



FOODSERVICE GROUP PLC



Lloyds TSB
Registrars

Reinvest your Dividends

Dividend Reinvestment Plan (“the Plan”)

Main features

- Your cash dividend is used to buy shares at favourable commission rates.
- Your shares will be bought as soon as possible on or after the dividend payment date.
- You will be sent a statement within 10 working days of your shares being bought that shows full information including:
 - number of shares bought
 - price at which shares are bought
 - dealing costs deducted
 - any cash balance.

How much does it cost?

- Dealing costs of 0.5% of the value of the shares purchased. No minimum charge.
- Stamp Duty Reserve Tax currently at 0.5% of the value of the shares purchased.
- Joining and leaving the Plan – no charge.

How do I join the Plan?

Simply complete and return the Application Form enclosed with this booklet. Once your application to participate in the Plan has been accepted, all future dividends paid by Aga Foodservice Group plc (“the Company”) will be reinvested under the Plan until you withdraw from the Plan or the Plan is terminated.

If you have any questions about the information in this booklet please call our helpline on 0870 600 3970.



The Dividend Reinvestment Plan is a convenient, easy and cost effective way to build your shareholding in Aga Foodservice Group plc by using your cash dividends to buy additional shares.

Special Information

Who may join?

UK shareholders – you may join the Plan if you are resident in the UK.

Overseas shareholders – please see paragraph 3 of the terms and conditions for full information on whether you may join the Plan.

You are responsible for checking that you can join.

What are the application/cancellation deadlines?

For the next dividend, we must receive your postal application or cancellation request at least 15 working days before the dividend payment date. Otherwise, your instructions will be applicable only to subsequent dividends.

What happens to cash balances?

Following a share purchase any remaining cash balance, which is not sufficient to purchase a whole share, is carried forward and added to the next dividend. For further information please see paragraph 7 of the terms and conditions.

If you leave the Plan or the Plan is terminated, any cash balance will be paid to a charity of the Company's choice, unless within 6 months you specifically request otherwise.

How does the Plan affect my tax position?

You will be liable for tax on dividends reinvested on the same basis as if you had received the cash and arranged the purchase of shares yourself.

Please see paragraph 4 of the terms and conditions for further information on taxation.

How do I leave the Plan?

By writing to Lloyds TSB Registrars or completing and returning the notice of revocation sent with the purchase statements. Your notice must be received by Lloyds TSB Registrars at least 15 working days before the dividend payment date if you do not wish the Plan to apply to that dividend.

The address is Share Dividend Team, Lloyds TSB Registrars, The Causeway, Worthing, West Sussex, BN99 6DA. See also paragraph 12 of the terms and conditions.

What if I sell my shares?

If you sell your shares after the record date for any dividend to which the Plan applies, and you had elected for the Plan, you will receive shares for that payment. Any cash balance will be paid to a charity of the Company's choice, unless within 6 months you specifically request otherwise.

Risk warning

Remember that the value of shares can go down as well as up, and you may not get back the full amount of your investment.

Investments made under the agreement are in one company only, and should therefore be considered as one part of a balanced portfolio. Past performance is not a guide to future performance and, if you are in any doubt about the suitability of the investment, you should contact an authorised financial adviser.

Information provided in this booklet should not be taken as a recommendation by Aga Foodservice Group plc or Lloyds TSB Bank plc to buy or hold shares in the Company.

Terms and conditions

1. Introduction

The dividend reinvestment plan ("the Plan") is provided by Lloyds TSB Bank plc, which is authorised and regulated by the Financial Services Authority (FSA) under reference 119278. The main business of Lloyds TSB Bank plc is banking. Our registered office is in the UK at 25 Gresham Street, London, EC2V 7HN (registered in England and Wales number 2065).

When we have accepted your instruction to participate in the Plan, this booklet and these terms and conditions and your instruction will constitute a binding agreement between you and us under which we will:

Collect dividends paid on your Shares in the Plan

Purchase additional Shares on your behalf using your dividends.

Send you a statement following the share purchase showing full details of the purchase.

This is an execution only service. We will carry out your instructions to buy Shares. We will not offer or provide advice on the merits of your instructions or a purchase.

