
SHARES SALE AND PURCHASE AGREEMENT

by

Seller Holding B.V.
as Seller

and

Purchaser Investments B.V.
as Purchaser

CONFIDENTIAL

DRAFT – FOR DISCUSSION PURPOSES ONLY DATED 29 FEBRUARY 2020



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This agreement (the **Agreement**) is entered into

BETWEEN:

1. **Seller Holding B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, whose business address is at Sellerstraat 1, (2000 BC) Rotterdam, the Netherlands, registered with the relevant companies register under number 87654321 (**Seller**); and
2. **Purchaser Investments B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, whose business address is at Purchaserhof 1, (5463 KL) Breda, The Netherlands, registered with the relevant companies register under number 19827635 (**Purchaser**).

WHEREAS:

- A. The Seller is the sole legal and beneficial owner of the Shares in Target Company B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, whose business address is at Companylaan 1, (1000 AB) Amsterdam, the Netherlands, registered with the relevant companies register under number 12345678 (**Company**).
- B. The Seller wishes to sell and the Purchaser wishes to purchase the Shares subject to the terms and conditions of this Agreement.
- C. The Purchaser has, with the help of specialist professional advisers, performed a careful due diligence investigation with respect to the Shares, the Business, each Group Company and their assets, liabilities and prospects, consisting among other things of a review of the Disclosed Information, attendance at the Management Presentations and access to the management of the Group Companies, the scope and outcome of such due diligence investigation being to the Purchaser's full satisfaction.
- D. The Purchaser has had sufficient opportunity to raise with the Seller all issues that it deemed important in connection with its decision to enter into and perform this Agreement and has received satisfactory responses to any issues raised.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

In addition to capitalised terms defined elsewhere in this Agreement, the definitions and other provisions in [Schedule 11](#) apply throughout this Agreement unless the contrary intention appears.

2. Sale and purchase of the Shares

2.1. Sale and purchase

Subject to the terms and conditions of this Agreement, the Seller hereby sells and agrees to transfer the Shares to the Purchaser and the Purchaser hereby purchases and agrees to accept the transfer of the Shares from the Seller free from any and all Encumbrances and with all rights attaching to them.

2.2. Effect

Subject to Completion, the Shares shall be for the risk and account of the Purchaser as from the Effective Time.

3. Purchase Price

3.1. Purchase Price

The Purchase Price shall be equal to an amount of € 13,500,000.

3.2. Interest

The Purchase Price shall be increased with Interest accrued thereon during the period starting on the Effective Time until Completion.

3.3. Payment

At Completion, the Purchaser shall pay the Purchase Price to the Seller in accordance with [Clause 7.3](#) and the Notary Letter.

3.4. Treatment of subsequent payments

Any payment made in satisfaction of a liability of the Seller arising under this Agreement shall adjust the Purchase Price to the extent of such payment.

4. Leakage

4.1. Compensation for Leakage

To the extent any Leakage occurs, the Seller shall compensate or procure compensation of the Purchaser or, at the election of the Purchaser, any other member of the Purchaser's Group, for any amount of Leakage on a Euro for Euro basis in accordance with this [Clause 4](#).

4.2. Pre-Completion Leakage

- (a) No later than three (3) Business Days before the date on which Completion is envisaged to take place, the Seller shall deliver a notice to the Purchaser setting out any Pre-Completion Leakage.

**** START QUESTIONNAIRE TO GENERATE DOCUMENT ****