

NZ-CPcsi07

## **Company purchase agreement: Group of companies**

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This agreement is dated: [date]

The Seller is: [ABC] Limited, a company incorporated in New Zealand  
[under company number] [number] and [redacted]  
[redacted] [redacted]; [redacted]

OR

The Seller is: [name] of [private address]

OR

The Sellers are: those persons whose names are set out in Part 1 [redacted]  
[redacted] 1 [redacted] .

The Buyer is: [DEF] Limited, a company incorporated in New Zealand  
[under company number] [number] [redacted] [redacted]  
[redacted] [redacted] [redacted] .

The First Guarantor is: [name] of [private address]

The Second Guarantor is: [name] of [private address]

## 1. Definitions

So far as the context permits, the following words [redacted]  
[redacted] :

“Accounting Date” means the date to which the Accounts have  
historically been prepared and to [redacted]  
[redacted] .

“Accounts” means the financial statements, annually audited  
profit and loss account and balance sheet of the  
[redacted]  
[redacted] .

“Assets” means and include collectively the fixed assets  
(fixtures and fittings, furniture, office equipment  
and motor vehicles of each Group Company),  
stock and [redacted] , [redacted]  
[redacted] 2 [redacted]  
[redacted] ;

[illegible]



■ [ 3 ].

## 2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

[illegible]

- 3.1. Each party acknowledges that this agreement and the Disclosure Letter contains the entire agreement between them and that he relies on no [REDACTED], [REDACTED], [REDACTED].
- 3.2. Each party acknowledges and warrants that he has power to enter into this agreement [and [REDACTED]  
[REDACTED]].
- 3.3. Each Seller warrants and undertakes that he is not aware of anything within his reasonable control which might or will [REDACTED]  
[REDACTED].

4.1. The Purchase Price is the sum of \$ [amount] .

4.2. The Buyer shall pay the full Purchase Price in cash on .

4.3. The Sellers acknowledge receipt of the .

4.4. The Sellers shall share the Purchase Price in proportion .

The Buyer admits that:






## 7. Completion and delivery of documents

- [illegible]

- [illegible]

## 8. Warranties applicability and limitation

- 8.1. None of the   
.

- [illegible]

## 9. Warranties by Sellers

- 9.1. The Sellers (except the Trustees) jointly and severally warrant to the [ ]:
- 9.1.1 the Sellers are entitled to transfer the Shares to [ ]:

- 9.1.2 after completion of this [REDACTED], [REDACTED];
- 9.1.3 except as disclosed in the Disclosure Letter, all of the [REDACTED] 3  
[REDACTED], [REDACTED], [REDACTED];
- 9.1.4 the contents [REDACTED];
- 9.1.5 unless otherwise specified, [REDACTED];
- 9.1.6 [Each corporate [REDACTED]  
[REDACTED]];
- 9.1.7 the Shares constitute the whole [REDACTED] [REDACTED]  
[REDACTED];
- 9.1.8 there is [REDACTED].
- 9.2. The Warranties in this agreement are not [REDACTED]  
[REDACTED]  
[REDACTED].
- OR
- 9.3. The Warranties in this agreement are not limited in monetary value, but  
no claim [REDACTED], [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED].

OR

- [illegible]

## 10. Trustee Warranties

Each of the Trustees warrants:

- [illegible]





14.1. No public or press announcement shall be made

14.2. No party shall:

14.2.2 disclose any information; or

**14.2.3 allow expressly or by default any other person**

[illegible]

14.4. The parties agree to the issue of a   
 1  3,   
.

[illegible]

- [illegible]

It shall be deemed to have been delivered:

if delivered ■■■■■■ : ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■  
■■■ ;



[illegible]

15.14. This agreement may be executed in multiple counterparts each   
  
  
.