2. Definitions

"Company" means Aga Foodservice Group plc.

"the Bank, we or us" means Lloyds TSB Bank plc, which is authorised and regulated by the Financial Services Authority, acting through its Lloyds TSB Registrars division.

"You, your" means the investor or the corporate body who has signed the application form or, if more than one person, the joint holders jointly and severally. It also includes your personal representatives.

"FSA" and "FSA Rules" mean, respectively, the Financial Services Authority and the rules made by the FSA, amended from time to time.

"Shares" means ordinary shares in the Company.

"Special Information" means the special features applying to the Plan as set out in this booklet and included as part of the terms and conditions.

"Retail customer" means any natural person who is acting for purposes which are outside his trade, business or profession.

3. Eligibility

You may participate in the Plan provided that you are not a "North American person" and do not fall within one of the categories set out below or any category set out in the Special Information. "North American person" means any citizen or resident of the USA or Canada, including the estate of any such person; any corporation, partnership, or other entity created or organised in or under the laws of the USA or Canada or any political subdivision of these countries; or any estate or trust, the income of which is subject to US federal or Canadian income tax regardless of its source. References to the USA or Canada include their territories, possessions and all areas subject to their jurisdiction.

If you are a shareholder of overseas countries other than the USA or Canada you can take part in the Plan provided that you are not subject to regulations where your participation in the Plan would require us or the Company to comply with governmental or regulatory procedures or any similar formalities; you are responsible for ensuring that you may validly take part and for observing all relevant formalities; if in doubt, you should consult a professional adviser as to whether you require any governmental consents or need to observe any other formalities or are prohibited from receiving Shares instead of cash dividends.

The decision to take part in the Plan is your responsibility.

4. Taxation

Under current UK legislation and HM Revenue and Customs practice, the taxation consequences for shareholders will be as outlined below. This summary of taxation treatment is not exhaustive, and, in particular, it only deals with the position of a shareholder resident in the UK.

Income tax: Individual shareholders will be deemed to have paid income tax at the lower rate of 10%. This is known as the tax credit. If you pay income tax at either the lower or basic rates, you will have no further tax to pay on the dividend. If you pay income tax at the higher rate, you will have a further liability for tax. It is not possible to claim a repayment of the tax credit.

Capital gains tax: The cost of the Shares, including the dealing charge and stamp duty reserve tax, will be the base cost of the Shares bought on your behalf, for calculating the chargeable gain or allowable loss arising on sale.

You are reminded that taxation levels and bases can change. You are responsible, and we shall not be liable, for paying any taxes

(including, without limitation, income tax and capital gains tax) which may be attributable to your participation in the Plan. We cannot give financial or tax advice and, if in doubt, you should consult an authorised financial adviser.

5. Joining the Plan

Applications to join the Plan must be received by us by the deadlines shown in the Special Information to be applicable for both the first dividend to which it applies and for subsequent dividends. Applications received after that will be applicable only for subsequent dividends. Normally, no acknowledgement of applications will be issued.

We reserve the right to refuse an application. If your application is incorrect or incomplete and we cannot obtain clarification we may return it without carrying out your instruction.

Once you have joined the Plan, all future dividends paid by the Company will be reinvested automatically in purchasing additional Shares on your behalf until you leave the Plan or until the Plan is terminated or suspended.

6. Share purchases

All purchases of Shares will be carried out through the agency of authorised stockbrokers appointed by us. Dealings will be carried out under the rules of the London Stock Exchange.

Purchases of Shares on your behalf may be aggregated with purchases of Shares on behalf of other participants in the Plan, which may result in a more or less favourable price than might have been obtained if your purchase had been made separately.

Purchases of Shares for all participants in the Plan may be made in separate transactions and, if need be, on different days. If it is necessary to purchase Shares in the Plan at different prices, an average price will be calculated for all purchases.

You will receive the maximum whole number of Shares which it is possible to purchase on your behalf using your cash dividends and any cash balance from previous dividend payments, less the charges described in this booklet.

Shares will be purchased as soon as practicable on or after the dividend payment date.

