITED - Director
(Peter Biberstein)

COPY

"A"

Agreement

between

Werner & Pfeiderer Industrielle Backtechnik GmbH
Postbox 136, 71730 Tamm
- hereinafter designated as „WPfB“ -

and

Combined Bakery Holding Ltd.,
General Wille-Straße 10, CH-8027 Zürich
and its
successors-in-title and assignee
- hereinafter designated as „CBH“ -

and

Krupp Hoesch Industries GmbH
Eberhardstraße 12, 44145 Dortmund
- hereinafter designated as „KHIN“ -



Preamble

Werner & Pflöiderer Lebensmitteltechnik GmbH (hereinafter designated as „WPL“) previously a subsidiary of the former Krupp Hoesch Maschinenbau GmbH, now Krupp Hoesch Industries GmbH (hereinafter designated as „KHIN“), sold at the beginning of 1996 its industrial baking technology division to WPIB and CBH. In terms of the contract, WPIB and CBH took over certain defined and separately listed assets from WPL.

During 1996, WPL was sold by Krupp Hoesch Maschinenbau GmbH, today known as KHIN, to a third party. The purchaser of WPL has taken over the commitments that were contractually bound between WPL on the one side and WPIB and CBH on the other side.

§ 1

Arising from finalizing contracts transacted and defined in the contract from January 10, 1996, WPIB has incurred and is still incurring costs in order to complete the projects which were transferred or taken over per the January 10, 1996 Purchase Agreement, and which have been the subject of discussions between the contracting parties since January 1997. WPIB claims certain amounts of money, identified in the correspondence and listings as prepared by WPIB dated July 14, 1997 and July 21, 1997.

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§ 2

WPIB is desirous of being compensated for these costs. KHIN, conscious that the contracted party is not KHIN but WPL, is interested in seeing a final legal settlement to all outstanding contractual issues that could arise from the sale of the industrial baking technology division. KHIN is therefore willing to make a final payment to WPIB and CBH, if WPIB and CBH withdraw and waive all and any future claim which may arise against KHIN and WPL, subject, in the case of WPL, to the exceptions recorded below.

The Parties agree to the following:

§ 3

WPIB and CBH waive all claims from whatsoever source against KHIN and all companies in the Krupp Group which relate to the sale of the industrial baking technology division in 1996 to WPIB and CBH. WPIB and CBH in the same manner, waive all claims against WPL. The exceptions are solely:

- Claims by WPIB/CBH, that are currently before the Essen courts. (These are identified as Case numbers 42 0 39/97, 42 0 40/97 and 42 0 41/97).
- Claims arising out of trade contracts between WPIB and WPL, since March 15, 1996 (closing date of the contract for the take over of the industrial baking technology division) and which have no legal basis in the agreement of January 10, 1996.

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WPIB and CBH indemnify WPL and KHIN, and all companies in the Krupp Group, from all possible demands and claims, demanded and claimed by customers of the industrial baking technology division, which were formerly the contractors of WPL, and whose contracts are being completed by WPIB as per sections I. and II. of the January 10, 1996 Purchase Agreement.

§ 4

KHIN pays to WPIB/CBH an amount of DM 1.700.000. The undersigned parties declare to have settled all claims and demands, which existed between them and which might have arisen in connection with the contract dated January 10, 1996.

This amount will, within 10 banking days after receipt by KHIN of the signed agreement and letter as described in appendix A, be paid into the bank account of WPIB, account number 919 737 000 000 at 600 600 000 Dresdner Bank, Stuttgart.

The amount paid by KHIN in terms hereof will be appropriated as between WPIB and CBH in their discretion and payment by KHIN to WPIB/CBH will discharge KHIN's obligation to make payment towards both.

§ 5

By signing this agreement and the letter with the text of appendix 1 parties declare that all contractual and legal issues against each other have been met and any discrepancy are solved and finalized.

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WPB and CBH declare to KHIN, through signature and by delivery of a letter, with the text as defined in Appendix 1, that they renounce all claims against KHIN and all companies in the Krupp Group, out of the January 10, 1996 Purchase Agreement for the take over by WPB and CBH of the industrial baking technology division of WPL. The letter referred to is not part of the agreed confidentiality.

§ 6

Both contracting parties agree, that the above reached settlement, will be treated as strictly confidential with the exception of appendix 1 at all times, and especially no information regarding the detail or final payment as shown in the agreement will be issued to third parties.

Exceptions to the above will only be permitted after prior written consent of both parties.

§ 7

WPB, CBH and KHIN expressly declare and acknowledge, that the contractual agreement contains conditions favourable to WPL as a third party („Vertrag zugunsten Dritter“).

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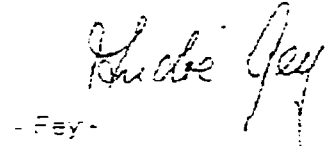
§ 3

The agreement is governed by German law with the legal place of jurisdiction being Essen.

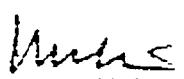
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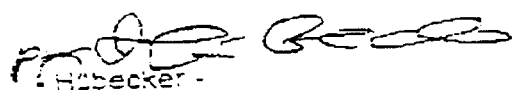
Dortmund, the 12th February, 1998
Werner Industrielle Backtechnik GmbH


- Werner -


- Fey -

Dortmund, the 12th February, 1998
Krupp Hoesch Werke AG

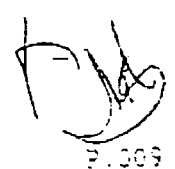

- Dr. Weber -


- Haebecker -

Zürich, the 12th February, 1998
Combined Swiss Holding Ltd.

- Bitterstein -

580212e



and to be handed over to
the agreement:

claims whether legal, quasi legal or of what so ever
Roesch Industries GmbH (KHIN) and all companies in the
suit from the take over of the industrial baking technology divi-
sion of Letztmittel GmbH (WPL).

of such demands that Warner & Pfleiderer Industrielle Back-
waren Holding Ltd. have against WPL which may have
N. All other demands will only be made with your written prior
in case of violation or contravention, you will be indemnified
and costs."

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