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DATED 29 NOVEMBER 1999

**COMPANHIA CONTINENTAL
DE CIGARROS LIMITED**

- and -

WESTON INVESTMENT COMPANY LIMITED

AGREEMENT
for the acquisition of Shares in
BRITISH AMERICAN TOBACCO COMPANY
(Nederland) B.V.

Herbert Smith
Exchange House
Primrose Street
London EC2A 2HS
Tel: 0171-374 8000
Fax: 0171-374 0888
Ref: 2127/2610/30796729



THIS AGREEMENT is made on 29 November 1999

BETWEEN:

1. **COMPANHIA CONTINENTAL DE CIGARROS LIMITED** a company incorporated in the United Kingdom with registered number 00128939 and whose registered office is at Globe House, 4 Temple Place, London WC2R 2PG (the "Vendor"); and
2. **WESTON INVESTMENT COMPANY LIMITED** a company incorporated in England with registered number 00179244 and whose registered office is at Globe House, 4 Temple Place, London, WC2R 2PG (the "Purchaser").



WHEREAS:

- (A) British American Tobacco Company (Nederland) B.V. (the "Company") is incorporated in the Netherlands with registered office at Deccaweg 26, 1042 AD, Amsterdam, Netherlands. The issued share capital of the Company is ~~101~~ 104 registered shares of NLG 100 each.
- (B) The sole shareholder in the Company is the Vendor.
- (C) The Vendor has agreed to sell and the Purchaser has agreed to purchase the beneficial and legal title to ~~101~~ 104 registered shares of NLG 100 each registered in the Vendor's name at the date of this Agreement (the "Sale Shares") upon the terms and conditions hereinafter appearing.

NOW IT IS AGREED as follows:

1. SALE AND PURCHASE

- 1.1 The Vendor shall sell with full title guarantee and the Purchaser shall purchase the Sale Shares for the consideration specified in clause 2 below.
- 1.2 The Sale Shares are sold free from any option, charge, lien, equity, encumbrance, rights of pre-emption or any other third party rights and together with all rights attached to them at the date of this Agreement or subsequently becoming attached to them.

2. CONSIDERATION

The consideration for the sale of the Sale Shares shall be the allotment to the Vendor, credited as fully paid, of 1,003,587 Ordinary Shares of £1 each in the share capital of the Purchaser.

3. TRANSFER OF SALE SHARES

Forthwith upon the signing of this Agreement:

- 3.1 the Vendor shall procure the entry of the Purchaser in the register of members of the Company.

4. NO WARRANTY

Apart from clause 1.2 the Vendor shall give no warranties or representations in relation to the Sale Shares and, save in the case of fraud, the Purchaser shall have no claim against the Vendor in respect of any express or implied representations or warranties in contract or tort (whether or not formulated in negligence), under statute or otherwise howsoever.

5. POST TRANSFER

The Vendor shall after taking the steps specified in clause 3 above execute all such deeds and documents and do all such things as the Purchaser may reasonably require for perfecting the transactions intended to be effected under or pursuant to this Agreement and for vesting in the Purchaser the full benefit of the Sale Shares.

6. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

This Agreement shall be governed by, and construed in accordance with, English law and each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by Keith Silvester Dunt
for and on behalf of
Companhia Continental De Cigarros Limited

)
) Director

SIGNED by Keith Silvester Dunt
for and on behalf of
Weston Investment Company Limited

)
) Director