The Shares bought for you under the Plan will be registered in your name and you will receive a share certificate unless either your Shares are held in the CREST system, in which case the Shares will be credited to your CREST account; or your shareholding is not registered in your name but held on your behalf (for example, through a company sponsored nominee) in which case you should refer to the terms and conditions of such a service to determine the arrangements for the issue of Shares.

A purchase statement showing full details of the purchase and, where applicable, a share certificate will be sent to you within 10 working days of the dividend payment date.

7. Cash balances in the Plan

Any cash balance remaining after the purchase of Shares on your behalf, less charges, or any cash dividend which is insufficient to buy one Share, will be treated as set out in the Special Information.

No interest will be paid to you on cash balances held on your behalf. All cash balances will be held in a bank account with Lloyds TSB Bank plc.

Such cash will be held as banker and not as trustee and as a result will not be held in accordance with the client money rules contained in the FSA Rules.

On leaving the Plan or in the event that the Plan is terminated, any cash balance will be treated as set out in the Special Information.

8. Third party rights

This agreement is for the benefit of the contracting parties only and will not confer any benefit on, or be enforceable by, a third party.

9. Partial and full elections

You may only participate in the Plan for all the Shares you hold in an account. However, we may, at our discretion, allow you to invest the cash dividend on part of your shareholding if your Shares are held for more than one beneficial owner.

10. Partial sales and transfers

If you sell or transfer some of your Shares your instructions will continue to apply to your remaining Shares.

11. Charges

We will be entitled to the fees and charges shown in this booklet and we may periodically review the amount and structure of these charges. We will give you 30 days written notice before any variation to the fees and charges applicable to the Plan takes effect. Charges, taxes and other duties payable will be deducted from the transaction.

If the amount of money to be invested less these fees and charges is insufficient to purchase one Share, no costs will be charged to you and the cash dividend will be treated as set out in the Special Information.

Charges deducted will be applied to meet the stockbroker's charges as agreed between us and the stockbroker from time to time and the remainder will be used to defray charges payable by the Company to us in relation to the operation of the Plan as agreed between us and the Company from time to time.

Please see the "How much does it cost?" section of this booklet for full details.

12. Withdrawal by you

You may leave the Plan at any time by giving us notice in writing. We must receive your instruction to leave the Plan by the deadline set out in the Special Information if you do not wish the Plan to apply to the next dividend. Withdrawal by you will not affect the completion of transactions already initiated. Unless you instruct us otherwise, any existing instruction to pay your cash dividend to a bank, building society or third party will remain in force. If we receive notification of a shareholder's death, bankruptcy, liquidation or mental incapacity, participation in the Plan will cease for all dividends and including the next dividend where the notification is received before the deadline set out in the Special Information. However, if Shares are held jointly, the Plan will continue for the remaining joint shareholder(s).

13. Cancellation rights

If you are a new Retail customer you have a statutory right to cancel your participation in the Plan within 14 days of your instructions to participate in the Plan being received by us, by giving us notice in writing. The notice must state that you want to exercise your statutory cancellation right.

Cancellation will not affect the completion of transactions already initiated.

14. Termination by us

We may suspend or terminate the Plan at any time. If this happens you will be notified in writing and you will receive the next cash dividend paid by the Company on, or as soon as practicable after, the dividend payment date. Termination by us will not affect the completion of transactions already initiated.

15. Conflicts of interest

We may possibly carry out transactions with you or for you in which we or an associate deal as principal or dual agent or otherwise have a material interest or a relationship with another party which might involve a conflict with our duty to you or result in a payment being received by us or an associate. We will not be able to consult you about this but will try to ensure that the terms of any transaction are as favourable to you as those carried out with a third party at arm's length.

16. Governing law and jurisdiction

These terms and conditions are governed by English law and any proceedings between you and us relating to this agreement will be subject to the jurisdiction of the courts of England and Wales.

17. Classification

For regulatory purposes you will be classified as a private customer unless you are an authorised firm or an overseas financial services institution. However, if you would otherwise be a market counterparty or an intermediate customer, you may not necessarily have rights under the Financial Ombudsman Service or the Financial Services Compensation Scheme as a result of such classification.

