

NZ-CPcsl04

Company purchase agreement: shares and cash deal

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[illegible]

- [illegible]

4. Calculation of the Purchase Price

- 4.1. The Purchase Price is:
- 4.1.1 the sum of \$ [amount] (the “Cash”) ■■■■■■■■■■■■
■■■■■■■■■ ;
- 4.1.2 the sum of \$ [amount], payable by the allotment of [number] of
Buyer New Shares in [■■■■ - ■■■■■■■■■■], ■■■■■■
■■■■■■■■■■■■■■■ ;
- 4.2. The Sellers shall share the Purchase Price in proportion ■■■■■■■■
■■■■■■■■■■■■■■■■■■ .

5. The Buyer New Shares: Buyer's obligations

The Buyer undertakes as follows:

- 5.1. to issue or procure the issue of [number] .
- 5.2. that the Buyer New Shares shall rank pari passu with the ordinary shares of the Buyer, .
- 5.3. that each Buyer New Share shall be valued for the purpose of this \$ [] .
- 5.4. to procure that the Buyer New Shares shall be allotted to the Sellers in proportion to the number of shares .

6. Buyer's acknowledgment of inspection

The Buyer admits that:

7. Agreement for Sale and issuance of Buyer New Shares

8. Completion and delivery of documents

- [illegible]

- [illegible]

10. Warranties by Sellers

- 10.1. The Sellers (except the Trustees) jointly and severally warrant to the []:
- 10.1.1 the Sellers are entitled to transfer the Shares to [] ;
- 10.1.2 after completion of this [] , [] ;
- 10.1.3 except as disclosed in the Disclosure Letter, all of the [] 3 [] , [] , [] , [] ;
- 10.1.4 the contents [] [] ;
- 10.1.5 unless otherwise specified, [] [] ;

OR

15.2. No party shall:

15.2.1 make any public announcement; or

15.2.2 disclose any information; or

[illegible][illegible][illegible][illegible]

16. Miscellaneous matters

[illegible][illegible]

16.3. Unless otherwise stated in this agreement, all expenses in connection
 ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■ .

16.4. So far as any time,
 ,

16.5. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated

Signed by [personal name] on behalf of [named Buyer] as its / his representative who personally accepts liability for the proper authorisation by [named Buyer] to enter into this agreement.

Signed by [personal name] on behalf of [named Guarantor] as its / his representative who personally accepts liability for the proper authorisation by [named Guarantor] to enter into this agreement.

OR

Signed by [Seller name in full]

AND

Signed by [Guarantor / Director name in full]

Schedule 1- Part 1 Shareholdings

[Here list all sellers, names, addresses].

Name	Address	Number of Shares	Signature

Schedule 1 - Part 2Details of the Company

1. The Company

Company number: [■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ : [■ ■ ■ ■]

Share capital:

authorised \$ [■ ■ ■ ■] ■ ■ ■ ■ \$ [■ ■ ■ ■]

Registered office: [address]

Directors: [list all names in full]

Secretary: [name in full]

Schedule 1- Part 3 Press release

Schedule 2: Part 1 Properties

[illegible]

- Freehold Properties
- Leasehold Properties
- Any other particulars

Schedule 2: Part 2 Assets

[Please list ■■■■■■■■■■, ■■■■■■■■■■]

Schedule 3 - The Warranties

General

1. All of the information and [redacted].
2. All facts and data which could [redacted], [redacted].
3. No information has been held back [redacted], [redacted], [redacted].
4. No governmental organisation [redacted].
5. The Company has fulfilled every [redacted].
6. The Company has at all times complied with current practice recommended by any department of government [redacted], [redacted], [redacted], [redacted].
7. The Company is not bound [redacted].
8. The Company is not involved [redacted], [redacted].
9. No Seller knows of any circumstance which might [redacted].
10. Since the Last Year [redacted].

No damaging effect of this agreement

11. The Sellers has no reason to believe that as a result of the _____

- _____, _____, _____
_____.
12. No term of this agreement conflicts with:

.....
.....

44.
.....
.....

45.,, ..
.....
.....

46.
.....

Assets

47.
.....:

47.1. are in its possession and control.