[illegible]

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

**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]

**Signed by** [Guarantor / Director name in full]

## Schedule 1: Part 1 Shareholdings

[illegible]

Name	Address	Number of Shares	Signature

## Schedule 1: Part 2 Details of the Group

## 1. The Company (Holding Company)

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

Share capital:

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

Registered office: [address]

Directors: [list all names in full]

Secretary: [name in full]

## 2. The Subsidiaries

Name: [ ■ ■ ■ ■ ] ■ ■ ■ ■ ■ ■ ■ ■ : [ ■ ■ ■ ■ ]

Date of incorporation: [date]

Share capital:

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

Registered office: [address]

Directors: [ ■ ]

Secretary: [name in full]

Name: [ ■ ■ ■ ■ ] ■ ■ ■ ■ ■ ■ ■ ■ : [ ■ ■ ■ ■ ]

Date of incorporation: [date]

Share capital:

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

Registered office: [\[address\]](#)

Directors: [ ■ ]

Secretary: [name in full]

## **Schedule 1: Part 3 Press release**

## Schedule 2: Part 1 Properties

- Freehold Properties
- Leasehold Properties
- Any other particulars

## Schedule 2: Part 2 Assets



## 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. Each Group Company has at all times complied with current practice recommended by any department of government [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].
6. The Seller has no reason to believe that as a result of [REDACTED], [REDACTED] - [REDACTED], [REDACTED].
7. The Disclosure Letter lists all licences and consents now valid and required to operate the Business [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED], [REDACTED].
8. Since the Last Year End [REDACTED].
9. No term of this agreement conflicts with:
  - 9.1. any other contract [REDACTED].
  - 9.2. the constitution of any Group Company.
10. No term of this agreement nor the agreement as [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

## Group structure and operation

11. Full details are set out in [REDACTED].
12. Since the Last Year End, no change has been made in the structure, [REDACTED], [REDACTED], [REDACTED].]
13. None of the Sellers has any interest, directly or indirectly, in any business (other than those of any [REDACTED]) [REDACTED]. [REDACTED] [ 5 ]% [REDACTED] ( [REDACTED] ).
14. [REDACTED].
15. [REDACTED].
16. [REDACTED]:
  - 16.1. all documents of title relating to its Assets;
  - 16.2. [REDACTED];
  - 16.3. [REDACTED].
17. [REDACTED].
18. [REDACTED] [REDACTED / REDACTED].
19. [REDACTED], [REDACTED], [REDACTED], [REDACTED].
20. [REDACTED].

## Accounts

25. The Accounts:

[illegible]


its net realisable value.


28. Since the Last Year End:



[illegible][illegible][illegible]

38.  $\begin{bmatrix} 1 & 2 & 3 & 4 & 5 & 6 & 7 & 8 & 9 & 10 & 11 & 12 & 13 & 14 & 15 & 16 & 17 & 18 & 19 & 20 & 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100 \end{bmatrix}$

39. 

40. 

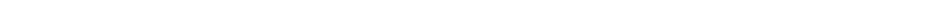
## Guarantees and borrowing

41. The Disclosure Letter discloses:

[illegible]

41.2. the terms of every loan;


[illegible][illegible]

42. 



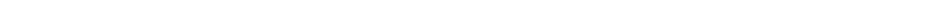


[illegible]


56.  .

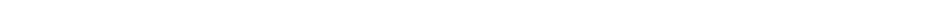
## Litigation and regulation

[illegible][illegible][illegible]

60.   
1986 .

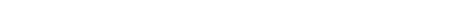
[illegible]

62. 

63. 

## Properties - all

[illegible]

65.  .

[illegible]





77.4. gas;

77.5. telecommunications.

[illegible][illegible][illegible]

80. 

[illegible]

81.1. the name and address of the tenant.

81.2. the name and address of any guarantor.

81.3. the address of the Property.

[illegible]

81.5. the rent.

[illegible][illegible][illegible]

81.10. any unusual provisions.

## Employees

#### 83.4. non-contractual matters and informal arrangements.

[illegible]

## Insurance

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91. No policy contains any special term or restriction.