18. Communications

Any contract made between you and us pursuant to these terms and conditions will be in the English language and communications from us will be in English.

You should address all notices and other documents for us to: Share Dividend Team, Lloyds TSB Registrars, The Causeway, Worthing, West Sussex BN99 6DA.

We shall not treat any communication as received by us, or as effective, until we have actually received it at that address.

You must give us instructions in writing. We may agree to accept instructions by facsimile transmissions, electronic means or orally. In that case, we may require you to confirm your instructions in writing before acting upon them.

We will send all statements, notices and other documents to you by post to the sole or first named joint holder and all documents despatched to you are sent at your own risk.

We reserve the right to charge for the reissue or amendment of any documents.

19. Data Protection Act 1998

You agree that we may keep the personal details you or others give us, and what we know from running your account, on a Lloyds TSB Registrars' database. This information will be used to provide you with services. In accordance with the Data Protection Act you are entitled, on payment of a fee, to a copy of the information we hold about you. You should let us know if you think any information we hold about you is inaccurate, so we may correct it. The information we hold about you is confidential and will only be disclosed outside Lloyds TSB Registrars in

the following circumstances:

- where the law permits or it is in the public interest;
- to investigate or prevent fraud;
- to our agents in connection with running accounts and services for you;
- at your request or with your consent;
- to the Company so they may update their own records about you.

When you speak to us on the telephone, some calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

20. Operation of the Plan and amendment to these Terms and Conditions

The operation of the Plan is subject always to our discretion. We may vary these terms and conditions from time to time and will give you at least 30 days written notice unless it is impracticable to do so.

21. Complaints and compensation

If you have any complaints about the service we provide under these terms and conditions you may complain to us or to the Financial Ombudsman Service. Your first point of contact should be the following address: Service Quality Team, Lloyds TSB Registrars, PO Box 4608, Worthing, West Sussex BN99 6NZ. Complaints we cannot settle may be referred to the Financial Ombudsman Service where you are eligible. Full details of how we deal with complaints are available in our brochure "How to voice your concerns" which we will send you when we acknowledge your complaint. Lloyds TSB Bank plc is a member of the Financial Services Compensation Scheme (the "Scheme") established under the Financial Services and Markets Act 2000. You may be entitled to compensation from the Scheme if we cannot meet our obligations.

This depends on the type of business and the circumstances of the claim. The Scheme covers for example Corporate Sponsored Nominees, Individual Savings Accounts and Sharedealing. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. A leaflet with further details is available on request from the Scheme. Call their Helpline on 020 7892 7300, log onto their website at www.fscs.org.uk or write to the Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

22. Liability

Nothing in this agreement shall exclude us from any liability caused by our fraud, wilful default or negligence or which cannot be excluded under the FSA Rules, and to the extent that the FSA Rules require that we be liable for any matter, this agreement shall be read accordingly.

The amount of our liability for any claim you have against us will not exceed the value of your Shares in the Plan when the claim arises plus interest at 2% over our base rate from when the claim arises until we pay the amount of our liability.

We will not be responsible for acts or omissions of the Company.

We will not be liable for acting or failing to act in accordance with a Court Order of which we have not been notified (whatever jurisdiction may govern the Court Order).

We will not be responsible for forged or fraudulent instructions and will be entitled to assume that instructions purporting to be yours are genuine unless it should be obvious to anyone that they are not.

We will not be responsible for any losses, costs, damages or expenses sustained or incurred by you by reason of industrial action or any cause beyond our control, including (without limitation) any failure, interruption or delay in the performance of our obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service or electronic payment system or CREST.

We will not be responsible for any indirect or consequential loss.

We may do or refrain from doing anything which is, in our reasonable opinion, necessary to comply with the law of any jurisdiction or any rules, regulations or requirement of any regulatory authority or other body which is binding upon us.

If you would like this in an alternative format, for example Braille, large print or an audio tape, please contact us on 0870 600 3970. A text phone service is available on 0870 600 3950.



Lloyds TSB
Registrars

Lloyds TSB Registrars is a division of Lloyds TSB Bank plc, authorised and regulated by the FSA. A signatory to the Banking Codes.