47.2.,
.....
.....

47.3.
.....

47.4.
.....

47.5.
.

Trading and contracts

48., ..
.. - .. - .., .. / ..,
.....

49.
.....

50. Since the Last Year End:

50.1.
.....
.....

[illegible][illegible]

51. _____, _____
 _____:

[illegible]

51.3. all contracts comply with the relevant law.

[illegible]

52. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$.


53.1. is beyond the normal course of business.

[illegible]

53.4. is priced in a currency other than dollars.

[illegible]

54. $\dots\dots\dots [\dots\dots\dots$
 $\dots\dots\dots , \dots\dots\dots$
 $\dots\dots\dots]$.

55.  .

[illegible]

..... ,
.....

[illegible][illegible]

Pensions

[illegible]

84.1. copies of the trust deeds;

84.2. the latest actuarial report;

[illegible]



















85. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$

Insurance

[illegible]

87. No policy contains any special term or restriction.

[illegible][illegible]

90.                  

Intellectual Property

- [illegible]

Information technology (“IT”)

- 99.**
- [REDACTED]
- :
- 99.1. the name;
- 99.2. name and contact information of registrant;
- 99.3. tag holder name, land address and website;
- 99.4. date to which the name is registered.
- 100.**
- [REDACTED]
- .
- 101.**
- [REDACTED]
- .

[illegible][illegible][illegible]

105.

.....
.....,
.....:

[illegible]

105.2. technical, customer and client support services;

[illegible]

105.4. an email service provider.

[illegible][illegible][illegible][illegible]

108.2. what password he uses;

[illegible]

[illegible]

Explanatory notes:

Company purchase agreement: shares and cash deal

General matters

1. The parties

[illegible]

2. Complete when agreement dated or later?

[illegible]

Paragraph specific notes

1. Definitions

The definitions have been considered very carefully. There is no reason why you should not change any if you need to do so, but be very careful to make sure

[illegible]

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

2. Interpretation

[illegible]

3. Entire agreement

[illegible]

4. Calculation of the Purchase Price

[illegible]

5. Buyer New Shares: Buyer's obligations

[illegible]

6. Buyer's acknowledgment of inspection

[illegible]

7. Agreement for Sale and issuance of Buyer New Shares

If you have a straight cash deal, delete all mention of issuance of new shares.
If required, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

8. Completion and delivery of documents

We have included here only the documents whose form and content are well known in advance. By far the largest set of documents will ■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

change the !)

11. Trustees Warranties

[illegible][illegible]

12. Restrictive agreement

[illegible]

This paragraph may not be enforceable against a shareholder who has hitherto had

.....
.....

13. Sellers' protection

This paragraph is most important to the sellers as it caps their liability. How this is done is a matter for negotiation. This proposal is fair, subject of course to

.

.

.

14. The Guarantee

This paragraph protects the buyer against a seller who spends the sale proceeds and refuses to assist as this agreement requires. That will arise only when the

[illegible]

A judge will usually treat a guarantee as a matter only of money. We have worded this one clearly so that there is

15. Publicity / announcements

This may not be important to ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

16. Miscellaneous matters

[illegible]

Schedules 1 and 2

We have no comment.

Schedule 3- The Warranties

Note: matters relating to warranties

[illegible]

Warranties are the essence of the deal. They are listed in a schedule. Do make sure that the paragraph of
.....
.....

These warranties have been drawn to provide as large a "menu" as

[illegible]

- when you produce the draft agreement, remove the most “difficult” warranties before you send it to the buyer.
- provide clear and open disclosure to
- after considering the breadth of each warranty, you could edit those that
- Even where you “answer” the warranty in some way, there is still a strong case for qualifying absolute warranties,

Being the seller it is essentially important to provide full and .

If you are the buyer

[illegible]

As a buyer you need warranties:

- [illegible]

Information technology (“IT”)

IT is of course intellectual property. We have placed it under a separate heading to cover the [REDACTED] . [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED], [REDACTED] . [REDACTED]
[REDACTED]
[REDACTED] . [REDACTED]
[REDACTED]" [REDACTED]" [REDACTED] .

End of notes