92.  $\sum_{k=1}^n \left( \sum_{j=1}^k \frac{1}{j} \right) = \sum_{j=1}^n \sum_{k=j}^n \frac{1}{j} = \sum_{j=1}^n \frac{n-j+1}{j} = \sum_{j=1}^n \left( \frac{n}{j} - 1 + \frac{1}{j} \right) = n \sum_{j=1}^n \frac{1}{j} - \sum_{j=1}^n (n-j+1) = n \sum_{j=1}^n \frac{1}{j} - \frac{n(n+1)}{2}.$

[illegible][illegible]

## Intellectual Property

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

## Information technology (“IT”)

[illegible]

102.4. date to which the name is registered.

[illegible]



## Explanatory notes

## Company purchase agreement: Group of companies

## General notes

## 1. The parties

This agreement has been drawn assuming either a company seller or two or more shareholders selling a company to one ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

**2. Complete when agreement dated or later?**

[illegible]

## Paragraph-specific notes

Notes numbering refers to paragraph numbers.

## 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. The Purchase Price

The sellers are to receive cash at the time of signing this agreement. No arrears ■■■■■■.

You should take advice from your accountant as to how to treat these items for tax purposes and how to express

## 5. Buyer's acknowledgment of inspection

In practice the buyer will have inspected whatever he needs to inspect. This paragraph is usually required to protect the seller. If you ■■■■■■■■■■  
■■■■■■■■■■.

## 6. Agreement for Sale

This paragraph provides protection for the buyer. Completion ■■■■■■  
■■■■■

[illegible]

- Share certificates are documents of title, but if not available (lost or never issued), a simple declaration to that effect ■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■.
- The buyer will wish to avoid any claim for compensation by a former director. But the directors are not (necessarily) sellers, so it is important that they are bound by the proposition that they have no claim. If they receive no “consideration” as directors, they will not be bound by a simple statement ■■■■■■■■■■ . ■■■■■■



[illegible]

Do not edit without very good reason and full understanding ■■■■■■■■  
■■■.

[illegible]

To avoid this situation, the sellers should prepare a simple shareholders agreement setting out exactly which of them is responsible for what areas and who pays what to whom in the event of a claim. Such an agreement cannot prejudice the buyer, who still may

A company may sign up to a deal, by the hand of its directors, but if its constitution prevents such a contract being made (for one of any number of reasons), then it can wash its hands of ■■■■■■, ■■■■■■■■■■  
■■■■■■■■■■ - ■■■■■■■■■■■■■■■■■■■■■.

The warranties are so fundamental to the transaction that it is reasonable that

Provision has been made for the proposition that one or more people may hold shares as trustees. The buyer should make certain that any such person is a disinterested trustee. It could be that a major shareholder has placed some of shares in a family trust and he remains a trustee, or that some other person is a trustee. Either way, the buyer should insist that such person himself either gives full warranties or guarantees the same on behalf of his



### 13. Publicity / announcements

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

## 14. Miscellaneous matters

A number of special points. We have identified each of these as important to protect you. Some are relevant to particular paragraphs in the document, some apply more . , .

## Schedules 1 and 2

We have no comment.

### Schedule 3- The Warranties

**Note: matters relating to warranties**

[illegible][illegible]

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











For maximum protection, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

1. Delete any warranties that cannot apply to your [REDACTED]  
[REDACTED]
2. Do not delete warranties relating to matters about which full information has  
already been provided. If you [REDACTED], [REDACTED]  
[REDACTED], [REDACTED].
3. Take the document to your accountant to [REDACTED]  
[REDACTED].







The most important answers sought here are as  .   
     
 .    !

This section covers every contract - from customers and suppliers to the office cleaner and the car leases. Particular care should be taken with

[illegible]

These warranties are general, .....  
 ..... - .....

[illegible]

Most of these items cover the facts that would be . . . . .  
 . . . . .  
 . . . . .  
 . . . . .

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If none, delete.

## Employees

We have no comment. Set the warranties

## Insurance

We have no comment.

## Intellectual Property

All companies acquire some intellectual property. Even a quite small

[illegible]

## Information technology (“IT”)

These are of course an item of intellectual property. We have placed them under a separate heading to [REDACTED]. [REDACTED] - [REDACTED], [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED] " [REDACTED]" [REDACTED].

## End of notes